AGENDA PLACEMENT FORM

(Submission Deadline – Monday, 5:00 PM before Regular Court Meetings)

Date: _____05.05.25_____

Meeting Date: 05.12.25_____

Submitted By: Lance Anderson_____

Department: _Purchasing_____

Signature of Elected Official/Department Head:

_____

Court Decision:
This section to be completed by County Judge's Office

APPROVED — Johnson County Commissioners Court

5-12-25

Description:

_Consider and approve with Authorization for County Judge to sign:_____

_1. Bank Depository Agreement with First Financial Services_____

_2. Safekeeping Agreement_____

_3. Collateral Security Agreement_____

_4. RFP 2025-302 response from First Financial Services_____

_____

_____

_____

_____

(May attach additional sheets if necessary)

Person to Present: Lance Anderson_____

(Presenter must be present for the item unless the item is on the Consent Agenda)

Supporting Documentation: (check one)   ☑ PUBLIC   ☐ CONFIDENTIAL

(PUBLIC documentation may be made available to the public prior to the Meeting)

Estimated Length of Presentation: ___5___ minutes

Session Requested: (check one)

☑ Action Item ☐ Consent ☐ Workshop ☐ Executive ☐ Other _____

Check All Departments That Have Been Notified:

☑ County Attorney   ☐ IT   ☐ Purchasing   ☑ Auditor

☐ Personnel   ☐ Public Works   ☐ Facilities Management

Other Department/Official (list) Treasurer_____

**Please List All External Persons Who Need a Copy of Signed Documents
In Your Submission Email**

Approved in CC on 9/11/2023

Johnson County - RFP 2025 - Depository Services
Putting You F1RST since 1890.

March 18, 2025

Tab 1
Cover Letter

Tab 2
First Financial Bank
Background Information
Required Forms

Tab 3
Scope of Work

Tab 4
Proposal Worksheet

Tab 5
Sample Monthly and
Account Analysis Statements

Tab 6
Sample Bank Depository Agreement
Sample Safekeeping and Collateral
Agreements and
Related Reports & Notices

Tab 7
Treasury Management
Product Overview, User Guides

Tab 8
Service Agreements

Tab 1

Cover Letter

FIRST FINANCIAL BANK

March 18, 2025

Johnson County
Attn: Purchasing Department
411 Marti Drive
Cleburne, TX 76033

RE: Proposal for Depository Services RFP 2025-302

Dear Johnson County Purchasing Department:

First Financial Bank respectfully submits the enclosed proposal to continue to serve Johnson County with Bank Depository Services. First Financial Bank is an organization that prides itself in putting excellence in customer service first. Our group strives to build life-long relationships by providing first class service with personal attention and we look forward to continuing to provide depository services to Johnson County as we have over the last 30 years.

First Financial Bank is a Texas state-chartered bank with a rich history of providing financial services to businesses and public entities of all sizes. We reach multiple regions throughout Texas from Orange in the southeast to Hereford in the panhandle. We are recognized as one of the nation's most financially secure banking institutions, with assets of $14 Billion. Each of our regions has its own local board of directors making decisions with their communities in mind. First Financial Bank has 79 locations including 2 locations within the City of Cleburne and 4 locations within Johnson County. This is what gives First Financial our "One Bank, Multiple Regions" concept that combines community bank culture with "Big Bank" security and benefits.

First Financial Bank has provided our proposal in response to the County's request for proposal for Primary Depository Services This proposal will remain in effect for 180 days after submission. Upon award, the County agrees to commit to First Financial Bank's Depository Contract and Collateral Security Agreement provided. Additional services may require additional agreements. **A cashier's check in the amount of $650,000.00 is enclosed in good faith as instructed by the County.**

First Financial Bank offers the following incentives to continue the working relationship with Johnson County:
- **Competitive interest rates: First Financial Bank will pay an interest rate equal to 85% of the average 91 Day T-Bill from the previous month with a cap of 3.50%. This Cap is increased by 1.00% from our previous contract. The interest is accrued daily and paid monthly.**
- **Checks and Deposit Slips: Free ****
- **First Financial Bank will cover the cost of Remote Deposit Capture check scanners up to $10,000.**
- **Account fees: First Financial Bank is proposing to WAIVE Account Analysis fees, thus eliminating the flat monthly fee of $500 agreed to in the previous contract.***
- **Comprehensive Treasury Management Services which also includes a dedicated Treasury Management Support Department.**

As Regional President of the Chisholm Trail Region, I am authorized to commit First Financial Bank to provide the services stated in this proposal. If you need further information or clarification on any item, please feel free to reach me by calling my direct phone number, 817-202-3156, or by sending an email to aelsner@ffin.com.

Warmest Regards,

Austin Elsner

Austin Elsner
Regional President
Chisholm Trail Region

*   Fees related to Merchant Services, Lockbox Services, RemitPlus Express, and 1ˢᵗ Safe with Loomis are negotiated and billed separately.
** Provided the order is placed through the Bank's provider.

Tab 2

First Financial Bank
Background Information
Required Forms

FIRST FINANCIAL BANK - BACKGROUND INFORMATION

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

When you become a customer of First Financial, you become a member of the family. We encourage open communication to build a strong working relationship. As your needs or processes change, it is our goal to come along side you and apply our technologies resulting in efficient and effective work flow for you and your staff and provide services that help minimize fees, maximize earnings and protect County assets.

As a guarantee of good faith, a Cashier's Check in the amount of $650,000 is included in our bid packet.

Today, First Financial proudly serves the depository needs of over 290 public entities.

WHAT MAKES FIRST FINANCIAL BANKSHARES UNIQUE:

- 134-year history of serving the financial needs of generations of families, professionals and business owners. We have stood tall during difficult economic times, including the Great Depression of the 1930s, the collapse of the Texas economy in the 1980s, and more recent economic difficulties.

- A "One Bank, Multiple Regions" concept that combines the best of "big bank" customer benefits and operating efficiencies with the local decision making and community involvement of a community bank.

- An unwavering commitment to providing exceptional customer service.

- Sound financial management and strong capitalization. In 2024, the Company's earnings increased for the 38th consecutive year.

- A commitment to growth through acquisitions, new branches and expansion of services.

Today, First Financial Bankshares is recognized as one of the nation's top performing banks. In fact, Bank Director Magazine has named First Financial as one of the top 10 banks in the nation in the $5 Billion to $50 Billion asset category in each of the past 16 years.

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

> First Financial Bank
> 400 Pine Street
> Abilene, Texas 79604

FINANCIAL INFORMATION

First Financial Bankshares, Inc. is recognized as one of the nation's most financially secure banking institutions, with assets of $14 billion. The Company operates multiple regional banks with 79 convenient banking locations, plus a Trust Company with seven convenient locations, all to serve customers in Texas markets stretching from Hereford in the Panhandle to Conroe and Orange in southeast Texas. First Financial Bank. is owned by First Financial Bankshares, a publicly traded company on the NASDAQ under the symbol FFIN. The paid up capital stock of the Bank is $ 5,000,000, and the permanent surplus of the Bank is $ 624,367,000.00.

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

https://investorrelations.ffin.com/documents-and-filings/annual-reports/default.aspx

Tab 2 – Depository Background Information
Page **1** of 3

Call Reports through the quarters ending December 31, 2024 and the Uniform Bank Performance Report (UBPR) are provided by navigating to the URL below, selecting the report type desired, and entering the information provided in the screen shot below:

Report *	Call			☐ 508-Compliant		
Report Date *	Single Date		From	12/31/2018	To	
⦿ Institution Name	First Financial Bank, N.A.					ⓘ
○ Unique Identifier	ID RSSD					ⓘ
	Enter the unique identifier in the field below.					
City	Abilene					
State or Territory	TEXAS					

https://cdr.ffiec.gov/Public/ManageFacsimiles.aspx

CUSTOMER SERVICE

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

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

We will support your ongoing operational and technical needs with a four-tiered approach.
- Full-service locations with drive up and night depository capability.
- Contact information for local representatives.
- Our Treasury Management Services operations team is prepared to respond to your needs.
- Our Customer Contact Center is open 6 days a week with extended hours.

Manned by a highly skilled team of professionals, our Customer Contact Center has extended hours to assist customers with questions regarding their account. The Customer Contact Center can be reached at 855-660-5862 Monday through Friday from 8:00 a.m. to 7:00 p.m. and on Saturday between the hours of 9:00 a.m. to 5:00 p.m. Assistance with our Treasury Management services is provided by our support team during normal business hours by calling toll free to 877-627-7201.

PROJECT MANAGER - LOCAL CONTACTS:

Austin Elsner has served First Financial Bank for eight years as the Regional President of the Chisholm Trail Region. Austin offices at our location at 200 North Ridgeway Dr.. His direct office phone number is 817-202-3156 and his cell number is 817-715-0672. His email address is aelsner@ffin.com.

Tab 2 – Depository Background Information
Page **2** of 3

Jaclyn Jansky is Vice President and Retail Supervisor over both Cleburne branches and will continue to serve as the County's primary contact for day-to-day operations and requests for services. As you know, Jaclyn is a seasoned employee with expertise in managing the County's banking needs. Jaclyn's office is close to County offices at our Cleburne Main location at 403 North Main. Her direct phone number is 817-556-5030. Her email address is jjansky@ffin.com.

Haley Snell will continue to provide the County with service and support with Treasury Management services. Haley has 12+ years of TM experience and is very familiar with the county's needs. Haley's office is in Fort Worth, Texas but as you know, she serves multiple cities and counties in and around Johnson County and is easy to get in touch with. Her direct office phone number is 682-703-6489 and cell phone number is 817-247-0828. Her email address is hsnell@ffin.com.

First Financial and its employees are committed to serving the communities in which we live. It is our desire to provide the County with the best in financial services matched with excellent service and support.

REFERENCES:

First Financial currently serves over 290 public entities with depository services, including Johnson County. We offer the following references for Johnson County:

Ellis County
Length of Time Under Contract: 10 years
Contact: Cheryl Chambers, Treasurer
Email: Cheryl.chambers@co.ellis.tx.us
Phone Number: 972-825-5127

City of Cleburne
Length of Time Under Contract: 16 years
Contact: Terry Leake, Director of Finances
Email: terry.leake@cleburne.net
Phone Number: 817-645-0911

Midlothian ISD
Length of Time Under Contract: 18 Years
Contact: Rebecca Metzger, Assistant Superintendent Business & Operations
Email: rebecca.metzger@midlothianisd.org
Phone Number: 469-856-5036

Tab 2 – Depository Background Information
Page **3** of **3**

APPLICATION FOR BANK DEPOSITORY

The paid up capital stock of the Bank is $ **5,000,000,** and the permanent surplus of the Bank is $ **624,367,000.00**.

For Depository Only - A certified cashier's check for $650,000 (One half of 1% of 2023 unaudited revenues of Johnson County and one half of 1% of the average daily balances of the District and County Clerk) made payable to Johnson County accompanies this bid and is tendered under the terms of the law (Local Government Code, Section 116.023) and these specifications.

_____**Austin Elsner**_____is hereby authorized to receipt for said check upon return.

First Financial Bank
_____
(Bidding Bank)

By: _____*Austin Elsner*_____

The following is to be signed when check is returned to bidding bank: Received certified cashiers' check for **$ 650,000.00**_____for

First Financial Bank
_____. (Bank)

Date: _____

By: _____

Tab 2 **-** RFP 2025-302: Bank Depository – Required Forms

Compliance with Federal and State Laws

Certification of Eligibility
By submitting a bid in response to the solicitation, Bidder certifies that at the time of submission, they are not on the Federal Government's list of suspended, ineligible, or debarred entities.
In the event of placement on the list between the time of bid submission and time of award, the Bidder will notify the Johnson County Purchasing Agent. Failure to do so may result in terminating the contract for default.

Relating to State Contracts with and Investments in Companies that Boycott Israel
Effective September 1, 2017, Contractor/Vendor verifies that it/he/she does not boycott Israel and will not boycott Israel during the term of this contract. The term "boycott Israel" is defined by Texas Government Code Section 808.001, effective September 1, 2017.

Relating to State Contracts with and Investment in Companies that do Business with Iran, Sudan, or any known foreign terrorist organizations
Effective September 1, 2017, Contractor/Vendor verifies that it/he/she does not do business with Iran, Sudan, or any known foreign terrorist organizations and will not do business with Iran, Sudan, or any known foreign terrorist organizations during the term of this contract. The term "foreign terrorist organization" is defined by Texas Government Code Section 806.001, effective September 1, 2017.

Disclosure of Interested Parties
By submitting a bid in response to the solicitation, the Bidder agrees to comply with HB 1295, Government Code 2252.908. Bidder agrees to provide Johnson County Purchasing Agent, and/or requesting department, the Certificate of Interested Parties Form 1295 as required, within ten (10) business days from notification of pending award, renewal, amended or extended contract.
Visit https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm for more information.

By submitting a bid in response to the solicitation, the bidder verifies that it complies with Texas Government Code Chapter 2274 and further verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and, will not discriminate during the term of the contract against a firearm entity or firearm trade association.

By submitting a bid in response to the solicitation, the bidder verifies that it complies with Texas Government Code Chapter 2274 and further verifies that it:

(1) does not boycott energy companies; and

(2) will not boycott energy companies during the term of the contract.

In this provision:

(1) "Boycott energy company" has the meaning assigned by Section 809.001.

(2) "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.

(3) "Governmental entity" has the meaning assigned by Section 2251.001

First Financial Bank	200 North Ridgeway Cleburne, Texas 76033	
(Company Name)	(Address)	
	Regional President	March 18, 2025
(Signature)	(Title)	(Date)
aelsner@ffin.com		817-202-3156
(Email)		(Phone)

RESIDENCE CERTIFICATION

Pursuant to Texas Government Code §2252.001 *et seq.,* as amended, Johnson County requires a Residence Certification. §2252.001 *et seq.* of the Texas Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

    (3)   "Nonresident bidder" refers to a person who is not a resident.

    (4)   "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☒   I certify that _____**First Financial Bank**_____ is a Resident Bidder of Texas
                    (Company Name)
as defined in Texas Government Code §2252.001.

❑   I certify that _____ is a Nonresident Bidder as
                    (Company Name)
defined in Texas Government Code §2252.001 and our principal place of business is

_____
(City and State)

CERTIFICATION OF ELIGIBILITY
(This provision applies if the anticipated contract exceeds $25,000)

By submitting a Statement of Qualifications in response to this solicitation, the Respondent certifies that at the time of submission, it is **NOT** on the **Federal Government's** list of suspended, ineligible, or debarred contractors.

In the event of placement on the list between the time of Statement of Qualification submission and time of award, the Respondent will notify the Johnson County Purchasing Agent. Failure to do so may result in terminating this contract for default.

All bidders must be registered and active on www.SAM.gov at the time of award to be considered.

Austin Elsner
_____
Authorized Signature

First Financial Bank
_____
Company Name

Certification Regarding Lobbying
(To be submitted with each bid or offer exceeding $100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

(a)   No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b)   If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c)   The undersigned shall require that the language of paragraphs (a) and (b) of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The Contractor, **First Financial Bank**, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Austin Elsner
_____
Signature of Contractor's Authorized Official

Regional President
_____
Printed Name and Title of Contractor's Authorized Official

March 18, 2025
_____
Date

Anti-Boycott, Anti-Discrimination, Child Support Arrearage, and China Tech Prohibition Verifications

Chapter 2270 of the Texas Government Code, Chapter 2252 of the Texas Government Code, Chapter 809 of the Texas Government Code, and Chapter 2274 of the Texas Government Code are statutes that prohibit certain vendors from contracting with governmental entities if they boycott Israel, are listed as a company that conducts business with terrorist organizations by the Texas Comptroller, boycott energy companies, or discriminate against firearm or ammunition entities or trade organizations, respectively. Such state laws require written verification (per the statement below) by a for-profit organization that is not a sole proprietor, has at least 10 full-time employees, and the contract with the governmental entity has a value of at least $100,000 before a Texas governmental entity may enter into a contract with the company for goods or services involving the expenditure of public funds.

STATEMENT:

Company hereby certifies that:

1. *It is not a company identified on the Texas Comptroller's list of companies (https://comptroller.texas.gov) known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State;*

2. *Neither Company, nor any affiliate, subsidiary, or parent company of Contractor, if any (the "Contractor Companies"), boycotts Israel;*

3. *Neither Company, nor any affiliate, subsidiary, or parent Companies boycotts energy companies; and*

4. *It does not discriminate against a firearm entity or firearm trade association.*

Company agrees that Company and affiliate, subsidiary, or parent Companies will not engage in the activities listed above during the term of this Agreement. For purposes of the Agreement, the term "boycott" shall have the meaning set forth in Chapter 2271 and Chapter 809 of the Government Code, as applicable.

Company certifies by signature of its authorized representative on this document that it does and will so long as any Agreement is in effect with Johnson County, Texas comply fully with Section 889 of the National Defense Authorization Act for Fiscal Year 2019 (NDAA FY19) and Section 5949 of the National Defense Authorization Act for Fiscal Year 2023 (NDAA FY23) that by their terms are applicable to the Company in its capacity s an information technology services provider providing services to Johnson County, Texas, and with any additional existing and future "China Tech Prohibitions" promulgated or enacted by the Unites States Government.

Company certifies that pursuant to Section 231.006 of the Texas Family Code that the individual or business entity named below is not ineligible to receive the specified payment(s) and acknowledges that any contract may be terminated and payment may be withheld if this certification is inaccurate. Company states that it is not ineligible to receive State or Federal funds due to child support arrearages.

Company Name: First Financial Bank

Signature of Company's Authorized Official: _Austin Elsner_

Print Name: Austin Elsner

Title: Regional President   **Date:** March 18, 2025

VERIFICATION

STATE OF Texas   **COUNTY OF** Johnson

BEFORE ME the undersigned authority, _Austin Elsner_ appeared on behalf
of _First Financial Bank_ (company), who did verify that the above Statement is true.

Charli Koths

Notary Public, State of _Texas_
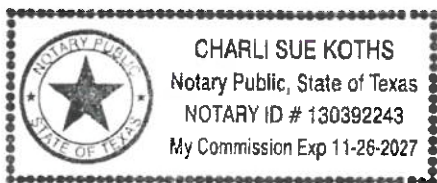
FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY

Disadvantaged Business Enterprises (DBE) are encouraged to participate in Johnson County's bid process. The Purchasing Department will provide additional clarification of specifications, assistance with Price Forms, and further explanation of bidding procedures to those DBE who request it.

Representatives from DBE companies should identify themselves as such and submit a copy of the Certification.

Johnson County recognizes the certifications of both the State of Texas General Services Commission HUB Program and the North Central Texas Regional Certification Agency. All companies seeking information concerning DBE certification are urged to contact.

Texas Procurement and Support Services		North Central Texas
Statewide HUB Program		Regional Certification Agency
1711 Jacinto Blvd.		624 Six Flags Drive, Suite 100
PO Box 13047	**OR**	Arlington, Texas 76011
Austin, Texas 78711-3047		(817)640-0606
(512)463-5872		

If your company is already certified, attach a copy of the certification to this form and return with bid.

Company Name: __**FirstFinancial Bank**_____

Representative: __**Austin Elsner**_____

Address: __**200 N Ridgeway**_____

City, State, Zip: __**Cleburne TX 76033**_____

Phone No: __**817-715-0672**_____

Fax No: _____

CERTIFICATION OF ELIGIBILITY
(This provision applies if the anticipated contract exceeds $25,000)

By submitting a Statement of Qualifications in response to this solicitation, the Respondent certifies that at the time of submission, it is **<u>NOT</u>** on the **<u>State of Texas</u>** list of suspended, ineligible, or debarred contractors.

In the event of placement on the list between the time of Statement of Qualification submission and time of award, the Respondent will notify the Johnson County Purchasing Agent. Failure to do so may result in terminating this contract for default.

https://comptroller.texas.gov/purchasing/programs/vendor-performance-tracking/debarred-vendors.php

Austin Elsner

Authorized Signature

First Financial Bank

Company Name

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.	**OFFICE USE ONLY**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

Date Received

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

1   **Name of vendor who has a business relationship with local governmental entity.**

First Financial Bank

2   ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3   **Name of local government officer about whom the information is being disclosed.**

None
_____
Name of Officer

4   **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes   ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes   ☐ No

5   **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6   ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Austin Elsner
_____
Signature of vendor doing business with the governmental entity

_____
Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:
    (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
    (B) a transaction conducted at a price and subject to terms available to the public; or
    (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):
    (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:
        ***
      (2) the vendor:
        (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that
            (i) a contract between the local governmental entity and vendor has been executed; or
            (ii) the local governmental entity is considering entering into a contract with the vendor;
        (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:
            (i) a contract between the local governmental entity and vendor has been executed; or
            (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)
    (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:
      (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
      (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
      (3) has a family relationship with a local government officer of that local governmental entity.
    (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:
      (1) the date that the vendor:
        (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
        (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
      (2) the date the vendor becomes aware:
        (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
        (B) that the vendor has given one or more gifts described by Subsection (a); or
        (C) of a family relationship with a local government officer.

PROPOSAL SIGNATURE FORM

The undersigned agrees this Proposal becomes the property of Johnson County after the official opening.

The undersigned affirms that they are duly authorized to execute a contract, that this Proposal has not been prepared in collusion with any other Respondent, nor any employee of Johnson County, and that the contents of this Proposal have not been communicated to any other Respondent or to any employee of Johnson County prior to the official opening.

The undersigned affirms that they have read and do understand the specifications and any attachments contained in this RFP package. Failure to sign and return this form will result in the rejection of the entire Proposal.

Signature:

X _Austin Elsner_____
Authorized Representative

NAME AND ADDRESS OF COMPANY:

First Financial Bank

Date **March 18, 2025**

200 N Ridgeway

Name **Austin Elsner**

Cleburne TX 76033

Title **Regional President**

Tel. No. **817-202-3156**

FAX No. _____

E-Mail Address: **aelsner@ffin.com**

AFTER HOURS EMERGENCY CONTACT:

Name: **Austin Elsner**

Tel. No. **817-715-0672**

THIS FORM MUST BE SIGNED.

Form **W-9**

(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer
Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

First Financial Bank

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC   ☑ C Corporation   ☐ S Corporation   ☐ Partnership   ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

400 Pine Street

6 City, state, and ZIP code

Abilene TX 79601

Requester's name and address (optional)

7 List account number(s) here (optional)

Print or type.
*See **Specific Instructions** on page 3.*

Part I   Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number

7 5 – 0 2 6 4 2 0 0

Part II   Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of
U.S. person ▶   Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

• Form 1099-INT (interest earned or paid)

• Form 1099-DIV (dividends, including those from stocks or mutual funds)

• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)

• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)

• Form 1099-S (proceeds from real estate transactions)

• Form 1099-K (merchant card and third party network transactions)

• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)

• Form 1099-C (canceled debt)

• Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Cat. No. 10231X

Form **W-9** (Rev. 10-2018)

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting,* later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

• An individual who is a U.S. citizen or U.S. resident alien;

• A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;

• An estate (other than a foreign estate); or

• A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

• In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;

• In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and

• In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the instructions for Part II for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code,* later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships,* earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code,* later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

• Generally, individuals (including sole proprietors) are not exempt from backup withholding.

• Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.

• Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

• Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester,* later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov.* You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/Businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code,* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i) (A))	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships,* earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:
• Protect your SSN,
• Ensure your employer is protecting your SSN, and
• Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint.* You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Visit *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Tab 3

Scope of Work

SCOPE OF WORK

First Financial Bank has a long history of serving businesses and public entities in the State of Texas. We currently serve Johnson County and its staff with depository services and it is our desire to continue serving the County without interruption.

First Financial is proud of our history and proven record of service to customers and to the communities in which we operate. For the past 9 years, First Financial has conducted an annual *Day of Service.* Last year on October 7, 2024 over 1,300 employees state wide provided assistance and performed services in 30 locations across First Financial's footprint. Projects included meal preparation and delivery, landscaping and painting, visiting homebound individuals and continued education through the Bank's Elder Financial Exploitation Prevention Program. This event has become a tradition and one of the highlights of the year.

First Financial and its employees are committed to investing in their communities by living and working in an area they love and by filling positions on boards of directors of various non-profit organizations.

The following topics provide the specifications and are in direct response to the topics in the County's RFP:

GOOD FAITH GUARANTEE: <u>Depository Bid Only</u> – Bank must submit with the Bid Worksheet a certified cashier's check for **$650,000** (one-half of the one percent of the County's audited revenue for 2023; LGC 116.023, and one –half of one per cent of the average daily balances of the County and District Clerks' Trust Accounts; LGC 117.021) payable to Johnson County as a guarantee of good faith. The check will be held by the County until the Depository Bank is selected and the securities have been pledged.

AMOUNT TO BE PLEDGED: The initial amount of securities to be pledged against Johnson County funds shall be adequate to fully collateralize the funds of Johnson County according to the laws of the State of Texas and shall continuously remain as such. At the time of execution of the depository contract, this amount is expected to be between **$25,000,000.00 and $30,000,000.00**. These securities are to cover funds belonging to the County, funds deposited by the Tax Assessor-collector, Johnson County Community Supervision and Trust Funds controlled by the County Clerk and the District Clerk. The amount is subject to change as deposits fluctuate, peaking during tax season, November throughout the end of February. Changes in the amount of securities pledged require the approval of the Johnson County Treasurer and/or County Auditor. Securities pledged must be held at a Third Party bank approved by the Commissioner's Court or at the Federal Reserve Bank, Dallas, Texas in Johnson County's Public Funds Collateral Account.

If selected as Depository, vendor shall agree to provide, within fifteen (15) days: Pledged securities in the amount provided by law under Texas LGC, Sec. 116.054, but limited to United States Government Bonds, Notes and Bills; United States Agencies; Federal Housing Administration Bonds; Federal National Mortgage Association Bonds; and Municipal Securities bearing Moody's "AA" or better rating. The pledged securities apply not only to County operating Funds, but also to any trust funds in which the County Clerk and/or District Clerk of Johnson County have duties.

The bank must be the true and legal owner of all securities to be pledged to the County. The securities must be free and clear of all liens, claims or pledges for any other purpose. The County will not accept any security acquired by the ban under a repurchase agreement.

As stated in Code Section 116.023, "**if a bank is selected as a depository and does not provide the required bond, the County shall retain the amount of the check as liquidated damages.**"

Tab 3 Scope of Work
Page 1 of 15

COLLATERAL: Within fifteen (15) days after the selection of the Depository Bank(s), the bank(s) so selected shall qualify thereof as provided by law. The Johnson County Commissioners Court has selected the Irrevocable Standby Letter of Credit and/or the securities pledge contract provided for under Texas Local Government Code Ann. Chapter 116, as the method of securing the funds of the County. The County believes that the most effective form of collateral will likely be a combination of the Irrevocable Standby Letter of Credit from the Federal Home Loan Bank and Securities. Each applicant should include a description of the collateral it would propose.   The bank(s) selected as Depository Bank will execute within the time prescribed by law (1) a securities pledge contract accompanied by securities as hereinafter specified, or (2) an Irrevocable Standby Letter of Credit issued by a Federal Home Loan Bank as allowed under The Public Funds Investment Act, Section 2256.009, or (3) both such securities pledge contract and Irrevocable Standby Letter of Credit. If both such securities pledge contract and Irrevocable Standby Letter of Credit are executed, the applicant will maintain, at all times during the term of the depository contract, the value of the pledged securities plus the amount of the Irrevocable Standby Letter in an aggregate equal to, or in excess of the amount of deposits. Whenever there shall accrue to the County funds in the County Depository in excess of the amount of securities and/or Irrevocable Standby Letter so pledged, the Depository Bank(s) shall immediately pledge additional securities and/or Irrevocable Standby Letter in an amount sufficient to secure the increased deposits. When the County funds in a depository shall be reduced below the amount of the Irrevocable Standby Letter and/or securities pledged, the Depository Bank(s) may withdraw such excess.

Pledged securities shall be in the amount and of the kind prescribed by law under Texas Local Government Code Ann. Chapter 116, and must be acceptable to Johnson County. Collateral shall consist of United States Treasury Bills, Notes or Bonds, any United States Agency security and/or Federal Home Loan Bank Irrevocable Standby Letter.

In compliance with Government Code, Section 2257.104 and to compensate for increases or decreases in County deposits and fluctuation of market value of pledged collateral, the minimum market values of collateral shall be 103% of County deposits.

Adjustable Rate Mortgage (ARMs) and Collateralized Mortgage Obligations (CMOs) are not acceptable.

The depository pledge contract shall be on a form prescribed by the Commissioners Court and shall contain conditions as provided under Texas Local Government Code Ann. Chapter 116. The securities so pledged shall be deposited in the Federal Reserve Bank without expense to the County under an appropriate contract to be drawn conformable to the provisions of Texas Local Government Code Ann. Chapter 116 and amendments thereto, and in accordance with the application, if approved. If an Irrevocable Standby Letter is used it will be issued by the Federal Home Loan Bank.

Pursuant to Texas Local Government Code Ann. §116.060 to the extent that deposits of County Funds are insured under the provision of 12 U.S.C.A. Section 1811-1832, no Irrevocable Standby Letter of Credit or security for such deposits shall be required.

Tab 3 Scope of Work
Page 2 of 15

First Financial Bank will meet the requirements to collateralize funds in excess of the FDIC insurance limit with high quality Bank-owned investment securities that are in compliance with the Texas Public Funds Collateral Act, Chapter 2257. First Financial Bank will monitor balances daily and add securities as needed to collateralize funds at 103% of County funds held on deposit. First Financial Bank will deliver a detailed monthly report itemizing the securities held on behalf of Johnson County. As new securities are added a Pledge Notice will be delivered.

First Financial Bank currently has Federal Home Loan Bank Leers of Credit to meet the collateral requirements and will continue to do so during the next contract term. Federal Home Loan Bank LOC allows the bank to collateralize with a line of credit backed by the Federal Home Loan Bank

Public Fund Entity Benefits:

❙ Payment on presentment without court action.

❙ Fixed and defined values

❙ High credit quality (AAA / AA+)

However, if the Bank needs to pledge securities on behalf of Johnson County, the investment securities pledged as collateral will be securities issued and guaranteed by Government-Sponsored Agencies; such as Federal National Mortgage Association ("FNMA") and the Federal Home Loan Mortgage Corporation ("FHLMC").

Frost Bank of San Antonio serves as the Bank's third party custodian of all bank owned securities. Frost will provide Pledge Notices for each security pledged on behalf of Johnson County.

We encourage the County to maintain an open line of communication enabling the Bank to adjust pledged securities when large deposits are expected.

Behind Tab 6, we have included samples of the Pledge Notice and the Authorization to Release Pledged Securities.

INVESTMENTS MADE OUTSIDE DEPOSITORY: Johnson County reserves the right to make external investments according to the Laws of the State of Texas and the Investment Policy of Johnson County.

In compliance with Govt. Code 2256.005 of the Public Funds Investment Act, all offers will be required to comply with Johnson County Investment Policy and execute an "Agreement in Principal" (AIP) with the County. In addition to addressing the requirements of this notice to offertory, vendors are certainly encouraged to propose alternative approaches that may further enhance operational or financial success.

First Financial Bank understands the County may exercise the option to purchase investments outside of the depository contract. First Financial Bank offers Safekeeping Services for our public entities that require custodial services.

Tab 3 Scope of Work
Page 3 of 15

First Financial Bank will provide delivery instructions to the County to provide to brokers. When the County purchases of a new security through its broker, First Financial Bank will settle the transaction. A Safekeeping receipt will be delivered to the County.

A sample Safekeeping Agreement is provided behind Tab 6 along with a sample Safekeeping Report and Receipt.

INTEREST AND INTEREST RATE: Variable interest rate bids and fixed interest rate bids on accounts and certificates of deposit shall be quoted by the Bank. Johnson County reserves the right to select the rate most favorable to the County any time during the term of the contract, subject to banking laws.

First Financial Bank offers a full range of investment options from Interest Bearing Checking Accounts and Savings Accounts to Certificates of Deposit with varying maturity dates.

First Financial Bank is proposing interest bearing checking accounts to Johnson County earning interest at a rate equal to 85% of the 4 week average 91 Day T-Bill rate during the prior month with a cap of 3.50%.

INTEREST BEARING ACCOUNTS: Johnson County will have accounts established under these specifications for disbursing checks. Wire transfers, ACH transfers, internal bank transfers, deposits and/or remote deposits will also be made from these accounts. These accounts may vary during the duration of the contract, and accounts may be added, changed, and/or closed as the need arises with notice to the bank.

First Financial Bank will work with the County to open and close accounts as needed. First Financial Bank will also structure the accounts following the County's direction.

First Financial Bank is proposing an interest rate equal to 85% of the average 91 Day T-Bill rate during the prior month with a cap of 3.50% for all interest-bearing checking accounts.

MERCHANT SERVICES: The Depository Bank will process taxpayer credit or debit card payment transactions upon request of the County. The Depository Bank must offer a merchant service program that will automatically handle the convenience fee whereas the County is not assessed any monthly interchange fees associated with processing of credit and debit card transactions.

First Financial Bank partners with Global Payments Company, and 1st Data Corporation, as premier providers of merchant services, for credit card processing. Through Global Payments Company and 1st Data Corporation, we offer a suite of products and services using traditional terminals, mobile, gateway, and wireless solutions.

With Global Payments and 1st Data Corporation and the support from First Financial Bank, merchants are assured of receiving outstanding customer support and dependable credit card processing. Highlights include:
- **Month to month service, no contract required**
- **Competitive Rates, no hidden fees, no monthly minimums**
- **Easy application process**
- **24/7 Help Desk support**

Tab 3 Scope of Work
Page 4 of 15

❙ **Online Reporting**
❙ **Automated Chargeback process**

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

Global Payments and 1st Data Corporation provides a separate monthly statement to document activity and charges related to merchant services.

Through a partnership with eGov Strategies, Global Payments Company provides merchant services for government entities that are uniquely designed to meet the needs of its customers. eGov Strategies offers a no-cost solution for qualifying government entities, such as Johnson County.

As the County assesses their needs for Merchant Services, we welcome the opportunity to extend services to other County offices through Global Payments Company and eGov Strategies.

PAYMENT OF SERVICES: Bank will specify fees required for services. Banking services not detailed on the Bid Worksheet will be provided at no cost to the County.

Upon award and at the start of the new contract period, , First Financial Bank will WAIVE Account Analysis Fees with the exception of services such as Merchant Services, Lockbox, RemitPlus Express, and Smart Safes, which are billed separately. This eliminates the flat monthly fee of $500 under the previous contract. Johnson County will earn interest on all deposited funds at a rate equal to 85% of the average 91 Day T-Bill rate during the prior month with a cap of 3.50%. The County has a predictable, easy to budget cost while earning interest on all accounts without having to transfer funds.

To illustrate the waive fee scenario, we have included a proforma behind Tab 4 with the Proposal Worksheet.

CONTACT PERSON: Bank must identify a local senior level management person who will be responsible for overseeing the Bank's entire relationship with Johnson County, who will serve as the County's primary contact and who will be able to make decisions regarding operational aspects of this contract.

Jaclyn Jansky is Vice President and Retail Supervisor over both Cleburne branches and will continue to serve as the County's primary contact for day-to-day operations and requests for services. As you know, Jaclyn is a seasoned employee with expertise in managing the County's banking needs. Jaclyn's office is close to County offices at our Cleburne Main location at 403 North Main. Her direct phone number is 817-556-5030. Her email address is jjansky@ffin.com.

Haley Snell will continue to provide the County with service and support with Treasury Management services. Haley has 12+ years of TM experience and is very familiar with the county's needs. Haley's office is in Fort Worth, Texas but as you know, she serves multiple cities and counties in and around Johnson County and is easy to get in touch with. Her direct office phone number is 682-703-6489 and cell phone number is 817-247-0828. Her email address is hsnell@ffin.com.

Tab 3 Scope of Work
Page 5 of 15

Austin Elsner has served First Financial Bank for eight years as the Regional President of the Chisholm Trail Region. Austin offices at our location at 200 North Ridgeway Dr.. His direct office phone number is 817-202-3156 and his cell number is 817-715-0672. His email address is aelsner@ffin.com.

APPLICANT BANKS submitting a proposal and are not located within the city limits of the County Seat, the city of Cleburne, must include in the submission a guarantee of daily pickup and delivery services to all County offices in the City of Cleburne at no cost to the County.

First Financial Bank offers two full service location within the City limits of Cleburne. The location addresses and hours of operation are as follows:

Cleburne Main Location (2.4 mi.):   **Drive Thru:**
403 North Main   **403 North Main**
Cleburne, Texas 76033   **Cleburne, Texas 76033**
817-556-5050

Hours: **Hours:**
Monday – Thursday: 9:00AM – 5:00PM   **Monday – Friday: 7:30AM – 6:00PM**
Friday: 9:00AM – 6:00PM

Ridgeway Location (2.9 mi.):   **Drive Thru:**
200 North Ridgeway   **200 North Ridgeway**
Cleburne, Texas 76033   **Cleburne, Texas 76033**
817-556-5050

Hours: **Hours:**
Monday – Thursday: 9:00AM – 5:00PM   **Monday – Friday: 7:30AM – 6:00PM**
Friday: 9:00AM – 6:00PM   **Saturday: 8:00AM – 12:00PM**

Other location in the Cleburne region include Burleson, Alvarado, Midlothian, and Waxahachie. Each location provides full service with drive through facilities and ATMs.

The ATM at the Main Street location is capable of accepting deposits.

SERVICES REQUIRED

The Depository Bank shall provide on-line access to the County for daily reporting on fund balances, managing controlled disbursements, collected and ledger balances, detailed debits and credits, stop payments request, confirmations and detail debits and credits. Attach product description and sample reports of the on-line access available. **Banks should be prepared to provide the Treasurer's office an opportunity to physically work with this technology before the bid is awarded.**

By 8:00AM each business day, Online Banking is updated with all overnight transfer activity and current day activity. Wire Transfer activity memo posts upon arrival with immediate availability to funds. Incoming ACH activity is memo posted three times during the day. First between 4:00AM and 6:00AM, then by 3:00PM, and finally by 5:00PM each business day with immediate availability of funds. In-clearing checks are memo posted by 3:00PM daily providing the County an opportunity to

Tab 3 Scope of Work
Page 6 of 15

review items prior to posting, and if necessary fund accounts by deposit at any First Financial Bank location or by transferring funds using Online Banking from another account by 11:00PM.

Business Online Banking provides authorized users:

- **Ability to view account balances, history, and statements online**
- **Review electronic activity as it happens – such as ACH activity**
- **View check images front and back – even deliver image as attachment**
- **Transfer funds between internal accounts and make loan payments**
- **Apply Principal Only payments to loans**
- **Schedule transfers to occur on a specific date – routinely or one time**
- **Create Alert Messages for email or text notification when subscribed condition is met**
- **Download transactions to CSV, Excel®, Quicken® or QuickBooks®**
- **Initiate Domestic Wire Transfers until 4:30 PM (International – No cut-off) ***
- **Originate ACH Payments and Collections**
- **Remote Deposit Capture for efficient check depositing**
- **Initiate Stop Payments**
- **True online E-Statement including check images**
- **Single Sign on to Payment Manager**
- **Mobile deposit**

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

A sample Business Online Banking form is included with Services Agreement behind Tab 8. First Financial Bank offers Single Sign On to the Positive Pay, ACH Origination and Remote Deposit systems from Online Banking. An Online Banking User Guide with separate Wire Transfer Instructions are provided behind Tab 7.

Monthly account analysis reports will be provided for each account and on a total account basis. The account analysis will contain, at a minimum, the following;

a. daily average ledger balance	e. daily average float
b. average collected balance	f. reserve requirements
c. price levels for each activity	g. monthly volumes by type
d. earnings allowance	

A sample account analysis format must be provided as part of the bid.

First Financial Bank will prepare and account analysis statement for all transactional accounts not earning interest. The County will receive individual account statements as well as a consolidated statement to combine balances enabling the County to benefit from compensating balances to offset bank service charges on all accounts. The County can maintain balances sufficient to compensate the bank for all or a portion of the bank service charges. The County can set a peg balance in the non-interest bearing transactional account to maintain compensating balances at a specific amount. Automatic transfers will move balances above the peg balance to an interest-bearing account.

Tab 3 Scope of Work
Page 7 of 15

We will work with the County to structure the accounts to provide the County maximum benefit by reducing fees and maximum earnings on excess balances.

Account Analysis statements are published around the 15th of each month. A sample Account Analysis statement is provided behind Tab 5.

STATEMENTS: Monthly account statements will be provided with all corresponding checks, debit and credit memos, and/or optical images of the front and back of checks, debit and credit memos, deposited items, etc. The statement shall, at a minimum, include the number of checks, deposits and deposit items posted, daily ledger balances, average daily ledger balance for the month, average daily collected balance for the month and other items on which charges are based. Such statements shall be provided within five (5) working days after calendar month-end.

Monthly statements detailing all debit and credit transactions are prepared for all accounts, and will be available in Online Banking on the morning following the statement drop, which is the last business day of the month. Statements will reflect activity by the calendar month. Statements are mailed the day they drop. eStatements are also available within online banking and can be downloadable in PDF format and are available to the County within three (3) days after the statement drops.

First Financial Bank offers the ability to download up to 7 years of statement images as well as the front and back images of all paid items using our eStatement ISO file. eStatement ISO is a feature within our Business Online Banking service. Two authorized users can be set up to access eStatement ISO. Users can select one statement date or a range of dates. The file can be stored on the user's local PC or saved to a network location available to the user. The monthly fee for eStatement ISO is $15.00 per month or included in the selected Treasury Package. **

DAYLIGHT OVERDRAFT PROVISIONS: The RFP should include any Bank policy regarding daylight overdraft charges and/or handling fees.

First Financial Bank does not assess an overdraft fee when a balance falls into a negative position during the business day. By 3:00PM on each business day, First Financial Bank will provide the County with the inclearing items that will post with night processing. By monitoring account balances the County can review items and transfer funds by 11:00PM to fund an account that is underfunded at the end of the day.

CASH OVERDRAFTS: For the purposes of determining cash overdrafts, the daily cash balance in all County accounts will be added together and if a negative balance occurs, the County's account is considered to be over-drafted. An applicable insufficient funds fee may then be charged in the analysis.

First Financial Bank will contact the County in the event an account is overdrawn. The County will have the opportunity to transfer funds from another account or make a deposit. At the present time, overdrafts are assessed by account. In the event and account is insufficient, the overdraft fee will be charged through the analysis system.

STOP PAYMENTS: The Bank shall offer Stop Payment services through online access for the County Treasurer and/or their assignee and the Tax Assessor-Collector and/or their assignee for Tax Assessor-Collector accounts. The Bank shall be required to process stop payments on verbal instructions from

Tab 3 Scope of Work
Page 8 of 15

the County Treasurer and/or their assignee and the Tax Assessor- Collector and/or their assignee for Tax Assessor-Collector accounts with follow-up written confirmation.

Those authorized by the County can initiate Stop Payment orders using Online Banking. The system will accommodate two layers of approval if the County requires dual control. Stop Payments placed online are immediately active and do not require written follow up.

The County can also provide Stop Payment instructions verbally. The Stop Payment order will be applied immediately; however, verbal Stop Payment order require written follow up within 14 days of the verbal order.

STALE DATED CHECKS: The Bank will agree not to honor stale dated checks on Johnson County accounts that are not endorsed by the County, as acceptable, after the County has delivered to the Bank an approved canceled list from the records of Commissioners' Court.

First Financial Bank's Positive Pay system can screen checks for stale dates. The success is dependent up the County providing a list of issued checks or entering checks manually into the Positive Pay system. When a check is presented for payment that is beyond 180 days or the number of days the County specifies for stale dated checks, the check will be flagged as an Exception with the reason of Stale Date. An email alert is sent to those designated by the County whenever there are Exceptions. There emails are sent 2 times in the morning (the second email is sent for exceptions not yet worked) at 8:00 AM and at 12:00 PM. Authorized users will connect to the Positive Pay system, review the Exception and make a Pay or Return decision.

The County can determine the number of days a check will be honored. Our Positive Pay system interacts with our teller system. If a check is presented at the teller line and it cannot be validated in the Positive Pay system, the teller will not pay the item and is instructed to refer the payee to the County.

PAYROLL DIRECT DEPOSIT: Bank must provide the capability for the County to utilize "Direct Deposit" payroll processing, allowing employees to select the bank of their choice, and the option to pay utilizing a Payroll Card, if the County were to mandate all County employees to use Direct Deposit Pay.

First Financial Bank offers ACH Origination services for Direct Deposit payroll. Employees can bank anywhere in the United States and receive their payroll funds timely, securely, and reliably. Since the County banks with First Financial, there is no interruption, setting changes or changes to make for payroll to arrive in employees' accounts.

The County's payroll system creates an electronic file of ACH entries which is easily uploaded. We require a NACHA formatted file to arrive no later than 5:00PM just one business day before the effective date, which is payday. The effective date must be a banking day. Our system also supports the ability to create ACH entries manually.

If the County elects to require Direct Deposit for all employees, First Financial Bank offers a Payroll Card.

PAYROLL CARDS
First Financial Bank offers Payroll Cards branded by MasterCard. Payroll Cards are issued to employees that cannot qualify for a traditional checking account or do not want an account. The

Tab 3 Scope of Work
Page 9 of 15

Payroll Card becomes the employees "checkless checking" account and the continued use of the card is NOT dependent upon employment by the County. A Payroll Card cardholder can receive Direct Deposit from other employers, and Direct Deposits, such as income tax refunds. Payroll Cards become an excellent employee benefit as they provide secure and timely delivery of payroll funds as well as extended purchasing power for cardholders. Payroll Cards are an excellent solution to achieve 100% participation in Direct Deposit payroll reducing the exposure of the County's bank account number.

ACH TRANSACTION: Bank must provide for acceptance of Automated Clearing House (ACH) credits and debits. Bank is required to provide detailed information of any and all ACH transactions.

First Financial Bank will accept ACH credits and debits on behalf of the County and apply the payments to the appropriate County accounts on the effective date specified with the entry. We will also provide payment detail, called Electronic Data Interchange or EDI, that travels with the ACH entry provided the originator. We will deliver the detail on the same day the payment arrives.

If the County desires to stop certain payments, such as ACH WEB entries initiated online, our Positive Pay system can filter ACH entries based on the County's direction and apply only those allowed. If a new ACH payment is presented an Exception is created for the County to consider for a Pay/Return decision and to add the new entry as an approved transaction.

Whenever an originator includes payment detail with an ACH entry, such as invoice detail, it is called Electronic Data Interchange or EDI. We deliver EDI information as a text document or electronically based on the County's preference. It is delivered on the same day the electronic payment arrives.

A completed EDI request form lets us know to whom we should deliver the EDI data and the accounts to monitor for EDI. A sample EDI Request Form is provided behind Tab 8.

WIRE TRANSFERS: Bank must provide the ability to send wire transfers on an automated and/or manual basis; and also provide the ability to receive wire transfers. Bank must provide the ability to restrict outgoing wire transfers (debits) to only those authorized.

First Financial Bank offers Wire Transfer services for those authorized by the County. Dual control is highly recommended. One person will draft the transaction while a second use logs in and approves the transfer. Approvers are required to enter a bank provided token to authenticate the payment.

Wire Transfers can be initiated through Online Banking, or in person by those with proper authority. The Online Banking system enables users to save Wire Transfer templates for recurring wire transfers. The deadline for sending a wire through Online Banking is 4:30 PM. A wire initiated at any First Financial Bank location must be completed by 3:30 PM.

Incoming Wire Transfers are posted upon arrival. First Financial Bank can also deliver email notifications to designated County staff for both incoming and outgoing Wire Transfers.

STANDARD DISBURSEMENT SERVICES: Standard disbursing services for all accounts are required to include the payment of all County checks upon presentation.

As a full service bank, First Financial Bank provides all standard disbursement services. Authorized County users can view front and back images of all paid items through Online Banking. First Financial Bank will pay items drawn on the Bank upon presentment provided proper identification is presented.

Tab 3 Scope of Work
Page 10 of 15

Employees presenting payroll checks for cashing will not be charged provided the County is participating in Positive Pay.

POSITIVE PAY: Bank will provide a means for the County to upload disbursed check information that will be compared to checks that are presented to the Bank for clearing. Any discrepancies shall be cleared by an authorized County employee before checks are paid by the Bank. Any applicable costs shall be quoted.

Positive Pay is a partnership with the County to help control and detect check fraud. First Financial Bank encourages all businesses to subscribe to Positive Pay. The effectiveness of Positive Pay is dependent upon the County providing information about all issued checks. At a minimum, we need to know the check number and dollar amount of each issued check. By adding Payee Name match, the County can detect whenever a payee name has been altered. Our Positive Pay system is easy to use and does not require a special format. We can accept an Excel file, a Comma Separated Value (CSV) file, or fixed width file with the check number, amount, and ideally the payee name. When checks are presented for payment whether through our inclearing files or through the teller line, we will match the check data against the County's list of issued items. If a check doesn't match the County's check data, it will be considered an exception.

Email notifications are sent to those designated by the County whenever there are Exceptions. The first notification is sent by 8:00AM and a reminder email is sent at Noon if Exceptions have not been cleared. All Exceptions must be cleared by 2:00PM otherwise the Bank will return the Exception Item.

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

We highly encourage the use of Positive Pay as it adds a layer of security for County's funds by monitoring check and ACH activity. A Positive Pay User Guide, including screen shots, is provided behind Tab 7. Our Positive Pay service is included in our Treasury Management Services Master Agreement behind Tab 8.

Positive Pay is included in the cost of our Treasury Management platform and run through Account Analysis, which will be waived for Johnson County. If the Bank needs to return an Exception Item after the 2:00PM deadline, there is a $2.00 per item cost which is also run through Account Analysis.

REMOTE CHECK SCANNERS: Bank will need to provide a remote check scanner to each department that accepts and deposits checks. At this time, it is estimated to need about 15 scanners.

First Financial Bank will provide scanners and cover the cost of those scanners up to $10,000, which should either cover or come close to covering all 15 scanners.

Our remote deposit system is called SmartPay Manager and is comprised of various products: Remote Deposit Complete (RDC), Mobile Remote Deposit Complete (mRDC), and Remote Deposit Now (RDN).

Tab 3 Scope of Work
Page 11 of 15

Remote Deposit Complete (RDC) removes the need for companies and public entities to balance their batches, input misread check amounts, or fix MICR line misreads. The County would be able to simply scan checks and provide a control total. On the back end, any items that are unable to be read by the system will be keyed and balanced against the control total. Mobile Remote Deposit Complete (mRDC) is a companion tool to RDC and will allow the County to make deposits via their mobile device. Items will still be balanced on the back end even when away from the remote deposit scanner and PC.

Remote Deposit Now (RDN) is an option for companies and public entities who need strict control over their items, have rigorous accounting requirements, or just prefer to balance their own items. The County may prefer this product to maintain control totals of County deposits. With RDN the County must be able to do their own balancing, MICR line adjustments, and item amount adjustments.

Deposits are delivered electronically eliminating the need to come to the Bank to make check deposits. Once the checks arrive at the Bank, they are processed and clear the same way checks are delivered to a teller window at the branch.

STANDARD DEPOSIT SERVICES: The Bank will guarantee immediate credit on all wire transfers, ACH transactions and Government checks upon receipt and all other checks based on the Bank's availability schedule. All deposits received before the Bank's established deadline will be credited daily.

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

First Financial Bank accepts deposits at any branch or motorbank location during hours of operation as same day credit. Deposits made at an ATM by 8:00 PM on any banking day will be considered that day's deposit. Check deposits delivered electronically through Remote Deposit by 7:00 PM on any banking day for same day credit.

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

ACCOUNT RECONCILIATION: The County requires a monthly bank account reconciliation plan for all accounts (See Appendix I). If available or on request, the Bank will provide a magnetic tape or CD-Disc of all checks that have cleared all County accounts. This tape or CD shall be in a format that is compatible with the County's reconciliation program.

First Financial Bank's robust online banking system provides those authorized 24-hour access to at least 60 days of transaction history and at least 18 months of statements. Fund transfers are completed in a few clicks, including wire transfers. Our mobile banking solution provides convenient and immediate access to balance information as well as funds transfers including the ability to approve wires. An automated voice response system provides information by phone. An Online Banking Guide and Wire Transfer Guide is provided behind Tab 7. An Online Banking Authorization Form, used to add new users or modify existing users, is provided with the Service Agreements behind Tab 8.

Tab 3 Scope of Work
Page 12 of 15

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

In addition to immediate access to account activity, First Financial Bank can provide images of statements, paid items, and deposits on a CD for archival and easy retrieval. It's an excellent research tool and resource for auditors. A request form is provided behind Tab 8.

AUTOMATIC OVERNIGHT INVESTMENT FACILITY: It is requested that funds in all accounts be pooled and automatically invested on an overnight or weekend basis. The Bank will allocate the pro-rated share of total interest to each account based on each account's balance.

First Financial Bank is proposing interest bearing checking accounts as an investment option for the County. The benefit is the funds remain liquid and can be moved manually or as a prearranged automated sweep. We are proposing an interest rate equal to 85% of the 4 week average 91 Day T-Bill rate during the prior month with a cap of 3.50%. Interest is accrued daily and paid monthly.

CASH MANAGEMENT: The County will require cash management advice on updated and recent developments in cash management procedures and products as they become available.

First Financial Bank is privileged to have Andrea Smiddy-Schlagel, our Executive Vice President of Treasury Management and LOB Manager, and Meg Romano, our Senior Vice President a Sales Manager, on staff. Andrea is a Certified Financial Professional and manages a Team of quality Treasury Management professionals. First Financial Bank welcomes the opportunity to meet with the County to discuss options to help deliver efficiencies to the County, maximize earnings and reduce expenses. First Financial Bank continually works with its providers to update systems and stay abreast of new developments that benefit our customers.

Vendors are invited to propose additional cash management services that are not specified herein.

EXPENSE ALLOWANCE: State the dollar amount, if any, the Bank will be willing to provide for expenses incurred due to changing depository banks. (For example: checks, deposit slips, endorsement stamps)

First Financial Bank is currently serving the County with Depository services, therefore, daily operations would continue in the new contract without interruption and without expenses as well as training on systems when moving to a new financial institution. One expense allowance has been outlined in this proposal however. First Financial Bank is offering a credit of up to $10,000 to cover or help cover the cost of up to 15 new RDC Scanners.

OTHER SERVICES: As described on the Bid Worksheet, the Bank will acknowledge services provided and attendant fees for such.

RemitPlus Express and RemitCentral

Tab 3 Scope of Work
Page 13 of 15

Recently, we introduced RemitPlus Express, which is a web-hosted solution to scan both checks and payment coupons in a single pass. Check deposits are delivered to the bank electronically and the payment information, such as account number and payment amount, is extracted in a separate file. The payment file is customized to import into the County's accounting system to post the payments.

RemitCentral compliments RemitPlus Express. RemitCentral gathers payment information from bill payment service providers for Johnson County receivables. The funds are delivered electronically and the payment detail is delivered through RemitCentral reducing the number of paper checks. After paper checks are scanned in RemitPlus Express, a menu option is selected to import the electronic payment detail from RemitCentral into a single accounts receivable file in order to apply all payment credits electronically.

This process expedites the payment posting and bank deposit process. RemitPlus Express is very cost effective solution. The cost is $200 per month for one workstation with additional workstations added at $50 each. The per item cost is $0.10 which is applied to every item scanned in RemitExpress Plus and imported through RemitCentral. In addition to the application and per item cost, the scanner is sold separately. RemitCentral is billed separately and not included in the flat monthly fee option.

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

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

For non-profits, the CommUNITY card offers a standard non-rewards program without an annual fee and a rewards program with an annual fee of $99. The CommUNITY card is a pay in full program.

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

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

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

Lockbox Services will vary depending upon the level of service required. Fees related to Lockbox

Tab 3 Scope of Work
Page 14 of 15

Services are billed separately and not included in the flat monthly fee option.

1ˢᵗ Safe and Loomis Armored Car Services
First Financial Bank offers 1stSafe in conjunction with Loomis. A separate contract is required when implementing 1stSafe. A brochure describing the services is provided in the back cover of the bid packet.

Smart safe technology provides same day credit for all cash deposited through the safe. Cash is safely stored until the scheduled pickup by Loomis' Armored Car service. As cash is fed into the safe, it is counted and at a scheduled time each day, the totals are uploaded to Loomis' secure internet site. The deposit activity is also transmitted to the Bank for credit to your account. On a scheduled basis, Loomis will pick-up cash stored in the safe.

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

With 1stSafe, you have peace of mind knowing credit for cash is provided and cash is safely stored until the next armored car pick-up. Fees related to 1ˢᵗ Safe are billed separately and not included in the flat monthly fee option.

OnSite Service and Support
First Finanical is proud of its Customer Service 1ˢᵗ program. Every employee strives to exceed our customers' expectations by providing first-class service with personal attention. I am certain the staff of Johnson County has experienced the First Financial Bank difference. We are pleased to offer on-site support for our Treasury Management Services.

First Financial Bank offers a comprehensive suite of Treasury Management Services. A brief description of each service is provided behind Tab 7. Behind Tab 8, we provided Online Banking and Positive Pay User Guides. These guides provide screen shots and instructions on the most popular features of each program.

We look forward to continue providing depository services to Johnson County.

Tab 3 Scope of Work
Page 15 of 15

Tab 4

Proposal Worksheet

RFP 2025-302: Bank Depository Contract for Johnson County

PROPOSAL WORKSHEET

Please note if this proposal is for Depository Contract:

First Financial Bank is presenting this proposal with the desire to continue serving Johnson County with depository services and negotiate a Depository Contract.

Money Market Sweep Accounts: MMF Interest Rate** minus **15** basis points
Interest Rate

Interest Bearing Checking Accounts: Variable**   minus **15** basis points
Interest Margin

*Variable Rate = 91 Day US T-Bill Effective Rate (as determined by latest T-Bill Auction) + Margin (Based on basis points).

Example: If 91 Day US T-Bill effective rate is 2.3% and basis points are 50.0, the variable rate is 2.8%.

First Financial is proposing interest bearing checking accounts for the County as an investment option earning interest at a rate equal to 85% of the 4-week average 91 Day T-Bill rate during the prior month with a cap of 3.50%.

 Certificates of Deposit - Variable Interest Rate
91 Day US T-Bill Effective Rate (as determined by latest T-Bill Auction)

First Financial does not offer a CD tied to a variable rate.

	Less than $100,000	More than $100,000
1. Maturity 7-29 days	+____basis points	+____basis points
2. Maturity 30-59 days	+____basis points	+____basis points
3. Maturity 60-89 days	+____basis points	+____basis points
4. Maturity 90- 179 days	+____basis points	+____basis points
5. Maturity 180 - 1 year	+____basis points	+____basis points
6. Maturity over 1 year	+____basis points	+____basis points

Certificates of Deposit – Fixed Interest Rate

	Less than $100,000	More than $100,000
1. Maturity 7-29 days	**0.20%**	**NA**
2. Maturity 30-90 days	**1.25%**	**1.25%**
3. Maturity 81-180 days	**1.95%**	**NA**
4. Maturity 191-364 days	**2.25%**	**2.25%**
5. Maturity 12-17 month	**2.50%**	**2.50%**
6. Maturity 18-23 month	**2.60%**	**NA**
7. Maturity 24-35 month	**2.55%**	**NA**
8. Maturity 36-47 month	**2.50%**	**NA**
9. Maturity 48-59 month	**2.40%**	**NA**
10. Maturity 60 month	**2.35%**	**NA**

Rates stated above are as of March 7, 2025 and are subject to change.

Services Provided:

1) Monthly Account Analysis   Yes _X_   No ____ $ **Waived** Fee
(Individual and Group)

Comment: First Financial Bank is proposing to WAIVE Account Analysis fees and do away with the $500 flat monthly fee.

2) Automated Balance Reporting   Yes _x_ No___ $___0___ Fee
    on Daily Activity

Comment: Those authorized by the County can access balance and transaction history through Online Banking.

3) Wire Transfer   Incoming   Yes _X_   No ___   **Waived**

                Outgoing   Yes _X_   No ___   **Waived**

                Repetitive   Yes _X_   No ___   **Waived**

                Non-Repetitive   Yes _X_   No ___   **Waived**

Comment: First Financial Bank is proposing to WAIVE Account Analysis fees and do away with the $500 flat monthly fee.

4) ACH Service Transfers   Outgoing-Bank   Yes _X_ No_____ **Waived**

    Computerized   Yes _X_ No ____ **Waived**

Comment: First Financial Bank is proposing to WAIVE Account Analysis fees and do away with the $500 flat monthly fee.

5) In-House Account Transfers   Repetitive   Yes _x_   No __   **Waived**

    Non-repetitive   Yes _x_   No __   **Waived**

    Computerized   Yes _x_   No __   **Waived**

Comment: Moving money between accounts at First Financial Bank is FREE through Online Banking by those authorized by the County. The County can assign limits by user as well as incorporate dual control (assign drafting & approval rights) for transfers between accounts.

6) Account Maintenance on Accounts   **Checking** Yes _x_   No __ **Waived**

   Comment: First Financial Bank is proposing to WAIVE Account Analysis fees and do away with the $500 flat monthly fee.

7) Payroll Direct Deposit allowing employees to select the bank of their choice: Yes _x_   No __ **Waived**

Comment: First Financial Bank is proposing to WAIVE Account Analysis fees and do away with the $500 flat monthly fee.

8) Sweep Accounts: Yes _x_   No __ **Waived**

Comment: First Financial Bank is proposing to WAIVE Account Analysis fees and do away with the $500 flat monthly fee.

9) Furnish deposits slips, deposit books, and endorsement stamps: Yes _x_ No __ $ __0__ Fee
    Yes _x_ No __ $ __0__ Fee

Comment: First Financial will provide the County with FREE bank stock checks and deposit slips, provided the order is placed through the Bank's provider.

10) Night depository slips, including bags: Yes _N/A_ No __ $ __0__ Fee
Comment: First Financial will provide the County with night depository bags as needed.

11)   **Stop Payments issued:**   Yes _x_   No __   **Waived**

Comment: First Financial Bank is proposing to WAIVE Account Analysis fees and do away with the $500 flat monthly fee.

12)   **Overdrawn Accounts**:   Yes _x_   No ___ $ _35_ Fee
Comment: First Financial Banks's system assesses overdrafts on an individual account basis.

13)   **Returned Items**:   Yes _x_   No___   **Waived**

Comment: **First Financial Bank is proposing to WAIVE Account Analysis fees and do away with the $500 flat monthly fee.**

14)   **Account Reconciliation, per Account:**   Yes _x_   No___ $ _0_ Fee

        Paid Checks Tape per Account   Yes _x_   No___ $ _0_ Fee

        Check Sort Account (checks)   Yes _x_   No___ $ _0_ Fee

Comment: First Financial Bank offers Johnson County monthly eStatements, statements, and images of their paid items. We also offer reconciliation per account, paid items report, outstanding items report through our Positive Pay system. Transaction reports can be exported from the Online Banking in several formats.

15)   **Provide safekeeping for outside purchases**   Yes _X_ No__ **Waived**
       of securities at a Third Party Financial
       Institution or with the Federal Reserve Bank:

Comment: **First Financial uses Frost Bank of San Antonio for third party Safekeeping Services. First Financial Bank will settle purchases by the County's broker and provided a Safekeeping receipt for the purchased security. Fees for Safekeeping will be run through Account Analysis which will be waived.**

16) **Online Access from which Johnson County**   Yes _X_ No__ **Waived**
       accounts will be monitored by only authorized
       individuals
Comment: **Online access will only be granted to authorized individuals appointed by the County. An Online Banking form will be completed and approved by the County for each authorized user. All users with Wire Transfer and/or ACH rights will have dual control.**

17)   **Controlled Disbursement Accounts:**   Yes___ No__ **Waived**

Comment: Although First Financial doesn't offer true Controlled Disbursement, we do offer Positive Pay provides check fraud detection. The County can elect to monitor checks and ACH activity with Positive Pay.

18) **Zero-Balance Accounts:**   Yes __X__No____ **Waived**

Comment: First Financial offers ZBA accounts and sweep arrangements between accounts held at First Financial.

15) Optical Images: CD ROM*   Yes __X__No____ **Waived**

                                           Paper   Yes __X__No____ $ _0_ Fee

 Comment: First Financial Bank offers the ability to download up to 7 years of statement images as well as the front and back images of all paid items using our eStatement ISO file. eStatement ISO is a feature within our Business Online Banking service. Two authorized users can be set up to access eStatement ISO. Users can select one statement date or a range of dates. The file can be stored on the user's local PC or saved to a network location available to the user. The monthly fee for eStatement ISO is $15.00 per month or included in the selected Treasury Package. eStatements ISO is not a CD but an online portal.*

20) **Lock Box Services:**   Yes __X__ No ____ $ **based on** Fee
                                                                        Service options

First Financial Bank offers both an in-house solution for Lockbox Services as well as an outsourced solution. The in-house solution is through RemitPlus. The RemitPlus Express solution is web-hosed and programmed to scan checks and coupons in the same batch. The batches will accommodate single checks and coupon payments or multiple checks for a single coupon. Once the items are scanned, the result is a file to send to the bank for deposit and a file to upload into the County's system to post the credits. It is a cost effective and time saving solution. The cost is $200 per month for the first workstation and $50 for each additional workstation, then $0.10 per item scanned (check or coupon). Fees for RemitPlus Express are not eligible for Earnings Credit and will be charged separately.

Johnson County may choose to outsource Lockbox payments for which First Financial has a solution. A Dallas Post Office Box is assigned to receive County payments. Mail is picked up on the County's behalf, opened, and the payments are processed for deposit. There are many service options from which to choose, from simple mail handling and sending physical contents and check copies to the County to viewing the envelope content online and downloading images and payment files lifted from coupons or keyed from stubs. Pricing will vary based on the service provided. Outsourced payment process will be contracted and billed separately.

21) **Payment for Services**:

To offset the cost of services and supplies in this contract, Johnson County may elect
any of the following methods:

 A. **PAY FOR SERVICES BY ANALYSIS BILLING**.

The County may require that the bank provide a grouped and detailed analysis of all accounts on a monthly basis. This analysis should describe all charges per account with an earnings credit given to defray certain cost depending on the County's account balances. Please list the earnings credit rate that your bank is offering.

Comment: **First Financial Bank is proposing to WAIVE Account Analysis fees with the exception of services such as Merchant Services, Lockbox, RemitPlus Express, and Smart Safes, which are billed separately.**

Is this earnings credit rate a floating rate and if so what is it tied to?

Comment: **Earnings credit rate is currently not necessary since fees Account Analysis fees are being waived. That said, First Financial Bank's current standard ECR is 0.40%**

Does your bank allow interest bearing checking accounts to receive an earnings credit?

Comment: **No**

What happens to any residual earnings credits? Can credits be carried forward?

Comment: **Earnings credit does not carry over.**

B. **Direct monthly payment for services, at the unit price, indicated in the bid; or,**

C. **A combination of A. and B.**

Comment: **First Financial Bank is proposing to WAIVE Account Analysis fees and do away with the $500 flat monthly fee.**

D. **Any means of cost saving methods for applying cost of services not mentioned above**.

Please list any charges that will not receive an earnings credit on the monthly analysis.

Fees related to Merchant Services, Lockbox Services, 1st Safe Services, and RemitPlus Express are billed directly.

Are there any additional charges for the requested collection, disbursement, investment or miscellaneous services not previously covered? If so, please describe and state the fee per unit.

Service:	Fee/Unit	Included in Option 1?
First Safe – Smart Safe	**Contracted directly through Loomis**	**No**
RemitPlus Express	**$200/month + $$0.10 per item**	**No**
Remote Deposit Scanners	**Based on model**	**No**
RemitPlus Express Scanners	**Based on model**	**No**

Other services will be negotiated at the time upon mutually agreed upon terms.

Vendor Signature and Authorization

The undersigned affirms that they are duly authorized to execute this contract, that the company, corporation, firm, partnership or individual has not prepared this Bid in collusion with any other offerer, and that the contents of this Bid as to prices, terms or conditions of said Bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this Bid. And further, that the manager, secretary or other agent or officer signing this Bid is not and has not been for the past six months directly nor indirectly concerned in any pool or agreement or combination to control the price of supplies or to influence any person.

NAME OF BUSINESS: **First Financial Bank**

ADDRESS: **200 N Ridgeway**

CITY/STATE/ZIP: **Cleburne, Texas 76033**

OFFICE PHONE: **817-202-3156**   FAX PHONE: **817-641-1603**

CELL PHONE: **817-715-0672**   EMAIL: **aelsner@ffin.com**

AUTHORIZED SIGNATURE: *Austin Elsner*

PRINTED NAME: **Austin Elsner**

FIRST FINANCIAL BANK
MEMBER FDIC

DATE PREPARED:	3/7/25
DAYS IN STATEMENT CYCLE:	31
SAMPLE MONTH:	25-Jan

Proforma Prepared For

COMPANY:	Johnson County
ADDRESS:	2 N Main Street Ste 312
CITY,STATE, ZIP:	Cleburne TX 76033-5500

GROUP SUMMARY ANALYSIS

OFFICER: Austin Elsner

AVERAGE DAILY LEDGER BALANCE		$ 110,265,686.24
LESS AVERAGE DAILY FLOAT		2,573,481.44
AVERAGE DAILY COLLECTED BALANCE		107,692,204.80
LESS REQUIRED RESERVES	10.000%	10,769,220.48
AVERAGE NET COLLECTED BALANCE		96,922,984.32
EARNINGS ALLOWANCE	0.0000%	$ -

SERVICE	ACTIVITY	UNIT PRICE	ACTIVITY CHARGE	REQUIRED BALANCES
Account Services				
Account Maintenance	39	20.00	780.00	#DIV/0!
Regulatory Balance Charge		0.051400%	4,813.62	#DIV/0!
Deposits Posted	958	0.50	479.00	#DIV/0!
Instant Payment - Received	0	0.50	0.00	#DIV/0!
Lockbox Deposits Posted	0	0.50	0.00	#DIV/0!
Mobile Deposits Posted - Integrated	0	1.00	0.00	#DIV/0!
Remote Deposits Posted	63	0.25	15.75	#DIV/0!
Items Deposited - On Us	1264	0.12	151.68	#DIV/0!
Items Deposited - Transit	13072	0.15	1,960.80	#DIV/0!
ACH Credits - Received	797	0.15	119.55	#DIV/0!
ACH Debits - Received	196	0.15	29.40	#DIV/0!
Checks Paid	1422	0.15	213.30	#DIV/0!
Stop Payment	0	35.00	0.00	#DIV/0!
NSF Item	0	35.00	0.00	#DIV/0!
Redeposit - Returned Check	10	3.00	30.00	#DIV/0!
Instant Payment - Returned	0	4.50	0.00	#DIV/0!
Check Returned - Chargeback	23	12.00	276.00	#DIV/0!
Item Processing Reject	0	3.00	0.00	#DIV/0!
Duplicate Statement	0	10.00	0.00	#DIV/0!
Special Cut off Statement	0	5.00	0.00	#DIV/0!
Statement Copy - Manual	0	7.00	0.00	#DIV/0!
Balance Inquiry - Manual	0	3.00	0.00	#DIV/0!
Cash / Vault Services				
Rolled Coin - per roll	38	0.10	3.80	#DIV/0!
Strapped Currency - per strap	6	0.40	2.40	#DIV/0!
Cash Deposited - per $1,000	0	1.50	0.00	#DIV/0!
Change Order - per $100	0	0.25	0.00	#DIV/0!
Envelope Deposit - per envelope	0	1.00	0.00	#DIV/0!
Vault Cash Service		Varies	0.00	#DIV/0!
Vault Supplies		Varies	0.00	#DIV/0!
Wire Services				
Wire Transfer - Incoming	42	15.00	630.00	#DIV/0!
Wire Transfer - Outgoing Online	0	15.00	0.00	#DIV/0!
Wire Transfer - Outgoing Manual	0	25.00	0.00	#DIV/0!
Wire Transfer - Outgoing Int'l Online	0	40.00	0.00	#DIV/0!
Wire Transfer - Outgoing Int'l Manual	0	50.00	0.00	#DIV/0!
Drawdown Wire Initiation	0	25.00	0.00	#DIV/0!
Business Online Banking (BOB)				
Business Online Banking Monthly - Treasury	2	65.00	130.00	#DIV/0!
Business Online Banking Add'l Accounts - Treasury	0	3.00	0.00	#DIV/0!
EDI Reporting - per account - Basic	0	10.00	0.00	#DIV/0!

eStatement ISO (statement/image download)	0	15.00	0.00	#DIV/0!
File Delivery via SFTP	0	50.00	0.00	#DIV/0!
CH Origination Services				
ACH Origination Item - Enhanced (25 included)	0	1.00	0.00	#DIV/0!
ACH Origination Item - Treasury	2741	0.12	328.92	#DIV/0!
ACH Origination Item - Treasury Same Day	0	1.50	0.00	#DIV/0!
ACH File Reversal/Deletion	0	25.00	0.00	#DIV/0!
ACH Returned Debit Item Fee	0	3.00	0.00	#DIV/0!
ACH Returned Credit Item Fee	2	3.00	6.00	#DIV/0!
ACH Returned - Unauthorized	0	5.00	0.00	#DIV/0!
Payment Portal Monthly	0	65.00	0.00	#DIV/0!
Payment Portal Item	0	0.15	0.00	#DIV/0!
aud Protection Services (Enhanced/Treasury)				
Payment Manager - Positive Pay (Check)	0	0.00	0.00	#DIV/0!
Payment Manager - ACH Filter	0	0.00	0.00	#DIV/0!
Payment Manager Exception (Check or ACH)	14	2.00	28.00	#DIV/0!
emote Deposit Services				
Remote Deposit Monthly - RDS/RDC/RDN	2	35.00	70.00	#DIV/0!
Mobile Remote Deposit- mRDC ($20 min.)	0	0.30	0.00	#DIV/0!
Remote Deposit Items - RDS/RDC/RDN w/mRDC	13669	0.05	683.45	#DIV/0!
RemitPlus Express Monthly	0	200.00	0.00	#DIV/0!
RemitPlus Express - Additional Workstation	0	50.00	0.00	#DIV/0!
RemitPlus Express Items & Invoices Scanned	0	0.10	0.00	#DIV/0!
ockbox Services				
Lockbox Maintenance	0	150.00	0.00	#DIV/0!
Lockbox Item Processed	0	0.54	0.00	#DIV/0!
Lockbox Unprocessables	0	0.75	0.00	#DIV/0!
Lockbox Online Access	0	60.00	0.00	#DIV/0!
Lockbox - Image Capture - Invoice	0	0.15	0.00	#DIV/0!
Lockbox - Image Capture - Non-Financial	0	0.35	0.00	#DIV/0!
Lockbox - per Keystroke	0	0.02	0.00	#DIV/0!
Lockbox - Online Exception Decisioning	0	0.30	0.00	#DIV/0!
Lockbox - Payee Validation Monthly	0	50.00	0.00	#DIV/0!
Lockbox - Return Envelope	0	0.25	0.00	#DIV/0!
Lockbox - Cash Processing per item	0	10.00	0.00	#DIV/0!
Lockbox Special Handling - quote (flat or per trans)	0	0.00	0.00	#DIV/0!
Lockbox - Import File Monthly	0	150.00	0.00	#DIV/0!
Lockbox - Postage as incurred/passthru	0	1.00	0.00	#DIV/0!
weep Services				
Zero Balance Account - per month per account	0	25.00	0.00	#DIV/0!
Repurchase Account - per month per account	0	75.00	0.00	#DIV/0!
Loan Sweep - per month per account	0	100.00	0.00	#DIV/0!
pecial Services				
Collection Item	0	15.00	0.00	#DIV/0!
Outgoing Draft	0	15.00	0.00	#DIV/0!
Cashier's Check	0	5.00	0.00	#DIV/0!
Money Order	0	5.00	0.00	#DIV/0!
Safekeeping Service		varies	0.00	#DIV/0!
Money Service Business Monthly	0	600.00	0.00	#DIV/0!
Money Service Business Cash Handling		varies	0.00	#DIV/0!
First Safe Monthly	0	95.00	0.00	#DIV/0!
First Safe Armored Car/Vault Processing		passthru	0.00	#DIV/0!

TOTAL SERVICES AND REQUIRED BALANCES:	10,751.67	#DIV/0!
CURRENT MONTH NET CHARGE:	**(10,751.67)**	#DIV/0!
YOUR ACCOUNT WILL BE CHARGED:	~~----(10,751.67)----~~	**WAIVED**

First Financial Bank duirng the previous contract was charging a flat $500 montlhy fee. If awarded the new contract, the Account Analysis Fee will be WAIVED.

Tab 5

Sample Monthly and
Account Analysis Statements

FIRST FINANCIAL BANK
MEMBER FDIC
PO Box 701, Abilene, TX 79604

PLEASE EXAMINE AT ONCE

Check your statement and enclosures, and report any discrepancies within thirty (30) days. Please direct any phone inquiries regarding your accounts to (855) 660-5862. Written inquiries should be sent to the address listed, attention: Research.

ACCOUNT NUMBER	███████
STATEMENT DATES	1/01/25-1/31/25
ENCLOSURES	162
PAGE	1 of 54

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JOHNSON COUNTY
TREASURER - GENERAL FUND
2 N MAIN ST STE 312
CLEBURNE TX 76033-5500
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SUMMARY OF ACCOUNTS

Account Number	Account Description	Current Balance
███████	Interest Public Fund	25,151,824.39

ACCOUNT SUMMARY

Interest Public Fund

Account Number	███████	Statement Dates	1/01/25 thru 2/02/25
Previous Balance	24,785,089.86	Days in Statement Period	33
237 Deposits/Credits	50,592,321.23	Average Ledger	46,263,237.93
31 Checks/Debits	50,330,072.02	Average Collected	46,226,835.36
Monthly Maintain Fee	0.00		
Interest Pd This Stmt	104,485.32		
Ending Balance	25,151,824.39	2025 Interest Paid	104,485.32

Account Title:
Johnson County
Treasurer - General Fund

MISCELLANEOUS CREDITS

Date	Description	Amount
1/02	Transfer from XXX4469 to XXX6198: Conf #:24380205	1.63
1/02	Transfer from XXX7874 to XXX6198: Conf #:24385326	236.80
1/02	Transfer from XXX6545 to XXX6198: Conf #:24380157	502.66
1/02	Transfer from XXX6412 to XXX6198: Conf #:24380171	754.56
1/02	Transfer from XXX6420 to XXX6198: Conf #:24380190	1,938.21
1/02	Inbound Wire - JOHNSON COUNTY MUNICIPALITY	28,469.88
1/02	SETTLEMENTBANKCARD CCD 628001000838621	25.00
1/02	SETTLEMENTBANKCARD CCD 628001000838621	181.00
1/02	AchCollect JohnsonCountyTre PPD JohnsonCountyTre	2,022.15

Checkbook Reconciliation

CHECKS OUTSTANDING

Date or Number	Amount	
TOTAL	$	

ENTER
Balance This Statement $ _____

ADD
Recent Deposits
(Not Credited On This Statement) $ _____

$ _____

TOTAL $ _____

SUBTRACT
Checks Outstanding $ _____

BALANCE $ _____

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

PLEASE REPORT ANY DISCREPANCIES WITHIN 30 DAYS

In Case of Errors or Questions About Your Electronic Transfers
Telephone us at (855) 660-5862
or
Write us at PO Box 701, Abilene, Texas 79604

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

ERROR RESOLUTION NOTICE

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

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

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

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

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

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

JOHNSON COUNTY
TREASURER - GENERAL FUND
2 N MAIN ST STE 312
CLEBURNE TX 76033-5500

MISCELLANEOUS CREDITS

Date	Description	Amount
1/02	INV-PAYMTS TX ATTORNEY GEN CTX 17560010302013 ISA~00~0000000000~00~000000000 0~ZZ~1746000089 ~ZZ~JPMORG AN CHASE ~241230~2108~U~00304~	7,122.72
1/02	BROKERAGE PERSHING CCD RMB-033390-1PCD	69,672.88
1/02	Deposit #	3.00
1/02	Deposit #	11.00
1/02	Deposit #	208.00
1/02	Deposit #	538.00
1/02	Deposit #	1,063.00
1/02	Deposit #	2,490.50
1/02	Remote Deposit	462.30
1/03	Transfer from XXX7874 to XXX6198: Conf #:24402924	256.51
1/03	Transfer from XXX7874 to XXX6198: Conf #:24402913	475.36
1/03	SETTLEMENTBANKCARD CCD 628001000838621	44.00
1/03	JOCO JCty-SPorter-DisCCD 11264757	559,587.14
1/03	JOCO JCty-SPorter-DisCCD 11264769	3,657,117.89
1/03	Deposit #	7.50
1/03	Deposit #	452.00
1/03	Deposit #	465.00
1/03	Deposit #	487.50
1/03	Deposit #	893.56
1/03	Deposit #	945.00
1/03	Deposit #	1,456.00
1/03	Remote Deposit	2,223.43
1/06	SETTLEMENTBANKCARD CCD 628001000838621	8.00
1/06	SETTLEMENTBANKCARD CCD 628001000838621	18.00
1/06	Deposit #	100.00
1/06	Deposit #	140.00
1/06	Deposit #	477.00
1/06	Deposit #	524.00
1/06	Deposit #	583.00

JOHNSON COUNTY
TREASURER – GENERAL FUND
2 N MAIN ST STE 312
CLEBURNE TX 76033-5500

MISCELLANEOUS CREDITS

Date	Description	Amount
1/06	Deposit #	786.50
1/06	Deposit #	4,845.00
1/06	Remote Deposit	28,945.16
1/07	Transfer from XXX6545 to XXX6198: Conf #:24439429	355,709.41
1/07	SETTLEMENTBANKCARD CCD 628001000838621	11.00
1/07	MISC PAYSSA TREAS 310 CCD 756001030280400 RMR*IV*20250102-INCENTIVE-PMT* AI*3200.00*3200.00*0.00\\	3,200.00
1/07	Deposit #	50.00
1/07	Deposit #	90.00
1/07	Deposit #	246.00
1/07	Deposit #	247.50
1/07	Deposit #	255.00
1/07	Deposit #	357.00
1/07	Deposit #	510.00
1/07	Deposit #	662.00
1/07	Deposit #	1,464.00
1/07	Deposit #	1,883.48
1/07	Deposit #	4,212.50
1/07	Remote Deposit	32,730.11
1/08	INV-PAYMTS HEALTH HUMAN SVC CTX 17560010302041 ISA~00~0000000000~00~000000000 0~ZZ~1746000089 ~ZZ~JPMORG AN CHASE ~250106~2123~U~00304~	18.00
1/08	SETTLEMENTBANKCARD CCD 628001000789562	648.00
1/08	MISC PAY015 TREAS 310 CCD 756001030151004 RMR*IV*102024BOPH*AI*4771.34\\ REF*RB*4.875*$13.53 for 21 day s\\	4,771.34
1/08	JOCO JCty-SPorter-DisCCD 11303841	58,892.30
1/08	JOCO JCty-SPorter-DisCCD 11307692	3,700,079.42
1/08	JOCO JCty-SPorter-DisCCD 11307704	25,025,843.78
1/08	Deposit #	186.00

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JOHNSON COUNTY
TREASURER - GENERAL FUND
2 N MAIN ST STE 312
CLEBURNE TX 76033-5500

MISCELLANEOUS CREDITS

Date	Description	Amount
1/08	Deposit #	508.00
1/08	Deposit #	537.00
1/08	Deposit #	775.00
1/08	Deposit #	1,396.00
1/08	Deposit #	2,328.00
1/08	Deposit #	3,000.00
1/08	Deposit #	4,070.50
1/08	Deposit #	6,724.25
1/08	Remote Deposit	50,033.10
1/09	INV-PAYMTS TX DPT CRIML JST CTX 17560010302048 ISA~00~0000000000~00~000000000 0~ZZ~1746000089 ~ZZ~JPMORG AN CHASE ~250107~2118~U~00304~	2,253.50
1/10	NGE NGE Cobra 53 CCD 3328 Johnson Co	39.68
1/10	INV-PAYMTS TX ATTORNEY GEN CTX 17560010302040 ISA~00~0000000000~00~000000000 0~ZZ~1746000089 ~ZZ~JPMORG AN CHASE ~250108~2112~U~00304~	617.10
1/10	INV-PAYMTS TX ATTORNEY GEN CTX 17560010302040 ISA~00~0000000000~00~000000000 0~ZZ~1746000089 ~ZZ~JPMORG AN CHASE ~250108~2112~U~00304~	841.50
1/10	JOCO E2 JohnsonCountyTreCCD 1820	9,122.70
1/10	JOCO JOCOVendorPay CCD 23997	743,667.88
1/13	SETTLEMENTBANKCARD CCD 628001000838621	61.00
1/13	Deposit #	38.00
1/13	Deposit #	200.00
1/13	Deposit #	584.00
1/13	Deposit #	705.00
1/13	Deposit #	1,334.50
1/13	Deposit #	1,373.00
1/13	Deposit #	2,355.00
1/13	Remote Deposit	11,390.26
1/14	Deposit #	161.00
1/14	Deposit #	439.00

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JOHNSON COUNTY
TREASURER – GENERAL FUND
2 N MAIN ST STE 312
CLEBURNE TX 76033-5500

MISCELLANEOUS CREDITS

Date	Description	Amount
1/14	Deposit #	762.00
1/14	Deposit #	794.00
1/14	Deposit #	2,093.75
1/14	Deposit #	3,095.32
1/14	Deposit #	5,532.43
1/14	Remote Deposit	155,506.62
1/15	Transfer from XXX4469 to XXX6198: Conf #:24528935	30.00
1/15	Transfer from XXX6420 to XXX6198: Conf #:24526766	2,668.20
1/15	SETTLEMENTBANKCARD CCD 628001000838621	9.00
1/15	INV-PAYMTS TX ATTORNEY GEN CTX 17560010302013 ISA~00~0000000000~00~0000000000~ZZ~1746000089 ~ZZ~JPMORG AN CHASE ~250113~2120~U~00304~	4,173.84
1/15	JOCO JCty-SPorter-DisCCD 11386967	548,137.23
1/15	JOCO JCty-SPorter-DisCCD 11386979	3,594,131.01
1/15	Deposit #	123.00
1/15	Deposit #	150.00
1/15	Deposit #	436.00
1/15	Deposit #	1,440.00
1/15	Deposit #	1,532.00
1/15	Deposit #	4,912.00
1/15	Deposit #	12,894.00
1/15	Remote Deposit	1,124.00
1/16	MISC PAY015 TREAS 310 CCD 756001030151004 RMR*IV*042024BOPT*AI*132.94\\ REF*RB*4.875*$3.96 for 224 day s\\	132.94
1/16	Deposit #	4.00
1/16	Deposit #	50.00
1/16	Deposit #	134.00
1/16	Deposit #	300.00
1/16	Deposit #	500.00
1/16	Deposit #	501.00
1/16	Deposit #	710.00

JOHNSON COUNTY
TREASURER - GENERAL FUND
2 N MAIN ST STE 312
CLEBURNE TX 76033-5500

MISCELLANEOUS CREDITS

Date	Description	Amount
1/16	Deposit #	924.50
1/16	Deposit #	930.00
1/16	Remote Deposit	251,790.86
1/17	INV-PAYMTS HEALTH HUMAN SVC CTX 17560010302041 ISA~00~0000000000~00~000000000 0~ZZ~1746000089 ~ZZ~JPMORG AN CHASE ~250115~2041~U~00304~	54.00
1/17	INV-PAYMTS TX ATTORNEY GEN CTX 17560010302000 ISA~00~0000000000~00~000000000 0~ZZ~1746000089 ~ZZ~JPMORG AN CHASE ~250115~2041~U~00304~	673.20
1/17	INV-PAYMTS TX ATTORNEY GEN CTX 17560010302040 ISA~00~0000000000~00~000000000 0~ZZ~1746000089 ~ZZ~JPMORG AN CHASE ~250115~2041~U~00304~	841.50
1/17	INV-PAYMTS TX ATTORNEY GEN CTX 17560010302040 ISA~00~0000000000~00~000000000 0~ZZ~1746000089 ~ZZ~JPMORG AN CHASE ~250115~2041~U~00304~	1,065.90
1/17	INV-PAYMTS TX ATTORNEY GEN CTX 17560010302040 ISA~00~0000000000~00~000000000 0~ZZ~1746000089 ~ZZ~JPMORG AN CHASE ~250115~2041~U~00304~	1,907.40
1/17	INV-PAYMTS CPA STATE FISCAL CTX 17560010302031 ISA~00~0000000000~00~000000000 0~ZZ~1746000089 ~ZZ~JPMORG AN CHASE ~250115~2041~U~00304~	29,127.63
1/17	Deposit #	386.00
1/17	Deposit #	445.00
1/17	Deposit #	630.00
1/17	Deposit #	1,927.00
1/17	Deposit #	10,115.47
1/17	Deposit #	11,288.14
1/17	Remote Deposit	731.60
1/21	INV-PAYMTS HEALTH HUMAN SVC CTX 17560010302041 ISA~00~0000000000~00~000000000	18.00

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JOHNSON COUNTY
TREASURER - GENERAL FUND
2 N MAIN ST STE 312
CLEBURNE TX 76033-5500

MISCELLANEOUS CREDITS

Date	Description	Amount
	0~ZZ~1746000089 ~ZZ~JPMORG AN CHASE ~250116~2119~U~00304~	
1/21	SETTLEMENTBANKCARD CCD 628001000789562	518.40
1/21	Deposit #	230.00
1/21	Deposit #	355.00
1/21	Deposit #	380.00
1/21	Deposit #	462.00
1/21	Deposit #	633.00
1/21	Deposit #	1,415.00
1/21	Deposit #	1,541.00
1/21	Deposit #	3,236.50
1/21	Remote Deposit	2,114.61
1/22	SETTLEMENTBANKCARD CCD 628001000789529	215.00
1/22	JOCO JCty-SPorter-DisCCD 11441324	556,440.73
1/22	JOCO JCty-SPorter-DisCCD 11441336	3,788,885.29
1/22	Deposit #	50.00
1/22	Deposit #	417.00
1/22	Deposit #	525.00
1/22	Deposit #	784.00
1/22	Deposit #	949.00
1/22	Deposit #	973.50
1/22	Deposit #	1,570.00
1/22	Deposit #	1,651.50
1/22	Deposit #	2,104.00
1/22	Deposit #	41,344.38
1/23	SETTLEMENTBANKCARD CCD 628001000789645	200.00
1/23	INV-PAYMTS OFC COURT ADMIN CTX 17560010302050 ISA~00~0000000000~00~000000000 0~ZZ~1746000089 ~ZZ~JPMORG AN CHASE ~250121~2130~U~00304~	81,785.00
1/23	Deposit #	100.00
1/23	Deposit #	196.00
1/23	Deposit #	200.07
1/23	Deposit #	331.00
1/23	Deposit #	640.00

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JOHNSON COUNTY
TREASURER - GENERAL FUND
2 N MAIN ST STE 312
CLEBURNE TX 76033-5500

MISCELLANEOUS CREDITS

Date	Description	Amount
1/23	Deposit #	1,334.00
1/23	Deposit #	1,698.61
1/23	Remote Deposit	661.00
1/24	INV-PAYMTS TX ATTORNEY GEN CTX 17560010302008 ISA~00~0000000000~00~000000000 0~ZZ~1746000089 ~ZZ~JPMORG AN CHASE ~250122~2119~U~00304~	448.80
1/24	JOCO E2 JohnsonCountyTreCCD 1834	595.00
1/24	JOCO JOCOVendorPay CCD 24111	10,645.92
1/24	JOCO JOCOVendorPay CCD 24110	54,163.50
1/24	Deposit #	15.00
1/24	Deposit #	100.00
1/24	Deposit #	156.32
1/24	Deposit #	383.00
1/24	Deposit #	457.00
1/24	Deposit #	501.90
1/24	Deposit #	716.00
1/24	Deposit #	2,967.00
1/24	Remote Deposit	60,157.68
1/27	SETTLEMENTBANKCARD CCD 628001000838621	8.00
1/27	SETTLEMENTBANKCARD CCD 628001000838621	104.00
1/27	SETTLEMENTBANKCARD CCD 628001000838621	163.00
1/27	SETTLEMENTBANKCARD CCD 628001000789562	432.00
1/27	INV-PAYMTS JUVENILE JUSTICE CTX 17560010302004 ISA~00~0000000000~00~000000000 0~ZZ~1746000089 ~ZZ~JPMORG AN CHASE ~250123~2120~U~00304~	83,807.00
1/27	MISC PAY015 TREAS 310 CCD 756001030151800 RMR*IV*PH-6VX-77-1224-HSG*PI*5 83056.15\\	583,056.15
1/27	Deposit #	170.00
1/27	Deposit #	265.00

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JOHNSON COUNTY
TREASURER - GENERAL FUND
2 N MAIN ST STE 312
CLEBURNE TX 76033-5500

MISCELLANEOUS CREDITS

Date	Description	Amount
1/27	Deposit #	355.50
1/27	Deposit #	580.00
1/27	Deposit #	786.00
1/27	Deposit #	884.50
1/27	Deposit #	3,902.00
1/27	Remote Deposit	263,076.07
1/28	Transfer from XXX7448 to XXX6198: Conf #:24668041	300,000.00
1/28	SETTLEMENTBANKCARD CCD 628001000838621	6.00
1/28	Deposit #	183.00
1/28	Deposit #	517.00
1/28	Deposit #	554.00
1/28	Deposit #	583.00
1/28	Deposit #	700.00
1/28	Deposit #	893.00
1/28	Deposit #	1,028.50
1/28	Deposit #	1,180.00
1/28	Deposit #	1,729.70
1/28	Remote Deposit	678.00
1/29	SETTLEMENTBANKCARD CCD 628001000838621	8.00
1/29	SETTLEMENTBANKCARD CCD 628001000789529	496.80
1/29	MISC PAY015 TREAS 310 CCD 756001030151800 RMR*IV*INV-PT-6VX-77-1224-TRP-PCTRIP*PI*8438.66\\	8,438.66
1/29	JOCO JCty-SPorter-DisCCD 11491542	684,805.16
1/29	JOCO JCty-SPorter-DisCCD 11491554	4,620,152.73
1/29	Deposit #	180.00
1/29	Deposit #	311.00
1/29	Deposit #	396.00
1/29	Deposit #	440.00
1/29	Deposit #	483.00
1/29	Deposit #	864.00
1/29	Deposit #	1,967.00
1/30	MISC PAY015 TREAS 310 CCD 756001030151800	2,199.53

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JOHNSON COUNTY
TREASURER - GENERAL FUND
2 N MAIN ST STE 312
CLEBURNE TX 76033-5500

MISCELLANEOUS CREDITS

Date	Description	Amount
	RMR*IV*PT-6VX-77-1224-TRP-A*PI *2199.53\\	
1/30	Deposit #	40.00
1/30	Deposit #	54.00
1/30	Deposit #	180.00
1/30	Deposit #	185.00
1/30	Deposit #	361.50
1/30	Deposit #	628.00
1/30	Deposit #	1,386.00
1/30	Remote Deposit	890.15
1/31	Transfer from XXX4469 to XXX6198: Conf #:24713829	12,990.00
1/31	SETTLEMENTBANKCARD CCD 628001000838621	80.00
1/31	INV-PAYMTS COMP JUDICIARY CTX 70030893997008 ISA~00~0000000000~00~000000000 0~ZZ~1746000089 ~ZZ~JPMORG AN CHASE ~250129~2123~U~00304~	7,500.00
1/31	Deposit #	411.00
1/31	Deposit #	445.50
1/31	Deposit #	484.00
1/31	Deposit #	1,116.25
1/31	Deposit #	6,735.24
1/31	Deposit #	7,911.12
1/31	Remote Deposit	291,397.27
2/02	Interest Deposit	104,485.32

MISCELLANEOUS DEBITS

Date	Description	Amount
1/08	Transfer from XXX6198 to XXX6701: Conf #:24453705	720.00-
1/08	Transfer from XXX6198 to XXX6412: Conf #:24449302	6,842.29-
1/08	Transfer from XXX6198 to XXX6420: Conf #:24450231	1,291,581.13-
1/08	Transfer from XXX6198 to XXX6412: Conf #:24448689	1,624,403.00-
1/09	Transfer from XXX6198 to XXX0020: Conf #:24465588	3,780.00-
1/10	MERCH FEESTSYS/TRANSFIRST CCD	294.08-

JOHNSON COUNTY
TREASURER – GENERAL FUND
2 N MAIN ST STE 312
CLEBURNE TX 76033-5500

MISCELLANEOUS DEBITS

Date	Description	Amount
	39300979692448	
1/10	MERCH FEESTSYS/TRANSFIRST CCD	428.97-
	39300979064036	
1/13	Transfer from XXX6198 to	1,431,399.57-
	XXX6420: Conf #:24502099	
1/15	Analysis/Treas Mgmt Services	500.00-
1/15	Transfer from XXX6198 to	2,516.00-
	XXX6701: Conf #:24531447	
1/16	Transfer from XXX6198 to	1,000.00-
	XXX0020: Conf #:24540255	
1/22	Transfer from XXX6198 to	6,842.29-
	XXX6412: Conf #:24607494	
1/22	Transfer from XXX6198 to	1,552,655.80-
	XXX6420: Conf #:24608078	
1/22	Transfer from XXX6198 to	1,604,676.90-
	XXX6412: Conf #:24607267	
1/23	Transfer from XXX6198 to	78.36-
	XXX6420: Conf #:24616115	
1/23	Transfer from XXX6198 to	81.64-
	XXX6420: Conf #:24615263	
1/23	Transfer from XXX6198 to	323.85-
	XXX6412: Conf #:24614933	
1/23	Transfer from XXX6198 to	360.00-
	XXX6701: Conf #:24620795	
1/27	Transfer from XXX6198 to	83,807.00-
	XXX7874: Conf #:24661809	
1/27	Transfer from XXX6198 to	2,020,381.05-
	XXX6420: Conf #:24661171	
1/28	Transfer from XXX6198 to	5,000,000.00-
	XXX7448: Conf #:24672302	
1/28	Transfer from XXX6198 to	30,000,000.00-
	XXX7448: Conf #:24672332	
1/30	Transfer from XXX6198 to	696.00-
	XXX6701: Conf #:24693444	
1/30	Transfer from XXX6198 to	1,500.00-
	XXX0020: Conf #:24698795	
1/31	Transfer from XXX6198 to	638.00-
	XXX6701: Conf #:24712746	
1/31	Transfer from XXX6198 to	5,500,000.00-
	XXX7448: Conf #:24717889	
1/31	TEXNET STATE COMPTRLR CCD	200.93-
	08557110/50130	

0003781

3380FF

5020T06X.002

24BDP

JOHNSON COUNTY
TREASURER - GENERAL FUND
2 N MAIN ST STE 312
CLEBURNE TX 76033-5500

MISCELLANEOUS DEBITS

Date	Description	Amount
1/31	TEXNET STATE COMPTRLR CCD 08557118/50130	1,142.62-
1/31	TEXNET STATE COMPTRLR CCD 08557106/50130	1,490.00-
1/31	TEXNET STATE COMPTRLR CCD 08557028/50130	81,187.97-
1/31	TEXNET STATE COMPTRLR CCD 08557033/50130	110,544.57-

INTEREST RATE SUMMARY

Date	Interest Rate
12/31	2.500000%

DAILY ENDING BALANCE

Date	Balance	Date	Balance	Date	Balance
1/01	24,785,089.86	1/13	54,838,203.47	1/24	60,949,748.88
1/02	24,900,793.15	1/14	55,006,587.59	1/27	59,783,150.05
1/03	29,125,204.04	1/15	59,175,331.87	1/28	25,091,202.25
1/06	29,161,630.70	1/16	59,430,309.17	1/29	30,409,744.60
1/07	29,563,258.70	1/17	59,489,502.01	1/30	30,413,472.78
1/08	55,499,522.97	1/21	59,500,405.52	1/31	25,047,339.07
1/09	55,497,996.47	1/22	60,732,139.93	2/02	25,151,824.39
1/10	56,251,562.28	1/23	60,818,441.76		

Deposit Ticket 1

DEPOSIT TICKET
TOTAL ITEMS

DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL.

88-112/1113 41

THE TREASURER
COUNTY OF JOHNSON
STATE OF TEXAS GENERAL FUND
CLEBURNE, TX 76031

FIRST FINANCIAL BANK.
855-660-5862

$ 3.00

⑈500101056⑈

Deposit: 0 Date: 1/2/2025 Amount: $3.00

Deposit Ticket 2

DEPOSIT TICKET
TOTAL ITEMS

DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL.

88-112/1113 41

THE TREASURER
COUNTY OF JOHNSON
STATE OF TEXAS GENERAL FUND
CLEBURNE, TX 76031

FIRST FINANCIAL BANK.
855-660-5862

$ 11.00

⑈500101056⑈

Deposit: 0 Date: 1/2/2025 Amount: $11.00

Deposit Ticket 3

DEPOSIT TICKET
TOTAL ITEMS

DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL.

88-112/1113 41

THE TREASURER
COUNTY OF JOHNSON
STATE OF TEXAS GENERAL FUND
CLEBURNE, TX 76031

FIRST FINANCIAL BANK.
855-660-5862

District Clerk

$ 208.00

⑈500101056⑈

Deposit: 0 Date: 1/2/2025 Amount: $208.00

Remote Deposit — Credit

Johnson County Treasurer
General Fund x6198
2 N Mill St
Cleburne, TX 76033
817-558-0122

Date: 1/2/2025
Items: 2
Amount: $462.30
Batch ID: 22844107906
Account ID: 783930 5598138
Acct Nu ▮▮▮▮▮

Deposit: 0 Date: 1/2/2025 Amount: $462.30

F|RST FINANCIAL BANK
MEMBER FDIC

PO Box 701, Abilene, TX 79604

GROUP SUMMARY ANALYSIS
JANUARY 2025

Johnson County
Treasurer - General Fund
2 N Main St Ste 312
Cleburne TX 76033-5500

DATE PREPARED   2/18/25
DAYS IN STATEMENT CYCLE   31
PUBLIC FUNDS - SPECIAL

OFFICER: Austin Elsner
PHONE NO: (817) 715-0672
BRANCH: 41

AVERAGE DAILY LEDGER BALANCE	110,265,686.24
LESS AVERAGE DAILY FLOAT	2,573,481.44
AVERAGE DAILY COLLECTED BALANCE	107,692,204.80
LESS REQUIRED RESERVES	10,769,220.34
AVERAGE NET COLLECTED BALANCE	96,922,984.46

EARNINGS ON	$96,922,984.46
	.00

SERVICE	ACTIVITY	UNIT PRICE	ACTIVITY CHARGE	REQUIRED BALANCES
ACCOUNT SERVICES				
Account Maintenance	39	.0000	.00	
Deposits Posted	958	.0000	.00	
Remote Deposits Posted	63	.0000	.00	
Items Deposited - On Us	1264	.0000	.00	
Items Deposited - Transit	13072	.0000	.00	
ACH Credits - Received	797	.0000	.00	
ACH Debits - Received	196	.0000	.00	
Checks Paid	1422	.0000	.00	
Redeposit - Returned Check	10	.0000	.00	
Check Returned - Chargeback	23	.0000	.00	
CASH/VAULT SERVICES				
Rolled Coin - per roll	38	.0000	.00	
Strapped Currency - per strap	6	.0000	.00	
WIRE SERVICES				
Wire Transfer - Incoming	42	.0000	.00	
BUSINESS ONLINE BANKING				
Business Online - Treasury	2	.0000	.00	
ACH ORIGINATION SERVICES				
ACH Origination	3	.0000	.00	
ACH Orig Item - Treasury	2741	.0000	.00	
ACH Returned Credit Item Fee	2	.0000	.00	
FRAUD PROTECTION				
Payment Manager Exception Item	14	.0000	.00	

F**I**RST FINANCIAL BANK
MEMBER FDIC

PO Box 701, Abilene, TX 79604

REMOTE DEPOSIT SERVICES

Remote Deposit - Standard	2	.0000	.00
Remote Deposit Item - Standard	13669	.0000	.00

SPECIAL SERVICES

Cash Management Service	1	500.0000	500.00

TOTAL SERVICES AND REQUIRED BALANCES	500.00
CURRENT MONTH NET LOSS	500.00-
ACCOUNT CHARGED THE 15th OR NEXT BUSINESS DAY	500.00-

ACCOUNTS INCLUDED:

If contract awarded, there will be no $500 monthy fee under new contract. Fees will be waived.

■■ ■■ ■■ ■■

Tab 6

Sample Bank Depository Agreement
Sample Safekeeping and Collateral
Agreements and
Related Reports & Notices

BANK DEPOSITORY AGREEMENT

This Bank Depository Agreement (this "Agreement"), is made and entered into effective June 1, 2025 (the "Effective Date"), by and between Johnson County ("Depositor") and First Financial Bank, a Texas state banking association ("Bank").

NOW, THEREFORE, for a valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

1.   **Appointment of Depository and Term.**

Depositor designates Bank as a depository for the period beginning June 1, 2025 and continuing until this Agreement has been canceled in accordance with the provisions hereof, for certain accounts established by Depositor with Bank. The term of this Agreement (the "Term") shall be Four (4) years with 1 possible extension for two (2) years as defined in Depositor's Request for Proposal dated March 18, 2025 (the "RFP"), unless the parties mutually agree to an extension of the Term of this Agreement, if such extension is allowed by applicable law. If the parties agree to such an extension of the Term, then the parties shall either execute an addendum to this Agreement or other written evidence stating that the parties have agreed to an extension, the statutory or other legal authority for such extension and the date upon which such extension of the Term expires.

During the Term of this Agreement, Depositor will, through appropriate action of its governing body, designate the officer or officers who, individually or jointly, will be authorized to represent and act on behalf of Depositor in any and all matters of every kind arising under this Agreement.

2.   **Establishment of Accounts.**

Depositor shall deposit such of its funds as it may choose with Bank, and Bank shall receive such deposits as interest or non-interest bearing demand deposit accounts, limited transaction accounts, and/or time deposit accounts, as designated by Depositor. Each account type is subject to payment in accordance with Bank's terms and conditions for such account type unless varied by an agreement with Depositor.

3.   **Depository Services; Depositor Records; Fees**.

Subject to the particular terms and conditions of the account type chosen, Bank shall pay to the order of Depositor upon proper presentation of checks, drafts or vouchers lawfully drawn, all or any portion of the available funds of Depositor on deposit with Bank.

Bank statements, check images, deposit slips, debit and credit notices, notices of interest earned, and any other related documentation, or images thereof, shall be retained by Bank for a period of 7 years after the date of receipt of the items. To the extent permitted by law, Bank shall make all records, books, and supporting documents, or images thereof, pertaining to services applicable to Depositor accounts and transactions pursuant to this

Agreement available upon reasonable notice at any reasonable time during the term of this Agreement, to Depositor and its designated representatives. To the extent permitted by law, Depositor shall have the right to receive copies of any of such documents.

To determine charges for services rendered, Bank may utilize an earnings credit rate on Bank's account analysis system, determined and calculated in a manner specified in Bank's proposal/offer. The Bank's account analysis system is used to calculate and account for all Bank-performed deposit and treasury management service charges. Bank will calculate Depositor's combined average daily collected balances less combined average daily Federal Reserve requirements, and using the earnings credit rate, number of days in the year, and number of days in the month calculate the earnings credit of Bank and use those earnings credit to offset the charges to Depositor of combined services rendered by Bank. In the event there is a charge for services, and the amount of charge for services is not offset by Depositor's earnings credit as described above, Bank will auto-debit Depositor's accounts on a monthly basis. Any interest paid on an account in account analysis that is also receiving earnings credit is considered an expense on the account analysis statement.

4.   **Security of Funds; Acceptable Security; Appointment of Custodian; Increases in Collateral Amounts**.

All uninsured funds on deposit with Bank to the credit of Depositor shall be secured pursuant to either or both of (i) an Irrevocable Standby Letter of Credit issued by the Federal Home Loan Bank of Dallas for the benefit of Depositor (a "FHLB Letter of Credit") in the form attached hereto as Exhibit A, or/and (ii) Bank's Collateral Security Agreement or similar agreement (the "Security Agreement") and any agreement required by Custodian (defined below). In the event of any conflicts between the Security Agreement and this Agreement regarding provisions and topics addressed in both agreements, the provisions of the Security Agreement shall control.

In the event a Security Agreement is used, Depositor and Bank, by execution of this Agreement, designate the custodial bank identified to Depositor by Bank (the "Custodial Bank") as "Custodian," to hold collateral in an account maintained by Custodian in the name of Bank and subject to the terms and conditions of this Agreement, the Security Agreement, and any agreement required by Custodian to document such relationship.

Depositor recognizes that the Federal Deposit Insurance Corporation (or its successor) (the "FDIC") provides insurance for Depositor's funds deposited at any one financial institution, including accrued interest on such funds, only up to maximum regulatory limits as set by the FDIC. All uninsured funds on deposit with Bank to the credit of Depositor shall be secured by collateral as provided for in the Texas Public Funds Collateral Act and in other applicable law. In the event a Security Agreement is used, Depositor agrees and certifies that the securities listed in Exhibit B to the Security Agreement shall be eligible to be used as collateral to secure Depositor's funds on deposit with Bank consistent with Depositor's collateral policy as such policy has been varied by

Depositor's approval and execution of this Agreement. The market value of the collateral securing Depositor's uninsured funds must at all times equal or exceed 103% of the daily ledger balance (amount of funds plus the amount of any accrued interest on the funds) of all Depositor's accounts, less the Credit Amount reflected in a FHLB Letter of Credit, if any, and further, less the total available FDIC standard maximum deposit insurance amount applicable in the aggregate to all funds of Depositor on deposit with or under Bank and credited to Depositor (the "Collateral Requirement"). The market value with respect to any collateral as of any date and priced on such date will be obtained by Bank from a generally recognized pricing source.

When Depositor anticipates the need for collateral with Bank will increase on any given day or over a series of days, Depositor agrees to notify Bank of such anticipated increase at least 1 business day prior to the date the additional deposits are expected to be received.

5. Delivery of Collateral to Custodian.

In the event a Security Agreement is used, Bank already has delivered, or will immediately after the Effective Date, identify or deliver to Custodian collateral of the kind and character above mentioned of sufficient market value to provide adequate collateral for the uninsured funds of Depositor deposited with Bank.

6. Custodian Safekeeping Account.

In the event a Security Agreement is used, Bank shall cause Custodian to accept said collateral and hold the same in trust for the purposes stated in this Agreement, in a safekeeping account with Custodian to be managed pursuant to the Security Agreement, and the operating agreements, guidelines, and procedures as stated in this Agreement and pursuant to the terms of any separate agreement with Custodian.

7. Duties and Liabilities of Custodian.

In the event a Security Agreement is used, it is distinctly understood by all the parties that Custodian shall not be required to ascertain the amount of funds on deposit by Depositor with Bank, nor the validity, authenticity, genuineness, or negotiability of the securities deposited with Custodian by Bank pursuant to this Agreement, and Custodian is not liable to anyone for performing in accordance with this Agreement, except for the safekeeping of securities delivered to Custodian, and for any gross negligence or willful misconduct of Custodian's own officers, agents, and employees.

8. Right of Depositor Upon Bank's Breach of Duties Under Agreement or Bank's Insolvency.

To the extent of the available funds of Depositor on deposit with Bank, should Bank fail at any time to pay immediately and satisfy upon proper presentation any check, draft or voucher lawfully drawn upon any demand deposit account, or fail at any time upon proper presentation or authorization to timely pay and satisfy, when due, any check, draft

or voucher lawfully drawn against any other account type, or in case Bank becomes insolvent or in any other manner breaches its contract with Depositor, Depositor shall give written notice of such failure, insolvency or breach to Bank, and Bank shall have 10 business days to cure such failure, insolvency or breach. In the event Bank shall fail to cure such failure, insolvency or breach within 10 business days, and in the further event a Security Agreement is used, Bank authorizes Depositor (supported by proper evidence of any of the above listed circumstances) to enforce its security interest and lien in the collateral securing Depositor's funds and to make demand on Custodian to surrender control of such collateral to Depositor. In such event, Depositor may sell, or direct Custodian to sell all or any part of such collateral, and out of the proceeds thereof pay Depositor all losses sustained by it, together with its reasonable expenses incurred as a direct result of such failure, insolvency or breach, accounting to Bank for the remainder, if any, of such proceeds or of the collateral remaining unsold.

9. **Collateral Substitutions by Bank.**

In the event a Security Agreement is used, if Bank shall desire to sell or otherwise dispose of any of such collateral held by Custodian for the benefit of Depositor, it may, with or without prior approval of Depositor, substitute for any of such collateral other collateral of the same market value and of the character authorized in this Agreement, and such right of substitution shall remain in full force and be exercised by Bank as often as it may desire to sell or otherwise dispose of any such collateral; provided, however, that at all times, the aggregate amount of such collateral or substituted collateral held by Custodian for the benefit of Depositor shall always be such that it meets the Collateral Requirement. If at any time the aggregate amount of such collateral held by Custodian for the benefit of Depositor is less than the Collateral Requirement, then in that event, Bank shall immediately identify to or deposit with Custodian additional collateral as may be necessary to meet the Collateral Requirement.

Bank shall be entitled to income on collateral held by Custodian, and Custodian may dispose of such income as directed by Bank without approval of Depositor, to the extent such income is not needed to secure Depositor's deposits, and provided that retention of such income does not otherwise violate this Agreement.

10. **Trust Receipts For Collateral; Depositor's Right To Itemized List of Collateral.**

In the event a Security Agreement is used, Bank shall promptly forward to Depositor trust receipts via regular mail, or other agreed upon electronic means, covering all such collateral held by Custodian for the benefit of Depositor, including collateral substituted in accordance with this Agreement. Bank shall also maintain records relating to all such collateral held for the benefit of Depositor. Upon written request of Depositor, Bank will produce an itemized list of collateral held as security for Depositor.

11. **Collateral Value In Excess of Collateral Requirement**.

In the event a Security Agreement is used, if at any time the collateral held by Custodian for the benefit of Depositor has a market value in excess of the Collateral Requirement, then upon the written authorization of an authorized representative of Bank, confirmed by an authorized representative of Depositor, Bank may request withdrawal of such excess amount of collateral, Custodian shall deliver this amount of collateral (and no more) to Bank, and Custodian shall have no further liability for the collateral so redelivered to Bank.

All substitutions, releases, and additional pledges of collateral pursuant to the terms hereof and of the Security Agreement shall be completed at the earliest time as is commercially reasonable.

12. **Termination; Amendment of Agreement.**

Either Depositor or Bank shall have the right to terminate this Agreement prior to the expiration date by providing the other party with 90 days prior written notice of its election to terminate. This Agreement shall terminate 90 days after delivery of such written notice, provided that all provisions of this Agreement have been fulfilled.

In addition to any other remedy that Depositor may have at law or in equity, if Bank breaches this Agreement in any manner or defaults on its obligations hereunder and does not cure such breach or default within 30 days of Bank receiving notice of such breach or default from Depositor, then after expiration of such 30 day cure period, Depositor may terminate this Agreement and withdraw its funds by giving Bank written notice of termination and withdrawal.

In the event that Depositor fails to comply with any of its promises in this Agreement, or if any of its representations are untrue or any of its warranties is breached, and Depositor does not cure such breach or default within 30 calendar days of Depositor receiving notice of such breach or default from Bank, then after expiration of such 30 calendar day cure period, Bank may terminate this Agreement by sending written notice to Depositor of Bank's decision to terminate. Upon receipt of such notice, Depositor shall make provisions for the immediate withdrawal of Depositor's funds from Bank.

This Agreement may be amended in a writing executed by both Depositor and Bank.

13. **Post-Termination/Expiration Obligations.**

In the event a Security Agreement is used, when the relationship of Depositor and Bank shall have ceased to exist, and when Bank shall have properly paid out all deposits of Depositor, it shall be the duty of Depositor to give Bank an authorization to release the collateral, the form of which shall be reasonably acceptable to Bank and Custodian. Upon Bank's delivery of such authorization to Custodian, Custodian shall release to Bank all

collateral then in its possession belonging to Bank to the extend held for the benefit of Depositor. Upon release of such collateral to Bank, as to such collateral, Custodian shall not have any further liability to Depositor or Bank, except for liability as set forth in Section 7 above, where such liability arose while the collateral was in Custodian's control.

14.   **Representations and Warranties of the Parties.**

Bank represents and warrants that:

(a)   Bank is the sole legal and actual owner of any securities or of a beneficial interest in any securities utilized to collateralize deposits;

(b)   other than any security interest granted to Depositor herein, no other security interest has been, nor will be, granted in the securities utilized to collateralize deposits;

(c)   Bank accounts are insured to the regulatory limits of the FDIC;

(d)   this Agreement has been authorized by Bank's Board of Directors, and such authorization is evidenced by a resolution of Bank's Board of Directors adopted at a duly called meeting; and

(e)   this Agreement is an official record of Bank, and has been, and will continue to be, an official record of Bank from the date of its approval by Bank's Board of Directors.

Depositor represents, warrants and promises that:

(a)   Depositor has complied with all applicable law governing the selection of a depository bank, that Depositor has full power and authority to enter into this Agreement, this Agreement is a valid and binding agreement enforceable against Depositor pursuant to its terms, and does not and will not violate any statute or regulation applicable to Depositor;

(b)   all acts, conditions, and things required to exist, happen, or to be performed on Depositor's part precedent to and in the execution and delivery of this Agreement exist or have happened or have been performed; and

(c)   Depositor will comply with the terms of the Security Agreement, if any, and any other agreements it may have with Bank in connection with this Agreement.

15.   **Incorporation of Request For Proposal and Response; Conflicting Provisions.**

The RFP and Bank's response to the RFP (the "Response"), are incorporated into this Agreement by reference. In the event of any conflicts between the RFP and the Response, the provisions of the Response control. In the event of any conflicts between the Response and this Agreement regarding provisions and topics addressed in both documents, the provisions of this Agreement control. In the event of any provisions and

topics addressed in the Response and not addressed in this Agreement, the Response controls.

16. **Liability of the Parties.**

Bank's and Depositor's duties and responsibilities to each other are limited as set forth in this Agreement, except with respect to any provisions of the law which cannot be varied or waived by agreement. **TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER BANK NOR DEPOSITOR WILL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF REVENUE OR ANTICIPATED PROFITS), OR FOR ANY INDIRECT LOSS THAT THE OTHER PARTY MAY INCUR OR SUFFER IN CONNECTION WITH THE SERVICES PROVIDED HEREUNDER (EVEN IF THE SUCH PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES), INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES**.

17. **Invalidity; Severability.**

If any clause or provision of this Agreement is for any reason held to be invalid, illegal, or unenforceable, such holding shall not affect the validity, legality, or enforceability of the remaining clauses or provisions of this Agreement.

18. **Governing Law; Venue**.

This Agreement shall be construed in accordance with the substantive laws of the State of Texas, without regard to conflicts of law principles thereof. Bank and Depositor consent to the non-exclusive jurisdiction of a state or federal court situated in Taylor County, Texas, in connection with any dispute arising from or relating to this Agreement. Bank and Depositor irrevocably waive, to the fullest extent permitted by applicable law, any objection which it may now or hereafter have to the laying of venue of any such proceeding brought in such a court and any claim that such proceeding brought in such a court has been brought in an inconvenient forum. **BANK AND DEPOSITOR EACH IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.**

19. **Notices.**

Any communication, notice, or demand to be given hereunder shall be duly given when delivered in writing or sent by facsimile to a party at its address indicated below.

If to Depositor: Johnson County
                           411 Marti Drive
                           Cleburne TX 76033
                           817-556-6382

Facsimile No.:_____

If to Bank: Executive Vice President, Treasury Management
                               First Financial Bank
                               400 Pine Street
                               Abilene, Texas 79601
                               and via email to notices@ffin.com

20.   Security Measures.

Bank and Depositor agree to implement and follow commercially reasonable measures to protect the privacy and security of Depositor's transactions and information, including communications and information held by Depository or Bank, or transmitted between Depositor and Bank.

21.   Assignment and Binding Effect; Amendment.

Depositor may not assign all or any part of its rights or obligations under this Agreement without Bank's prior express written consent, which may be withheld in Bank's sole discretion. Bank may assign or delegate all or any part of its rights or obligations under this Agreement, including, without limitation, the performance of the services described herein. This Agreement will be binding on and inure to the benefit of the successors and permitted assigns of either party.

22.   Third Party Service Providers.

In the normal course of its business, Bank may engage third party vendors or subcontractors to provide or assist in providing all or part of certain services. Any third party vendor or subcontractor used by Bank is an independent contractor and not Bank's agent.

23.   Records, Reports and Audits.

Bank shall maintain separate, accurate and complete records relating to Depositor's funds and, in the event a Security Agreement is used, the pledged securities and all transactions relating to the pledged securities. In the event a Security Agreement is used, Bank will also take reasonable steps to ensure that Custodian shall maintain separate, accurate and complete records relating to the pledged securities and all transactions relating to the pledged securities. Depositor and its representatives or agents shall have the right to examine and audit at any reasonable time upon 5 days prior written notice all records maintained pursuant to this Section 23.

24. **Captions; Counterparts and Signatures.**

Captions used in this Agreement are for convenience only and are not intended to limit or expand the meaning of any underlying provisions. This Agreement may be executed in counterparts and by use of signatures delivered by electronic means.

IN WITNESS WHEREOF, Bank and Depositor have caused this Agreement to be duly executed as of the Effective Date.

First Financial Bank

ATTEST: By:_____
                                               Name:_____
                                               Title:_____
By:_____
Name:_____   **"Bank"**
Title:_____

                                               Johnson County_____

_____

ATTEST: By:_____
                                               Name:_____
                                               Title:_____
By:_____
Name:_____   **"Depositor"**
Title:_____

Exhibit A

Irrevocable Standby Letter of Credit issued by the Federal Home Loan Bank of Dallas

(See attached)

<u>Exhibit B</u>

"Eligible securities" as defined in Section 2257.002(4) of the Texas Public Funds Collateral Act.

COLLATERAL SECURITY AGREEMENT

This Collateral Security Agreement (this "Agreement"), is made and entered into effective June 1, 2025 (the "Effective Date"), by and between Johnson County ("Depositor") and First Financial Bank, a Texas state banking association ("Bank").

Pursuant to the terms and provisions of this Agreement, Bank hereby grants a security interest in and a pledge of Eligible Collateral to secure the timely payment of the Uninsured Deposits pursuant to the Depository Agreement.

NOW, THEREFORE, in consideration of the forgoing, and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

1. **Definitions.** Except as otherwise expressly defined in this Agreement, all terms used herein which are defined in the Uniform Commercial Code as in effect from time to time in Texas (the "Code") have the same meaning as in the Code. All other terms capitalized but not defined herein or in the Code have the meanings assigned to them in the Depository Agreement.

"Account" shall mean that portion of the custodial account established with Custodian in the name of Bank designated by Bank to be held by Custodian for the benefit of Depositor as secured party in accordance with this Agreement.

"Authorized Person" shall be any officer of Depositor or Bank, as the case may be, duly authorized to give Written Instructions on behalf of Depositor or Bank, respectively, such authorized persons for Depositor to be designated in a certificate substantially in the form of Exhibit B, attached hereto, as such exhibit may be amended from time to time, or as designated in such other forms as may be prescribed by Bank.

"Book-Entry System" shall mean the Federal Reserve/Treasury Book Entry System for receiving and delivering U.S. Government Securities.

"Business Day" shall mean any day on which Custodian and Bank are open for business and on which the Book Entry System is open for business.

"Collateral" shall mean the specific amounts and issues of Securities held in the Account and, if applicable, specific amounts of Proceeds held in the Account, securing the timely payment of the Uninsured Deposits of Depositor.

"Collateral Requirement" shall mean the Collateral Requirement as defined in the Depository Agreement.

"Custodian" shall mean the custodial bank identified to Depositor by Bank to hold the Collateral in the Account.

"Depository Agreement" shall mean Bank Depository Agreement made and entered into by and between Depositor and Bank as of the Effective Date.

"Deposits" shall mean all deposits by Depositor in Bank, including all accrued interest on such deposits, that are available for all uses generally permitted by Bank to Depositor for actually and finally collected funds under Bank's account agreement or policies.

"Eligible Collateral" shall mean any Securities of the types enumerated in the Schedule of Eligible Collateral (which types are in compliance with Depositor's collateral policy as varied by Depositor's approval and execution of this Agreement) attached hereto as Exhibit A, as such exhibit may be amended from time to time pursuant to a written amendment signed by each of the parties to this Agreement, and any Proceeds of such Securities.

"Market Value" shall mean: (i) with respect to any Security held in the Account, the market value of such Security as made available to Bank or Custodian by a generally recognized source selected by Bank or Custodian, plus, if not reflected in the market value, any accrued interest on such Security, or, if such source does not make available a market value, the market value shall be as determined by Custodian or Bank in its sole discretion based on information furnished to Custodian or Bank by one or more brokers or dealers; and (ii) with respect to any cash held in the Account, the face amount of such cash.

"Proceeds" shall mean any principal or interest payments or other distributions made in connection with Eligible Collateral and anything acquired upon the sale, lease, license, exchange or other disposition of Eligible Collateral.

"Security" or "Securities" shall include, without limitation, any security or securities held in the Book-Entry System; common stock and other equity securities; bonds, debentures and other debt securities; notes, mortgages, or other obligations; and any instruments representing rights to receive, purchase, or subscribe for the same, or representing any other rights or interests in such security or securities.

"Trust Receipt" shall mean evidence of receipt, identification and recording, including a written or electronically transmitted advice or confirmation of transaction or statement of account. Each advice or confirmation of transaction shall identify the specific securities which are the subject of the transaction. If available, statements of account may be provided by Bank or Custodian at least once each month and when reasonably requested by Depositor, and must identify all Eligible Collateral in the Account and its Market Value.

"Uninsured Deposits" shall mean that portion of the daily ledger balance (amount of funds plus the amount of any accrued interest on the funds) of Depositor's Deposits with Bank which is not otherwise secured by a letter of credit issued by a Federal Home Loan Bank

and which exceeds the standard maximum deposit insurance amount ("SMDIA") of the Federal Deposit Insurance Corporation ("FDIC").

"Written Instructions" shall mean written communications actually received by Bank or Custodian from an Authorized Person or from a person reasonably believed by Bank or Custodian to be an Authorized Person.

2. Security Requirement.

(a) To secure the timely payment of Uninsured Deposits made by Depositor, Bank has identified to or deposited with Custodian certain Securities as more fully described in the initial confirmation or Trust Receipt delivered by Custodian to Bank and Depositor, and if delivered only to Bank, delivered by Bank to Depositor. Pursuant to the Code, Custodian shall act as a bailee or agent of Depositor and, to the extent not inconsistent with such duties, shall hold Securities as a securities intermediary (as such term is defined in Chapter 8 of the Code) in accordance with the provisions of this Agreement, the Depository Agreement, and of any agreement entered into with Custodian further governing the provision of security by Bank for Uninsured Deposits.

(b) (i) To secure the timely payment of Uninsured Deposits made by Depositor with Bank, Bank agrees to identify to Custodian, or to deliver or cause to be delivered to Custodian for transfer to the Account, Eligible Collateral having a Market Value equal or greater than the Collateral Requirement.

(ii) If the Market Value of such Eligible Collateral on any Business Day is less than the Collateral Requirement for such day, Bank shall be required to identify or deliver to Custodian additional Eligible Collateral having a Market Value equal to or greater than such deficiency as soon as possible, but no later than the close of business of Custodian on the Business Day on which Bank determined such deficiency. If on any Business Day, the aggregate Market Value of the Eligible Collateral provided pursuant to this Agreement exceeds the Collateral Requirement for such day, Custodian shall, at the direction of Bank and with the approval of the Authorized Person acting on behalf of Depositor, transfer from the Account to or for the benefit of Bank, Eligible Collateral having a Market Value no greater than such excess amount.

(iii) When additional Eligible Collateral is required to cover incremental Deposits, Bank must receive the request for collateral one (1) Business Day prior to the Business Day the incremental Deposits are received, and Bank shall be required to identify or deliver to Custodian additional Eligible Collateral having a Market Value equal to or greater than the deficiency on the Business Day the incremental Deposits are received.

(c)   For any changes made to the Eligible Collateral held in the Account due to releases, substitutions or additions of Eligible Collateral, Custodian shall update its records of the Account accordingly and promptly issue a Trust Receipt to Bank and Depositor, and if delivered only to Bank, said Trust Receipt shall be delivered by Bank to Depositor.

(d)   Bank shall be entitled to income on Securities held by Custodian in the Account, and Custodian may dispose of such income as directed by Bank without approval of Depositor, to the extent such income is not needed to meet the Collateral Requirement.

3.   Custody of Securities. The parties agree that all Securities held in the Account shall be treated as financial assets. For purposes of the Code, the security interest granted by Bank in the Eligible Collateral for the benefit of Depositor is created, attaches, and is perfected for all purposes under Texas law from the time Custodian identifies the pledge of Eligible Collateral to Depositor and issues a Trust Receipt for such Eligible Collateral. The security interest of Depositor in the Collateral shall terminate upon the transfer of such Collateral from the Account.

4.   Delivery of Securities. Bank and Depositor agree that the Collateral identified or delivered to Custodian to be held in the Account may be in the form of credits to the accounts of Custodian in the Book Entry System.

Bank acknowledges that to the extent permitted by law, the records of Bank and/or Custodian with respect to the pledge of Eligible Collateral as described in this Agreement: (a) may be inspected by Depositor or by the Texas Comptroller of Public Accounts (the "Comptroller"), at any time during regular business hours of Bank or Custodian; (b) such records may be subject to audit or inspection at any time pursuant to Sections 2257.025 and 2257.061 of the Texas Government Code, as amended; and (c) reports must be filed by Custodian with the Comptroller when requested by Comptroller.

5.   Collection of Securities. If Depositor certifies in writing to Custodian that (a) Bank is in default under this Agreement or the Depository Agreement, and (b) Depositor has satisfied any notice or other requirement to which Depositor is subject pursuant to the Depository Agreement, then Depositor may, subject to the provisions of Sections 8 and 9, give Custodian and any appointed receiver Written Instructions to transfer the value of the Collateral (up to the amount that Depositor has in its depository account(s) with Bank as of the date of such default) to an account or accounts controlled by Depositor, and to cease releasing to an account of Bank any Proceeds reflecting the income on Securities in the Account as provided in Section 2(d).

6.   Representation and Warranties.

(a)   Representations of Bank. Bank represents and warrants, which representations and warranties shall be deemed to be continuing, that:

(i)   this Agreement has been authorized by Bank's Board of Directors, and such authorization is evidenced by a resolution of Bank's Board of Directors adopted at a duly called meeting;

(ii)   this Agreement has been legally and validly entered into and is enforceable against Bank in accordance with its terms;

(iii)   this Agreement and the pledge of Eligible Collateral under this Agreement do not violate or contravene the terms of Bank's charter documents, by-laws, or any agreement or instrument binding on Bank or its property, or any statute or regulation applicable to Bank;

(iv)   Bank has entered into this Agreement and the Depository Agreement (A) in the ordinary course of business, (B) in good faith and on an arm's-length basis with Depositor, (C) not in contemplation of bankruptcy or insolvency, and (D) without intent to hinder, delay, or defraud Bank's creditors;

(v)   a copy of each of (A) this Agreement, (B) the Depository Agreement, and (C) the resolution of the Board of Directors of Bank authorizing this Agreement, have been placed (and will be continuously maintained) in the official records of Bank;

(vi)   Bank is sole legal and actual owner of the Securities or of beneficial interests in Securities deposited in the Account, free of all security interests or other encumbrances, except the security interest created by this Agreement;

(vii)   this Agreement was executed by an officer of Bank who was authorized by Bank's Board of Directors to do so;

(viii)   Bank is a bank duly authorized to do business in the State of Texas; and

(ix)   all acts, conditions, and things required to exist, happen or to be performed on its part precedent to and in the execution and delivery of this Agreement by it exist or have happened or have been performed.

(b)   <u>Representations of Depositor</u>. Depositor represents and warrants, which representations and warranties shall be deemed to be continuing, that:

(i)   this Agreement has been legally and validly entered into, has been approved by Depositor's governing body, and does not and will not violate any statute or regulation applicable to it and is enforceable against Depositor in accordance with its terms;

(ii)   the appointment of Custodian has been duly authorized by Depositor and this Agreement was executed by an officer of Depositor duly authorized to do so;

(iii)   (A) all Securities identified on the Schedule of Eligible Collateral, attached hereto as Exhibit A, may be used to secure the timely payment of Depositor's Uninsured Deposits under applicable statutes and regulations, (B) the Collateral Requirement meets the requirements of such applicable statutes and regulations, (C) the governing board of Depositor has approved a collateral policy which as varied by Depositor's approval and execution of this Agreement authorizes all such Securities to be used as Eligible Collateral, and (D) such collateral policy complies with all applicable statutes and regulations;

(iv)   it will not sell, transfer, assign, convey, pledge, or otherwise dispose in whole or in part its interests in or the rights with respect to the Collateral, except as permitted under the provisions of this Agreement;

(v)   all approvals, acts, conditions, and things required to exist, happen, or to be performed on its part precedent to and in the execution and delivery of this Agreement exist or have happened or have been performed; and

(vi)   Depositor will comply with the terms of any other agreements it may have with Bank in connection with this Agreement.

7.   Continuing Agreement. This Agreement shall continue and remain in full force and effect and shall be binding upon Bank and its successors and assigns until such time as (a) all Deposits have been paid in full to Depositor or otherwise paid as instructed by Depositor, and (b) the Depository Agreement is no longer in effect.

8.   Rights and Remedies of Depositor. Depositor's rights and remedies with respect to the Collateral shall be those of a secured party under the Code and under any other applicable law, as the same may from time to time be in effect, in addition to those rights granted in this Agreement, in the Depository Agreement, and in any other agreement in effect between Bank and Depositor. Depositor agrees to provide Bank and Custodian with reasonable notice of the sale, disposition, or other intended action subject to the provisions of this Agreement in connection with the Collateral, whether required by the Code or otherwise.

9.   Application of Proceeds by Depositor.   In the event Depositor, or Custodian on Depositor's behalf, sells or otherwise disposes of the Collateral in the course of exercising the remedies provided for in this Agreement, any amounts held, realized or received by or on behalf of Depositor pursuant to the provisions of this Agreement, including the proceeds of the sale, in whole or in part, of any of the Collateral, shall be applied first toward the payment of any costs and expenses incurred by or on behalf of Depositor (a) in enforcing this Agreement, (b) in realizing on selling, disposing or protecting any Collateral and (c) in enforcing or collecting any Deposits, including attorneys' fees, and then toward payment of the

Deposits in such order or manner as Depositor may elect. Any Collateral, or proceeds of sale, remaining after such application and after payment to Depositor of all the Deposits in full shall be paid or delivered to Bank, its successors or assigns, or as a court of competent jurisdiction may direct.

10. **Notices.** Any communication, notice, or demand to be given under this Agreement shall be duly given when delivered in writing or sent by facsimile to a party at its address indicated below.

If to Depositor: Johnson County
                                          411 Marti Drive
                                          Cleburne TX 76033
                                          817-556-6382

                                          Facsimile No.:_____

If to Bank: Executive Vice President, Treasury Department
                                          First Financial Bank
                                          400 Pine Street
                                          Abilene, Texas 79601
                                          and via email to notices@ffin.com

11. **Miscellaneous.**

(a) <u>Updating Certificate of Authorized Persons</u>. Depositor agrees to furnish to Bank a new and updated "Certificate of Authorized Persons" substantially in the form of <u>Exhibit B</u>, attached hereto, or in similar form as Bank may require, within a reasonable amount of time after there are additions or deletions to list of Authorized Persons authorized to act on behalf of Depositor.

(b) <u>Invalidity; Severability</u>. If any clause or provision of this Agreement is for any reason held to be invalid, illegal or unenforceable, such holding shall not affect the validity, legality or enforceability of the remaining clauses or provisions of this Agreement.

(c) <u>Amendment</u>. This Agreement may not be amended or modified in any manner except by written agreement executed by all of the parties.

(d) <u>Assignment and Binding Effect</u>. Depositor may not assign all or any part of its rights or obligations under the Agreement without Bank's prior express written consent, which may be withheld in Bank's sole discretion. Bank may assign or delegate all or any part of its rights or obligations under the Agreement, including, without limitation, the performance of the services described herein. The Agreement will be binding on and inure to the benefit of the successors and permitted assigns of either party.

(e) <u>Governing Law; Venue</u>. This Agreement shall be construed in accordance with the substantive laws of the State of Texas, without regard to conflicts of law principles thereof. Bank and Depositor hereby consent to the non-exclusive jurisdiction of a state or federal court situated in Taylor County, Texas, in connection with any dispute arising hereunder. Bank and Depositor hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection which it may now or hereafter have to the laying of venue of any such proceeding brought in such a court and any claim that such proceeding brought in such a court has been brought in an inconvenient forum. **BANK AND DEPOSITOR EACH HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.**

(f) <u>Liability of the Parties</u>. Bank's and Depositor's duties and responsibilities to each other are limited as set forth in this Agreement, except with respect to any provisions of the law which cannot be varied or waived by agreement. **TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER BANK NOR DEPOSITOR WILL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF REVENUE OR ANTICIPATED PROFITS) OR FOR ANY INDIRECT LOSS THAT THE OTHER PARTY MAY INCUR OR SUFFER IN CONNECTION WITH THE SERVICES PROVIDED HEREUNDER (EVEN IF SUCH PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES), INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES.**

(g) **<u>Except in cases of Custodian's gross negligence or willful misconduct, and excluding the enforcement of Depositor's rights and remedies as a secured party with respect to the Collateral, Bank hereby agrees to indemnify Custodian and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity (collectively, "Claims"), or any other expenses, fees or charges of any character or nature which Custodian may incur or with which it may be threatened by reason of Custodian's actions under this Agreement, including but not limited to, any Claims caused or alleged to be caused by the sole or concurrent negligence of Custodian, its employees or agents; and, in connection therewith, to indemnify Custodian against any and all expenses, including without limitation, reasonable attorneys' fees and expenses incurred by Custodian.</u>** To the extent covered by such indemnity, **Custodian** may itself defend any suit brought against it and shall be equally entitled to receive reimbursement from **Bank** for its reasonable attorneys' fees, expenses, and all reasonable fees and

costs incident to any appeals which may result. **Exclusive of the enforcement against Custodian of Depositor's rights and remedies as a secured party with respect to the Collateral, Bank and Depositor agree that Custodian shall have no liability to either of them for any loss or damage that either or both may claim to have suffered or incurred, either directly or indirectly, by reason of this Agreement or any transaction or service contemplated by this Agreement, regardless of whether such loss or damage is caused or alleged to be caused by the sole or concurrent negligence of Custodian, its employees or agents, unless occasioned solely by the gross negligence or willful misconduct of Custodian.** In no event shall **Custodian** be liable for losses or delays resulting from computer malfunction, interruption of communication facilities, labor difficulties or other causes beyond **Custodian's** reasonable control or for indirect, special or consequential damages.

(h)   This Agreement shall terminate and be of no force and effect upon receipt by Custodian of written notice from Depositor that Depositor no longer claims an interest in the Collateral. This Agreement may be terminated by Custodian with or without cause, upon its delivery of thirty (30) calendar days prior written notice thereof to Bank and Depositor, and upon the expiration of such thirty (30) day period, all of Custodian's obligations hereunder shall cease. Upon the effective date of such termination, Custodian, will simultaneously transmit to Bank all of the Collateral. Notwithstanding any of the provisions hereof, Depositor shall have, and does hereby retain the right to utilize, other depositories and the right to terminate this Agreement whenever the interest of Depositor may demand.

(i)   Captions used in this Agreement are for convenience only and are not intended to limit or expand the meaning of any underlying provisions. This Agreement may be executed in counterparts and by use of signatures delivered by electronic means.

IN WITNESS WHEREOF, Bank and Depositor have caused this Agreement to be duly executed as of the Effective Date.

First Financial Bank

ATTEST: By:_____
                                                    Name:_____
                                                    Title:_____

By:_____
Name:_____   **"Bank"**
Title:_____

<u>Johnson County</u>

ATTEST: By:_____
                                             Name:_____
                                             Title:_____

By:_____
Name:_____
Title:_____   **"Depositor"**

EXHIBIT A
Schedule of Eligible Collateral

Eligible Collateral

All funds on deposit under the provisions of this Agreement shall be continuously secured in accordance with the Texas Public Funds Collateral Act, Chapter 2257 of the Texas Government Code.

The following Securities are approved as Eligible Collateral for the Uninsured Deposits of Depositor:

"Eligible securities" as defined in Section 2257.002(4) of the Texas Public Funds Collateral Act.

EXHIBIT B
CERTIFICATE OF AUTHORIZED PERSONS
(Depositor)

       The undersigned hereby certifies that he/she is the duly elected and acting_____ of Depositor, and further certifies that the following officers or employees of Depositor have been duly authorized in conformity with the approval of Depositor's governing body to deliver Written Instructions to Custodian pursuant to the Depository Agreement between Depositor and Bank dated _____, _____ and pursuant to this Agreement, and that the signatures appearing opposite their names are true and correct:

Name	Title	Signature
Name	Title	Signature
Name	Title	Signature
Name	Title	Signature
Name	Title	Signature
Name	Title	Signature
Name	Title	Signature

       This certificate supersedes any certificate of authorized individuals you may currently have on file.

By:_____
Name:_____
Title:_____
Date: _____

SAFEKEEPING AGREEMENT

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

WITNESSETH:

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

SECTION 1
ACCEPTANCE OF SECURITIES

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

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

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

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

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

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

SECTION 2
COLLECTION OF INCOME

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

SECTION 3
COLLECTION OF PRINCIPAL

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

SECTION 4
WITHDRAWAL OF SECURITIES

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

SECTION 5
STANDARD OF CARE

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

SECTION 6
DEPOSITOR DUTIES

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

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

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

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

SECTION 7
BANK DUTIES

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

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

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

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

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

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

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

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

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

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

SECTION 8
FOREIGN SECURITIES

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

SECTION 9
FEES AND EXPENSES

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

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

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

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

SECTION 10

INVESTMENT RESPONSIBILITY

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

SECTION 11
LIMITATION OF LIABILITY & INDEMNIFICATION

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

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

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

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

SECTION 12
BANK POWER OF ATTORNEY

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

SECTION 13
AMENDMENTS

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

SECTION 14
SUCCESSORS & ASSIGNS

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

SECTION 15
COMPLETENESS OF AGREEMENT

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

SECTION 16
GOVERNING LAW

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

SECTION 17
TERMINATION

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

SECTION 18
NOTICES

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

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

If to the Depositor:

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

SECTION 19
MISCELLANEOUS

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

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

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

BANK: **DEPOSITOR:**

FIRST FINANCIAL BANK, N.A.

By: _____   By: _____
Name:_____   Name:_____
Title: _____   Title: _____

Exhibit A

Safekeeping Agreement Authorized Representative(s)

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

_____   _____
Signature   Printed Name/Title

_____   _____
Signature   Printed Name/Title

_____   _____
Signature   Printed Name/Title

_____   _____
Signature   Printed Name/Title

_____   _____
Signature   Printed Name/Title

EXECUTED (OR REVISED) this _____ day of _____, 20_____.

_____   _____
Depositor   Printed Name/Title

ACCEPTED THIS _____ DAY OF _____ 20_____.

_____
Safekeeping Representative
First Financial Bank, N.A.

F1RST FINANCIAL BANK NA

Member FDIC

Date: 10/01/2023
Original Receipt:
Customer Number:
Tax ID Number:
Account Number:

************ Safekeeping Receipt************

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

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

Number of Securities: 1   Where Held: FED
Next Interest Date: 06/26/2015   Next Interest Amount: $3,500.00
Interest Dates & Amounts
12/26......$3,500.00
06/26 ......$3,500.00

First Financial Bank N.A.

Safekeeping Customer Statement

As of:

Cust No:
Acct No:
Tax ID:

Rec'd Date/ Rec't Number		.........Security Description	Face/ Curr Par/ (No.Shares)
02/22/2013 23420	CUSIP: 0027A0Y13 Dtd: 02/21/2013 Rate: 0.0000 Mat: 11/01/2013	ABBEY NAT NA LLC ABBEY NAT NA LLC	$3,000,000.00 $3,000,000.00
12/06/2012 23196	CUSIP: 010014DW5 Dtd: 05/15/2002 Rate: 4.3750 Mat: 06/01/2014	AKRON NY CENTRAL SCH DIST REFU AKRON NY CENTRAL SCH DIST REFUNDING	$250,000.00 $250,000.00
04/24/2013 23545	CUSIP: 02005QW33 Dtd: 04/24/2013 Rate: 0.6500 Mat: 04/25/2016	GMATBK GMATBK	$49,000.00 $49,000.00
12/06/2012 23185	CUSIP: 02005QXJ7 Dtd: 11/09/2011 Rate: 1.1000 Mat: 11/12/2013	GMATBK	$200,000.00 $200,000.00
12/13/2012 23278	CUSIP: 023015TY6 Dtd: 12/12/2012 Rate: 1.0000 Mat: 08/15/2014	AMARILLO-A-CTFS AMARILLO-A-CTFS	$415,000.00 $415,000.00
12/06/2012 23189	CUSIP: 037830QQ2 Dtd: 09/12/2012 Rate: 0.4500 Mat: 03/12/2014	APPLE BANK FOR SAVINGSCD APPLE BANK FOR SAVINGS CD	$248,000.00 $248,000.00
06/28/2013 23635	CUSIP: 05568P3M7 Dtd: 06/28/2013 Rate: 1.3500 Mat: 06/28/2018	BMW BANK OF NORTH AMERICA BMW BANK OF NORTH AMERICA	$248,000.00 $248,000.00

Safekeeping

(Corporate Customers)

Fee Schedule

Safekeeping

1. Monthly Maintenance	per month	$20.00
2. Transactions	per transaction	$15.00
3. Mortgage Backed (P & I Payments)	per transaction	$15.00
4. Pledged Securities	per receipt	$ 7.50
5. Audit Verification	per request	$15.00
6. Exit Fees (hard dollar)	per receipt	$50.00

Clearing Services

Fed Settlement	$15.00
DTC Settlement	$15.00
Failed Trades (Outside Brokers)	$15.00

We offer our safekeeping correspondents the personalized service they deserve.

CONTACT

Nicole McPherson	(325) 627-7386
Safekeeping Fax	(325) 627-7387

Tab 7

Treasury Management
Product Overview, User Guides

FIRST FINANCIAL BANK

Treasury Management Services

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

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

Business Online Banking

Authorized users can access account information 24/7 from any computer with internet access. User privileges are assigned by account and feature to restrict access to information.

Business Online Banking provides authorized users:
- Ability to view account balances, history, and statements online
- Review electronic activity as it happens – such as ACH activity
- View check images front and back – even deliver image as attachment
- Transfer funds between internal accounts and make loan payments
- Apply Principal Only payments to loans
- Schedule transfers to occur on a specific date – routinely or one time
- Create Alert Messages for email or text notification when subscribed condition is met
- Download transactions to CSV, Excel®, Quicken® or QuickBooks®
- Initiate Domestic Wire Transfers until 4:30 PM (International – No Cut-off time) *
- Initiate Stop Payments
- True online E-Statement including check images
- Single Sign on to Payment Manager
- Mobile deposit

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

iPay - Bill Pay

iPay is an additional Treasury Management service that allows customers to transfer funds to external accounts, pay bills, pay vendors, and/or pay payroll securely via:
- Paper check (2 – 4 days processing time)
- Email – transfers are made using a one-time code, so payee account information stays secure
- Direct Deposit (ACH)

iPay is available to customers who enroll in the Enhanced or Treasury packages of Business Online Banking. **

Wire Transfers *

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

Direct Deposit via ACH and Direct Payment via ACH

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

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

First Financial Bank's ACH Origination system is web-hosted and available 24/7. The system also supports manual entries. The program provides a secure delivery channel for payables; including payroll and receivables. The file format is prescribed by the National Automated Clearinghouse Association (Nacha) and is a typically a download feature within many accounting software packages. Our easy to use program allows for file upload or user-built transactions for ACH credits (Payroll, Vendor Pay) and for ACH collections (debits). It is a fast, safe, and reliable way to move funds.

- Individual entries or files are drafted and approved by City staff. Approval requires the use of a Bank registered token. It can be the same token used to approve wire transfers.

- ACH addenda records (EDI) are provided in entirety and securely through our Payment Manager system. The first 2 lines of the addenda record is displayed in Business Online Banking transaction history.

- For files submitted through Business Online Banking the deadline is extended to 5:00 p.m. at least one business day prior to the effective date or payday. Files must be transmitted by the deadline on Thursday to be available to employees by Friday, unless Thursday is a banking holiday, then files must be delivered on Wednesday by the deadline. Each Receiving Bank will have their own schedule for processing ACH entries.

Payroll Cards

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

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

Remote Deposit

Our remote deposit system is called SmartPay Manager and is comprised of various products: Remote Deposit Complete (RDC), Mobile Remote Deposit Complete (mRDC), and Remote Deposit Now (RDN).

Remote Deposit Complete (RDC) removes the need for companies and public entities to balance their batches, input misread check amounts, or fix MICR line misreads. The District would be able to simply scan checks and provide a control total. On the back end, any items that are unable to be read by the system will be keyed and balanced against the control total. Mobile Remote Deposit Complete (mRDC) is a companion tool to RDC and will allow the District to make deposits via their mobile device. Items will still be balanced on the back end even when away from the remote deposit scanner and PC.

Remote Deposit Now (RDN) is an option for companies and public entities who need strict control over their items, have rigorous accounting requirements, or just prefer to balance their own items. The District may prefer this product to maintain control totals of District deposits. With RDN the District must be able to do their own balancing, MICR line adjustments, and item amount adjustments.

Deposits are delivered electronically eliminating the need to come to the Bank to make check deposits. Once the checks arrive at the Bank, they are processed and clear the same way checks are delivered to a teller window at the branch.

Payment Manager, ACH Block, and ACH Filter Services

Payment Manager creates a partnership between the Bank and our customer in an effort to control fraud. Positive Pay is one of the features of Payment Manager and has a proven record of success in controlling check fraud. Payment Manager is a web-hosted program providing easy access to authorized users. Positive Pay requires the user to provide the Bank with an issued check information. A file can be uploaded electronically, or individual check information is keyed into the system. When checks are presented for payment (at the teller line or from the cash letter), we will match them against the issued items for check number, amount, and payee name. When a check is presented that is not listed or does not match what was delivered, an exception is made, and the user is notified via email or text the following day. Exceptions are reviewed within the Payment Manager system for a pay or return decision. Returned items require a reason, which is selected from drop down menu options. Payment Manager's Positive Pay service is an excellent way to protect funds and avoid losses.

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

Payment Manager is highly recommended to protect funds for all businesses and many public fund organizations are requesting this service.

eStatement ISO **

* Requires Separate Agreement
** See Business Account Fee Schedule for comparison of available packages

First Financial offers the ability to download up to 7 years of statement images as well as the front and back images of all paid items using our eStatement ISO file. eStatement ISO is a feature within our Business Online Banking service. Two authorized users can be set up to access eStatement ISO. Users can select one statement date or a range of dates. The file can be stored on the user's local PC or saved to a network location available to the user. The monthly fee for eStatement ISO is $15.00 per month or included in the selected Treasury Package. **

Business Credit Cards

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

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

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

For businesses needing a credit line in excess of $25,000 and desire a monthly pay in full solution, we offer our VISA Company Card or the VISA CommUNITY Card for non-profit entities.

Purchase Card

First Financial offers a Purchase Card in partnership with First Bankcard®, a division of First National Bank of Omaha. Entities with a revenue of at least $5,000,000 qualify for the Purchase Card Program and can choose between earning reward points or receiving a percentage of card revenue based upon the annual net spend. Purchase cards are popular for Executive cards, Travel and Entertainment, as well as establishing a Procurement Card for Accounts Payable.

Merchant Services

First Financial Bank partners with Global Payments Company, and 1st Data Corporation, as premier providers of merchant services, for credit card processing. Through Global Payments Company and 1st Data Corporation, we offer a suite of products and services using traditional terminals, mobile, gateway, and wireless solutions.

With Global Payments Company and the support from First Financial Bank, merchants are assured of receiving outstanding customer support and dependable credit card processing. Highlights include:
• Month to month service, no contract required
• Competitive Rates, no hidden fees, no monthly minimums
• Easy application process
• 24/7 Help Desk support

• Online Reporting
• Automated Chargeback process

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

Global Payments and 1st Data Corporation provides a separate monthly statement to document activity and charges related to merchant services.

Lockbox Services

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

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

1st Safe and Loomis Armored Car Service *

First Financial offers 1stSafe in conjunction with Loomis Armored USA. A separate contract is required when implementing 1stSafe.

Smart safe technology provides same day credit for all cash deposited through the safe. Cash is safely stored until the scheduled pickup by Loomis' Armored Car service. As cash is fed into the safe, it is counted and at a scheduled time each day, the totals are uploaded to Loomis' secure internet site. The deposit activity is also transmitted to the Bank for credit to your account. On a scheduled basis, Loomis will pick-up cash stored in the safe.

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

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

RemitPlus Express™

First Financial is a reseller of RemitPlus Express™, a powerful in-house lockbox solution. In a single pass, checks and coupons are scanned resulting in a file to upload the credits for payments into billing solutions and a file to send to the bank for the check deposit.

In addition, RemitPlus Express includes RemitCentral. RemitCentral connects with leading bill pay service providers and provides payment information electronically, reducing the number of check payments. Payment credits are received electronically and RemitCentral delivers the payment detail.

* Requires Separate Agreement
** See Business Account Fee Schedule for comparison of available packages

RemitPlus Express is a web-hosted solution fully supported by the RemitPlus team. Images of checks and coupons are automatically stored for three years providing an excellent research tool. RemitPlus Express is an excellent solution for processing payments that include coupons or envelopes that have account/member numbers and payment amounts.

Municipalities, churches, medical offices, and property management companies have experienced the benefits offered by RemitPlus Express.

IntraFi

Through IntraFi's deposit solutions, First Financial Bank can offer access to multi-million-dollar FDIC insurance. Such access enables First Financial to attract and retain large-dollar, safety-conscious customers without having to hold Treasuries or securities as collateral. This enables First Financial Bank to build local customer relationships and provide our Customers freedom from ongoing collateralization requirements and tracking burdens.

Customer Benefits:

- Keep deposits fully FDIC insured and safe through one deposit relationship with First Financial Bank

- Earn attractive interest returns set by First Financial Bank

- By keeping your funds deposited local, you are helping your local community by enabling First Financial to lend more money to community members.

- Built-in transparency and peace of mind. First Financial Bank can provide detailed reporting to help you protect and grow your funds.

Federal Home Loan Bank Letters of Credit

Federal Home Loan Bank LOC allows the bank to collateralize with a line of credit backed by the Federal Home Loan Bank
Public Fund Entity Benefits:
- Payment on presentment without court action.
- Fixed and defined values
- High credit quality (AAA / AA+)

ACH File Upload

Payroll   Change Type

If you are uploading a payment file click here. →   Upload From File

Origination Details

From Subsidiary
Highland Gynecology1850826327
******6327

Account
🔍 Search by name or number

Effective Date
📅

Recurrence
None

Recipients (1)

Filters: **All**   Pre-Notes   🔍 Find recipients in payment   ⋮

+ Add multiple recipients

Recipient/Account	Amount	
🔍 Search by name or account.	$0.00	⋮

$0.00
1 payments (1 for $0.00)

Cancel   Draft   Approve

File Mapping Management   ✕

SAVED FILE MAPPINGS

New Mapping   🔍 Search

2 Results

Mapping Instruction Name	Mapping Type	
NACHA	System Standard	⋮
5-Column-CSV	System Standard	⋮

**Choose your File type which should be NACHA (most often used) or -Column-CSV.
If you need to look a the specs for each file type, click on the 3 dots to the right of
the file name and click "view specifications).**

ACH File Upload

⤓ Payroll Sample File (.csv)

PAYROLL UPLOAD GUIDELINES

⌄

- You can import a list of recipients and amounts from a 5-column Comma Separated Values (CSV) file to add recipients and amounts to a new ACH Batch, or ACH Collection, or Payroll
  - The CSV file must contain the following columns: Recipient name, Routing transit number, Account number, Account type, & Amount
  - Account Type is a numeric value: Checking = 1; Savings = 2; & Loan = 3
  - For 5-column imports, you will be prompted to select a SEC code, select a Pay From/Pay to account, select a Subsidiary (where applicable), and select an effective date

OR

- You can import a balanced NACHA format file to create an ACH Batch, or ACH Collection, or Payroll payment
  - NACHA files are not processed as uploaded into the system. The system is extracting the information (Routing Number, Account Number, Amount(s), Effective Date, SEC Code, and Subsidiary/Originator) needed to create an ACH Payments, ACH Collections, or ACH Payroll Online Banking transaction. To upload a NACHA file and have it processed as uploaded, please use ACH PassThru.
  - Classifying the payment as PPD or CCD, selecting Pay From/Pay To account, selecting a Subsidiary, and selecting an Effective date should not be necessary as that info should be in the balanced file
- The import uses the name and the order of the file to create recipients and amounts
- You can include a recipient multiple times to create multiple payments
- The payments can be to the same account or a different account

⤓ Payroll File Specification (.pdf)

Import File *

🖉 --Please Select A File To Import--

Once you have chosen your file type on the previous screen click here to browse for your file. Once file has been selected choose "Upload File" in bottom right hand corner. Then choose Approve on the following screen and enter in your Smart Token security code.

* - Indicates required field

| Cancel | Save Recipients | Upload File |

Creating Templates
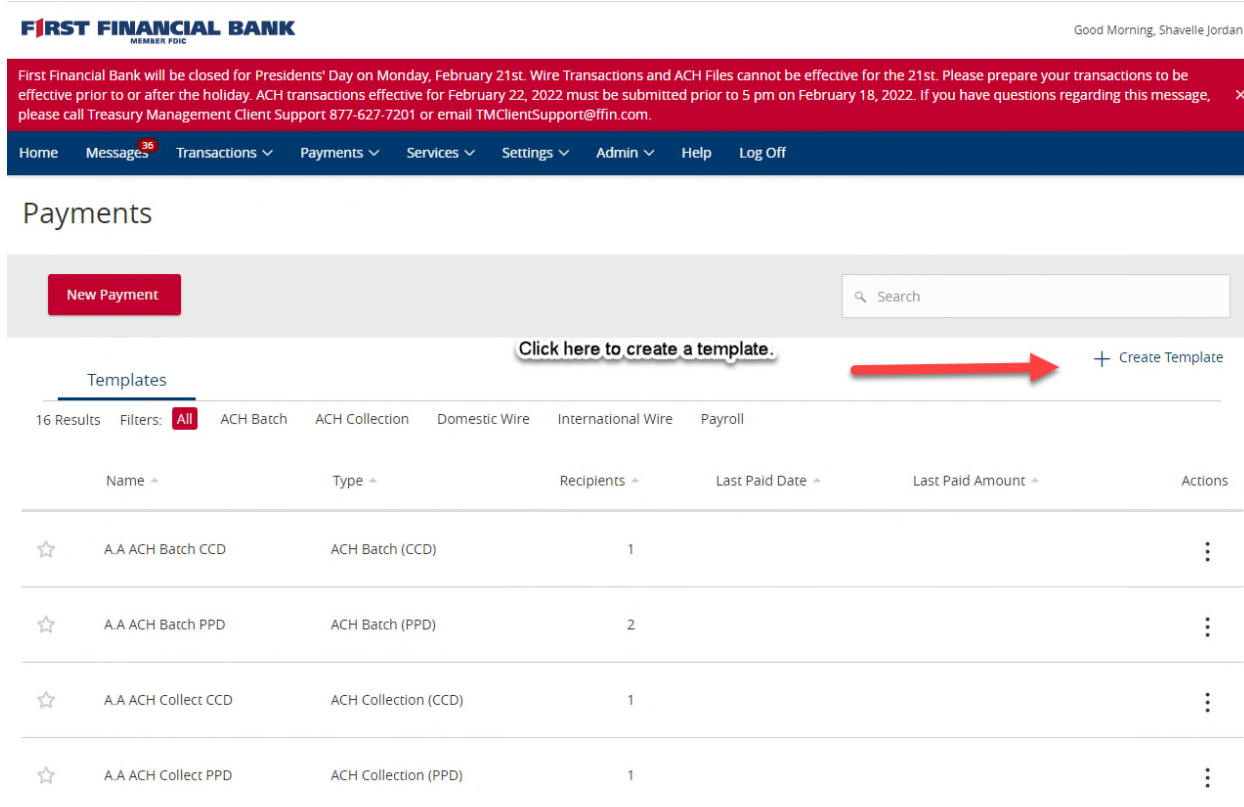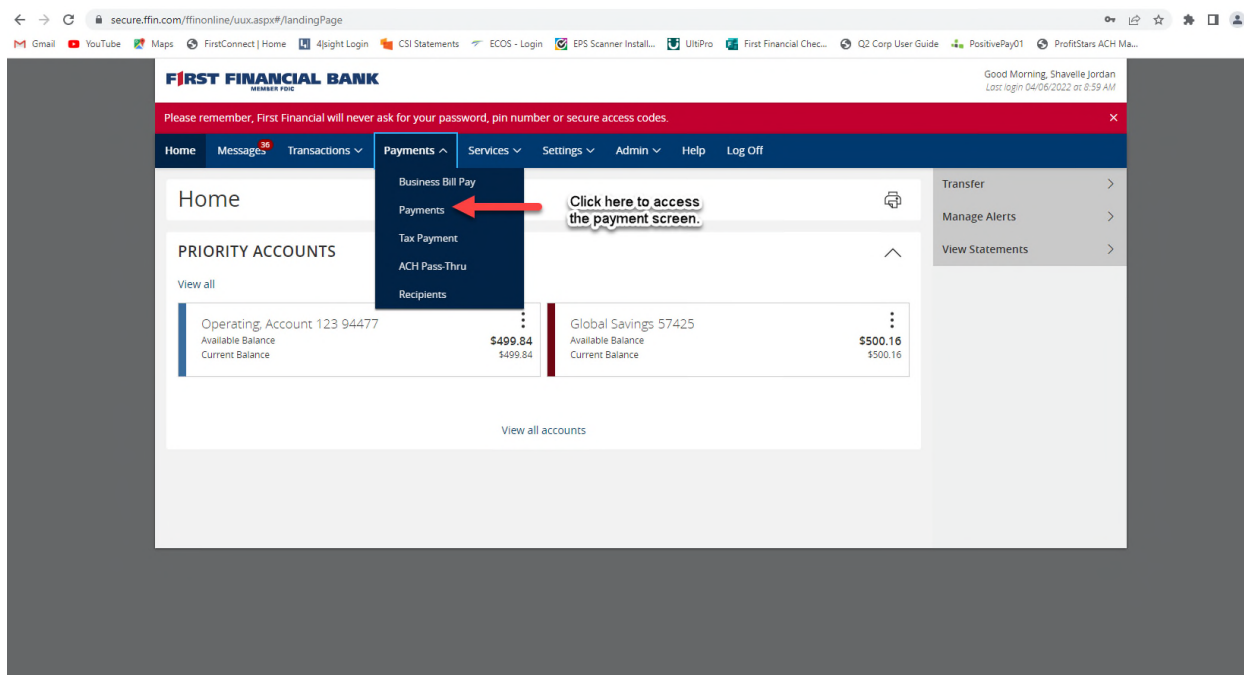
ACH Batch Change Type

Template Properties

Template Name

Child Support

Template Access Rights

7 of 8 user roles selected

Here you will be prompted to fill in a Template Name, SEC Code (for the purpose of Child Support Payments you will select (CCD), Company Entry Description is optional, Choose the appropriate Subsidiary for your template and offsetting account.

Origination Details

SEC Code

CCD - Cash Concentration and Disbursement

Company Entry Description

Child Supp

From Subsidiary

TestingFFBLoa-1999999999
++++++9999

Account

Operating, Account 123
xxx94477 $499.84

Recipients (1)

Filters: All Pre-Notes   Find recipients in payment

+ Add multiple recipients

Here you will add all of your recipients and you may choose to save your template with or with out dollar amounts. Also keep in mind that by slecting the 3 dots to the right of your recipient and clicking expand will then give you access to the addendum record which will allow up to 80 characters.

Recipient/Account	Amount	
Search by name or account.	$ 0.00	

$0.00
1 payments (1 for $0.00)

Once the details of your Template have been completed you may the click "Save".

Cancel   Save

First Financial Bank will be closed for Presidents' Day on Monday, February 21st. Wire Transactions and ACH Files cannot be effective for the 21st. Please prepare your transactions to be effective prior to or after the holiday. ACH transactions effective for February 22, 2022 must be submitted prior to 5 pm on February 18, 2022. If you have questions regarding this message, please call Treasury Management Client Support 877-627-7201 or email TMClientSupport@ffin.com.   ×

Home   Messages³⁶   Transactions ⌄   Payments ⌄   Services ⌄   Settings ⌄   Admin ⌄   Help   Log Off

Payments

New Payment

Search

+ Create Template

Templates

16 Results   Filters: All   ACH Batch   ACH Collection   Domestic Wire   International Wire   Payroll

	Name ▲	Type ▲	Recipients ▲	Last Paid Date ▲	Last Paid Amount ▲	Actions
☆	A.A ACH Batch CCD	ACH Batch (CCD)	1		Click to view template actions	⋮
☆	A.A ACH Batch PPD	ACH Batch (PPD)	2			⋮
☆	A.A ACH Collect CCD	ACH Collection (CCD)	1			⋮
☆	A.A ACH Collect PPD	ACH Collection (PPD)	1			⋮

When you are ready to Pay or Edit your Template you will click on the 3 dots to the right and choose Pay or Edit. Pay will allow you to edit the amounts and then draft and Edit allows you to edit and Save template but it does not draft the payment.

Home   Messages³⁶   Transactions ⌄   Payments ⌄   Services ⌄   Settings ⌄   Admin ⌄   Help   Log Off

Payment From File - Additional Information

SEC Code

PPD - Prearranged Payment and Deposit

Company Entry Description

payroll

Pay From/Pay To

🔍 Search by name or number

Company / Subsidiary

TestingFFBLoa-1999999999   ⌄

Effective Date

📅

Recipients

Name	RTN	Account	Account Type	Amount	Addenda
Tester, Tester	111301122	1110194477	Checking	$1.00	

On this screen keep in mind that your file will probably have the offsetting account and effective date already in the file. If not, you will first be prompted to select this information and from there you will click Draft. Now you are ready to alert your approves to login and approve the file.

Total Amount: $1.00 To 1 recipients

Back   Draft   Approve

ACH Pass-Thru

Log into Business Online Banking and click on "Payments" from your Menu options. Then choose ACH Pass-Thru which will take you to a screen to browse your Nacha file, input your Process Date and lastly Draft your file for Approval.

STEP 1

Click Payments to access the
Payment screen or Recipient
screen.

STEP 2
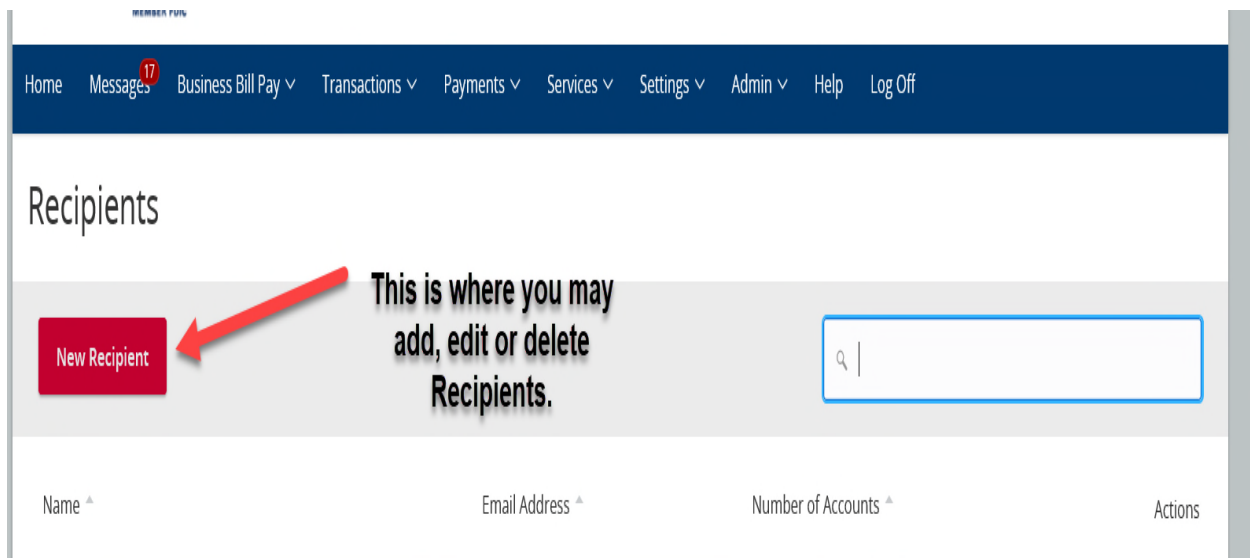
This is where you may
add, edit or delete
Recipients.

STEP 3

Click here then choose your payment type (ACH/Wire)

New Payment

Q Search

Click here to create a template. (Optional)

+ Create Template

Templates

5 Results   Filters: **All**   ACH Collection   Domestic Wire   International Wire   Payroll

Name ▲   Type ▲   Recipients ▲   Last Paid Date ▲   Last Paid Amount ▲   Actions

---

STEP 4

ACH Batch Change Type

This is your payment screen, once you have filled out Origination Details here at the top, you will then choose or add Recipients and payment amounts. Double check your Payment total in lower left hand corner . then choose Approve. Once you have clicked approve you will be prompted to enter in your token for final approval. Transaction complete!

Upload From File

Origination Details

SEC Code ⊙

----Select a SEC Code----

From Subsidiary

FFIN Demo 1999999999
******9999

Account

Q Search by name or number

Effective Date

Recurrence

None

Recipients (1)

Filters: **All**   Pre-Notes

Q Find recipients in payment

+ Add multiple recipients

Recipient/Account   Amount

Q Search by name or account. $0.00

+ Add another recipient

$0.00
1 payments (1 for $0.00)

Cancel   Draft   Approve

Payroll   Change Type

If you are uploading a payment file click here. ➡   Upload From File

Origination Details

From Subsidiary
Highland Gynecology1850826327
******6327

Account
🔍 Search by name or number

Effective Date
🗓

Recurrence
None

Recipients (1)   Filters: **All**   Pre-Notes   🔍 Find recipients in payment   ⋮

+ Add multiple recipients

Recipient/Account	Amount	
🔍 Search by name or account.	$0.00	⋮

$0.00
1 payments (1 for $0.00)   Cancel   Draft   Approve

File Mapping Management   ✕

SAVED FILE MAPPINGS

New Mapping   🔍 Search

2 Results

Mapping Instruction Name	Mapping Type	
NACHA	System Standard	⋮
5-Column-CSV	System Standard	⋮

Choose your File type which should be NACHA (most often used) or -Column-CSV. If you need to look a the specs for each file type, click on the 3 dots to the right of the file name and click "view specifications).

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⤓ Payroll Sample File (.csv)

PAYROLL UPLOAD GUIDELINES

˄

- You can import a list of recipients and amounts from a 5-column Comma Separated Values (CSV) file to add recipients and amounts to a new ACH Batch, or ACH Collection, or Payroll
  - The CSV file must contain the following columns: Recipient name, Routing transit number, Account number, Account type, & Amount
  - Account Type is a numeric value: Checking = 1; Savings = 2; & Loan = 3
  - For 5-column imports, you will be prompted to select a SEC code, select a Pay From/Pay to account, select a Subsidiary (where applicable), and select an effective date

OR

- You can import a balanced NACHA format file to create an ACH Batch, or ACH Collection, or Payroll payment
  - NACHA files are not processed as uploaded into the system. The system is extracting the information (Routing Number, Account Number, Amount(s), Effective Date, SEC Code, and Subsidiary/Originator) needed to create an ACH Payments, ACH Collections, or ACH Payroll Online Banking transaction. To upload a NACHA file and have it processed as uploaded, please use ACH PassThru.
  - Classifying the payment as PPD or CCD, selecting Pay From/Pay To account, selecting a Subsidiary, and selecting an Effective date should not be necessary as that info should be in the balanced file
- The import uses the name and the order of the file to create recipients and amounts
- You can include a recipient multiple times to create multiple payments
- The payments can be to the same account or a different account

⤓ Payroll File Specification (.pdf)

Import File *

🖉 --Please Select A File To Import--

Once you have chosen your file type on the previous screen click here to browse for your file. Once file has been selected choose "Upload File" in bottom right hand corner. Then choose Approve on the following screen and enter in your Smart Token security code.

* - Indicates required field

| Cancel | Save Recipients | Upload File |

Accessing ACH Notices of Return/Corrections

Log into you Business Online Banking profile and form your Menu options, select "Services" then select "Payment Manager" as pictured below.
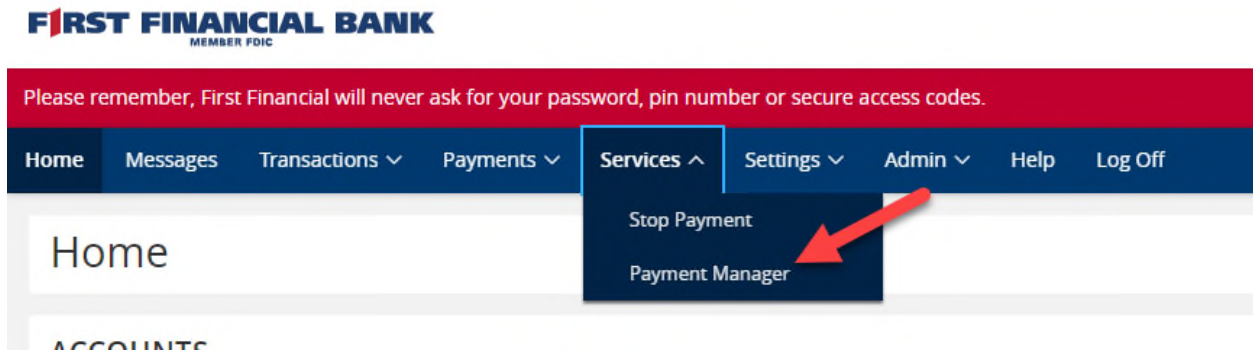
Once you have selected "Payment Manager" you will be redirected to a site called "Payment Manager", this is where you will be able to see current date ACH Reports or search for past dated ACH Reports. (See Picture below)
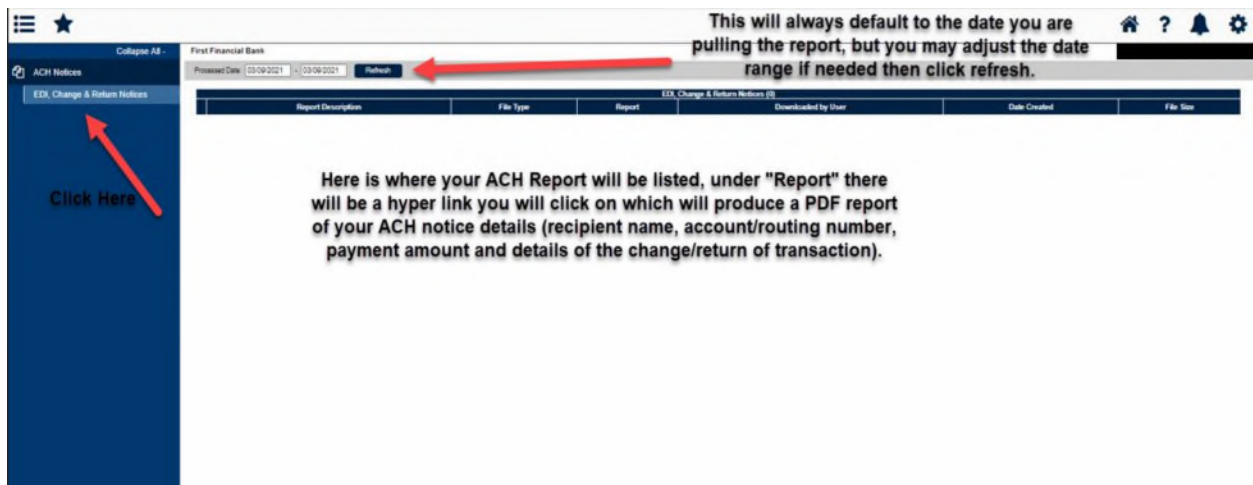
Sending Wire Transfers

1. Log into online Banking and click on "Payments" and "Payments"
2. Click the "New Payment" button and then "Domestic Wire"
3. Click on the "Account" box and select the account the wire will come out of
4. Click on the "Process Date" and select the date for your wire to process
5. Click in the box for "Recipient/Account" and then select "New Recipient"
6. Enter the person's/business's name in the Display Name box
7. Enter the beneficiary's account number in the "Account" field
8. Enter the beneficiary bank's name in the Financial Institution Info Name Field
9. Enter the beneficiary's bank routing umber in the FI ABA Number box
10. Receiving FI and Intermediary FI fields are only required if a secondary bank is involved
11. Scroll down to the "Recipient Details" section
12. Enter the beneficiary's name in the Wire Beneficiary Name field
13. Enter the beneficiary's address in the address field
14. If you want to save this recipient for future wires, click on "Save Recipient". Or you can click Use Without Save if you don't want to save this information for future wires.
15. Enter the amount of your wire in the Amount field
16. You should get a green check mark with a note that says "this payment is valid"
17. **IF YOU ARE USING DUAL CONTROL – SEE STEP 18. IF NOT USING DUAL CONTROL SKIP TO STEP 19
18. Dual Control users, you will now click "Draft". This puts the wire into Drafted status and will now require a 2nd user to log in and approve the wire. Approving user logs in, clicks on "Transactions" and "Activity Center". Locate the wire in drafted status, click the 3 dots at the end of that row and select "Approve"
19. You are now ready to approve the wire. At the bottom right, you will see an "Approve" button.
20. Click "Approve". You will then be prompted to enter the security code from your VIP access app. The first time using this service, you will be required to enter 2 codes from your VIP access app. Make sure to allow the security code on the app to change to the next 6-digit code before entering the 2nd code.

Reporting

Corporate and Corporate Lite contain standard reports (also known as report plans) that users can generate in defined formats. Corporate Banking also provides several reports for current business day account activity. Users can also filter information based on criteria such as account number or Transaction Type. The reports are not customizable, but User Roles with Information Reporting enabled can:

- Rename the standard report
- Select the report criteria (accounts, date range, etc.)
- Schedule the reports to run on an automated basis
- Pull the reports on-demand via a "Run Now" feature
- Delete reports that have been previously run

Reports include:

Standard reports for Corporate and Corporate Lite

Report name	Report type	Included information	Available formats
Balance and Activity Statement	Previous Day(s)	Account Balance and Transaction Detail	PDF, CSV, BAI2
ACH Activity	Previous Day(s)	ACH Transaction Detail	PDF, CSV
Checks Paid	Previous Day(s)	Paid Check Transaction Detail	PDF, CSV
Company Entitlements Report	Online Banking Activity	All company and user entitlements	PDF
ACH Online Originations	Online Banking Activity	All originated online banking ACH Transactions	PDF, CSV
Wire Online Originations	Online Banking Activity	All originated online banking Wire Transactions	PDF, CSV
Company Transaction	Online Banking Activity	All originated online banking transactions except ACH and Wire transactions, which are reported separately	PDF, CSV
User Activity Report	Online Banking Activity	Online Banking Activity of all Company Users	PDF

Additional reports for Corporate

Report name	Report type	Included information	Available formats
User Defined	Current Day, Previous Day(s)	Transaction detail for user-selected transaction types	PDF, CSV

The company user can filter data in the standard reports by the following criteria:

- Date
- Account Number
- Transaction Type
- User (for the User Activity Report)

Any company admin who requires access to the standard information reports must belong to a User Role where the Information Reporting Feature Right is enabled and the User Role has access to the Accounts.

> Note: Reporting does not support the Microsoft (OFX), Quicken (QFX), or QuickBooks (QBO) output formats.

HOW REPORTS DISPLAY IN FFIN'S BUSINESS ONLINE BANKING:

Previous Day(s)	Online Banking Activity	Current Day
ACH Activity Report - Previous Day(s)	ACH Online Originations	User Defined Report - Current Day
	ACH Passthru File Uploads	
Balance and Activity Statement - Previous Day(s)	Company Entitlements Report	
Checks Paid Report - Previous Day(s)	Company User Activity Report	
	Transaction Report	
User Defined Report - Previous Day(s)	Wire Online Originations	
	Wire Transfer Report - Previous Day(s)	

User Defined – Current day - PDF

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Active Active User Defined Report - Current Day

Report Type:	User Defined - Current Day
Currency:	USD
ABA Routing Number(s):	111301122
Customer:	BOB Treasury Package Demo
Created By:	Andrea Smiddy-Schlagel
Report Date(s):	08/16/2023 as of 08/16/2023 10:44 AM
Account(s) Requested:	
BAI Code(s) Requested:	108, 174, 175, 187, 195, 206, 266, 295, 306, 354, 398, 399, 409, 468, 475, 481, 487, 495, 506, 552, 564, 566, 567, 595, 631, 699, 213, 720, 721, 722, 723, 724, 726, 728, 760

Summary

Total Credits	$1,316,328.28
Total Debits	$5,092,991.53

Report Detail

Account Number:						Account Name: Business Analysis Checking
Date	BAI Type	CR Amount	DB Amount	Serial Num	Ref Num	Description
08/16/2023	Debit (Any Type)	$0.00	$993,488.65		8097201	BILL PAY BILL PMT ACH Entry Memo Posted Today
08/16/2023	Debit (Any Type)	$0.00	$526,804.55		8097202	BILL PAY BILL PMT ACH Entry Memo Posted Today
Account Subtotal		$0.00	$1,520,293.20			

User Defined – Current day – CSV opened in Excel

	A	B	C	D	E	F	G	H	I	J	K	L
1	Current Day											
2	Customer	BOB Treasury Package Demo										
3	Created Date/Time	2023-08-16 10:48:47.894077-05:00										
4	Frequency	Every Business Day										
5	Logon Name	corpandrea										
6	User Role	Main Admin User - DO NOT MODIFY										
7	Frequency	Every Business Day										
8	Accounts											
9	Date	ABA Routing #	Currency	Account Number	Account Name	BAI Type	BAI Code	CR Amount	DB Amount	Serial Num	Ref Num	Description
1298	08/16/2023	111301122	USD		Business Analysis Checking	ACH Credit Received	142	$800.00	$0.00		8095916	Bill Paid
1299	08/16/2023	111301122	USD		Business Analysis Checking	ACH Credit Received	142	$300.93	$0.00		8095910	Bill Paid
1300	08/16/2023	111301122	USD		Business Analysis Checking	ACH Credit Received	142	$93.00	$0.00		8095911	Bill Paid
1301	08/16/2023	111301122	USD		Business Analysis Checking	ACH Credit Received	142	$180.00	$0.00		8095912	Bill Paid
1302	08/16/2023	111301122	USD		Business Analysis Checking	ACH Credit Received	142	$625.13	$0.00		8095913	Bill Paid Conf #11
1303	08/16/2023	111301122	USD		Business Analysis Checking	ACH Credit Received	142	$2,210.99	$0.00		8095906	Bill Paid
1304	08/16/2023	111301122	USD		Business Analysis Checking	ACH Credit Received	142	$4,026.72	$0.00		8095907	Bill Paid
1305	08/16/2023	111301122	USD		Business Analysis Checking	ACH Credit Received	142	$8,416.16	$0.00		8095908	Bill Paid
1306	08/16/2023	111301122	USD		Business Analysis Checking	ACH Credit Received	142	$327.00	$0.00		8095909	Bill Paid
1307	08/16/2023	111301122	USD		Business Analysis Checking	ACH Credit Received	142	$1,639.95	$0.00		8095903	Bill Paid
1308	08/16/2023	111301122	USD		Business Analysis Checking	ACH Credit Received	142	$246.96	$0.00		8095904	Bill Paid
1309	08/16/2023	111301122	USD		Business Analysis Checking	ACH Credit Received	142	$322.51	$0.00		8095905	Bill Paid
1310	08/16/2023	111301122	USD		Business Analysis Checking	ACH Credit Received	142	$955.46	$0.00		8095900	Bill Paid
1311	08/16/2023	111301122	USD		Business Analysis Checking	ACH Credit Received	142	$12.20	$0.00		8095901	Bill Paid
1312	08/16/2023	111301122	USD		Business Analysis Checking	ACH Credit Received	142	$8,000.00	$0.00		8095902	Bill Paid
1313	08/16/2023	111301122	USD		Bank Internal DDA	Debit (Any Type)	409	$0.00	$2,111.67		9319403	PAYROLL ACH Entry Memo Posted Today
1314	08/16/2023	111301122	USD		Bank Internal DDA	Debit (Any Type)	409	$0.00	$98,671.55		9319404	PAYROLL ACH Entry Memo Posted Today
1315	08/16/2023	111301122	USD		Bank Internal DDA	Debit (Any Type)	409	$0.00	$399.00		9319405	Payroll ACH Entry Memo Posted Today
1316	08/16/2023	111301122	USD		Bank Internal DDA	Debit (Any Type)	409	$0.00	$5,500.00		9319406	PR Payroll ACH Entry Memo Posted Today
1317	08/16/2023	111301122	USD		Bank Internal DDA	Debit (Any Type)	409	$0.00	$61,928.63		9319407	Payroll ACH Entry Memo Posted Today
1318	08/16/2023	111301122	USD		Bank Internal DDA	Debit (Any Type)	409	$0.00	$3,000.01		9319408	PAYROLL ACH Entry Memo Posted Today
1319	08/16/2023	111301122	USD		Bank Internal DDA	Debit (Any Type)	409	$0.00	$3,298.87		9319409	PAYROLL ACH Entry Memo Posted Today
1320	08/16/2023	111301122	USD		Bank Internal DDA	Debit (Any Type)	409	$0.00	$7,747.98		9319410	Payroll ACH Entry Memo Posted Today
1321	08/16/2023	111301122	USD		Bank Internal DDA	Debit (Any Type)	409	$0.00	$22,571.20		9319411	Payroll ACH Entry Memo Posted Today
1322	08/16/2023	111301122	USD		Bank Internal DDA	Debit (Any Type)	409	$0.00	$8,075.84		9319412	Payroll ACH Entry Memo Posted Today
1323	08/16/2023	111301122	USD		Bank Internal DDA	Debit (Any Type)	409	$0.00	$2,661.42		9319413	Payroll ACH Entry Memo Posted Today
1324	08/16/2023	111301122	USD		Bank Internal DDA	Debit (Any Type)	409	$0.00	$3,000.00		9319387	Donation ACH Entry Memo Posted Today
1325	08/16/2023	111301122	USD		Bank Internal DDA	Debit (Any Type)	409	$0.00	$1,753.80		9319388	AchBatch ACH Entry Memo Posted Today
1326	08/16/2023	111301122	USD		Bank Internal DDA	Debit (Any Type)	409	$0.00	$6,048.32		9319389	AchBatch ACH Entry Memo Posted Today

Current Day										
Customer	BOB Treasury Package Demo									
Created Date/Time	2023-08-16 10:48:47.894077-05:00									
Frequency	Every Business Day									
Logon Name	corpandrea									
User Role	Main Admin User - DO NOT MODIFY									
Frequency	Every Business Day									
Accounts										
Date	ABA Routing #	Currency	Account Number	Account Name	BAI Type	BAI Code	CR Amount	DB Amount	Serial Num	Ref Num	Description
08/16/2023	111301122	USD		Bank Internal DDA	Book Transfer Credit	206	$977.61	$0.00		10602521	Transfer from XXX2129 toXXX9940: Conf #:18743416
08/16/2023	111301122	USD		Bank Internal DDA	Incoming Money Transfer	195	$174,532.31	$0.00		10602520	Inbound Wire Transfer
REPORT TOTALS							$2,181,173.85	$5,092,991.53			

User Defined – Current day – BAI2 from BOB opened in NotePad++

```
1  01,111301122,674131,230816,1048,124917,,,2/
2  02,674131,111301122,1,230816,1048,USD,3/
3  03,1110205729,,,,,Z/
4  16,409,99348865,Z,8097201,,/
5  88,BILL PAY          BILL PMT    ACH Entry Memo Posted Today,/
6  16,409,52680455,Z,8097202,,/
7  88,BILL PAY          BILL PMT    ACH Entry Memo Posted Today,/
8  16,142,46200,Z,8097198,,Bill Paid-
9  16,142,54900,Z,8097199,,Bill Paid-              395,/
10 16,142,54900,Z,8097200,,Bill Paid-              ./
11 16,142,289080,Z,8097195,,Bill Paid              Conf #503,/
12 16,142,93544,Z,8097196,,Bill Paid-              ICES Conf #1034,/
13 16,142,511479,Z,8097197,,Bill Paid              #173,/
14 16,142,27217,Z,8097192,,Bill Paid-
15 16,142,13627,Z,8097193,,Bill Paid-              #166,/
16 16,142,12000,Z,8097194,,Bill Paid-              183,/
17 16,142,25551,Z,8097189,,/
18 88,Bill Paid-S                    Conf #1298,/
19 16,142,90000,Z,8097190,,Bill Paid-              CConf #369,/
20 16,142,48500,Z,8097191,,Bill Paid-              ANK LOAN Conf #562,/
21 16,142,339240,Z,8097185,,Bill Paid              ORDConf #778,/
22 16,142,18877,Z,8097186,,Bill Paid-              Conf #777,/
23 16,142,10039,Z,8097187,,/
24 88,Bill Paid-                     Conf #166,/
25 16,142,60317,Z,8097188,,Bill Paid-              165,/
26 16,142,54236,Z,8097181,,Bill Paid-              EXAS Conf #527,/
27 16,142,10000,Z,8097182,,Bill Paid-              EXAS Conf #322,/
28 16,142,1903,Z,8097183,,Bill Paid-P              E #620,/
29 16,142,3842,Z,8097184,,Bill Paid-P              70,/
30 16,142,8620,Z,8097178,,Bill Paid-0
31 16,142,22258,Z,8097179,,Bill Paid-
32 16,142,196605,Z,8097180,,Bill Paid              ATES INC Conf #529,/
33 16,142,51040,Z,8097174,,Bill Paid-VERIZON WIRELESS Conf #824,/
34 16,142,70700,Z,8097175,,/
35 88,Bill Paid-BLUE CROSS BLUE SHIELD OF TEXAS Conf #695,/
```

FIRST FINANCIAL BANK
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Sample ACH Online Originations

Report Type:	ACH Origination
Currency:	USD
Customer:	First Financial Bank -
Created By:	Bank Tester
Created Date/Time:	08/16/2023 05:28 PM
Report Date(s):	08/15/2023 – 08/15/2023
Transactions Requested:	ACH Collections, ACH Payments
Frequency:	Manual
Account(s) Requested:	

50 ACH batch(es) found

Batch Name:	
Transaction Type:	ACH Payments
Drafted By:	Maria ____ - 08/11/2023 09:50 AM
Approved By:	Amy ____ - 08/11/2023 02:54 PM
Process Date:	2023-08-14T08:32:49.763
Status:	Processed
Originating Account:	
Account Name:	Bank Internal DDA
Company Entry Description:	RFP 115249
ACH Class Code:	CCD
Effective Date:	08/15/2023
ACH Header:	FFB Loan Ops
Total Payments:	1
Total Amount:	$17395.00
Tracking Number:	18691823

Batch Name:	
Transaction Type:	ACH Collections
Drafted By:	Maria ____ - 08/11/2023 09:51 AM
Approved By:	Amy ____ - 08/11/2023 02:53 PM
Process Date:	2023-08-14T08:32:49.763
Status:	Processed
Originating Account:	
Account Name:	Bank Internal DDA
Company Entry Description:	RFP 115249
ACH Class Code:	CCD
Effective Date:	08/15/2023
ACH Header:	FFB Loan Ops

Generating a report

Report formats and scheduling options may vary according to your FI's settings.

To generate a report

1. In the navigation menu, click or tap **Reports**.
2. In the Create New Reports column, click or tap the desired **Report**.
3. (Optional) Enter a **Report Name**.
4. Click or tap the desired **File Format**.
5. Click or tap the desired **Accounts**. You can also click or tap **Select All** or **Clear All** to select or clear all accounts. You can also select specific Account Labels.
6. (Optional) Click or tap **Date Range**, then do the following:
    a. In the **Dynamic Dates** tab, you can select one of the predetermined date ranges:
        - Last Business Day
        - Last Week
        - Last Month
        - Last 30 Days
        - Last 60 Days
        - Last 90 Days
    b. In the **Specific Dates** tab, you can select a custom date range.
7. Click or tap **Schedule** to edit the schedule:
    - None: Report is not on a schedule.
    - Daily: Report is on a daily schedule.
    - Weekly: Report is on a weekly schedule.
    - Monthly: Report is on a monthly schedule.
8. Click or tap **Privacy**:
    - Private: Private reports are accessible only to the user who created the report.
    - Shared: Shared reports are accessible to other company users who share the same User Role.
9. Click or tap **Save**. The Report Scheduled page appears confirming that the report was scheduled.
10. Click or tap **OK**. The Reports page appears with the newly scheduled report.
11. When the report appears, click or tap the **File Format** icon to see the report. The report appears. For large reports, an "In Progress" message will appear while the report is being generated.

> **Tip:** The report will automatically run at the end of the business day for a **Daily** report and at the end of the week or month for **Weekly** and **Monthly** reports, respectively.

Editing a report

Edit a report to change its name, schedule, accounts, and file format. Changes take effect the next time the report is scheduled to run.

To edit a report

1. In the navigation menu, click or tap **Reports**.
2. Click or tap the edit icon (✐) of the desired **Report**.
3. (Optional) Enter a **Report Name**.
4. Click or tap the desired **File Format**.
5. Click or tap the desired **Accounts**. You can also click or tap **Select All** or **Clear All** to select or clear all accounts.
6. (Optional) Click or tap the desired **Date Range**. You can select specific dates or one of the following ranges:
    - Last Business Day
    - Last Week
    - Last Month
    - Last 30 Days
    - Last 60 Days
    - Last 90 Days
7. Click or tap **Schedule** to edit the schedule:
    - **None**: Report is not on a schedule.
    - **Daily**: Report is on a daily schedule.
    - **Weekly**: Report is on a weekly schedule.
    - **Monthly**: Report is on a monthly schedule.
8. Click or tap **Save**. The Report Scheduled page appears confirming that the report was scheduled.
9. Click or tap **OK**. The Reports page appears with the newly scheduled report.
10. When the report appears, click or tap the **File Format** icon to see the report. For large reports, an "In Progress" message will appear while the report is being generated.

ACH Sent from Activity Center

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
1	Tracking ID	Status	Created	Created By	Authorized	Authorized	Same Day	Will Process	Amount	Description	From	Effective	Subsidiary	Company	SEC Code
2	18736063	Processed	08/15/2023	Mark Jones	08/15/2023	Mark Jones	FALSE	08/15/2023	$846.07		Bank Internal	08/16/2023	FFB Collection	Chrgoff CK	CCD
3															
4															
5															
6															
7															
8															
9															
10															
11															
12															

	P	Q	R	S	T	U	V	W	X
1	Recipient	Payment	Recipient	Recipient	Recipient	Recipient Name	Recipient ACH Name	Recipient	Recipient
2									
3	$100.00		111301122					WDA0169	
4	$100.00		111301122					GOA1153	
5	$200.00		111301122					WQC4621	
6	$434.26		111301122					WQA9060	
7	$11.81		111301122					YQA0939	
8									

Payment Manager (Check Positive Pay and ACH Filter; Recon)

ACH Notices

First Financial Bank

ACH FULL DETAIL REPORT

FFBA Human Resources

RECEIVER INFORMATION		ORIGINATOR INFORMATION	
Receiver Name:		**Originator Name:**	FFBA
DFI Account Number:		**Company ID:**	
Receiving DFI ID:	111301122	**Originating DFI ID:**	053100559

TRANSACTION DETAILS			
SEC Code:	Prearranged Payment or Deposit Entry (PPD)	**Effective Entry Date:**	7/31/2023
		Settlement Date (Julian Date):	8/1/2023 (213)
Service Class Code:	Mixed Debits & Credits (200)	**Company Descriptive Date:**	230731
Transaction Code:	Demand Credit Return/NOC (21)	**Company Entry Description:**	PAYROLL
Batch Number:	662	**Company Discretionary Data:**	00000000000000000336
Identification Number:	230731100657	**Trace Number:**	053100553907492
Amount:	$565.23	**Individual Name:**	

SOURCE	
File Name:	ACHAJ11111301122PCIN20230801103242220.ach
File Created:	08/01/2023 10:32

ADDENDA - Return	
Return Code:	No Account/Unable to Locate Account (R03)
Original Entry Trace Number:	111301120016834
Original Receiving DFI Identification:	111000025
Trace Number:	053100553907492

Centrix Bank

ACH DETAIL REPORT

ARS_Sample Reports Client A

Company Id ODFI ID	Account Number RDFI ID	Company Name Receiver Name	Effective Date Settlement Date	SEC Code Transaction Code	Amount Orig Status Code
15339395	006321973	SMITH, BERGE A	3/24/2016	COR	$0.00
222222226	111111118	Fred Luettgen	3/22/2016 (082)	Savings Debit Return/NOC (36)	1

Company Entry Description	COR TEST
Company Discretionary Data	TEST TRANSACTIONS
Company Descriptive Date	032216
Trace Number	222222220186641
Change Code	Incorrect Individual ID Number/Incorrect Receiver Identification Number (C09)
Corrected Data	140823
Original Entry Trace Number	111111110769311
Original Receiving DFI Identification:	111111118

Company Id ODFI ID	Account Number RDFI ID	Company Name Receiver Name	Effective Date Settlement Date	SEC Code Transaction Code	Amount Orig Status Code
15339395	002310750	SMITH, BERGE A	3/24/2016	COR	$0.00
222222226	111111118	Izaiah Willms	3/22/2016 (082)	Savings Debit Return/NOC (36)	1

Company Entry Description	COR TEST
Company Discretionary Data	TEST TRANSACTIONS
Company Descriptive Date	032216
Trace Number	222222220517150
Change Code	Incorrect Transaction Code (C05)
Corrected Data	474609
Original Entry Trace Number	111111110461531
Original Receiving DFI Identification:	111111118

Reconciliation:

Check Reconciliation Summary
Deposit Reconciliation Summary
Account Reconciliation Summary

Example of file in Excel:

Transaction Type	Count	Total Amount
Previous Outstanding Checks	7730	$ 35,597,813.37
Issued Checks	417	$ 6,833,365.85
Paid Checks	417	$ 6,443,362.49
Stop Payments	0	$ 0.00
Voids	0	$ 0.00
Current Outstanding Checks	7730	$ 35,987,816.73

Issued Checks

	Issued Date	Paid Date	Check Number	Issued Payee	Amount
1	Issued Date	Paid Date	Check Number	Issued Payee	Amount
2	08/14/2023		4670499		$480,600.00
3	08/14/2023		4670547		$10,000.00
4	08/14/2023	08/14/2023	4670886		$3,583.26
5	08/14/2023	⚠	4670897		$15,391.54
6	08/14/2023	08/14/2023	4670934		$1,229.39
7	08/14/2023		4670935		$10,205.03
8	08/14/2023		4670936		$1,400.00

Summary | **Issued Checks** | Paid Checks | Current Outstanding Checks

Paid Checks

	Issued Date	Paid Date	Check Number	Issued Payee	Amount
1	Issued Date	Paid Date	Check Number	Issued Payee	Amount
2	11/02/2021	08/14/2023	4483069		$1.00
3	08/10/2022	08/14/2023	4567428		$97.94
4	03/09/2023	08/14/2023	4625436		$174.16
5	04/14/2023	08/14/2023	4636358		$37.14
6	05/24/2023	08/14/2023	4647695		$7.03
7	05/24/2023	08/14/2023	4647957		$500.00
8	06/09/2023	08/14/2023	4652933		$5,000.00

Summary | Issued Checks | **Paid Checks** | Current Outstanding Checks

Ready   Accessibility: Good to go

Current Outstanding Checks

	Issued Date	Paid Date	Check Number	Issued Payee	Amount
1	Issued Date	Paid Date	Check Number	Issued Payee	Amount
36	05/04/2021		4026706		$1,535.41
37	04/25/2022		4105237		$5,000.00
38	05/02/2022		4107767		$4,751.00
39	05/03/2022		4110783		$745.00
40	06/17/2022		4117042		$28.00
41	06/17/2022		4117043		$28.00
42	05/03/2022		4123127		$275.00

Summary | Issued Checks | Paid Checks | **Current Outstanding Checks**

Note I deleted the Payee Names on this Recon to protect information.

PDF Report of Check Recon:

Run Date: 08/15/2023
Client ID:
Reconcilement Period: 08/14/2023 to 08/14/2023

Check Reconciliation Summary

	Transaction Type	Count	Total Amount
1	Previous Outstanding Checks	7,730	$35,597,813.37
2	Issued Checks	417	$6,833,365.85
3	Paid Checks	417	$6,443,362.49
4	Stop Payments	0	$0.00
5	Voids	0	$0.00
6	Current Outstanding Checks	7,730	$35,987,816.73

Balance Summary

Account Balance: $36,000,376.17
Current Outstanding Checks: $35,987,816.73
Current Register Balance: $12,559.44

Run Date: 08/15/2023
Client ID: 01
Reconcilement Period: 08/14/2023 to 08/14/2023

Issued Checks (417)

	Issued Checks				
	Issued Date	Paid Date	Check Number	Issued Payee	Amount
1	08/14/2023		4670499		$480,600.00
2	08/14/2023		4670547		$10,000.00
3	08/14/2023	08/14/2023	4670886		$3,583.26
4	08/14/2023		4670897		$15,391.54
5	08/14/2023	08/14/2023	4670934		$1,229.39

First Financial Bank
Client ID: 01 Cashiersx3010
Run Date: 08/15/2023
Reconcilement Period: 08/14/2023 to 08/14/2023

	Current Outstanding Checks				
	Issued Date	Paid Date	Check Number	Issued Payee	Amount
7730	02/24/2023		461802310		$7.17
					$35,987,816.73

Account Reconciliation Screen:

‹ Go Back

Account Reconciliation Summary

Transaction Summary

Transaction Type	Count	Total Amount
Previous Outstanding Checks	0	$0.00
Issued Checks	62	$50,423.46
Paid Checks	59	$48,043.46
Stop Payments	0	$0.00
Voids	2	$2,030.00
ACH Debits	708	$604,230.69
ACH Credits	300	$522,316.67
Miscellaneous Debits	462	$91,816.53
Miscellaneous Credits	22	$70,917.45
Deposits	76	$159,375.69
Service Charges Paid	8	$402.00
Interest Paid	0	$0.00
Taxes/Withholding	0	$0.00
Current Outstanding Checks	1	$350.00

This account has never been reconciled.
This Reconcile Through Date: 08/15/2023
Client ID

Finish Reconciliation

Balance Summary

Account Balance:	$23,135.20
Current Outstanding Checks:	$350.00
Current Register Balance:	$22,785.20

Reconciliation History

No reconciliation history to display.

| **Issued Checks** | Paid Checks | Voids | ACH Debits | ACH Credits | Miscellaneous Debits | Miscellaneous Credits | Deposits | Service Charge › |

Details below by the tab type

| Issued Date | ↑ \| Count | \| | Total Amount \| |

FIRST FINANCIAL BANK

REMOTE DEPOSIT USER GUIDE: REPORTS HANDBOOK (ALL REPORTS)

Contents

Introduction

The *User Reports Handbook* is a guide for all those who will be generating and working with the reports and summary information available through this application.

Your site administrator will need to assign specific roles to access this application. You will need to be assigned the full *Accounting* role by your admin user to have access to all the reporting functionality discussed in this manual. Please see the *User Administrator Handbook* for instructions on how to assign roles.

There are a number of ways to retrieve batch, deposit, and transaction information with this system. You will be able to generate pre-defined reports and/or create custom reports on a daily, weekly, and monthly basis as well as within specific date ranges. The types of reports available can assist you with the following:

- Balancing batches and deposits
- Creating daily deposit receipts
- Looking at transaction detail information
- Monitoring returned/re-presented collection items
- Reconciling to bank statements
- Determining the status of a batch, deposit, or transaction
- Researching previous batches, deposits, and transactions
- Retrieving images of scanned items
- Generating a list of payments received from your customer

NOTE: Intuit® QuickBooks® users who want to import transaction details into their QuickBooks accounts can send a request to First Financial Treasury Management

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Privileges and Roles

The administrator user within your organization will need to assign the (full) *Accounting* role under the *Customer Services* privilege for any users within your organization that will be working with the reporting functionality.

Reports

Commonalities Among Reports

- Reports are generated in Central Time (CT).

- [🖶] **Print** is an option available for all reports.

- Exporting reports into a Microsoft® Office Excel® spreadsheet, a tab-delimited file (.TSV) or a comma delimited file (.CSV) is available.

25 Per Page ⌄   ↗   ⬇⋁

CSV (Comma delimited) (*.csv)

TSV (Tab delimited) (*.tsv)

Microsoft Office Excel Workbook (*.xlsx)
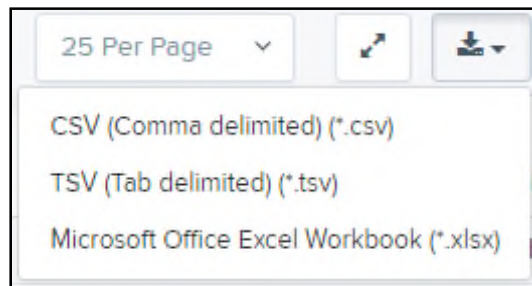
FIGURE 1 - EXPORT MENU OPTIONS

- Select [↗] **Full Screen** to view your report across your entire monitor screen.

- Select [▼] **Filter** to view filters where you can search the report for alphanumeric entries. Deselecting will hide filter fields, and strip the report of your alphanumeric search.

- Select [▯] **Filter Columns** to bring a list of all the information columns available in the report. You may configure the list to have certain columns appear in the order you choose, or to hide columns from the report listing.

  o Use the **View** option to determine whether an informational column appears.

  o Use the **Prioritize** tools to change the order of a column in the report.

  o Use the **Freeze** tool to lock a column in place when viewing the report.

NOTE: Report filter settings can be saved into a template for later use. However, it is recommended that you save the reports themselves by exporting them to a file saved on your computer.

Current Transaction Summary & Report

The *Current Transaction Summary* can be found on the *Dashboard* upon logging in. It is a numerical display of the total number of items and dollar amounts of all ACH, Check 21, and credit card debits, credits, refunds, returns, and collection items for all locations being processed by a customer. It covers a rolling 60-day period and is broken down by a transaction's current status within the system.

Although there are many reports you can use to view transactions, the *Current Transaction Summary* allows you to quickly identify any unusual activity regarding your transactions with any of the following status types:

- Declined
- Error
- In Collection
- Voided

- Uncollected NSF

- Suspended (requires financial institution's action to approve or void)

- Disputed

- Invalid/Closed Account

The following table provides a list and definition of all the transaction statuses within the system, for reference.

Status	Definition
Approved	The transaction has been verified and will be processed at the designated cut-off time.
Processed	The transaction has been transmitted to the appropriate network (ACH or Check 21). Changes can no longer be made, and the transaction can no longer be voided.
Awaiting Capture	Status for credit card transactions only.
Awaiting Approval	The transaction has been verified, but the amount of the transaction exceeded the Dual Authorization limit of the user who created it. An authorized approver must review and then either approve or void the transaction.
Declined	The transaction has been declined by the EPS system and will not be processed. The transaction exceeded either Dual Authorization limits or Velocity limits.
Voided	The transaction has been voided and will not be processed. A transaction may not be voided once the item is in the *Processed* status.
Error	An internal error has occurred within the EPS system. Contact your first line of support.
Suspended	The transaction has been verified, but it has exceeded Velocity limits.
Resolved	The transaction has been moved into a *Resolved* status by a user to indicate that no further action related to the transaction is required. Transactions can be moved into a *Resolved* status from a status of *Declined, Voided, Invalid/Closed Account, Disputed, Pulled, Uncollected NSF, Unauthorized, Error*, or *In Research*.
Other Check21 Returns	The Check21 transaction has been returned by the Federal Reserve. The transaction will be charged back.

NOTE: On the *Current Transaction Summary* report, debits are a debit to the check writer and a credit to the customer, while credits are a credit to the check writer and a debit to the customer. On the *Credits and Debits to the Merchants Settlement Account* report, debits are a debit to the customer account and a credit to the check writer while credits are a credit to the customer account and a debit to the check writer.

The below figure is an example of the *Current Transaction Summary* on the *Dashboard* upon logging into the system.

Current Transaction Summary

Below is a summary of the previous 60 days of transaction activity as of 1/19/2018, organized by status. Hover over the status to view its definition. Selecting a status link will navigate you to a report of all transactions of that type, where you may adjust the date as necessary, filter the data, save, export, and/or print the activity.

Status	Debit Count	Debit Amount	Credit Count	Credit Amount
Approved				
Processed	5	$185.00	1	$25.00
Collected				
Awaiting Capture				
Awaiting Approval				
Declined	1	$75.25		
Voided				
Error				
In Collection				
Other ACH Returns				
Unauthorized				
Suspended				
Uncollected NSF				
Disputed				
Invalid / Closed Account				
Resolved				
Other Check21 Returns				

FIGURE 3 - CURRENT TRANSACTION SUMMARY

The *Transaction Status* report is a pre-defined report listing all transactions in a specific status. It is automatically generated when you select a status link from the *Current Transaction Summary*. The list will contain items that have been processed within the last 60 days (except the *Approved* status, which shows up to the last 24 hours) and give you access to individual transaction information and images of the scanned items as well. Follow the steps below to generate a *Transaction Status* report.

1. Log in to the application, and select a status that appears as a link and contains values in the *Current Transaction Summary* (for example, **Approved** in the graphic below).

Current Transaction Summary

Below is a summary of the previous 60 days of transaction activity as of 1/19/2018, organized by status. Hover over the status to view its definition. Selecting a status link will navigate you to a report of all transactions of that type, where you may adjust the date as necessary, filter the data, save, export, and/or print the activity.

Status	Debit Count	Debit Amount	Credit Count	Credit Amount
Approved				
Processed	5	$185.00	1	$25.00
Collected				
Awaiting Capture				
Awaiting Approval				
Declined	1	$75.25		
Voided				
Error				
In Collection				
Other ACH Returns				
Unauthorized				
Suspended				
Uncollected NSF				
Disputed				
Invalid / Closed Account				
Resolved				
Other Check21 Returns				

FIGURE 4 - CURRENT TRANSACTION SUMMARY WITH APPROVED STATUS INDICATED

2. A list of the first 25 transactions (default value) is displayed. Select a View link in the far-left column to view details about that transaction.

FIGURE 5 – CURRENT TRANSACTION SUMMARY, WITH APPROVED RESULTS SHOWN

3. The *Transaction Details* page appears for that status. Select **Show Events** and/or **Show Audit History** to view more details about the transaction.

-   **Show Events**: The automated steps/processes a transaction has gone through. The most recent steps are displayed first and include the date/time the events took place in Central Time.

-   **Show Audit History**: Manual interaction with the transaction. Details are displayed with the latest steps first and includes the date/time processes took place in Central Time.

NOTE: Additional transaction details may be listed depending on the type of ACH transaction displayed.

Using the Report Builder Utility

The report builder utility can be used to create one-time queries and custom recurring daily, weekly, and monthly reports for bookkeeping, historical research, and problem solving.

There are two options when creating a customized report: **New Report** and **New Shared Report**. While both are customizable, the shared report is available to other users who have access to the system. Other users will be able to pull the shared report and use its settings to generate information. Only the user who created the shared report can delete it.

1. Log in to the application, and then select **Reports** from the left main menu.
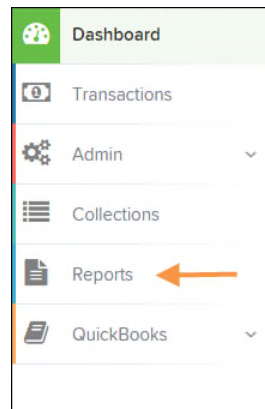
FIGURE 7 - REPORTS TAB

2. Click **New Report** or **New Shared Report**, if it will be available to others.
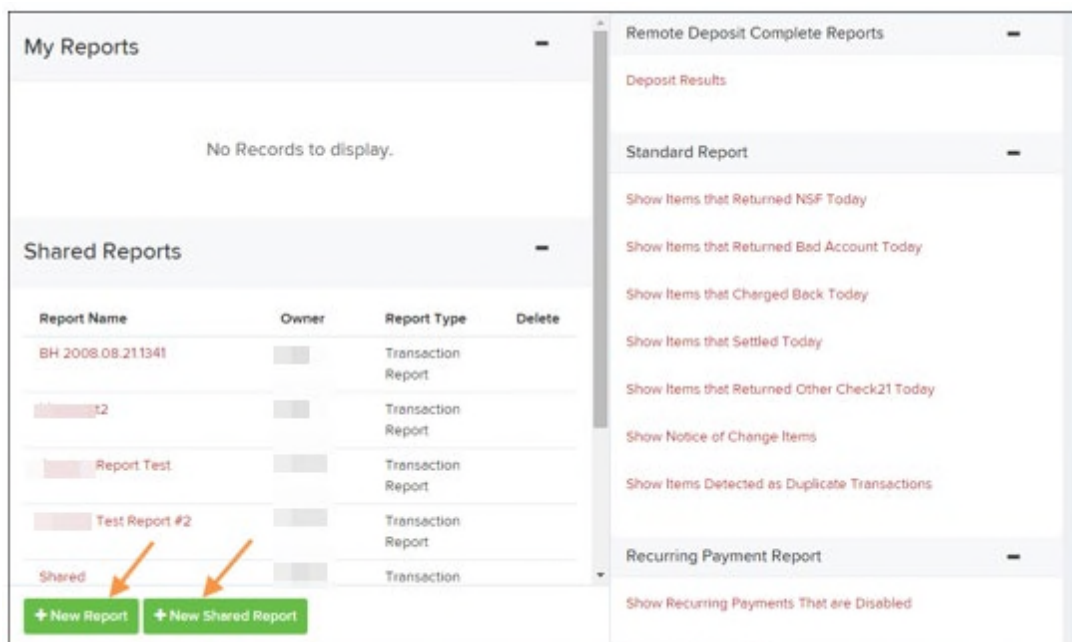
FIGURE 8 - REPORT BUILDER OPTIONS FOR NEW REPORTS

3. The *Reports* page appears. In the top bar, enter a **Title** for the report. Fill in the report criteria in each of the four sections: **Report Type, Date Range, Advanced**, and **Report Column** headers.

- **Report Type -** Designate if your report will be a *Transaction Report* based upon the current status of a transaction, or a *Historical Event Report* based upon past events a transaction has been through in the system.

- **Date Range** - In the **Date Type** field, select either **Transactions Created** or **Effective Dates** for the report, which will determine if the report displays transactions based upon the date they were created versus the date they took effect.

- Select a pre-specified date range using the **Export Date Range** option (ideal for recurring reports), or specify your own date range with the **Start Date** and **Start Time** and the **End Date** and **End Time** fields.

NOTE: If you are creating a *Historical Event Report,* a custom date range will be unavailable.

- *Advanced Filters* section – Specify the **Location** and **Status** of the transaction you wish to have in your report.

  - **Settlement Status**: Whether a transaction has been deposited. Designate a single status or multiple statuses by selecting the appropriate check box(es).

  - **Origin of Transaction**: Determines how the transaction was received and will be coded. You may designate a single origin for the report or multiple origins by selecting the check box next to each option.

  - **Originated As**: Specifies how the transaction will be processed. You may designate a single type or multiple types.

  - **Account Type**: Determines the type of transaction the report will display. You can select a specific account type or select **ALL**.

  - **Operation**: This option specifies what process a transaction has been through. You may designate one process or select **ALL**.

  - **Authority Response Code**: This option represents the types of return responses that can be received for a transaction. Select a specific response code or select **ALL**.

  - **Amount Range**: The **From** and **To** options allow you to look for transactions with a specific amount or between amount values in decimal format (XX.XX).

- *Report Column Headers* – This section allows you to organize how the report displays.

  - Select the **View** check box next to any fields to have them show on the report.

  - Under **Prioritize**, use the arrows to change the order in which information appears. For example, select the upward arrow to have a field listed before others, or the select the downward arrow to have other fields listed before it.

  - Use **Freeze** to lock fields when viewing a report. This will hold certain fields in view while you explore the rest of the report information.

FIGURE 11 - REPORT COLUMN HEADERS SECTION

4. At this time, you may choose to select the **Share to All Users** check box (as shown below) if you want to have this report available for other users to view. If you selected **New Shared Report** previously, this box will already be selected.

    Alternatively, you may wish to save the report for your own use at a later time by selecting **Save to My Reports**. This option will both save the report and generate a report to view.

FIGURE 12 – SAVE AND RUN REPORT OPTIONS

The report displays results.

- Use the filters to change the report and then select **Run Reports** again, or you can print/export the report, as needed.

- Column headers in the report are selectable by organization. Select a column header to organize the report based on that column's information, in either ascending order (designated by an upward arrow) or descending order (designated by a downward arrow).

- Select **View** to the left of an item to view more details about the transaction.

- To change the report template, adjust the report filters as desired, and then select **Save to My Reports**, which will save the filter options as a template for later use.

NOTE: Be sure to select the **Share to All Users** check box if you wish to save the report for others to use.

Deposit Results Report

The *Deposit Results* report is a date range report used to display a list of batches created. It can be used to monitor the status of current day batches and the items in them, or to look at previous days' batches and items. Batches displayed in the report can represent a single deposit or be a part of a multi-batch deposit.

1. Log in to the application, and then select **Reports**.

2. Select **Deposit Results**.
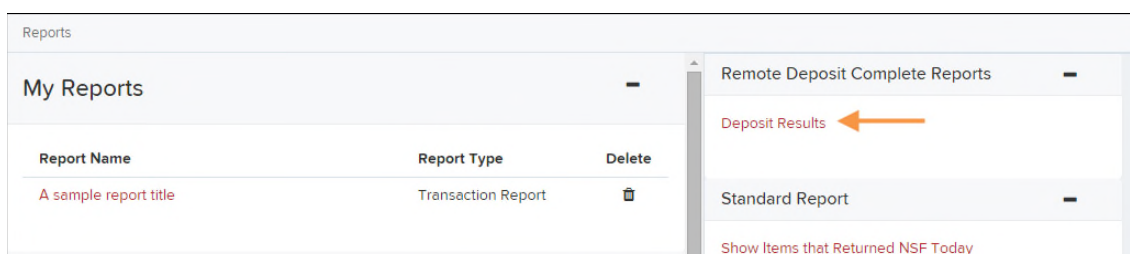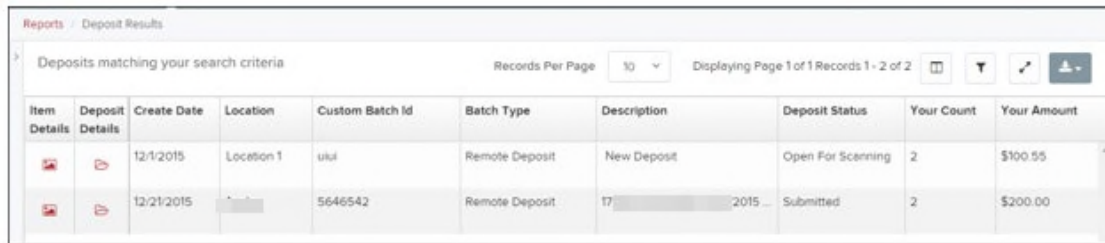
3. The *Deposit Results Search* page appears. Select a **Location ID** from where to pull the report information. Select a date range using either the **Quick Pick** option with a list of pre-set date ranges, or the custom option by entering a **Start Date** and **Start Time** options and the **End Date** and **End Time** options. You can search for report results older than two years (up to seven years), as long as you enter a date range in which the start and end dates are both older than two years.

4. Select **Get Deposits**. A list of the batches matching your criteria appears. You may need to scroll to the right to view all of the information for the report.

FIGURE 15 - DEPOSIT RESULTS REPORT

If you searched for a report older than two years, a message will appear directing you to the *Reports* page under the *Download Reports* section.

FIGURE 16 – REPORT REQUEST MESSAGE

FIGURE 17 – DOWNLOAD REPORTS, REPORTS PAGE

Continue to the next page to see a description and definition of each field available in the Deposits Results Report.

The following table describes all the fields, in alphabetical order, displayed in the *Deposit Results* report and their definitions.

Field	Definition
C21 Deposit Amount	Total amount of the Check 21/Image Replacement Document (IRD) items in the batch/deposit.
C21 Deposit Date	Deposit date of the Check 21/Image Replacement Document (IRD) items within the batch/deposit.
Create Date	Date the batch/deposit was created.
Custom Batch ID	Information that, with the feature enabled, will display a required field when creating a new deposit. This field will be a unique label for a batch/deposit and reflects on the *Deposit Results* report.
Deposit Details	Link to the list of steps the batch/deposit has taken and the user(s) who processed it.
Deposit Slip ID#	An option that, if enabled, will display a field on the *New Deposit* page with a value applied to the virtual deposit slip. This value is either predefined or optional and reflects on the *Deposit Results* report.
Deposit Status	Status of the entire batch/deposit at the time the report is generated.
Description	Deposit name which is made up of the date/time the batch was created along with a system-assigned batch ID.
Item Details	Link to a list of the individual checks that make up the batch/deposit and their respective statuses.
Location	Account (location) to be credited with the payment. This field appears on the *New Deposit* page and the *Deposit Results* report.
Received Amount	Amount of the deposit, after review.
Received Count	Number of items identified in the deposit, after review.
Total Deposit Amount	Total amount of the deposit.
Total Deposit Count	Total number of items in the deposits.
Your Amount	Amount of the deposit entered when creating the batch/deposit.
Your Count	Number of items you entered when creating the batch/deposit.

Notice that the report also displays the status of each transaction under the column *Deposit Status*. The following table describes all the statuses that a transaction can display.

Status	Definition
Deleted	This status indicates that the entire deposit has been deleted by someone in your organization prior to closing it, since a deposit may not be deleted once it has been closed. None of the items in the deposit will be sent to transaction processing.
Deposited	All items have been processed successfully, and the deposit is in balance with no discrepancies or errors. These items are now in the approved status, and an email notification has been sent to a designated user.
Deposited with Adjustment	One or more of the items within the deposit caused an adjustment to the total deposit amount. The transactions have been sent to processing with the adjusted amount, and an email notification has been sent to a designated user.
Open for Scanning	A deposit has been created, and items can be scanned into this deposit until it is closed by a user.
Partial Deposit	One or more of the items was removed from the deposit due to a duplicate or rejected item. The deposit has been sent to transaction processing with the deposit total minus the items that will not be processed. An email notification has been sent to a designated user.
Rejected	The entire deposit has been rejected. A deposit is rejected when the adjustment amount exceeds the limit assigned by the financial institution or when all items within the deposit are rejected because they are duplicates.
Submitted	The deposit has been closed, and the items are being reviewed for accuracy and errors. Once finished, the status of the items will change to one of the statuses defined previously.

5. Select ⬕ **Deposit Details** to view the events the batch has been through. The details will display on the *Deposit Details* page. Navigate back to return to the report results.
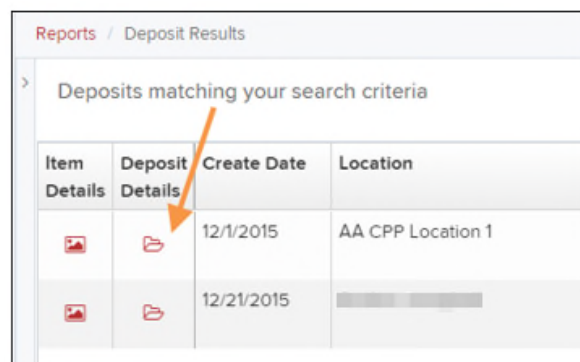
FIGURE 18 - DEPOSIT DETAILS ICON

FIGURE 19 – DEPOSIT DETAILS

6. From the *Deposit Results* page, select Item Details to view the individual transactions within the deposit. Results will appear on the *Item Details* page. Items that need to be rescanned or have been rejected will be in red.

FIGURE 20 - VIEW ITEM DETAILS OPTION FOR DEPOSIT RESULTS

FIGURE 21 - ITEM DETAILS PAGE

Continue to the next page to see a list of the different states that may occur for a transaction.

A transaction's status indicates where the transaction is in the deposit process. The following table describes all the potential statuses that an item can be in.

Status	Definition
Deposited	The item has been sent to transaction processing and will be processed with the batch/deposit at the designated cutoff time.
Duplicate	The item has been identified as a duplicate of an item that has already been processed within the last 75 days and, therefore, will be rejected from the batch/deposit.
Error	An internal error has occurred within the system. Contact your first line of support.
In Review	The item is waiting for MICR repair or amount key entry. Once those steps have been completed, the status will then change accordingly.
Needs Rescan	The image quality of the check is poor or is a partial image and will need to be rescanned.
Open	The item has been scanned with no problems in an open batch/deposit.
Rejected	The item has been rejected and will not be processed. An item can be rejected for the following reasons: • Invalid MICR • Invalid document • Invalid payment origin • Duplicate item • Batch/Deposit out of adjustment range • Item is above a user's Dual Authorization limit • Item is above a customer's Velocity limit

7. Select **View** under *Item Details* to view the *Batch Item Details* page, which has information about the item in relation to the batch.

FIGURE 22 - ITEM DETAILS ICON

FIGURE 23 - BATCH DETAILS

8. Select ⊟ **Check Image** to see specific item detail information (see figure below).

FIGURE 24 – CHECK IMAGE ICON

9. On the *Batch Item Details* page, select **Show Event History** to see the automated steps/processes the transactions has been through.

Credits and Debits to Your Merchant Settlement Account

The *Credits and Debits to Your Merchant Settlement Account* report is a date range report that identifies the deposits made on the indicated date(s). The report will also display the individual transaction amounts that make up a deposit and specific details of a transaction.

> NOTE: On the *Current Transaction Summary* report, debits are a debit to the check writer and a credit to the customer, while credits are a credit to the check writer and a debit to the customer. On the *Credits and Debits to the Merchants Settlement Account* report, debits are a debit to the customer account and a credit to the check writer while credits are a credit to the customer account and a debit to the check writer.

1. Log in and select **Reports** from the top of the page.

2. Under **Merchant Settlement Accounts Reports**, select **Credits and Debits to Your Merchant Settlement Account** (as shown below).
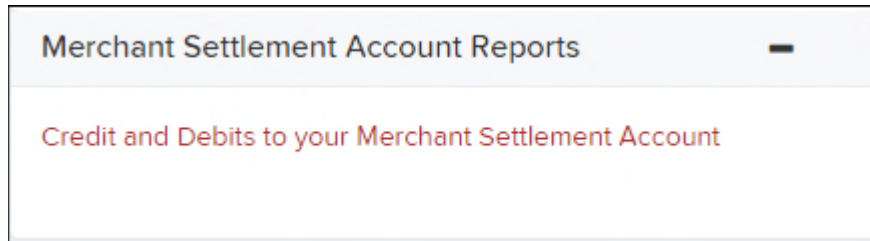
FIGURE 25 - CREDIT AND DEBITS TO YOUR MERCHANT SETTLEMENT ACCOUNT

3. The *Merchant Settlement Account Reports* search criteria appears. Select a **Location ID** to pull report information from. Select a date range using either the **Quick Pick** option with a list of pre-set date ranges, or the custom option by entering a **Start Date** and **Start Time** and the **End Date** and **End Time.**

FIGURE 26 - MERCHANT SETTLEMENT ACCOUNT SEARCH CRITERIA

4. Select **Get Batches**.

5. Select ![icon] **View** under the *Batch Details* column to view the *Batch Details* page.

6. From the *Batch Details* page, select ![icon] **View** under the *Transaction Details* column to see more information about that particular transaction in the batch.

19

FIGURE 27 - BATCH DETAILS PAGE

NOTE: Additional transaction details may be listed depending on the type of ACH transaction displayed.

---

7. Navigate back in your browser to return to the *Merchant Settlement Account Results*. From here, select 🅿️ Report to see a PDF report with the transaction(s) that make up the deposit total displayed below the report.

FIGURE 28 - RESULTS WITH REPORT OPTION

Standard Reports

Standard reports are pre-defined daily reports. They can provide you with information about notices of changes received, your daily ACH return items and charge backs, as well as items settled that day. To generate these reports, follow the steps below.

1. Log in and select the **Reports** tab from the left main menu.

2. Under the section *Standard Reports*, select the report you wish to run from the list displayed.
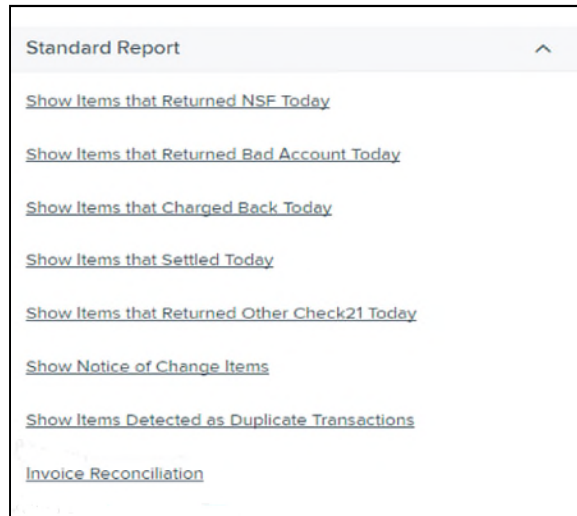
FIGURE 29 - STANDARD REPORTS LIST

3. Once you select a report, it will run automatically with preset criteria in the report filters.

   a. To make a temporary change to the report criteria:

      i. Adjust any filters, as needed.

      ii. Select **Run Report**.

   b. To make a permanent change (saving the report template):

      i. Adjust any filters, as needed.

      ii. Adjust the name of the report and then select **Save to My Reports.**

Invoice Reconciliation Report

This report helps customers reconcile billing invoices with their transactions. It's located under the Standard Reports section of the Reports page.

To access the Invoice Reconciliation Report:

1. From the Dashboard, choose the **Reports** tab.

1. Select the **Invoice Reconciliation** link under Standard Reports. The date criteria screen appears.
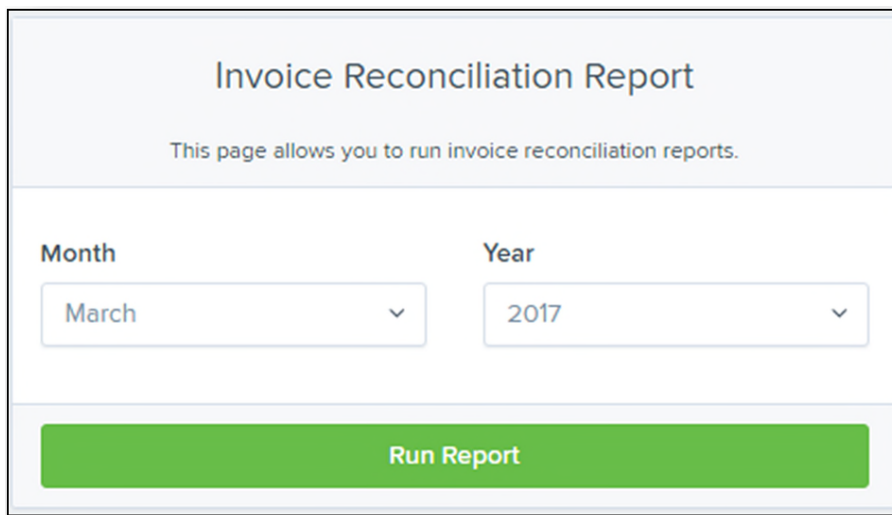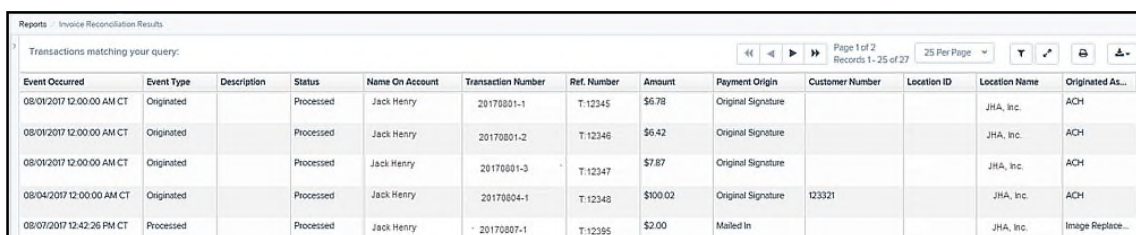
FIGURE 30 – INVOICE RECONCILIATION DATE CRITERIA

2. Select the month and year. The current or future month will not be available for selection. Only past months starting from March 2017 will be available for selection.

3. Click **Run Report**. An example of the report appears below.

FIGURE 31 – INVOICE RECONCILIATION REPORT

The report can be filtered, printed and exported. As shown in the following image, you may use filters in the **Event Type** drop-down menu to tie specific types of transactions to line items on invoices, such as Unauthorized or Returned NSF, for example.

Recurring Payment Reports

There are two recurring payment reports available: *Show Recurring Payments That Are Disabled* and *Recurring Payments Due.* Each report lists previous and/or current accounts set up on a recurring payment or credit plan.
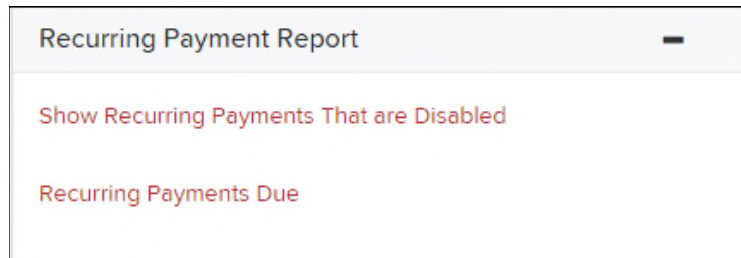
FIGURE 32 - RECURRING PAYMENT REPORTS

Recurring Payments That Are Disabled

The *Recurring Payments That Are Disabled* report lists those accounts that no longer have funds being debited from or credited to their accounts.

1. Log in and select **Reports.**
2. Under the heading *Recurring Payment Reports,* select **Show Recurring Payments That Are Disabled.**
3. The *Recurring Payments Reports* page appears. Select a **Location** from where to pull information for the report.
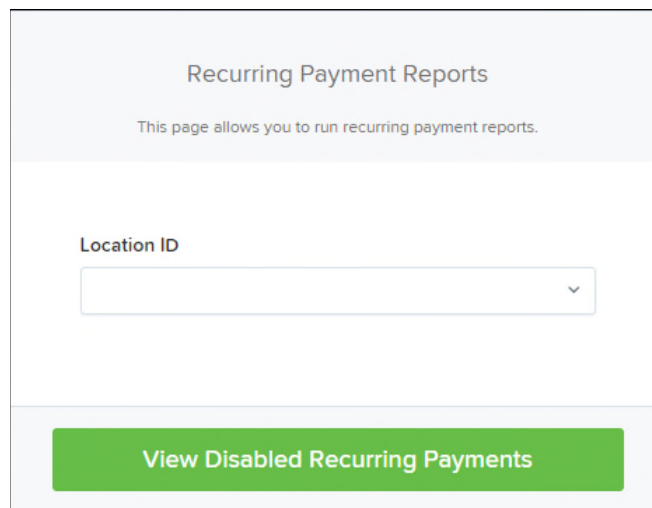
FIGURE 33 - SELECTING A LOCATION FOR RECURRING PAYMENTS THAT ARE DISABLED REPORT

4. Select **View Disabled Recurring Payments.** The recurring payments that are disabled appear.

   Select **View** to see the recurring payment details.

FIGURE 34 - RECURRING PAYMENTS THAT ARE DISABLED WITH VIEW OPTION

The *Recurring Payment Information* page appears, with the *Audit History*. Select the **Edit** option to make any changes to the information for this transaction. The **Edit** option is also available from the main results page.

FIGURE 35 - RECURRING PAYMENT INFORMATION PAGE

5. Select **Update** to save all changes.

Recurring Payments Due Report

The *Recurring Payments Due* report is a date range report that lists all accounts with active recurring payments set up. This report lists the descriptions and schedule of future payment dates.

1. Log in and select **Reports**.

2. Under *Recurring Payment Report*, select **Recurring Payments Due.**

3. The *Recurring Payment Reports* page appears. Select a location from which to pull information for this report. Select a date range using either the **Quick Pick** option with a list of pre-set date ranges, or the manual option in which you may specify the **Start Date** and **Start Time**, and the **End Date** and **End Time** options.

FIGURE 36 - LOCATION OPTION FOR RECURRING PAYMENTS REPORT

4. Select **Recurring Payments Due**. The system will generate a list of payments that have set up a recurring arrangement.

FIGURE 37 - RECURRING PAYMENTS REPORT RESULTS

a. Select ✏ **Edit** to edit this payment on the *Edit Recurring Sale* page.

b. Select 🖼 **View** to see more information about this payment on the *View Recurring Payment* page.

-End-

FIRST
FINANCIAL
BANK. NA
Member FDIC

Positive Pay
User Guide

Identify Fraudulent Checks

v6.0

March 2014

First Financial Bank, N.A.
Treasury Management Services
866.627.7214

Table of Contents

Positive Pay Overview

First Financial Bank's Positive Pay system contains the following functionality:

- Issued check management, including Payee Name Match (submit issued check files and manual input of issued checks)
- ACH Positive Pay based on your rules specifications
- Check file maintenance (ex: changing check number, voiding a check)
- Access to daily exceptions (check and ACH)
- Reverse positive pay and partial account reconciliation transaction extracts
- Online reporting

Positive Pay Web Address:

https://www.ffinonline.com/PositivePay01/Pages/Login.aspx

User Login

User Name / Password: User name and password and access privileges are assigned to each user.

Exception Processing – Quick Exception Processing

The Quick Exception Processing screen is an efficient method of managing exception item activity. Pay and return decisions can be made on all items on a single screen.

Top Detail

Account ID: Change this to display exceptions for a specific account (when managing more than one account with Positive Pay services).

Display Type: Change this to display exceptions based on type (Checks, ACH or Both).

Hide Exceptions Already Decisioned: Determines whether all exception items are displayed or only those in which a pay/return decision has not been made.

Cutoff Time: Automated Pay/Return decision must be made on all "unresolved items" by the cut off time. After the cut off time, users are automatically put in "READ ONLY" mode to prevent any changes to the automated decision. If changes are necessary after the Cutoff Time, contact the bank to alter the automated decision.

Exception Processing – Quick Exception Processing (Continued)

Bottom Detail

	Account ID	Paid Date	Check #	Amount	Payee	Exception Type	Pay	Return	Reason
1	BCE Op Acct	03/06/2013	Add ACH Rule	218.65		UNAUTHORIZED ACH TRANSACTION (CCD/987654321/DR) - Big City Ele Svc Fees Big City Electric	☐	☐	<Not Selected>
2	BCE Op Acct	03/06/2013		3,121.80		BLOCKED TRANSACTION (CCD/987654322/DR) - ABC MERCH PYMT DISTRICT SCHOOL BOARD	☐	☐	<Not Selected>
3	BCE Op Acct	03/06/2013	View Image 13556	10,000.00	Check Casher's Inc.	AMOUNT MISMATCH (Issued Amount = 100.00)	☐	☐	<Not Selected>
4	BCE Op Acct	03/06/2013	View Image 13560	586.49		PAID NOT ISSUED	☐	☐	<Not Selected>
5	BCE Op Acct	03/06/2013	View Image 13568	188.54		PAID NOT ISSUED	☐	☐	<Not Selected>
6	BCE Op Acct	03/06/2013	View Image 203712	35.00		PAID NOT ISSUED	☐	☐	<Not Selected>

Client/Account ID: The Client/Account ID is the nickname or description that identifies the account. This Client/Account ID is displayed in place of the account number on screens within the system and in emails generated by the system. *Note*: The label used for this field (typically "Client ID" or "Account ID") throughout the system.

Paid Date: The paid date for this check or ACH transaction.

Check #: The check number of this item.

> **Add ACH Rule:** Contact Treasury Management to add rules block or filter ACH activity.

> **View Image:** Clicking on the "View Image" link will display the check image for the selected item.

Amount: The amount of the item that has been presented for payment.

Payee: The payee name for this check. *Note:* Payee Name Match must be activated and included with the issued check file upload.

Exception Type: The reason that the item is on the exception list. The possible exception types are as follows:

> DUPLICATE PAID ITEM: The item was previously paid.
> PAID NOT ISSUED: The item was never loaded into the system as an issued check.
> STALE DATED ITEM PAID: The item is a stale dated check. A check is considered stale dated if the item was issued prior to the stale dated cutoff date, typically 180 days after the issued item date.
> PREVIOUSLY PAID ITEM POSTED: The item was previously paid.
> VOIDED ITEM: The item was previously voided.
> ACH TRANSACTION: The item is an ACH transaction that was flagged as an exception by the ACH Filter rules defined for the account. *Note:* For ACH exceptions, the ACH Standard Entry Class Code, Originating Company ID and Debit or Credit (DR/CR) are displayed in the exception description.

Decision: Check the box to indicate if the item should be paid or returned.

Reason: The reason for the pay/return decision. If no reason has been selected, the field is displayed as <Not Selected>.

Transaction Processing – Issued Check File Submission

The Submit Issued Check File screen is used to upload issued check files to the financial institution.

To view additional details regarding the file, click on the status column. For example, to view the exceptions on a file that has a result of Processed with Exceptions, click on the 'Processed with Exceptions' link.

Client/Account ID: The Client/Account ID associated with the issued checks contained within the file. This Client/Account ID is displayed in place of the account number on screens within the system and in emails generated by the system.

> *Note:* If an issued check file contains items for multiple accounts, select another Client ID from the drop down box.

Transaction Processing – Issued Check File Submission (Continued)

File Processing Type: Indicates the format/template of the issued check file.

Items in File: The number of checks in the file. If the number entered does not match the actual number of items in the file, the file will be rejected. *Note:* If the field is disabled, the number of items in the file is not required or is included in the file.

Dollar Amount in File: The total dollar amount of checks in the file. *Note:* If the field is disabled, the dollar amount in the file is not required or is included in the file.

Once a file is uploaded and processed, a window will be displayed indicating the processing status. If the file has not processed within 30 seconds a message is displayed stating an email will be sent indicating the file processing status. The file processing status can also be checked within the Issued Check File Processing Log screen. The following is a list of the possible processing statuses:

Unprocessed: The file has been uploaded, but has not yet been processed.
Processed: The file was processed successfully.
Processed with Exceptions: The file was processed successfully, but duplicate checks were not loaded.
Rejected: The file was rejected due to one of the following reasons:
- A mismatch between the number of items/amount entered on the screen and the number of items/amount contained in the file (if required)
- The file format did not match the format selected(the wrong template was selected)

Transaction Processing – Add New Issued Check

The Add New Issued Check screen is used when a check is manually written or not included in the electronic issued check file. Any checks entered on this screen in one setting will be displayed below.

Client/Account ID: The Client/Account ID is the nickname or description that identifies the account. This Client/Account ID is displayed in place of the account number on screens within the system and in emails generated by the system.

Check #: The check number of this item.

Amount: The amount of the check.

Issued Date: The issued date for this check.

Payee: The payee name for this check. *Note:* Payee Name Match must be activated and included with the issued check file upload.

Auto-Increment Check Number: Checking this box will increment the check number by one after each check submission.

Transaction Processing – Review Checks

The Review Issued Checks screen displays all issued checks for the selected Client/Account ID. This includes outstanding issued items, paid items, and exceptions.

The Client/Account ID determines the account displayed. Changing this selection will refresh the screen.

Review Checks

Account ID: BCE Op Acct   (Count: 5,656) (Amount: $12,277,038.94)

Show Key

	Status	Account ID	Issued Date	Paid Date	Check #	Amount	Payee	Details
1	🔴	BCE Op Acct	03/06/2013	03/06/2013	13556	10,000.00	Check Casher's Inc.	Display
2	🔴	BCE Op Acct	03/06/2013	03/06/2013	13553	960.85		Display
3	✔	BCE Op Acct	03/06/2013	03/06/2013	13553	960.85		Display
4	🔴	BCE Op Acct	03/06/2013	03/06/2013	13560	586.49		Display
5	🔴	BCE Op Acct	03/06/2013	03/06/2013	13555	439.69		Display
6		BCE Op Acct	03/06/2013	03/06/2013	13556	370.69		Display
7	🔴	BCE Op Acct	03/06/2013	03/06/2013	13549	354.37	Joe Franklin	Display
8	🔴	BCE Op Acct	03/06/2013	03/06/2013	13568	188.54		Display
9		BCE Op Acct	03/05/2013		987	987.98	Steve Hansen	Display
10		BCE Op Acct	03/05/2013		988	857.58	Steve	Display
11		BCE Op Acct	03/05/2013	03/06/2013	13549	539.65	Joe Franklin	Display
12	✔	BCE Op Acct	03/05/2013	03/06/2013	13556	100.00	Check Casher's Inc.	Display
13		BCE Op Acct	03/04/2013		135550	439.69	James Johnson III	Display
14	Ⓥ	BCE Op Acct	03/01/2013		20008	300.00	Jello Inc	Display
15	Ⓥ	BCE Op Acct	03/01/2013		20007	200.00	Centrix Bank	Display
16		BCE Op Acct	02/26/2013		135680	188.54	Mike Holyfield	Display
17		BCE Op Acct	02/25/2013		135600	586.49	Mandalay Bay	Display
18		BCE Op Acct	02/23/2013		135490	354.37	Andrew Paulsen	Display
19		BCE Op Acct	02/22/2013		135530	960.85	Brian Johnson	Display
20	🔴	BCE Op Acct	11/03/2011	03/06/2013	555555	555.00		Display

« First   « Previous   Page 1 / 283   Next »   Last »

If a large number of items are present, multiple pages will exist.

The following columns appear on the Review Issued Checks screen:

Status: Icons representing the status of the transaction. By clicking on the *Show Key* link in the top-right portion of the screen, a legend displaying the description of each status icon is displayed. The possible statuses represented by an icon are as follows:

🔴 Exception
✔ Paid
✖ Stop Payment
Ⓡ Reversal
Ⓥ Void

Exception: Displayed on items that are flagged as exceptions by the system.
Paid: Displayed on items that have been previously paid.
Stop Payment: Displayed for checks that have been stopped with a stop payment.
Reversal: Displayed on items that have been paid and reversed.
Void: Displayed on items that have been voided.
Blank: No icon indicates that the item is an outstanding check.

Transaction Processing – Review Checks (Continued)

Client/Account ID: The Client/Account ID is the nickname for the account. This Client/Account ID is displayed in place of the account number on screens within the system and in emails generated by the system.

Issued Date: The issued date for this check. On *Paid Not Issued* exceptions, the paid date is defaulted into the issued date field.

Paid Date: The paid date for this check.

Check #: The check number of this item.

Amount: The amount of the check that has been presented for payment.

Payee: The payee name for this check. ***Note:*** Payee Name Match must be activated and included with the issued check file upload.

Transaction Processing – Review Checks (Display Details)

When the *Display* link is clicked, detailed transaction information is displayed. *Note:* The status of the item, the user's security rights, and security parameters control the fields available for editing.

4		BCE Op Acct	01/07/2014			2846	1,717.04	Kimberly Thomas	Hide

Account ID:	BCE Op Acct	Check Number:	2846	Amount:	1,717.04
Payee:	Kimberly Thomas	Issued Date:	01/07/2014	Decision:	<Not Selected>
Date Reconciled:		Paid Date:		Return Reason:	<Not Selected>
Trace Number:	0			Void Date:	
Additional Notes:					

Update   Delete

Submission Types: E-File   Reversal: NO

Client/Account ID: The Client/Account ID is the nickname or description that identifies this account to the customer. This Client/Account ID is displayed in place of the account number on screens within the system and in emails generated by the system.

Check Number: The check number of this item.

Amount: The amount of the check that has been presented for payment.

Payee: The payee name for this check. *Note:* Payee Name Match must be activated.

Issued Date: The issued date of the item. On *Paid Not Issued* exceptions, the paid date is defaulted into the issued date field.

Decision: The decision that has been applied to this exception. If no decision has been applied, the field is displayed as <Not Selected>.

Date Reconciled: The date the system was reconciled within the system in the Check Reconciliation Summary screen. This field is not editable.

Paid Date: The date the item posted/paid.

Return Reason: The reason for the pay/return decision. If no reason has been applied, the field is displayed as <Not Selected>.

Trace Number: A unique transaction ID number that is generated by the core processing system.

Date Stop Request: If a stop payment request was placed on the item, the date the stop was requested is displayed.

Void Date: If the item has been voided, the void checkbox is checked; otherwise, the checkbox is blank.

Notes: Freeform text field that allows users to add notes to this item.

Submission Type: Indicates how the item was originally loaded into the system. The following values may be displayed:

E-file: Indicates that the item was electronically loaded from an issued file.
Manual: Indicates that the item was not electronically loaded from an issued file. The item was either manually input through the Add New Issued Check screen or the item was added by the system during the nightly update.

Stop Pay Status: Stop Payments are initiated in Business Online Bank.

> None: Indicates the client has not requested that the item be stopped.
> Requested: Stop Payments are initiated through Business Online Banking.
> Applied: Indicates the bank has applied the stop payment request.
> Item Stopped: Indicates the client has requested that the item be stopped and the item was already presented for payment and stopped by the bank.

Reversal: Indicates if the item was reversed.

Transaction Processing – Void a Check

The Void Check screen is used to void an issued check.

Client/Account ID: The Client/Account ID is the nickname or description that identifies this account. This Client/Account ID is displayed in place of the account number on screens within the system and in emails generated by the system.

Check Number: The number of the issued check.

Check Amount: The amount the check was written for.

Issued Date: The date the check was issued.

Note: All three fields are required to void a check.

11

Transaction Processing – Check Search

The Check Search screen is used to search for specific transactions using dynamic selection criteria.

Selection Screen:

Client/Account ID: Optionally select a specific account. If no accounts are selected the system will search through all available accounts available to the user.

Issued Date: The Issued Date is used to search for transactions based upon the issued date of checks. A date range may be entered using the Start and End date fields. If searching for a specific date, enter the date in both the start and end date fields.

Paid Date: The Paid Date is used to search for transactions based upon the date the item was posted. A date range may be entered in the Start and End date fields. If searching for a specific date, enter the date in both the start and end date fields.

Check Number: The Check Number is used to search for transactions based upon check numbers. A range of check numbers may be selected by entering both a Start and End check number. If searching for a single check, enter the check number in the start field (the end field may be left blank).

Check Amount: The Check Amount is used to search for transactions based upon a specific dollar amount or dollar range. If searching for an exact amount, enter the amount in the start field (the end field may be left blank).

Issued Payee: The Issued Payee box is used to search by issued payee.

Transaction Processing – Check Search (Continued)

Transaction Status: To search for checks based upon the status of the check, select a status from the list. The following statuses are available:

> Issued and Not Paid: Lists outstanding issued checks.
> Issued and Paid: Lists paid checks.
> Current Exceptions: Lists today's exceptions.
> All Exceptions: Lists exceptions from today and from previous days.
> Void: Lists voided checks.

Stop Pay Status: To search for checks in which a stop pay request has been issued, select a stop pay status from the list. The following stop pay statuses are available:

> Requested Stop Pay: The stop payment has not been applied by the bank.
> Requested and Placed: The bank has applied the stop payment.
> Item Stopped and Returned: The item was presented for payment and stopped by the bank.

Decision: To search for exceptions based upon the pay/return decision, select a decision from the list.
Reason: To search for exceptions based upon the reason that was selected, select a reason from the list.

Click *Display* to view detailed information about a check.

Results Screen:

	Status	Account ID	Issued Date	Paid Date	Check #	Amount	Payee	Details
						Check Search		
						(Count: 5,885) (Amount: $12,____43)		Show Key
1	✔	BCE Op Acct	10/01/2011	04/24/2013	445566	100.00		Display
2	✔	BCE Op Acct 2	06/17/2011	03/10/2013	3416	1,891.26		Display
3	✔	BCE Op Acct	06/17/2011	03/10/2013	3416	1,891.26		Display
4	⊗	BCE Op Acct	06/21/2011	03/0				
5	⊗	BCE Op Acct	11/03/2011	03/0				

- All transactions matching the search criteria will be displayed.

- If a large number of items meet the search criteria, multiple pages will exist.

The following columns appear on the Check Search screen:

Status: Icons representing the status of the transaction. By clicking on the *Show Key* link in the top-right portion of the screen, a legend displaying the description of each status icon is displayed. The possible statuses represented by an icon are as follows:

> ⊗ Exception
> ✔ Paid
> ✖ Stop Payment
> ® Reversal
> Ⓥ Void
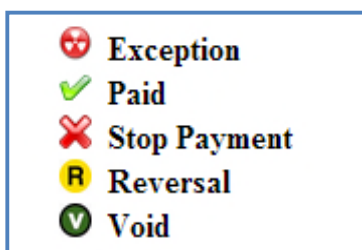
Exception: Displayed on items that are flagged as exceptions by the system.
Paid: Displayed on items that have been previously paid.
Stop Payment: Displayed for checks that have been stopped with a stop payment.
Reversal: Displayed on items that have been paid and reversed.
Void: Displayed on items that have been voided.
Blank: No icon indicates that the item is an outstanding check.

Client/Account ID: The Client/Account ID is the nickname or description that identifies this account. This Client/Account ID is displayed in place of the account number on screens within the system and in emails generated by the system.

Transaction Processing – Check Search (Continued)

Issued Date: The issued date for this check. On *Paid Not Issued* exceptions, the paid date is defaulted into the issued date field.

Paid Date: The paid date for this check.

Check #: The check number of this item.

Amount: The amount of the check that has been presented for payment.

Payee: The payee name for this check. *Note:* Payee Name Match must be activated and included with the issued check file upload.

Transaction Processing – Paid Check Search

The Paid Check Search screen is used to search for specific transactions using dynamic selection criteria.

Selection Screen:

Client/Account ID: Optionally select a specific account. If no accounts are selected the system will search through all available accounts.

Paid Date: The Paid Date checkbox is used to search for transactions based upon the date the item was posted. A date range may be entered in the Start and End date fields. If searching for a specific date, enter the date in the start date field.

Check #: The Check # checkbox is used to search for transactions based upon check numbers. A range of check numbers may be selected by entering both a Start and End check number. If searching for a single check, enter the check number in the start field.

Check Amount: The Check Amount checkbox is used to search for transactions based upon a specific dollar amount or dollar range. If searching for an exact amount, enter the amount in the start field.

Transaction Processing – Paid Check Search (Continued)

Results Screen:

	Status	Account ID	Issued Date	Paid Date	Check #		Amount	Payee
1	✔	BCE Op Acct	05/16/2013	05/16/2013	View Image	101	100.00	
2	✔	BCE Op Acct	07/06/2012	05/08/2013	View Image	71938	1,974.61	Lnd Engnm, In.
3	✔	BCE Op Acct	09/19/2012	05/02/2013	View Image	1	100.00	John Wayne
4	✔	BCE Op Acct	09/19/2012	05/01/2013	View Image	2	200.00	John Wayne

Client/Account ID: The Client/Account ID is the nickname or description that identifies this account. This Client/Account ID is displayed in place of the account number on screens within the system and in emails generated by the system.

Issued Date: The issued date for this check. On *Paid Not Issued* exceptions, the paid date is defaulted into the issued date field.

Paid Date: The paid date for this check.

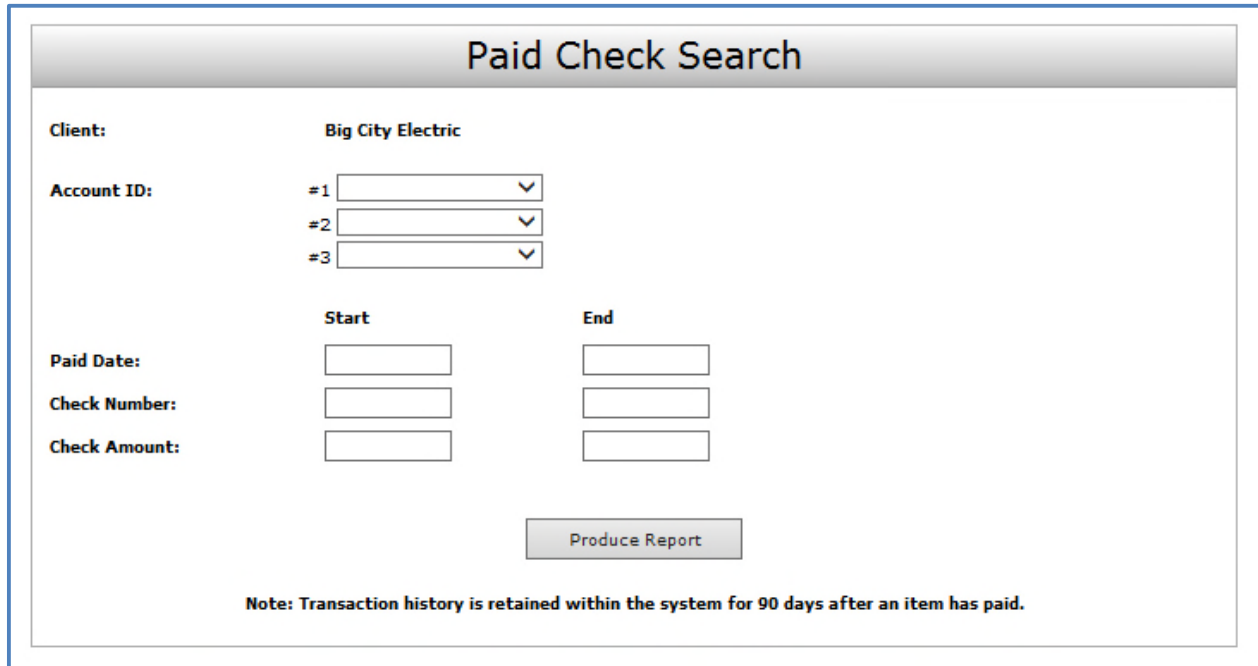**Check #**: The check number of this item.

Amount: The amount of the check that has been presented for payment.

Payee: The payee name for this check. *Note:* Payee Name Match must be activated and included with the issued check file upload.

Transaction Processing – Reverse Positive Pay/Transaction Extract

The Reverse Positive Pay/Transaction Extract screen enables users to create an electronic file of paid checks. Once complete, the file and report are automatically displayed at the bottom of the screen. To save an extract file to a local workstation or network drive, click on the *File / Save* menu option while viewing the file. Or, right click on the View File link and select *Save Target As*.

Note: An item may only be extracted once.

Client/Account ID: The Client/Account ID is the nickname or description that identifies this account to the customer. This Client/Account ID is displayed in place of the account number on screens within the system and in emails generated by the system.

Extract from date: The extract from date is an optional field. By default the system will extract all items that have not been previously extracted.

Extract Thru Date: The date through which posted items are included in the extract file.

Transaction Processing – Reverse Positive Pay/Transaction Extract Report (Continued)

```
INST  : 000                    CENTRIX BANK
                                                      RUN DATE: 05/23/13

SYSTEM: 05/23/13 10:45 AM    TRANSACTION EXTRACT REPORT      PROCESSED THRU: 05/23/13

CLIENT: Big City Electric      ACCOUNT ID: BCE Op Acct                      FILE
                                            NAME: BCEOpAcct_20130523_104250.xls
```

	CHECK #	PAID DATE	AMOUNT	DR/CR	REFERENCE
1	0	06/21/2011	1,353.78	DR	43001050
2	2389	06/24/2011	16.65	DR	41005949
3	2921	07/07/2011	189.88	DR	41000163
4	2927	06/22/2011	1,938.35	DR	3000802
5	3092	07/05/2011	296.12	DR	41000414
6	3117	06/22/2011	1,880.59	DR	3000801
7	3251	06/21/2011	345.39	DR	41015330
8	3253	06/29/2011	119.50	DR	41002533
9	3280	07/02/2011	309.47	DR	42004524
10	3292	06/24/2011	225.11	DR	41013836
11	3296	06/25/2011	208.65	DR	3000636
12	3300	06/21/2011	272.57	DR	41008848
13	3306	07/06/2011	2,284.35	DR	44010656

Transaction Processing – Transaction Extract Multiple Accounts

The Transaction Extract Multiple Accounts screen enables users to create an electronic file of paid checks to upload to another system. Once complete, the file and report are automatically displayed at the bottom of the screen. To save an extract file to a local workstation or network drive, click on the *File / Save* menu.

Client/Account ID: The Client/Account ID is the nickname or description that identifies this account to the customer. This Client/Account ID is displayed in place of the account number on screens within the system and in emails generated by the system.

Extract from date: The date from which posted items are included in the extract file.

Extract Thru Date: The date through which posted items are included in the extract file.

19

Transaction Processing – ACH Reporting Files

The ACH Reporting Files screen provides downloadable files containing ACH transactions, returns, notice of change (NOC) and EDI detail from corporate ACH payments. To save an ACH Reporting file to a local workstation or network drive, click on the *File / Save* menu option while viewing the file, or right click on the *download* link and select *Save Target As*.

	Report Description	File Type	Report	Date Created	File Size
			ACH Reporting Files (2)		
1	Demo EDI Report	PDF - Full Transaction Details	Download	12/07/2011 12:45:52 PM	69.95 kb
2	Returns	PDF - Full Transaction Details	Download	12/08/2011 02:43:21 PM	68.96 kb

01/01/2000 - 05/28/2013   Refresh

From / Thru Date: The date range for which ACH reporting files displayed.

Report Description: The description of ACH reporting file.

File Type: The format of the file. Types include: XML, PDF, NACHA, CSV or XLS.

Date Created: The date the report was created.

File Size: The size of the file (in kb).

Stop Payments – Review Stop Payment Items

The Review Stop Payment Items screen is used to view all checks that are currently marked as stop pay items.

Click *Display* to review details of the issued check for which the stop payment has been applied.

Review Stop Payment Items (Display Details)

The ability to change item details is controlled by security.

Client/Account ID: The Client/Account ID is the nickname or description that identifies this account. This Client/Account ID is displayed in place of the account number on screens within the system and in emails generated by the system.

Check Number: The check number of this item.

Amount: The amount of the check that has been presented for payment.

Payee: The payee name for this check.

Issued Date: The date this item was issued. On *Paid Not Issued* exceptions, the paid date is defaulted into the issued date field.

Decision: The decision that has been applied to this exception. If no decision has been applied, the field is displayed as <Not Selected>.

Date Reconciled: The date the system was reconciled within the system in the Check Reconciliation Summary screen. This field is not editable.

Paid Date: The date the item was posted/paid.

Stop Payments – Review Stop Payment Items (Continued)

Return Reason: The reason for the pay/return decision. If no reason has been applied, the field is displayed as <Not Selected>.

Trace Number: A unique transaction ID number that is generated by the core processing system.

Date Stop Request: The date that the stop was requested is displayed.

Void Date: If the item has been voided, the void checkbox is checked; otherwise, the checkbox is blank.

Notes: Freeform text field to add notes to this item.

Submission Type: Indicates how the item was originally loaded into the system. The following values may be displayed:

    <u>E-file</u>: Indicates that the item was electronically loaded from an issued file.
    <u>Manual</u>: Indicates that the item was not electronically loaded from an issued file. The item was either manually input through the Add New Issued Check screen or the item was added by the system during the nightly update.

Stop Pay Status: To search for checks in which a stop pay request has been issued, select a stop pay status from the list. The following stop pay statuses are available:

    <u>Requested Stop Pay</u>: The stop payment has not been applied by the bank.
    <u>Requested and Placed</u>: The bank has applied the stop payment.
    <u>Item Stopped and Returned</u>: The item was presented for payment and stopped by the bank.

Reversal: Indicates if the item was reversed.

Transaction Reports – All Checks

The All Checks Report filter screen generates an on-line report using dynamic selection criteria. Select items by Issued Date, Paid Date, Input Date, Exception Date or Issued Payee. Optionally select items that meet a specific pay/return decision or return reason.

Selection Screen:

The callout reads: Optionally chose specific accounts to be included in the report. By default, all assigned accounts are included in the report.

Results Screen:

The report can be printed or exported to Excel by clicking on the buttons.

Click on "*Go Back*" to return to the report selection screen.

	Account ID	Check Number	Check Amount	Payee	Issued Date	Paid Date	Input Date	Status
1	BCE Op Acct	983613	$296.12	Anderson Ford	06/17/2011	04/08/2012	06/17/2011	Paid
2	BCE Op Acct	983614	$2,638.80	General Discount	06/17/2011	04/08/2012	06/17/2011	Paid
3	BCE Op Acct	983615	$486.20	Grocery Store	10/13/2010	04/08/2012	10/13/2010	Paid
4	BCE Op Acct	983616	$70.00	Television Mart	10/13/2010	04/08/2012	10/13/2010	Paid
5	BCE Op Acct	983617	$395.00	BioMat	10/13/2010	04/08/2012	10/13/2010	Paid
6	BCE Op Acct	983618	$4.06	Print Graphics	10/13/2010	04/08/2012	10/13/2010	Paid
7	BCE Op Acct	983619	$1.27	Custom Auto	10/13/2010	04/08/2012	10/13/2010	Paid
			$3,891.45					

Selection Criteria:

Client: Big City Electric
Account ID: BCE Op Acct
Paid Date: 04/08/2012 - 04/08/2012

Client/Account ID: The Client/Account ID is the nickname or description that identifies this account. This Client/Account ID is displayed in place of the account number on screens within the system and in emails generated by the system.

Transaction Reports – All Checks (Continued)

Check Number: The check number of this item.

Check Amount: The amount of the check that has been presented for payment.

Payee: The name of the issued payee for this check.

Issued Date: This is the date the check was issued.

Paid Date: The paid date for this check.

Input Date: The date the issued item was entered into the system. Note: The date is followed by (M) if the check was not loaded via an issued file upload, which means it was entered into the system in some other manner. Examples would be a check being manually input by a user, or a paid not issued exception item that is paid.

Status: The current status of the check.

    Stop Payment: Displayed for checks that have been stopped with a stop payment.
    Exception: Displayed on items that are flagged as exceptions by the system.
    Paid: Displayed on items that have been previously paid.
    Void: Displayed on items that have been voided.
    Void (A): Indicates that the item was automatically voided.
    Issued: Indicates that the item is an outstanding check.

Transaction Reports – Outstanding Issued Checks

The Outstanding Issued Checks report filter screen allows the user to create an outstanding issued checks report using dynamic selection criteria. Select items by Issued Date, Input Date, Outstanding as of Date, or Issued Payee.

Selection Screen:

Optionally chose specific accounts to be included in the report. By default, all assigned accounts are included in the report.

The report can be printed or exported to Excel by clicking on the buttons.

Click on "*Go Back*" to return to the report selection screen.

Results Screen:

Client/Account ID: The Client/Account ID is the nickname or description that identifies this account. This Client/Account ID is displayed in place of the account number on screens within the system and in emails generated by the system.

Check Number: The check number of this item.

Check Amount: The amount of the check that has been presented for payment.

Payee: This is the name of the payee for this check.

Issued Date: This is the date the check was issued.

Input Date: The date the issued item was entered into the system. Note: The date is followed by (M) if the check was not loaded with an issued file upload, which means it was entered into the system in some other manner. Examples would be a check added manually or a paid not issued exception item that paid.

Transaction Reports – Daily Issued Checks Summary

The Daily Issued Checks Summary report is an easy way to see how many checks were issued on any given day and their totals. Use the dynamic selection options to fine tune the report for specific needs. This includes both manually loaded checks and checks uploaded through an issued check file.

Selection Screen:

Results Screen:

Issued Date: The date the checks were issued.

Client/Account ID: The Client/Account ID is the nickname or description that identifies this account to the customer. This Client/Account ID is displayed in place of the account number on screens within the system and in emails generated by the system. *Note*: The label used for this field (typically "Client ID" or "Account ID") throughout the system is defined by the financial institution.

Check Count: The number of checks issued.

Check Amount: The total amount of the checks issued on the specified date.

Transaction Reports – Paid Checks

The Paid Checks report filter screen allows the user to create a report of paid checks using dynamic selection criteria. Select items by Issued Date, Paid Date, Input Date or Issued Payee.

Selection Screen:

Results Screen:

Client/Account ID: The Client/Account ID is the nickname or description that identifies this account to the customer. This Client/Account ID is displayed in place of the account number on screens within the system and in emails generated by the system. *Note*: The label used for this field (typically "Client ID" or "Account ID") throughout the system is defined by the financial institution.

Check Number: The check number of this item.

Check Amount: The amount of the check that has been presented for payment.

Payee: The name of the issued payee for this check.

Transaction Reports – Paid Checks (Continued)

Issued Date: This is the date the check was issued.

Paid Date: The paid date for this check.

Input Date: The date the issued item was entered into the system. Note: The date is followed by (M) if the check was not loaded via an issued file upload, which means it was entered into the system in some other manner. Examples would be a check being manually input by a user, or a paid not issued exception item that is paid

Transaction Reports – ACH Transactions

The ACH Transactions report filter screen allows the user to create a report of ACH transactions for a specific date range. If no date range is defined, all ACH transactions currently stored within the system are displayed. Report may be filtered by Paid Date, SEC Code or Company ID.

Selection Screen:

Results Screen:

Client/Account ID: The Client/Account ID is the nickname or description that identifies this account to the customer. This Client/Account ID is displayed in place of the account number on screens within the system and in emails generated by the system. *Note*: The label used for this field (typically "Client ID" or "Account ID") throughout the system is defined by the financial institution.
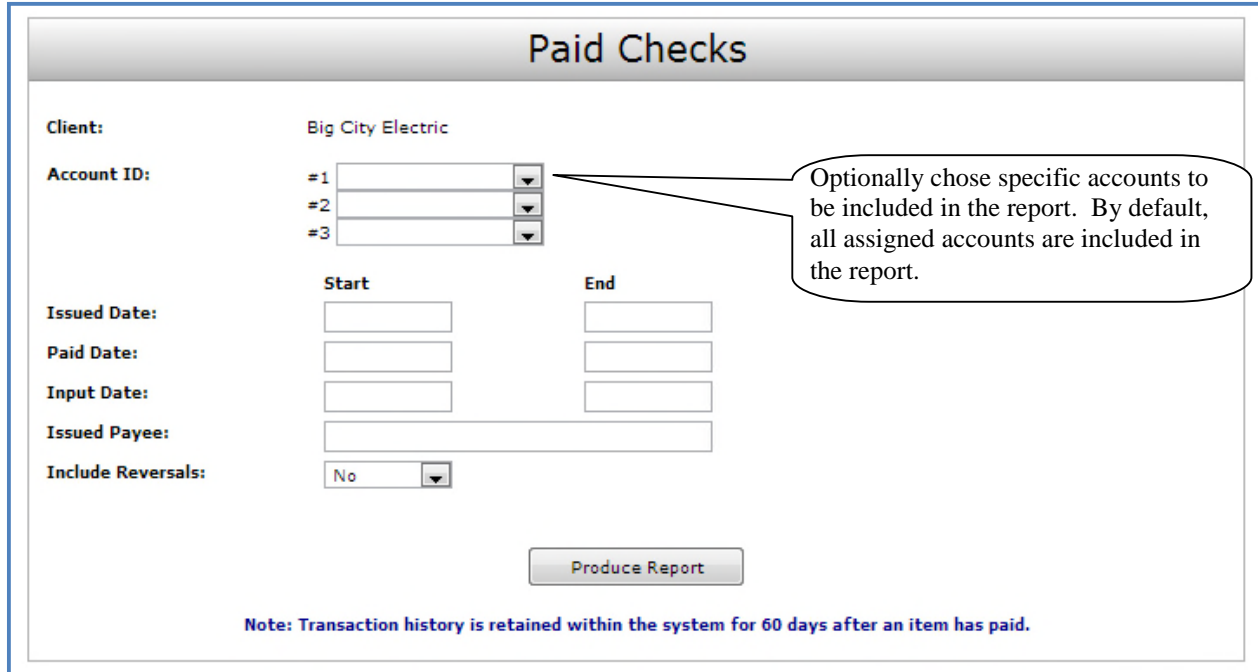
ACH Company ID: The originating ACH company's identification number.

ACH SEC: The ACH standard entry class.

DR/CR: Indicates if the transaction is a debit or credit.

Transaction Reports – ACH Transactions (Continued)

Transaction Amount: The amount of the ACH transaction that has been presented for payment.
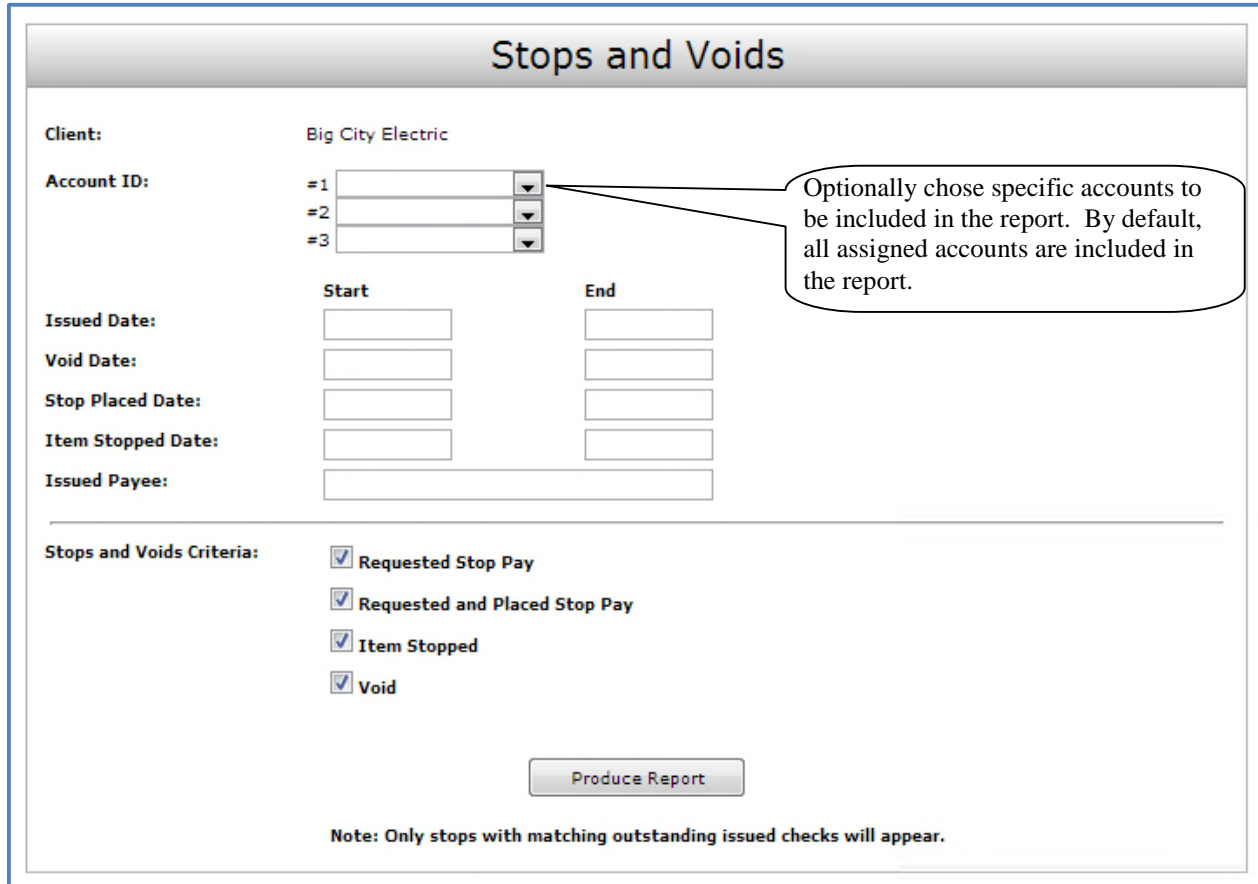
Description: The description of the ACH transaction.

Paid Date: The paid date for this transaction.

30

Transaction Reports – Stops and Voids

The Stops and Voids report filter screen allows the user to create a report of checks that have been stopped or voided. Select items by Issued Date, Void Date, Stop Placed Date, Item Stopped Date or Issued Payee.

Selection Screen:

Stops and Voids

Client: Big City Electric

Account ID: #1 [▼]   Optionally chose specific accounts to
                #2 [▼]   be included in the report. By default,
                #3 [▼]   all assigned accounts are included in
                                       the report.

	Start	End
Issued Date:		
Void Date:		
Stop Placed Date:		
Item Stopped Date:		
Issued Payee:		

Stops and Voids Criteria:
☑ Requested Stop Pay
☑ Requested and Placed Stop Pay
☑ Item Stopped
☑ Void

[Produce Report]

Note: Only stops with matching outstanding issued checks will appear.

Issued Date: The Issued Date checkbox is used to search for transactions based upon the issued date of checks. A date range may be selected by entering both a Start and End date. If searching only for a single date, enter the date in both the start date field.

Void Date: The Void Date checkbox is used to search for transactions based upon the date the item was voided. A date range may be selected by entering both a Start and End date. If searching only for a single date, enter the date in both the start date field.

Stop Placed Date: The Stop Placed Date checkbox is used to search for transactions based upon the date a stop payment was applied to this item by the bank. A date range may be selected by entering both a Start and End date. If searching only for a single date, enter the date in both the start date field.

Transaction Reports – Stops and Voids Listing Selection (Continued)

Item Stopped Date: The Item Stopped Date checkbox is used to search for transactions based upon the date the item was stopped. The item stopped date is only set on checks that are presented for payment after being set up with a stop payment. A date range may be selected by entering both a Start and End date. If searching only for a single date, enter the date in both the start date field.

> **Requested Stop Pay**: The requested stop pay checkbox is used to indicate if items that have been requested as stop payment through the Exact/TMS™ system should be listed.
> **Requested and Placed**: The Requested and Placed checkbox is used to indicate if items with a stop payment that has been paid applied by the bank should be listed.
> **Item Stopped**: The item stopped checkbox is used to indicate if items that have been stopped because of a stop payment should be listed.
> **Void**: The void checkbox is used to indicate if checks that have been voided should be listed.

Results Screen:

The report can be printed or exported to Excel by clicking on the buttons.

Click on "*Go Back*" to return to the report selection screen.

Client/Account ID: The Client/Account ID is the nickname or description that identifies this account to the customer. This Client/Account ID is displayed in place of the account number on screens within the system and in emails generated by the system. *Note*: The label used for this field (typically "Client ID" or "Account ID") throughout the system is defined by the financial institution.

Check #: The check number of this item.

Check Amount: The amount of the check that has been presented for payment.

Payee: The name of the issued payee for this check as provided by the corporate client.

Issued Date: This is the date the check was issued.

Requested Stop Pay: If the request originated from a source other than this system, this column is blank. Otherwise, this represents the date the request was submitted.

Requested and Placed: The date the stop payment was applied (setup).

Item Stopped: The date the item was stopped.
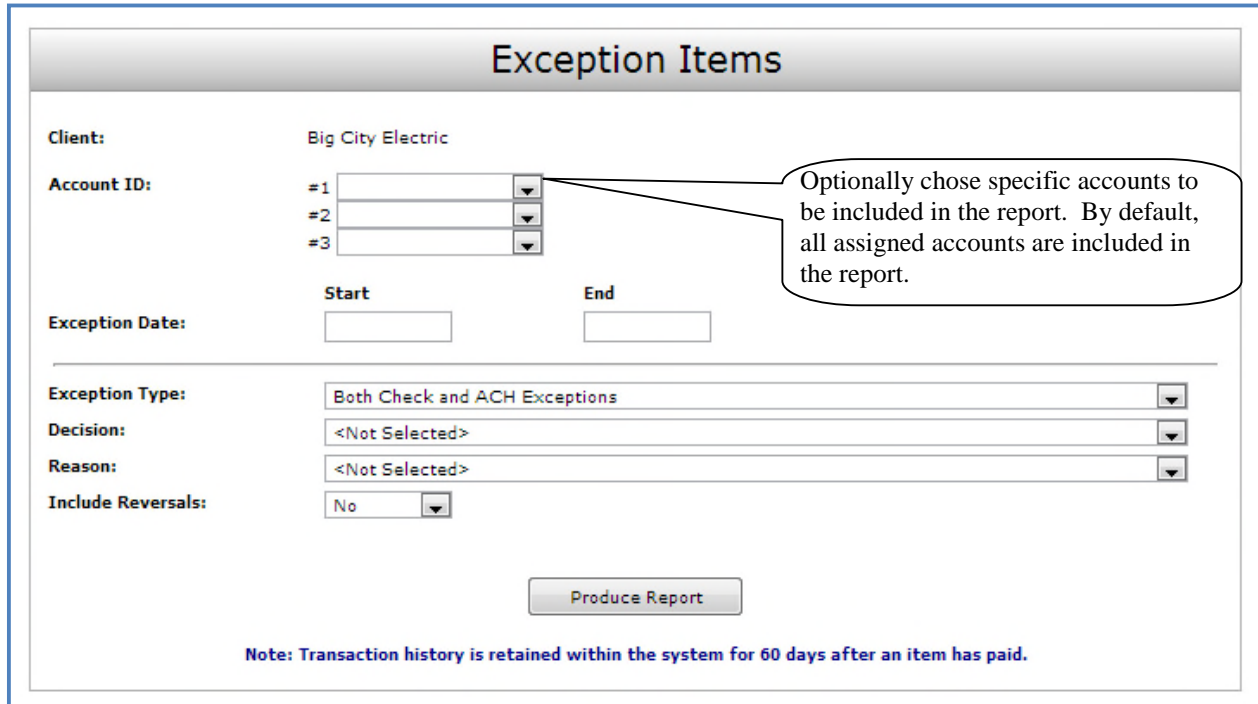
Void: The date the check was voided. Note: If an (A) is listed after the void date, the item was automatically voided.

09/28/2012	Issued
09/23/2011	Void (A)
09/23/2011	Void (A)

Transaction Reports – Exception Items

The Exception Items report filter screen allows the user to generate a report of items that were flagged as exception items. Optionally select items that meet specific criteria. Criteria can include: Exception Date, Exception Type (ACH, Check or Both), pay/return decision or return reason.

Selection Screen:

Results Screen:

Client/Account ID: The Client/Account ID is the nickname or description that identifies this account to the customer. This Client/Account ID is displayed in place of the account number on screens within the system and in emails generated by the system. *Note*: The label used for this field (typically "Client ID" or "Account ID") throughout the system is defined by the financial institution.

Check Number: The check number of this item.

Transaction Amount: The amount of the transaction that has been presented for payment.

Transaction Reports – Exception Items (Continued)

Payee: The name of the issued payee for this check as provide by client.

Paid Date: The paid date for this check.

Input Date: The date the issued item was entered into the system. Note: The date is followed by (M) if the check was not loaded via an issued file upload, which means it was entered into the system in some other manner. Examples would be a check being manually input by a user, or a paid not issued exception item that is paid.

Exception: The type of exception for this item.

Decision: The decision for this exception item.

Return Reason: If the item was returned, the reason will be displayed here.

Transaction Reports – Stale Dated Checks

The Stale Dated Checks report filter screen allows the user to create a report of stale dated checks. A check is considered stale dated 180 days after the issue date. Select items by Issued Date, Input Date, As of Date or Issued Payee.

Selection Screen:

Results Screen:

Client/Account ID: The Client/Account ID is the nickname or description that identifies this account to the customer. This Client/Account ID is displayed in place of the account number on screens within the system and in emails generated by the system. ***Note***: The label used for this field (typically "Client ID" or "Account ID") throughout the system is defined by the financial institution.

Check Number: The check number of this item.

Check Amount: The amount of the check that has been presented for payment.

Payee: The name of the issued payee for this check.

Transaction Reports – Stale Dated Checks (Continued)
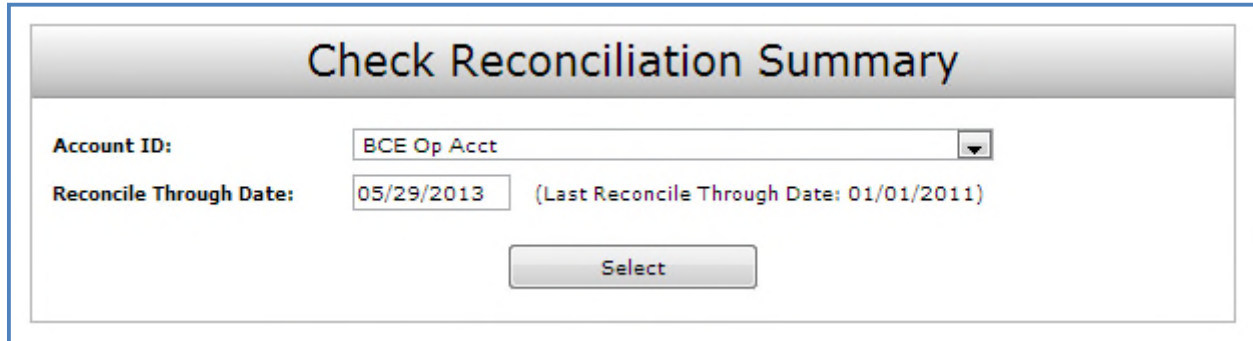
Issued Date: This is the date the check was issued.

Input Date: The date the issued item was entered into the system. Note: The date is followed by (M) if the check was not loaded via an issued file upload, which means it was entered into the system in some other manner. Examples would be a check being manually input by a user, or a paid not issued exception item that is paid.

As of Date: To create a report of stale dated checks "as of" a specific date in the past, enter a date in this field.

Transaction Reports – Check Reconciliation Summary

The Check Reconciliation Summary report is used to assist in balancing online account balances with a customer statement. The report displays an activity summary of newly issued checks, paid checks, and stopped/voided checks. The report also provides a total of outstanding checks as of the reconciliation date.

Client/Account ID: The Client/Account ID is the nickname or description that identifies this account to the customer. This Client/Account ID is displayed in place of the account number on screens within the system and in emails generated by the system. *Note*: The label used for this field (typically "Client ID" or "Account ID") throughout the system is defined by the financial institution.

Reconcile Through Date: The ending date of the reconciliation period. The beginning date of the reconciliation period is based upon the last reconciliation performed on the account. The first time an account is reconciled, all activity in the system up through the Reconcile Through Date is included.

To display a detailed list of the items for any of the totals listed on the report, click on the *Show* link.

The Reconcile History on the right side of the screen provides links to previous reconciliation reports that have been performed on this account.

37

Transaction Reports – Deposit Reconciliation Summary

The Deposit Reconciliation Summary report is used by clients to verify deposits made to an account. This report allows the client to reconcile a full list of all deposits on an account or to reconcile deposits for each location separately.

Client/Account ID: The Client/Account ID is the nickname or description that identifies this account to the customer. This Client/Account ID is displayed in place of the account number on screens within the system and in emails generated by the system. *Note*: The label used for this field (typically "Client ID" or "Account ID") throughout the system is defined by the financial institution.

Reconcile Through Date: The ending date of the reconciliation period. The beginning date of the reconciliation period is based upon the last reconciliation performed on the account. The first time an account is reconciled; all activity in the system up through the Reconcile Through Date is included.

Location: A list of locations will be displayed if location information is available for this client. The location list values are populated based upon the serial number value from the clients deposit slips.

To display a detailed list of the items for any of the totals listed on the report, click on the *Show* link

Transaction Reports – Deposit Reconciliation Summary (Continued)

Manage Locations: If the corporate client is depositing by location, the "Manage Locations" option will be displayed. When selected, a list of the locations will be displayed with an option to define a description for the location.

Location Number: The location the deposit is associated with.

Description: The description of the location. *Note:* The location number will be appended to the description in parenthesis. Example: South Street (107).

Transaction Reports – Account Reconciliation Summary

The Account Reconciliation Summary is used to assist in balancing online account balances with a customer statement. The report displays an activity summary with newly issued checks, paid checks, stopped checks, voided checks, ACH debits and credits, miscellaneous debits and credits, deposits, service charges, paid interest and taxes/withholding. The report also provides a total of outstanding checks and the check register balance as of reconciliation date.

Client/Account ID: The Client/Account ID is the nickname or description that identifies this account to the customer. This Client/Account ID is displayed in place of the account number on screens within the system and in emails generated by the system. *Note*: The label used for this field (typically "Client ID" or "Account ID") throughout the system is defined by the financial institution.

Reconcile Through Date: The ending date of the reconciliation period. The beginning date of the reconciliation period is based upon the last reconciliation performed on the account. The first time an account is reconciled, all activity up until the Reconcile Through Date will be included.

Reconcilement History on the right side of the screen provides links to previous reconciliation reports for this account.

Click *Finish Reconciliation* to reconcile the account.

Transaction Reports – Account Reconciliation Summary (Continued)

To display a detailed list of the items for any of the totals listed on the report, click on the *Show* link.
**Note – Items that have already been reconciled via the Check Reconciliation or Deposit Reconciliation screens will not be included in the Account Reconciliation statement.

```
SYSTEM: 02/07/12 4:34 PM              CENTRIX BANK
                              ACCOUNT RECONCILIATION REPORT

CLIENT: Centrix Solutions, Inc.     CLIENT ID: Centrix-OPS          Export to Excel
```

	CHECK #	PAID DATE	AMOUNT	PAYEE/TRAN DESCRIPTION	REFERENCE
			--- Paid Items ---		
1	57197	08/04/2011	105.56	Tim Schnell	500001000922
2	57200	08/08/2011	41.54	Andrew Moore	500001007266
3	57235	08/02/2011	112.55	Jeff Asselin	500001004212
4	57238	08/16/2011	107.20	Steve Hansen	500001003097
5	57254	08/05/2011	1,470.60	Brian Koenig	500001004521
6	57256	08/05/2011	34.38	FedEx	500001003444
7	57257	08/04/2011	852.81	Steve Bartels	500001004923

Click *Export to Excel* to export a copy of the report to excel.

After clicking on a link in the Reconcilement History, an Account Reconciliation Report will be displayed with all items that were reconciled on the report.

Transaction Reports – Payee Match Report

The Payee Match Report filter screen generates a report using dynamic selection criteria. Select items by Issued Date, Paid Date, Check Number or Issued Payee Name.

Selection Screen:

Payee Match Report

Client:	Big City Electric
Account ID:	#1 [▼]
	#2 [▼]
	#3 [▼]

Optionally chose specific accounts to be included in the report. By default, all assigned accounts are included in the report.

	Start	End
Issued Date:		
Paid Date:		
Check Number:		
Issued Payee:		

Produce Report

Note: Transaction history is retained within the system for 60 days after an item has paid.

The report can be printed or exported to Excel by clicking on the buttons.

Click on "*Go Back*" to return to the report selection screen.

Results Screen:

Go Back

Payee Match Report (4)

	Account ID	Check Number		Check Amount	Issued Payee	Issued Date	Paid Date	Payee Match Check Payee	Confidence Level
1	BCE-Exp Acct	View Image	1113	$56.67	Sprint	11/03/2011	07/25/2012	Sprint	1000
2	BCE-Exp Acct	View Image	1115	$87.90	Office Depot	05/29/2013	05/30/2013	Office Depot	1000
3	BCE-Exp Acct	View Image	1127	$56.00	North Forty Golf Course	05/29/2013	05/30/2013	North Forty Golf Course	1000
4	BCE-Exp Acct	View Image	1128	$125.69	King Sooper	05/29/2013	05/30/2013	King Souper	965
				$326.26					

Selection Criteria:

Client: Big City Electric

Client/Account ID: The Client/Account ID is the nickname or description that identifies this account to the customer. This Client/Account ID is displayed in place of the account number on screens within the system and in emails generated by the system. *Note*: The label used for this field (typically "Client ID" or "Account ID") throughout the system is defined by the financial institution.

Check Number: The check number of this item.

Check Amount: The amount of the check that has been presented for payment.

Transaction Reports – Payee Match Report (Continued)

Issued Payee: The name of the issued payee for this check.

Issued Date: The date the check was issued.

Paid Date: The posting date of the check.
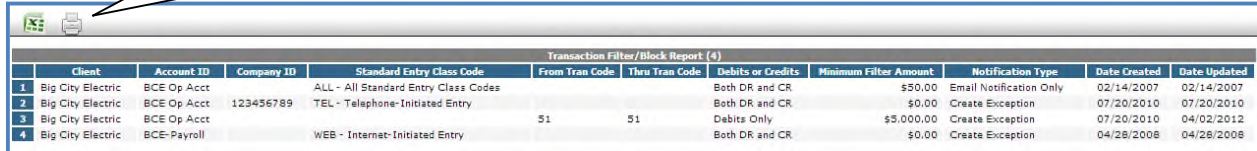
Payee Match Check Payee: The name that was read from the check image for this check.

Confidence Level: The level of confidence that the payee match process returned for this check. The level will fall between 0 (no confidence) and 1000 (perfect score).

System Reports – Transaction Filter/Block Report

The Transaction Filter/Block Report displays a listing of all filters/block rules. *Note:* This report will only display rules for the accounts that the user has access to.

The report can be printed or exported to Excel by clicking on the buttons.

	Client	Account ID	Company ID	Standard Entry Class Code	From Tran Code	Thru Tran Code	Debits or Credits	Minimum Filter Amount	Notification Type	Date Created	Date Updated
1	Big City Electric	BCE Op Acct		ALL - All Standard Entry Class Codes			Both DR and CR	$50.00	Email Notification Only	02/14/2007	02/14/2007
2	Big City Electric	BCE Op Acct	123456789	TEL - Telephone-Initiated Entry			Both DR and CR	$0.00	Create Exception	07/20/2010	07/20/2010
3	Big City Electric	BCE Op Acct			51	51	Debits Only	$5,000.00	Create Exception	07/20/2010	04/02/2012
4	Big City Electric	BCE-Payroll		WEB - Internet-Initiated Entry			Both DR and CR	$0.00	Create Exception	04/28/2008	04/28/2008

Client: The name of the client.

Client/Account ID: The Client/Account ID is the nickname or description that identifies this account to the customer. This Client/Account ID is displayed in place of the account number on screens within the system and in emails generated by the system. *Note*: The label used for this field (typically "Client ID" or "Account ID") throughout the system is defined by the financial institution.

Company ID: The originating company ID of the transaction from the ACH file. If the field is left blank, the filter will not be used.

Standard Entry Class: The ACH standard entry class (SEC) code(s) pertaining used for this rule. Either a specific SEC code can be selected or "ALL – All Standard Entry Class Codes" can be selected to include all SEC codes.

From Tran Code: The starting transaction code for this filter. If the ACH SEC Code is not available from the DDA system, the from and thru transaction code fields may be used to identify the type of transaction.

Thru Tran Code: The ending transaction code for this filter. If the ACH SEC Code is not available from the DDA system, the from and thru transaction code fields may be used to identify the type of transaction.

Debits or Credits: Displays whether the filter pertains to debits only, credits only, or both debits and credits.

Minimum Filter Amount: The minimum transaction amount for this filter. Transactions must have an amount greater than or equal to this amount for this filter to apply. Any transaction that exceeds the minimum filter amount will activate the "notification type" defined for the rule. If the minimum filter amount is blank or zero, the transaction amount will not be used.

Notification Type: The value *Create Exception* indicates that any transaction matching the filter criteria will become an exception that requires a pay or return decision by the client. The value *Email Notification Only* indicates that the client will receive an email notification of any transaction matching the criteria in this filter.

Date Created: The date the filter criteria was created

Date Updated: The date the filter criteria was last modified.

System Reports – Issued Check File Processing Log

The Issued Check File Processing Log displays a list of all issued check files that have been electronically submitted. Select items by Upload Date, Item Count or Dollar Amount.   If a submitted file had errors, view the errors by clicking in the "Results" column.

Selection Screen:

Issued Check File Processing Log

Client:	Big City Electric
Account ID:	#1 ▼
	#2 ▼
	#3 ▼

> Optionally chose specific accounts to be included in the report. By default, all assigned accounts are included in the report.

	Start	**End**
Upload Date:	05/30/2013	05/30/2013
Item Count:		
Dollar Amount:		

[Produce Report]

> The report can be printed or exported to Excel by clicking on the buttons. Additionally, the upload date criteria can be changed without going back to the selection screen.

> Click on "*Go Back*" to return to the report selection screen.

Results Screen:

05/01/2013 - 05/30/2013 [Refresh] [XL] 🖨   Go Back

Issued Check File Processing Log (2)

	Client Name	Account ID	File Type	Results	Items	Amount	Upload Date	User	File Name
1	Big City Electric	BCE Op Acct	BCE Standard CSV	Processed	2	500.00	5/22/13 1:49 PM	shansen	0000000001_0000000001__BigCityElectric3.csv
2	Big City Electric	BCE Op Acct	BCE Standard CSV	Processed with Exceptions	5	2,063.13	5/30/13 8:45 AM	shansen	20130530084539__BigCityElectric.csv
					7	2,563.13			

Click links under the "Results" column for file processing info.

Processing Output Totals

File Status	Item Total	Amount Total
Processed:	4	1,165.89
Exception:	3	1,397.24
Rejected:	0	0.00

Client: The client's name.

Client/Account ID: The Client/Account ID is the nickname or description that identifies this account to the customer. This Client/Account ID is displayed in place of the account number on screens within the system and in emails generated by the system. *Note*: The label used for this field (typically "Client ID" or "Account ID") throughout the system is defined by the financial institution.

File Type: The file processing type associated with this upload.

45

System Report – Issued Check File Processing Log (Continued)

Results: the results column from the Issued Check File Processing Log will display one of the following processing statuses:

Unprocessed: The file has been uploaded, but has not yet been processed.
Processed: The file was processed successfully.
Processed with Exceptions: The file was processed successfully, but duplicate checks were not loaded.
Rejected: The file was rejected due to one of the following reasons:
- A mismatch between the number of items/amount entered on the screen and the number of items/amount contained in the file
- The file format did not match the format selected

To view additional details regarding the file, click on the results column. For example, to view the exceptions on a file that has a result of Processed with Exceptions, click on the 'Processed with Exceptions' link.

Items: The number of items in the file.

Amount: The total amount in the file.

Upload Date: The date the file was uploaded.

User: The user that uploaded the issued check file.

File Name: The name of the issued check file uploaded into the system. *Note:* The system appends the date/time to the beginning of the file name.

How to Handle Exceptions due to Encoding Errors

From time to time, the bank of first deposit will misread the check number or the amount of a check you issued and their customer deposited. The encoding error causes the check to present to your account for payment with the incorrect amount or check number.

Here's an example of a check with an encoding error in the amount:

Your Business Name and Address

FIRST FINANCIAL BANK   35681
85 2121/1119
41

October 30, 2009

PAY TO THE
ORDER OF   John Doe $ 32.34

Thirty Two and 34/100   DOLLARS

VOID AFTER 90 DAYS

Signatures

MEMO   Payroll

⑈035681⑈ ⑆1119 xx 0⑆   ⑈(1234 7⑈   ⑆000000032 24⑆

AUTHORIZED SIGNATURE

110509 13 099000197016090
0811 74

Tran 00006   11/05/2009 12:51
Entity MTX CC 0001
Account
R/T#
ECash Check $32.24
DRL US   08/15

BANK OF AMERICA, NA DAL

Check Number 35681 was issued for $32.34. When the bank of first deposit processed the check, the amount was encoded in error for $32.24.

For Positive Pay customers, this results in an Exception when the item is presented for payment. The reason for the Exception may be: Amount Mismatch or Paid not Issued.

Please follow these steps to clear the exception:

1) View the item carefully to determine the exact reason for the Exception.

2) To resolve the encoding error, please mark the item to Return and select Incorrect Check Amount or Incorrect Check Number, whichever is appropriate, as the Reason Code.

Marking the item for Return for these reasons will _not_ cause the item to be rejected and sent back to the bank of first deposit. This action alerts our Treasury Management operations team to review the item closely and make the necessary adjustment for the item to post to your account properly.

USING POSITIVE PAY TO
MANAGE ACH BLOCKS/FILTERS

QUICK EXCEPTON PROCESSSING FOR ACH TRANSACTIONS

Our ACH Block and Filter service monitors all ACH activity presented against specified accounts. Whenever an ACH item presents for payment and the entry is not on the white list of approved transactions, the entry will be considered an exception. When exceptions occur, an email notification is sent by 8:00AM to those designated in the Positive Pay Agreement. Pay/Return decisions must be completed by 12 noon. After the noon deadline, the exception list is removed and the Bank will stand in to make the decisions based on the options selected in the Positive Pay agreement.

HERE'S HOW TO MANAGE ACH EXCEPTIONS

1) From the Online Banking menu, select Acct Recon/Pos Pay, or log directly into the Positive Pay system.
2) Click **Quick Exception Processing**
   a. All exceptions will be displayed. To view exceptions by account, simply select the account from the **Client ID** drop down menu.
   b. If the service option is ACH Positive Pay ONLY, select ACH Exceptions Only from the **Display Type** drop down menu.

3) For each exception, make a **Pay** or **Return** decision by clicking the box under **Pay** or **Return**.
4) Once all items have been marked to **Pay** or **Return**, click **Update** to transmit your decisions to the bank.

ADDING APPROVED ACH ENTRIES TO THE WHITE LIST

Add new ACH entries to a list of acceptable transactions by clicking Add ACH Rule under the **Check #** column.

Complete the required information including the Max Amount.

Select **Add Rule** to allow future transactions from this originator to pay up to the **Max Amount** entered.

Tab 8

Service Agreements

F1RST FINANCIAL BANK
Treasury Management Services Request Schedule A

DATE: SELECT ONE: ☐ NEW   ☐ REPLACE   ☐ UPGRADE (ADD SVCS)

By checking the box next to an option, I hereby authorize Bank to provide such Service(s) and/or make such option the default.

COMPANY INFORMATION

COMPANY NAME:	
ADDRESS:	
REGION:	CIF#: TAX ID#:
CONTACT NAME:	CONTACT PHONE: ( )
CONTACT EMAIL:	COMPANY PHONE: ( )

	Account Details	Account Transfers	Bill Payment	Mobile Deposit*	Remote Deposit	Wire Notices	Wires	ACH	Payment Manager

BILLING: Charge the listed First Financial Account for fees incurred

*Only 1 (one) user per package can have access to Business Mobile Deposit Integrated.

RELATED ENTITIES SECTION

COMPANY NAME:	CIF #:
TAX ID#:	Entity Type:
COMPANY NAME:	CIF #:
TAX ID#:	Entity Type:
COMPANY NAME:	CIF #:
TAX ID#:	Entity Type:

ADDITIONAL RELATED COMPANY INFORMATION ATTACHED: ☐

ACCOUNT PERMISSIONS

CIF #	ACCOUNT NUMBER	View Account Details	Account Transfers	Remote Deposit	Wire Activity Email	Wire Origination	ACH Origination	ACH Block**	PAYMENT MANAGER — ACH Filter	PAYMENT MANAGER — Positive Pay	PAYMENT MANAGER — EDI Reporting
		☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
		☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
		☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
		☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
		☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
		☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
		☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
		☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
		☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
		☐	☐	☐	☐	☐	☐	☐	☐	☐	☐

ADDITIONAL RELATED COMPANY INFORMATION ATTACHED: ☐

ENABLE PAYROLL FOR BILL PAYMENT: Bill Payment cannot be enabled if ACH Origination of Payroll also requested.

ACH Block?   **Setup:** ☐ Debits   ☐ Credits   Both   ACH Block disclosure at the top of next page

Treasury Management Services Request Schedule A

**ACH Block: Bank will automatically RETURN all ACH Items when ACH Block is requested for an account. Blocked items will not post to your account and you will not be able to review blocked items before they are returned.

TREASURY SECURITY OPTIONS

Dual Administration (not available in Basic)	Account Transfer Approval Required	IP Address Restriction (if yes TS enables and client sets)	Permitted Countries (transaction origination specific)
☐ Turn ON Dual Administration	☐ Approval Required	☐ No ☐ Yes	☐ USA ☐ Canada ☐ Mexico

REPORTING OPTIONS – AVAILABILITY VARIES BY PACKAGE TYPE/PERMISSION

Account Statement	Create ISO Statement Research	BAI2 via Secure FTP*	ACH Return & Corrections Report	EDI Addenda Report Types	ACH Activity Report Type
☐	☐	☐			

PAYMENT MANAGER FEATURES – Exceptions available for review by 8:30am CT   Enable Options

Default Decision	Auto-Void Stale Dated Checks	Payee Name Match	Stale Dated Days	File Upload Type	Items & Balance Verification	Auto Upload via Secure FTP*
Return	☐ No ☐ Yes					☐

ACH Filter Company IDs to Add	

Positive Pay and ACH Filter Defaults

Bank will RETURN all check and ACH Exception Items when a Pay or Return decision is not entered by 2pm CT. Email notifications are sent whenever Exception Items are present. If Exceptions are not worked by noon, a reminder email is sent. By signing this Setup Sheet, you acknowledge the requirement to take action by 2pm CT.

Payee Name Match Opt Out (payee name will not be validated)

I choose to opt out of Payee Name Match for the following reason(s):

☐	Checks are handwritten and cannot be typed or automated.
☐	Payee Names are currently not (and either cannot or will not be) provided in the Issued Item file.
☐	Format of the payee data provided in the Issued Item file to the Bank does not match the payee format on the checks; therefore, the payee name cannot be matched.

ACH ORIGINATION FEATURES – Next Day Effective ACH File Daily Cut Off is 5pm CT   Enable Options

Origination of Items	Items originated are on behalf of my company
Enable Input Method	N/A: Hand Key: Secure FTP: Import from File: Import Amounts:

ACH Approval	SmarPay (WEB/TEL)	Token Requested	ACH Limits on Package**
☐ Approval by different user Strongly Recommended ☐ Same person creates/sends Dual Control Waiver required	☐ SmartPay Express ☐ SmartPay Biller Direct Biller Direct Requires a File Import	☐ Soft (included) ☐ Hard ($20/token)	Applies to all Companies & Accounts: **Risk Worksheet Required Daily Limit:$ Max /Transaction:$

Payroll	Batch/Payments	Collection	EFTPS
☐ Prefund Credits Daily $ Limit:	☐ Pay a Person ☐ Pay a Business Prefund Credits Daily $ Limit:	☐ From a Person ☐ From a Business Daily $ Limit:	☐ Daily $ Limit:

*Additional paperwork needed to setup   ** Must set a velocity/Daily $ Limit for the Package. See SmartPay section for more details.

FIRST FINANCIAL BANK
Treasury Management Services Request Schedule A

ACH ORIGINATING COMPANY INFORMATION

ORIGINATING COMPANY ID NO.	ORIGINATING COMPANY NAME	CHARGEBACK ACCT NO.
ADDITIONAL ACCOUNT PERMISSION INFORMATION ATTACHED: ☐		

WIRE TRANSFER FEATURES

Online Outgoing Wire Cut off – Int'l US$: 330pm CT; Domestic: 4PM CT | International F/X Cut Off 12:30 CT   **Enable Options**

Online Wire Transfer Origination

Wire Approval	Token Requested	Domestic Wire Limits*	International Wire Option/Limits*
☐ Approval by different user Strongly Recommended ☐ Same person creates/sends Dual Control Waiver required	☐ Soft (included) ☐ Hard ($20/token)	Enable: ☐ No ☐ Yes Daily $ Limit: $ Max $/Transaction: $	Enable: ☐ No ☐ Yes Daily $ Limit: $ Max $/Transaction: $
		*Applies to all Companies/ Accounts on Package. Contingent on Available Balance	

Other Wire Transfer Options

Wire Notifications	Select one (any accounts with notice): ☐ Incoming ☐ Outgoing ☐ Both (In/Out)
1031 Drawdowns (add'l documents needed)	Interested in: ☐ authorizing drawdown request received -or- ☐ initiating drawdown request

REMOTE DEPOSIT   **Enable Options**

Deposit Volume	Install Sites	Deposit 3rd Party Checks	RDA/RDC Daily Limit/Package**
		☐ No – account title matches ☐ Yes – please explain:	All Companies/Accounts Aggregated: **Risk Worksheet Req; RDA max daily $10k Daily $ Limit:

System Prerequisites: For computer which scanner will be installed.	Min. Operating System: Computer utilizing another bank RDC?
Image Cash Letter ***additional documents needed; Testing of file required prior to go live	File submitted via: ☐ Remote Deposit System ☐ RemitPlus Express ☐ Secure FTP***

Scanner Needed?

Scanner	Average # of Checks Deposited/Day/Scanner: Equipment needed: ☐ Yes ☐ No – type owned: _____ ☐ mRDC
Order Info	If Ordering - # needed: _____ Type of scanner: _____ ☐ Ship to Client ☐ Ship to Bank | Account # to debit:
Shipping Info	Attention: Physical Address:

SMARTPAY EXPRESS/BILLER DIRECT — Daily Cut Off is 5pm CT   **Enable Options**

Product Configuration	☐ ACH Origination ☐ Merchant Services* ☐ Both

This TREASURY MANAGEMENT SERVICES REQUEST Schedule A is executed as of   (the "Effective Date") by and between First Financial Bank, N.A., a national association ("Bank"), and the Company identified in the signature section below ("Customer"). Customer acknowledges and agrees that Bank's Treasury Management Services Authorization Form Procedures, Terms and Conditions (the "TMSA Agreement") shall govern Customer's use of Bank's Online Banking Services, as well as the other services identified above. Customer acknowledges the receipt of a copy and agrees to the terms and conditions of the TMSA Agreement.

As required by Chapter 2270, Texas Government Code, Bank does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Pursuant to Chapter 2252, Texas Government Code, Bank represents and certifies that, at the time of execution of this Agreement, neither Bank nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Bank (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

1. **Treasury Management Services**. Bank offers various Treasury Management Services (individually, referred to herein as a "Service"; when one or more, collectively referred to herein as the "Services") to its business customers. Enrollment in any specific Service requires the completion of this Treasury Management Services Request ("Schedule A"). Enrollment in a Service is accomplished by obtaining, completing and signing Schedule A, and submitting it to Bank in person, through regular mail, by facsimile, or via email. Customer understands and agrees that Bank is relying on the information provided by Authorized Signer executing Schedule A in providing the Services hereunder. The procedures, terms and conditions in this Agreement govern those Services. Any capitalized terms not defined herein shall have the meaning ascribed to them in the TMSA Agreement.
2. **Fees.** Customer agrees to pay Bank for the Service(s) in which Customer enrolls in accordance with the fee schedule for the applicable Service(s), a copy of which will be provided to Customer at the time Customer contracts for such Service(s).
3. **Term.** The term of this Agreement is indefinite, unless terminated by either party pursuant to the termination provisions herein.
4. **Entire Agreement.** This Schedule A (which includes, but is not limited to, the foregoing 3 pages and this page) and addenda; the TMSA Agreement and addenda; the Treasury Management Services Request; all applicable Delegation of Authority and Service Fee schedules, and attachments, schedules and exhibits thereto, as well as all items expressly incorporated by reference herein shall constitute a single agreement (collectively referred to herein as the "Agreement"), and, as such, shall contain the terms and conditions which govern the Services, and shall constitute the entire agreement between the parties as relates to the Treasury Management Services offered by Bank. This Agreement supersedes any prior agreements or representations relating to the Services and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements.
5. **Authorizations.** Customer agrees to deliver to Bank, prior to or simultaneous with execution of this Agreement or at any time upon Bank's subsequent request, an entity Resolution identifying individuals who are authorized to execute this Schedule A.
6. **Related Entities.** If Customer desires to obtain Services on behalf of any Related Entities that Customer lists on the Related Entities Section of Schedule A or any additional Related Entities continuation schedules, Customer hereby represents and warrants that the Related Entities are either (a) a Parent Related Entity, (b) a Subsidiary Related Entity, or (c) an Affiliate Related Entity, as such terms are defined in Section 22 of the General Provisions of the TMSA Agreement. Furthermore, Customer hereby agrees and acknowledges that by listing any Related Entities, Customer is also making all representations and warranties set forth in Section 22 of the TMSA Agreement applicable to Related Entities.
7. **Authority to Execute Agreement.** The individual executing this Agreement on behalf of Customer expressly represents and warrants to Bank that (a) the individual is an Authorized Signer of Customer and is acting within their power and authority to enter into and execute this Agreement on behalf of Customer, (b) that the individual's actions in entering into this Agreement have been duly authorized and approved by Customer in accordance with all necessary actions, and (c) that this Agreement shall be legally binding on Customer after the individual's execution.

In consideration of the mutual promises and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, Customer agrees to purchase from Bank certain Services, and Bank agrees to provide Customer such Services, on the terms and conditions stated in this Agreement, as amended from time to time as provided for herein.

COMPANY NAME:	

Signature: _____   Name: _____

<div style="text-align:center">Signature of Authorized Signer from Entity Resolution of Customer</div>   Title: _____

<div style="text-align:center">(Please type or print above)</div>

<div style="text-align:center">**INTERNAL USE ONLY**</div>

Doc Prep Date	Date Setup	Training Complete	TM Sales Rep	Account Officer
Notes to TM Implementation:				

FIRST FINANCIAL BANK
Treasury Management Services Request Schedule B Authorized Users

DATE:

PACKAGE INFORMATION		
COMPANY NAME*:	CIF #:	

AUTHORIZED USER INFORMATION			

| Request Type*: | ☐ Add User ☐ Add Access[1] ☐ Remove Access ☐ Delete | | **Admin***: Yes No |

	First Name	**Last Name**	**Business Phone**
Authorized User*:			
Email Address*:		**Mobile Number/Text:**	
User Management Q2:	Create Role?	Assign Role?	

Package/Module[1]		**Please specify:**
BASIC **Account Details**		All Only as Listed:
Account Transfers		Business Accounts Personal Accounts ☐ Both
Mobile Deposit		RDA User - only one user allowed per company
Miscellaneous		Account Statements Create ISO Wire Activity Email
Bill Payment		Admin: only one Admin allowed per package[2] ☐ Sub User
TREASURY/ENHANCED **Payment Manager** Copy existing user?		Reporting Options? ACH Activity EDI NOC/Return Format other than PDF? CSV Excel NACHA XML Account Access: ---------- ACH Control and/or Positive Pay options: ---------- Request ACH Filter changes Issue Checks (Manual/File) Exception Decision Disable Email/Text Alerts
ACH Prefunding?		Payment Methods?

Payroll	Pay a Person Pay a Business	Collect from a Person Collect from a Business	Passthru EFTPS

Account Access:
Approval Rights (must follow Package setup):
User Limit:

Wires Online	Account Access: Approval Rights: Domestic User Limit*: International User Limit*:
Token Needed	Token type: Credential ID:
Remote Deposit	Account Access: Reports Access: ☐ mRDC

*Required fields. [1]Company configuration will control user setup (i.e. if ACH not turned on don't fill out ACH). [2]Checking this box will remove existing user.
Contact Treasury Management Client Support at **877-627-7201** or **TMClientSupport@ffin.com** if you would like to confirm your company's existing services.

Any capitalized terms not defined herein shall have the meaning ascribed to them in the Treasury Management Services Agreement - Procedures, Terms and Conditions.

Delegation of Authority

By signing below, you authorize the person listed above if designated as an Authorized Administrator the authority to do any combination of the following:
A.   Enroll Customer in any Treasury Management Service through the execution of a Treasury Management Services Request Schedule A;
B.   Appoint and remove User(s) (as that term is defined in Section 5(c) of the General Provisions of the Treasury Management Services Agreement – Procedures, Terms and Conditions) to perform authorized transactions under the Agreement and any applicable Treasury Management Services Request Schedule A; and
C.   To perform any transactions pursuant to the Agreement and Treasury Management Services Request Schedule A.
The Authorized Administrator listed below does not have the authority to execute the Treasury Management Services Agreement or appoint or remove any Authorized Administrator(s). This Delegation shall be binding, and the authority shall remain in force until written notice of any revocation or modification is delivered to Bank.

Signature: _____   Name: _____

Signature of Authorized Signer from Entity Resolution for Authorized Administrators;
Signature of Authorized Administrator for Users

Title: _____

FIRST FINANCIAL BANK
Treasury Management Services Request Schedule A

DATE: _____ SELECT ONE: ☐ NEW ☐ REPLACE ☐ UPGRADE (ADD SVCS)

By checking the box next to an option, I hereby authorize Bank to provide such Service(s) and/or make such option the default.

COMPANY INFORMATION			
COMPANY NAME:			
ADDRESS:			
REGION:		COMPANY PHONE:	( )
CONTACT NAME:		CONTACT PHONE:	( )
CONTACT EMAIL:		CIF #:	

	Account Details	Account Transfers	Bill Payment	Mobile Deposit*	Remote Deposit	Wire Notices	Wires	ACH	Payment Manager
BASIC	☐	☐	☐	☐					
ENHANCED	☐	☐	☐	☐	☐	☐	☐	☐	☐
TREASURY	☐	☐			☐	☐	☐	☐	☐

BILLING: Charge my First Financial Account, number _____ , for fees incurred.

*Only 1 (one) user per package can have access to Business Mobile Deposit.

RELATED ENTITIES SECTION		
COMPANY NAME:		CIF #:
TAX ID#:		Entity Type: (Type of Entity)
COMPANY NAME:		CIF #:
TAX ID#:		Entity Type: (Type of Entity)
COMPANY NAME:		CIF #:
TAX ID#:		Entity Type: (Type of Entity)
ADDITIONAL RELATED COMPANY INFORMATION ATTACHED: ☐		

ACCOUNT PERMISSIONS

CIF #	ACCOUNT NUMBER	View Account Details	Account Transfers	Bill Payment	Remote Deposit Capture	Wire Activity Email	Wire Fax-In Request	Wire Origination	ACH Origination	ACH Block**	PAYMENT MANAGER ACH Filter	Positive Pay	EDI Reporting
		☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
		☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
		☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
		☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
		☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
		☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
ADDITIONAL RELATED COMPANY INFORMATION ATTACHED: ☐													

ACH Block: Bank will automatically RETURN all ACH Items when ACH Block is requested for an account. Blocked items will not post to your account and you will not be able to review blocked items before they are returned. **Setup:** ☐ Debits &/or ☐ Credits

FIRST FINANCIAL BANK
Treasury Management Services Request Schedule A

TREASURY SECURITY OPTIONS

Dual Administration (not available in Basic)	Account Transfer Approval Required	IP Address Restriction (if yes TS enables and client sets)	Permitted Countries (transaction origination specific)
☐ Turn ON Dual Administration	☐ Approval Required	☒ No ☐ Yes	☐ USA ☐ Canada ☐ Mexico

REPORTING OPTIONS – AVAILABILITY VARIES BY PACKAGE TYPE/PERMISSION

Account Statement	Create ISO Statement Research	BAI2 via Secure FTP*	ACH Return & Corrections Report	EDI Addenda Report Types	ACH Activity Report Type
☒	☐	☐	☐ PDF ☐ CSV ☐ NACHA	☐ PDF ☐ CSV ☐ NACHA	☐ PDF ☐ CSV ☐ NACHA

PAYMENT MANAGER FEATURES – Exceptions available for review by 8:30am CT   ☐ N/A

Default Decision	Auto-Void Stale Dated Checks	Payee Name Match	Stale Dated Days	File Upload Type	Items & Balance Verification	Auto Upload via Secure FTP*
Return	☐ No ☐ Yes	☒				☐

ACH Filter Company IDs to Add	

Positive Pay and ACH Filter Defaults

Bank will RETURN all check and ACH Exception Items when a Pay or Return decision is not entered by 2pm CT. Email notifications are sent whenever Exception Items are present. If Exceptions are not worked by noon, a reminder email is sent. By signing this Setup Sheet, you acknowledge the requirement to take action by 2pm CT.

Payee Name Match Opt Out (payee name will not be validated)

I choose to opt out of Payee Name Match for the following reason(s):

☐	Checks are handwritten and cannot be typed or automated.
☐	Payee Names are currently not (and either cannot or will not be) provided in the Issued Item file.
☐	Format of the payee data provided in the Issued Item file to the Bank does not match the payee format on the checks; therefore, the payee name cannot be matched.

ACH ORIGINATION FEATURES – Next Day Effective ACH File Daily Cut Off is 5pm CT   ☐ N/A

ACH Approval	Import File Type	Token Requested	ACH Limits on Package**
☐ Approval by different user Strongly Recommended ☐ Same person creates/sends Dual Control Waiver required	☐ NACHA ☐ CSV ☐ Excel	☐ Soft (included) ☐ Hard ($20/token)	Applies to all Companies & Accounts: **Risk Worksheet Required Daily $ Limit: Max $/Transaction:
Origination of Items	Items originated are on behalf of my company ☐ or on behalf of another party* (customer)		
Input Method	☐ Hand Key ☐ Import from File: ☐ Secure FTP* (add'l document needed)	☐ Import Amounts	

Payroll	Batch/Payments	Collection	EFTPS
☐ Daily $ Limit:	☐ Pay a Person Daily $ Limit: ☐ Pay a Business Daily $ Limit:	☐ From a Person Daily $ Limit: ☐ From a Business Daily $ Limit:	☐ Daily $ Limit:

*Additional paperwork needed to setup

FIRST FINANCIAL BANK
Treasury Management Services Request Schedule A

ACH ORIGINATING COMPANY INFORMATION

ORIGINATING COMPANY ID NO.	ORIGINATING COMPANY NAME	CHARGEBACK ACCT NO.
ADDITIONAL ACCOUNT PERMISSION INFORMATION ATTACHED: ☐		

WIRE TRANSFER FEATURES – Online Outgoing Wire Cut Off is 4pm CT; Fax-In Cut Off is 3pm CT   ☐ N/A
International F/X Cut Off 12:30 CT

Online Wire Transfer Origination			
Wire Approval	**Token Requested**	**Domestic Wire Limits***	**International Wire Option/Limits***
☐ Approval by different user Strongly Recommended ☐ Same person creates/sends Dual Control Waiver required	☐ Soft (included) ☐ Hard ($20/token)	Daily $ Limit: Max $/Transaction:	Allow: ☐ No ☐ Yes Daily $ Limit: Max $/Transaction:
		*Applies to all Companies/ Accounts on Package. Contingent on Available Balance	

Other Wire Transfer Options	
Fax-In Wire Origination	Select one: ☐ Fax -in with dual call back ☐ Fax-in with call back to same person
	Verification of PIN (personal identification number) facilitated by Wire dept. upon approval and setup
Wire Notifications	Select one (any accounts with notice): ☐ Incoming ☐ Outgoing ☐ Both (In/Out)
	Select **only** one: ☐ Email ☐ Fax – Fax Number:
1031 Drawdowns (add'l documents needed)	Interested in: ☐ authorizing drawdown request received -or- ☐ initiating drawdown request

REMOTE DEPOSIT CAPTURE – Daily Deposit Cut Off is 7pm CT   ☐ N/A

Deposit Volume	**Install Sites**	**Deposit 3rd Party Checks**	**mRDC/RDC Daily Limit/Package***
Average # of Checks Deposited per Day:	☐ Single Location ☐ # Locations:	☐ No – account title matches ☐ Yes – please explain:	All Companies/Accounts Aggregated: **Risk Worksheet Req; mRDC <u>max</u> daily $100k Daily $ Limit:
Image Cash Letter Only ***additional documents needed; Testing of file required prior to go live	Type and version of Software:		
	File submitted via: ☐ Remote Deposit System ☐ RemitPlus Express ☐ Secure FTP***		

Scanner Details	
Scanner	Average # of Checks Deposited/Day/Scanner:
	Equipment needed: ☐ Yes ☐ No – type owned:
Order Info	If Ordering - # needed: Type of scanner:
	☐ Ship to Client ☐ Ship to Bank Account # to debit:
Shipping Info	Attention: Physical Address:

This TREASURY MANAGEMENT SERVICES REQUEST Schedule A is executed as of _____ (the "Effective Date") by and between First Financial Bank, N.A., a national association ("Bank"), and the Company identified in the signature section below ("Customer"). Customer acknowledges and agrees that Bank's Treasury Management Services Authorization Form Procedures, Terms and Conditions (the "TMSA Agreement") shall govern Customer's use of Bank's Online Banking Services, as well as the other services identified above. Customer acknowledges the receipt of a copy and agrees to the terms and conditions of the TMSA Agreement.

As required by Chapter 2270, Texas Government Code, Bank does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Pursuant to Chapter 2252, Texas Government Code, Bank represents and certifies that, at the time of execution of this Agreement, neither Bank nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Bank (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

1. **Treasury Management Services**. Bank offers various Treasury Management Services (individually, referred to herein as a "Service"; when one or more, collectively referred to herein as the "Services") to its business customers. Enrollment in any specific Service requires the completion of this Treasury Management Services Request ("Schedule A"). Enrollment in a Service is accomplished by obtaining, completing and signing Schedule A, and submitting it to Bank in person, through regular mail, by facsimile, or via email. Customer understands and agrees that Bank is relying on the information provided by Authorized Signer executing Schedule A in providing the Services hereunder. The procedures, terms and conditions in this Agreement govern those Services. Any capitalized terms not defined herein shall have the meaning ascribed to them in the TMSA Agreement.

2. **Fees.** Customer agrees to pay Bank for the Service(s) in which Customer enrolls in accordance with the fee schedule for the applicable Service(s), a copy of which will be provided to Customer at the time Customer contracts for such Service(s).

3. **Term.** The term of this Agreement is indefinite, unless terminated by either party pursuant to the termination provisions herein.

4. **Entire Agreement.** This Schedule A (which includes, but is not limited to, the foregoing 3 pages and this page) and addenda; the TMSA Agreement and addenda; the Treasury Management Services Request; all applicable Delegation of Authority and Service Fee schedules, and attachments, schedules and exhibits thereto, as well as all items expressly incorporated by reference herein shall constitute a single agreement (collectively referred to herein as the "Agreement"), and, as such, shall contain the terms and conditions which govern the Services, and shall constitute the entire agreement between the parties as relates to the Treasury Management Services offered by Bank. This Agreement supersedes any prior agreements or representations relating to the Services and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements.

5. **Authorizations.** Customer agrees to deliver to Bank, prior to or simultaneous with execution of this Agreement or at any time upon Bank's subsequent request, an entity Resolution identifying individuals who are authorized to execute this Schedule A.

6. **Related Entities.** If Customer desires to obtain Services on behalf of any Related Entities that Customer lists on the Related Entities Section of Schedule A or any additional Related Entities continuation schedules, Customer hereby represents and warrants that the Related Entities are either (a) a Parent Related Entity, (b) a Subsidiary Related Entity, or (c) an Affiliate Related Entity, as such terms are defined in Section 22 of the General Provisions of the TMSA Agreement. Furthermore, Customer hereby agrees and acknowledges that by listing any Related Entities, Customer is also making all representations and warranties set forth in Section 22 of the TMSA Agreement applicable to Related Entities.

7. **Authority to Execute Agreement.** The individual executing this Agreement on behalf of Customer expressly represents and warrants to Bank that (a) the individual is an Authorized Signer of Customer and is acting within their power and authority to enter into and execute this Agreement on behalf of Customer, (b) that the individual's actions in entering into this Agreement have been duly authorized and approved by Customer in accordance with all necessary actions, and (c) that this Agreement shall be legally binding on Customer after the individual's execution.

In consideration of the mutual promises and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, Customer agrees to purchase from Bank certain Services, and Bank agrees to provide Customer such Services, on the terms and conditions stated in this Agreement, as amended from time to time as provided for herein.

COMPANY NAME:	

_____
Date

Signature: _____
Signature of Authorized Signer from Entity Resolution of Customer

Name: _____   Title: _____
(please print)

INTERNAL USE ONLY

Doc Prep Date	Date Setup	Training Complete	TM Sales Rep	Account Officer

FIRST FINANCIAL BANK
Treasury Management Services Request Schedule B Authorized Users

DATE:

PACKAGE INFORMATION		
COMPANY NAME*:		CIF #:

AUTHORIZED USER INFORMATION			

	First Name	Last Name	Business Phone
Authorized User*:			
Email Address*:		**Mobile Number/Text**	
Request Type*:	☐ Add User ☐ Add Access[1] ☐ Remove Access ☐ Delete User	**Admin***:	☐ Yes ☐ No
User Management Q2:	Create Role titled:	Assign Role:	

	Package/Module[1]	Access	Please specify:
BASIC	**Account Details**	☐	☐ All ☐ Only as Listed:
	Account Transfers	☐	☐ Business Accounts ☐ Personal Accounts ☐ Both
	Mobile Deposit	☐	☐ RDA User - only one user allowed[2] OR ☐ mRDC
	Miscellaneous	☐	☐ Account Statements ☐ Create ISO ☐ Wire Activity Email
TREASURY/ENHANCED	**Bill Payment**	☐	☐ Admin: only one Admin allowed per package[2] ☐ Sub User
	Payment Manager Existing User to Copy:	☐	☐ ACH Activity ☐ EDI ☐ NOC/Return ☐ Format other than PDF: ☐ CSV ☐ Excel ☐ NACHA ☐ XML ☐ All ☐ Only as Listed: ☐ Issue Checks (Manual/File) ☐ Exception Decision ☐ Request ACH Filter changes ☐ Disable Email/Text Alerts
	ACH	☐	☐ Payroll ☐ Pay a Person ☐ Collect from a Person ☐ Passthru ☐ Pay a Business ☐ Collect from a Business ☐ EFTPS ☐ All Accounts ☐ Only as Listed: Approval Rights (must follow Package setup): ☐ No Approval Rights ☐ Approve Others ☐ Approve Own	☐ Draft Restricted User Limit:
	Wires Online	☐	☐ All Accounts ☐ Only as Listed: Approval Rights: ☐ None ☐ Approve Others ☐ Approve Own ☐ Domestic: User Limit* ☐ International: User Limit*
	Token Needed	☐	Token type: ☐ Soft (included) ☐ Hard ($20/token) Credential ID:
	Remote Deposit	☐	☐ All Accounts ☐ Only as Listed: Reports: ☐ View All ☐ View Own

*Required fields. [1]Company configuration will control user setup (i.e. if ACH not turned on don't fill out ACH). [2]Checking this box will remove existing user. Contact Treasury Management Client Support at **877-627-7201** or **TMClientSupport@ffin.com** if you would like to confirm your company's existing services.

Any capitalized terms not defined herein shall have the meaning ascribed to them in the Treasury Management Services Agreement - Procedures, Terms and Conditions.

Delegation of Authority

By signing below, you authorize the person listed above if designated as an Authorized Administrator the authority to do any combination of the following:

A. Enroll Customer in any Treasury Management Service through the execution of a Treasury Management Services Request Schedule A;

B. Appoint and remove User(s) (as that term is defined in Section 5(c) of the General Provisions of the Treasury Management Services Agreement – Procedures, Terms and Conditions) to perform authorized transactions under the Agreement and any applicable Treasury Management Services Request Schedule A; and

C. To perform any transactions pursuant to the Agreement and Treasury Management Services Request Schedule A.

The Authorized Administrator listed below does not have the authority to execute the Treasury Management Services Agreement or appoint or remove any Authorized Administrator(s). This Delegation shall be binding, and the authority shall remain in force until written notice of any revocation or modification is delivered to Bank.

Signature: _____ Name: _____

Signature of Authorized Signer from Entity Resolution for Authorized Administrators; Title: _____
Signature of Authorized Administrator for Users

(please type or print the above)

Rev. 11/24/20

FIRST FINANCIAL BANK, N.A.
TREASURY MANAGEMENT SERVICES AGREEMENT
PROCEDURES, TERMS AND CONDITIONS

TABLE OF CONTENTS

TREASURY MANAGEMENT SERVICES AGREEMENT
PROCEDURES, TERMS AND CONDITIONS

Schedule A – Treasury Management Services Request
Schedule B –Authorized Users
Treasury Management Services Fee Schedule

May 2020

I.
GENERAL PROVISIONS

1. Treasury Management Services.

(a) <u>Generally</u>. First Financial Bank, N.A. ("Bank") offers various Treasury Management Services (individually, each a "Service", collectively the "Services") to its business customers (each a "Customer" or "you"). These Services include but are not limited to the following:

- Business Online Banking
- ACH Origination
- Payment Manager
  - ○ Positive Pay
  - ○ ACH Filter
- ACH Block
- Remote Deposit Capture
- Wire Transfer
- Drawdown Wire Transfer

Many of the Services are available for use through traditional means of financial commerce as well as through the use of Business Online Banking Services offered by Bank. The execution of the Treasury Management Services Agreement (the "Agreement") obligates the parties with regard to the general terms and conditions related to use by the Customer of any Service or Services offered by Bank, regardless of whether such Service is performed traditionally, online or through some combination thereof. Nonetheless, before the Customer begins using any of the Services, the Customer must mail or deliver a duly authorized and executed copy of the Agreement to Bank for review and approval.

(b) <u>Enrollment in a Service or Services</u>. Enrollment in any individual Service is subject to Bank approval and requires the completion of the Treasury Management Services Request ("Schedule A"). Enrollment in a Service or Services is accomplished by obtaining, completing and signing Schedule A, and submitting it to Bank in person, through e-mail, regular mail, or by facsimile.

2. Accounts.

(a) <u>Generally</u>. The Customer agrees to maintain a minimum of at least one (1) business checking account ("Demand Deposit Account") with Bank with funds sufficient to cover the transactions initiated pursuant to the Agreement, and to cover fees required to pay for Services provided thereunder.

(b) <u>Business Purpose</u>. The Customer agrees that only Demand Deposit Accounts, or other deposit accounts, or other asset accounts (individually, a "Deposit Account"; collectively, "Deposit Accounts") established exclusively for business purposes will be used for transactions conducted pursuant to the Agreement, and that in no event will transactions conducted hereunder be conducted using Deposit Accounts of the Customer or its employees, officers, directors, members, or owners that are established primarily for personal, family or household purposes.

(c) <u>Authorization for Transfers to and from Accounts</u>. The Customer expressly authorizes Bank to debit the appropriate Deposit Account in the amount of any bank transfer initiated by the Customer and pursuant to the Agreement, or initiated by any other person the Customer authorizes to access Deposit Account(s). The Customer agrees that Bank: (i) may treat any bank transfer, whether initiated online or otherwise, from a Deposit Account the same as a duly executed written withdrawal, transfer, or check; (ii) may treat any bank transfer to a Deposit Account the same as a deposit by cash or check; and (iii) may treat any bank transfer to a loan account held by the Customer the same as a loan payment to Bank, all in accordance with the terms of the Agreement and the Terms and Conditions of Your Account governing the Deposit Account (the "Deposit Account Agreement") or the Customer's agreement with Bank governing any such loan account (the "Loan Account Agreement"), as applicable.

(d) <u>Account Limitations</u>. The Customer's ability to initiate bank transfers between Deposit Accounts may be limited by federal law or by the terms of the applicable Deposit Account Agreement or the applicable Loan Account Agreement. Bank transfers from Deposit Accounts that are savings or money market deposit accounts are limited as required by federal regulation in effect at the time a bank transfer is initiated. The Customer agrees that Bank may, without notice or other obligation to the Customer, for security reasons or as otherwise expressly provided in this Agreement, the Deposit Account Agreement or the Loan Account Agreement, (a) refuse to make any bank transfer, or (b) refuse to accept a Remote Deposit Capture deposit.

(e) <u>Customer Printed Checks.</u> Bank reserves the right, with respect to any and all of the Services, to require Customer to submit any non-Bank printed checks (i.e. checks that are printed by the Customer, or printed by an independent printer at the request of the Customer) for Bank's review and approval regarding format, size and other requirements. If Bank exercises such review and approval right for any of the Services, Customer shall be required to submit such non-Bank printed checks for Bank's review and approval prior to Customer using such non-Bank printed checks.

3. The Agreement.

(a) <u>Generally</u>. The terms and conditions of the Agreement, including Schedule A, any Service setup detail forms, these Treasury Management Services - Procedures, Terms and Conditions, and all attachments, authorizations, schedules and exhibits, together with all amendments or modifications thereto, are cumulative with and in addition to any terms of the Deposit Account Agreements and related Deposit Account signature cards and authorizations, Funds Transfer Agreements, Loan Account Agreements, the applicable Deposit and Loan Account disclosures, Bank's service schedule, Bank's Schedule of Funds Availability, any credit account

agreements relating to any credit accounts the Customer may have with Bank (together, the "Bank Agreements, Schedules and Disclosures"), the rules and regulations of any federal or state agency that supervises Bank's activities or insures accounts at Bank, and any applicable clearinghouse operating rules and guidelines, including, but not limited to those of the National Automated Clearing House Association ("NACHA"), and any other applicable local clearing house association, all as may be amended from time to time.

(b) Inconsistencies. To the extent expressly provided for otherwise herein, should any inconsistency exist or arise between the terms of the Agreement, as relates to any Service or Services, and the terms of any other Bank Agreements, Schedules and Disclosures, the terms of the Agreement shall control, but only to the extent of the inconsistency. Furthermore, to the extent expressly provided for otherwise herein, should any inconsistency exist or arise between the General Provisions of the Agreement and the applicable Service Specific Provisions of the Agreement, the terms of the Service Specific Provisions shall control, but only to the extent of the inconsistency.

(c) Amendment. Bank may amend the Agreement from time to time. To the extent permitted by applicable law, Bank may amend any term of the Agreement without prior notice or obligation to the Customer: (i) if a service provider changes any term without providing Bank sufficient prior notice to enable Bank to timely notify the Customer; (ii) for security reasons; (iii) to comply with applicable law; or (iv) as otherwise expressly provided in the Agreement. Use by the Customer of the Service(s) following the effective date of any amendment(s) shall constitute the Customer's acceptance of and agreement to the amendment(s). If the Customer does not agree to the changes as set forth in an amendment, the Customer may choose to terminate the Service(s) affected by the amendment prior to the effective date of the amendment by discontinuing further use of the Service and following the procedures set forth in Section 27 of these General Provisions. Unless otherwise provided for herein, the Agreement may not be amended or modified unless agreed to in writing by Bank.

4. Notices and Instructions.

(a) Generally. Unless otherwise stated in the Agreement, all notices required pursuant to the Agreement and the Services shall be in writing. Bank shall be entitled to rely on any written notice or other written, electronic or telephone communication believed by it in good faith to be genuine and to have been initiated by an authorized representative of the Customer to Bank. Any such communication will be deemed to have been authorized by the Customer. The parties agree that Bank's records of telephonic or electronic instructions shall be conclusive evidence of the actual notice or instructions given by the Customer and recorded by Bank.

(b) Data Recording. The Customer consents to Bank's recording and monitoring of any telephone conversations and online transmissions or communications including,

but not limited to, requests or instructions. Bank, however, has no duty to record or monitor such telephone conversations or online transmissions and communications, and the election to record and/or monitor is within Bank's sole discretion. The Customer agrees to Bank's telephonic or electronic recording for security and quality of service purposes. Either the Customer or Bank may produce telephonic or electronic recordings or computer records, including e-mail and telefacsimile transmissions, as evidence in any proceedings brought in connection with the Service.

(c) Delivery of Notices, Disclosures, Amendments or Other Communications by Bank by E-mail. The Customer acknowledges and agrees that, to the extent permitted by applicable law, Bank may deliver all notices, disclosures, amendments or other communications required hereunder to the Customer by e-mail at the Customer's e-mail address as provided to Bank. To the extent permitted by applicable law, the Customer agrees that each such communication will be binding and enforceable to the same extent as if it were delivered to the Customer in writing by regular mail, branch posting, or in person.

(d) E-Mail Communication. The Customer may send e-mail to Bank and receive e-mail from Bank. (i) Communications sent to Bank over the Internet are considered unsecured unless the information is encrypted in accordance with Bank's security standards, as posted on Bank's website, or transmitted via a secure session using a commercially reasonable security technology that provides a level of security that is equivalent to Bank's security standards, as posted on Bank's website. (ii) The Customer agrees that unsecured e-mail will not be used to deliver sensitive personal or private information that includes, but is not limited to bank routing numbers, account numbers, Social Security numbers, Business ATM & Checkcard numbers, personal identification numbers ("PINs"), home addresses, User IDs, Passwords, ACH entries, or to provide required notices to Bank pursuant to any agreement the Customer has with Bank, unless such agreement expressly provides for e-mail notification. (iii) **THE CUSTOMER ACKNOWLEDGES AND AGREES THAT ANY REQUEST(S) SENT TO BANK THROUGH AN UNSECURED ELECTRONIC NETWORK ARE IN VIOLATION OF BANK AND NACHA POLICY AND PROCEDURES. THE CUSTOMER UNDERSTANDS AND AGREES THAT BANK IS NOT LIABLE FOR ANY LOSS OR DAMAGE INCURRED BY THE CUSTOMER WHEN AN UNAUTHORIZED PERSON GAINS ACCESS TO ANY SUCH E-MAIL. THE CUSTOMER AGREES TO INDEMNIFY AND HOLD BANK HARMLESS IF BANK ACTS WITH ORDINARY CARE IN GOOD FAITH BY RESPONDING TO ANY E-MAIL PURPORTED TO BE SENT BY THE CUSTOMER. BANK'S IMPLEMENTATION OF ITS NORMAL PROCEDURES REGARDING RECEIPT AND MAINTENANCE OF CONFIDENTIAL INFORMATION CONSTITUTES ITS EXERCISE OF DUE CARE.** (iv) E-mail transmitted by the Customer to Bank may not be delivered to Bank immediately. If the Customer needs to contact Bank immediately to stop a payment, to report an unauthorized use of the Customer's User ID, to report

unauthorized access to an account, or for any other reason, the Customer shall contact Bank by telephone at the telephone number provided herein, or in person. Bank will not be responsible for acting on or responding to any e-mail request made until Bank actually receives the Customer's e-mail message and Bank has a reasonable opportunity to act. (v) The Customer should check its e-mail regularly as Bank may attempt to notify the Customer by e-mail in the event of any technical difficulties or other occurrence that may affect Bank's online Services.

(e) Address for Notification. All notices to be delivered by the Customer to Bank pursuant to the Agreement can be made to the physical address, postal address, or e-mail address indicated below, as applicable pursuant to the terms of the Agreement and the requirements of the notice:

> Bank's physical notification address:
> First Financial Bank, N.A.
> Attn: Treasury Management
> 400 Pine Street, Suite 410
> Abilene, TX 79601
> E-mail: TMClientSupport@ffin.com

> Bank's postal (i.e. P.O. Box) notification address:
> First Financial Bank, N.A.
> Attn: Treasury Management
> PO Box 701
> Abilene, TX 79604

All notices to be delivered by Bank to the Customer pursuant to the Agreement can be made to the postal address, e-mail address, or through Business Online Banking indicated in the attached Schedule A, as such notification information as may be amended in writing by the Customer from time to time.

5. Submission of Information and Documents.

(a) Delivery of Documents. The Customer agrees to deliver, in a form and content satisfactory to Bank, such additional executed, or as the case may be, certified, documents required by Bank from time to time to obtain and to continue to receive the specific Service(s) requested by the Customer, including Deposit Account signature cards, declarations, authorizations, resolutions, implementation documents and updated financial statements.

(b) Provision of Information. Prior to initiating a new Service, the Customer agrees to provide all information which Bank may request including specifications, test results, check samples, transmissions and documents. In the event that Bank determines, in its sole discretion, that any specification, test result, sampling, transmission or document does not meet its requirements, Bank may advise the Customer that the Customer will not be eligible to obtain the Service(s) until requested information that is satisfactory to Bank is provided by the Customer.

(c) Authorizations. (i) The individuals executing the Customer's signature card for Depository Account(s) and the individuals granted banking authority under the Customer's Corporate Resolutions are "Authorized Signers" under this Agreement. The individuals listed on Schedule B –Authorized Users are "Authorized Users" under this Agreement. Collectively, Authorized Signers and Authorized Administrators shall be referred to as "Authorized Parties" under this Agreement. Authorized Signers have the authority: to sign the Agreement and any addenda thereof; to accept on behalf of the Customer the terms and conditions governing the use of Services, including acceptance of Security Procedures (as defined below); to enroll in Services; to appoint and remove Authorized Administrators (as defined below); to provide the required information to set up and administer Services; to perform the functions of an Authorized Administrator; to authorize and remove the authorization of individual Users (as defined below) who perform transactions related to a Service or Services; and to perform transactions related to any Service hereunder. Authorized Administrators have the authority, if granted by the Authorized Signers: to enroll in Services; to sign addenda to the Agreement as they relate to Services; to provide the required information and instructions to set up and administer Services, including the authority to add or remove Deposit Accounts or Service features; to authorize and remove the authorization of individual Users who perform transactions related to a Service or Services; to grant access to specific Deposit Accounts and Service functions; to re-set passwords; to audit Service activities of Users who perform transactions related to a Service or Services; and to perform transactions related to any Service hereunder. Bank may rely on the Customer's Corporate Resolutions and Schedule B to be a true and correct representation of the Customer's authorizations. (ii) The Customer shall develop and maintain a list of the Customer's employees authorized to perform any of the transactions required by the Customer under the Agreement and naming those individuals who are authorized to act on behalf of the Customer with respect to the Service (the "Users"). If Bank requests, the Customer agrees to deliver to Bank its list of Users and the Service or Services for which they are authorized to perform transactions. **(iii) THE CUSTOMER AGREES THAT IN THE EVENT THE CUSTOMER DESIRES TO NAME ADDITIONAL AUTHORIZED ADMINISTRATORS OR REMOVE THE AUTHORITY OF AN EXISTING AUTHORIZED ADMINISTRATOR, THE CUSTOMER MUST PROVIDE BANK WITH WRITTEN INSTRUCTIONS ADVISING BANK OF THE CHANGE IN AUTHORITY SIGNED BY A PERSON NAMED AS AN AUTHORIZED SIGNER ON THE MOST CURRENT OR CORPORATE RESOLUTION. THE CUSTOMER AGREES THAT BANK WILL RELY ON THE MOST CURRENT CORPORATE RESOLUTION AND SCHEDULE B SUPPLIED BY THE CUSTOMER AND, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, BANK SHALL HAVE NO LIABILITY FOR UNAUTHORIZED ACTIONS TAKEN OR TRANSACTIONS PERFORMED BY THOSE INDIVIDUALS NAMED AS AUTHORIZED PARTIES ON THE CURRENT CORPORATE RESOLUTION OR SCHEDULE B OR NAMED AS USERS BY CUSTOMER.**

May 2020

(iv) The Customer understands and agrees that any employees or applicants for employment with Customer who are or may become Authorized Parties or Users, or may otherwise have any responsibility for handling Customer's financial affairs (including processing, writing or receiving checks or electronic transfers, handling account statements or other financial information, conducting Remote Deposit Capture Services such as scanning or storing Original Checks (as defined herein), or creating, transmitting or storing Substitute Check images, or acting otherwise regarding Customer's financial affairs) has been asked specifically whether they have ever been convicted of a felony, that a thorough background check of such employee or applicant has been conducted, that a system of reasonable financial controls is in place and that the Customer has instituted a program that encourages Customer's employees to report fraudulent or dishonest activities to Customer's management.

6. Security Procedures; Customer's Data Security Obligations; Limitation on Liability; Responsibility for Loss.

(a) Security Procedures under the Agreement. Where required for any Service, Bank and the Customer will agree in writing to one or more security procedures ("Security Procedures") that must be used by Bank and the Customer in connection with the Service(s). Security Procedures offered by Bank are described herein and in Bank's Deposit Account Agreement. As part of the Security Procedures, Bank may employ various authentication technologies. As part of Bank's Business Online Banking Services for business Customers, Bank employs various security and authentication technologies to ensure that Authorized Parties and Users are communicating directly with Bank, and also to ensure that the Customer's computer is communicating with a legitimate Bank computer. Such Bank authentication procedures and technologies include, but are not limited to, use of Customer Business Online Banking Services User IDs, passwords and other "Additional Authentication Information" ("AAI") that Bank may require Customers to provide at Bank's sole discretion. Such AAI is required as a component of various Business Online Banking Services authentication procedures that Bank may employ, including, but not limited to, security questions and responses and/or use of other hardware-based and software-based security and authentication tools, programs and procedures. The Customer is responsible for the establishment and maintenance of its internal procedures reasonably adapted to insure the confidentiality and security of Security Procedures. **CUSTOMER UNDERSTANDS AND AGREES THAT CUSTOMER WILL BE RESPONSIBLE FOR MAINTAINING SECURITY AND CONTROL OVER ALL USER IDS AND PASSWORDS OF THE CUSTOMER'S AUTHORIZED PARTIES AND USERS, AND SHALL USE SECURITY FOR SUCH ITEMS COMPARABLE TO THE SECURITY AND CONTROL CUSTOMER WOULD USE FOR CASH, OR A MECHANICAL CHECK-SIGNING MACHINE, BUT IN NO EVENT LESS THAN REASONABLE SECURITY**

AND CONTROL UNDER THE CIRCUMSTANCES. If the Customer or its employees or agents have reason to believe that any Security Procedure has or may have become known by unauthorized persons (whether or not employed by the Customer), the Customer shall immediately notify Bank by telephone and confirm such oral notification in writing to Bank within twenty-four (24) hours of the oral notification. Bank will replace the Security Procedures in accordance with Bank's standard security requirements related to the applicable Service(s). To the maximum extent permitted by applicable law, the Customer will be solely liable for all transactions, including funds transfer instructions and other communications, initiated before Bank has received such notification and has had a reasonable opportunity to act on such notification. Bank reserves the right to change any or all of the Security Procedures offered and/or used at any time by giving oral or written notice to the Customer. The Customer agrees that its use of the related Service or Services after Bank provides notice of such changes constitutes Customer's acceptance of the new Security Procedures. The Customer acknowledges that the purpose of Security Procedures is to authenticate the identity of the person initiating the action, not to detect errors in any transmission or content. Bank is not agreeing to any security or other procedure for the detection of errors. The Customer represents that for the Service or Services it requests, it considers the Security Procedures to be commercially reasonable with respect to the size, type, and frequency of funds transfers it anticipates issuing and the information which will be transmitted.

(b) Customer's Data Security Obligations. With regard to obtaining any Services under this Agreement, Customer must comply with the Computer (as defined herein) hardware, software, and Security Procedures requirements as set forth in these General Provisions and as set forth in any Service Specific Provisions or any supplemental information and/or instructions provided by Bank. "Computer" means, collectively, the equipment and software (including web browser software) that allows Customer to access the Internet. Bank reserves the right as encryption technology develops to impose further reasonable requirements to maintain the appropriate level of security for the Services and transactions contemplated hereunder and the Customer agrees to abide by such requirements. Furthermore, the Customer understands and acknowledges that if Customer does not follow commercially reasonable hardware, software, physical access and physical storage security procedures regarding any Customer-owned Data (defined herein), including such data containing the sensitive personally identifiable information ("PII" as defined herein) of any individual, the security of Customer's transactions and/or Customer-owned Data (including sensitive PII) may be compromised. "Personally identifiable information" means information that can be used on its own or with other information to identify, contact, or locate a single person, or to identify an individual in context, and includes, but is not limited to, (i) "nonpublic personal information" as such term is

defined under the Gramm-Leach-Bliley Act of 1999 (Public Law 106-102, 113 Stat. 1138) as amended from time to time (the "GLBA") and the regulations promulgated thereunder, and (ii) "personal information" as defined in applicable state data privacy laws, rules and regulations. Customer understands, acknowledges and agrees that installation, maintenance and operation of Customer's Computer (hardware and software) and related security procedures, including, but not limited to, data security protection, firewalls and anti-virus software, is the Customer's sole responsibility, and that Customer is solely responsible for securing, encrypting, protecting and otherwise safeguarding the Customer-owned Data.

(c) Limitation on Liability.   Customer understands, acknowledges and agrees that Bank is not responsible for any loss or damages resulting from any errors or failures of the Customer's Computer or data processing systems, including, but not limited to any computer virus or malware attack (such as a keystroke logging program or similar malware), any attack by a person attempting or actually gaining unauthorized access to Customer-owned Data, or any Internet-related problems that may be associated with the Customer's access and use of the Services.

(d) Serious Potential Threat to Customer's Business; Notification to Bank. Customer acknowledges and agrees that the threat of fraud resulting from theft of electronic data is a serious potential threat to Customer's business and, accordingly, Customer will take all reasonable steps to make certain that its Computers and data security systems are protected from unauthorized access or use, and in an event of any unauthorized access or use, Customer will take all reasonable steps to immediately inform Bank of the security breach.

(e) Responsibility for Loss. If, despite Customer efforts, Customer suffers any damage or loss as a result of Customer's failure to comply with its data security obligations, regardless of whether such damage or loss results from the activities of Customer's employees, agents, subcontractors or any unaffiliated third party, any such loss or damage shall be the sole responsibility of Customer.

7. Business Days; Posting; Funds Availability.

(a) Business Days.   Any day on which a majority of Bank's offices are open to the public for conducting substantially all business functions shall be a "Business Day"; provided, however, that Saturdays, Sundays and federal holidays are not Business Days even if a majority of Bank's offices are open.

(b) Posting.   Transactions (such as deposits, funds transfers, instructions and entries) related to any Service will be posted to the applicable Deposit Account in accordance with Regulation CC regarding funds availability as provided for in the Deposit Account Agreement. Bank may change any cutoff deadline at any time by giving notice, as required by law, of the change to the Customer.

(c) Funds Availability. Any funds transferred pursuant to a transaction hereunder will be available for withdrawal or advance as provided for in Bank's then current Schedule of Funds Availability, as amended from time to time, and in accordance with applicable law.

8. Honoring Transactions and Instructions; Furnishing Information.

(a) Generally.   Bank will honor the Customer's transactions and instructions (including adjustments and cancellations) only when the Customer has complied with the Agreement. Bank will be under no obligation to complete any transaction or instruction that: (i) exceeds the Customer's collected or available funds on deposit with Bank, even if Bank has done so in the past; (ii) is not in accordance with any condition requested by the Customer and agreed to by Bank; (iii) Bank has reason to believe may not be authorized by the Customer; (iv) involves funds subject to a hold, dispute or legal process preventing their withdrawal; (v) violates, in the opinion of Bank, any provision of any present or future risk control program of the Federal Reserve or any other applicable federal or state law; (vi) does not comply with any other requirement stated in the Agreement or any Bank policy, procedure or practice; and/or (vii) for the protection of Bank or the Customer, Bank has reasonable cause not to honor.

(b) Insufficient Account Balances for Service(s). When a Service requires the Customer's Deposit Account(s) to contain sufficient, good, collected, and available funds to cover the Customer's obligations for the required Service, the Customer agrees to maintain sufficient, good, collected, and available funds in those accounts from which the funds are to be withdrawn or transferred. If there are insufficient funds in the designated Deposit Account to cover the required withdrawal(s), transfer(s), or related fees, except as specifically modified in an applicable implementation document, Bank may: (i) withhold the Service; (ii) in its sole discretion, elect to dishonor any item or transaction that creates a negative balance and has no duty to notify the Customer prior to dishonoring any overdraft, even if Bank has paid overdrafts on behalf of the Customer in the past; (iii) in its sole discretion, provide the Service, and the Customer agrees to pay Bank promptly or on demand the amount of overdraft and any fees or other costs; and/or (iv) require the Customer to pre-fund transactions prior to settlement date or effective date. Bank may, in its sole discretion, on occasion provide a Service against insufficient, good, collected and available funds in Deposit Account(s), but Bank is not obligated to do so, and any action by Bank of this nature will not constitute an obligation by Bank to provide the Service in the future.

(c) Data File Retrieval and Delivery. Bank provides a data file exchange facility for Customers, which is intended to ensure a convenient, reliable and efficient means to obtain various informational data files and reports from Bank, or deliver instructional data files to Bank for processing and handling. This data file exchange facility makes it possible for a Customer, the Customer's agent, or a third party authorized by Customer to obtain

Page 6

specific Demand Deposit Account activity information as well as a means for a Customer, their agent or third party authorized by Customer to provide instructions to Bank in conjunction with various Services provided by Bank. To support this data file exchange facility, Bank makes use of an accepted data communication convention, File Transfer Protocol ("FTP"), which prescribes the manner in which files containing data are to be exchanged between computers using the Internet's transmission control protocol/Internet protocol ("TCP/IP") functionality. Bank allows Customer to choose among certain options for communicating with Bank's FTP external server for retrieval and delivery of data files. Access to Bank's FTP external server may require that the Customer, their agent or a third party authorized by Customer, utilize the Customer's User ID, and/or password (both of which are assigned by Bank), or any AAI, and Bank may further require that public encryption keys be exchanged between Customer (or their agent or third party authorized by Customer), and Bank, depending upon the communication option selected. Also, certain communication options will require Customer, their agent or third party authorized by Customer to furnish Bank with the TCP/IP address from which a FTP communication session will originate. In addition to the general testing obligations set forth in Section 5(b) above, when Customer selects a particular communication method, Bank and Customer shall cooperate in testing data file exchange by such communication method, and if the testing process is completed satisfactory to Bank, then such communication method will be used. If, however, the testing process for a particular communication method is not completed satisfactory to Bank, then Customer must choose a different communication method that must also meet with Bank's testing and approval as stated above. Once a particular communication method has been successfully tested satisfactory to Bank's requirements and approved by Bank, then Bank and Customer will commence exchange of data files using such communication method. When incoming data files are delivered to Bank by Customer (or by Customer's agent or third party authorized by Customer), the data files will reside in a secure folder on Bank's FTP external server until such files are relocated internally by Bank for processing.

9. Oral Instructions.

At Bank's option, Bank may honor the Customer's oral instructions regarding Service(s). The Customer agrees that Bank may in good faith rely on any such oral instructions, which purport to come from the Customer (including any Authorized Party or User) or the Customer's agent without independent verification by Bank unless Security Procedures require otherwise.

10. Erroneous Instructions.

CUSTOMER AGREES THAT TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, BANK WILL NOT BE LIABLE FOR ANY INSTRUCTION, FUNDS TRANSFER ORDER, AMENDMENT OR CANCELLATION, OR ANY LOSS ARISING THEREFROM, ERRONEOUSLY TRANSMITTED BY THE CUSTOMER OR ANYONE AUTHORIZED BY THE CUSTOMER HEREUNDER OR CONTAINING AN ERROR IN CONTENT AS PROVIDED BY THE CUSTOMER OR ANYONE AUTHORIZED BY THE CUSTOMER HEREUNDER, REGARDLESS OF WHETHER BANK FOLLOWED THE SECURITY PROCEDURES AGREED UPON HEREIN OR ANY APPLICATION HERETO.

11. Inconsistent Name and Identifying Number.

If any funds transfer instruction by the Customer describes the intended recipient of funds inconsistently by name and account number, the Customer agrees that payment by the receiving bank (which may be Bank) may be made on the basis of the account number alone even if that account is not owned by the person or entity named in the funds transfer instruction. If any funds transfer instruction identifies an intermediary bank or the payee's bank inconsistently by name and identifying number, the Customer agrees that Bank may rely solely on the identifying number as the proper identification of the intermediary bank or the payee's bank even if it identifies a bank different from the bank the Customer identified by name. To the extent permitted by applicable law, the Customer acknowledges and agrees that its obligation to pay Bank the amount of the funds transfer pursuant to a funds transfer instruction will not be excused in any circumstance described in Section 10 above and that the Customer will reimburse Bank for any losses or expenses Bank incurs as a result of Bank's reliance on the identifying number provided in the funds transfer instruction.

12. Account Holder's Liability for Funds Transfers.

The Customer agrees to be bound by any funds transfer, amendment or cancellation to a funds transfer issued in the Customer's name and received by Bank, whether or not authorized, if Bank accepts the funds transfer, amendment or cancellation in good faith and in compliance with the Security Procedures agreed to herein. In the event that a funds transfer is unauthorized but effective pursuant to the Security Procedures agreed to herein, Bank is entitled to enforce or retain payment for the funds transfer from the Customer unless the Customer can prove that the funds transfer was not caused, directly or indirectly, by a person (i) entrusted at any time with duties to act on the Customer's behalf with respect to such funds transfer or the Security Procedures; or (ii) who obtained access to the Customer's transmitting facilities or who obtained, from a source controlled by the Customer and without authority of Bank, information facilitating breach of the Security Procedures, regardless of how the information was obtained or whether the Customer was at fault.

13. Account Reconciliation and Reporting of Discrepancies.

(a) Generally. The Deposit Account statements provided to the Customer by Bank will notify the Customer of (i) the execution of funds transfers and all debits or credits to accounts of the Customer held by Bank resulting from

transactions pursuant to the Agreement; and (ii) amounts debited by Bank from the account(s) for payment of fees for the Services hereunder or other charges pursuant to the Agreement. The Customer agrees that Bank will not be required to provide any other notice to the Customer of the execution of any funds transfers, debits, credits or charges.

(b) Notification of Discrepancies. Customer agrees to promptly report to Bank any discrepancies between the Customer's records and Bank's records and/or Deposit Account statements and any relevant facts pertaining to potentially unauthorized or erroneous funds transfers of any kind. (i) For funds transfers, such report should be made within thirty (30) calendar days from the date the Customer receives notice from Bank that the funds transfer was processed or that the Customer's account was debited with respect to the funds transfer. The Customer's failure to notify Bank of any such discrepancies may result in the Customer forfeiting any interest potentially due on the amount of the unauthorized or erroneous funds transfer due to Customer's failure to provide notification within thirty (30) days as stated herein. (ii) For all ACH transactions that are believed to be unauthorized or erroneous, such report should be made no later than one (1) Business Day following the date of the unauthorized or erroneous entry so that Bank can return the item to the Originating Depository Financial Institution (the "ODFI") within the two (2) Business Day period required under NACHA Rules. Failure to do so for debits against an account will preclude Bank from returning the transaction through the ACH system and re-crediting the account. At the Customer's request, Bank will go outside the ACH system and request a credit from the ODFI based on a violation of the ODFI's warranty that the transaction was authorized.

(c) Foreign Currency Exchange Conversions. Bank assumes neither risk of loss nor any liability, which any person (including the Customer) may suffer by reason of foreign currency exchange conversions. Any gains resulting from foreign exchange conversion in connection with any Customer transaction pursuant to any Service hereunder shall inure to the Customer.

14. Settlement of Obligations.

To the fullest extent permitted by applicable law, the Customer authorizes Bank to obtain payment of the Customer's obligations to Bank under the Agreement from time to time by (i) initiating debit or credit transfers to any of the Deposit Accounts; or (ii) deducting the payment from the amount of any bank transfer. Such obligations include, without limitation, fees owed to Bank, in conjunction with any of the Services or otherwise, and settlement for funds transfers initiated pursuant to the Agreement. At the time any Deposit Account is closed (whether by the Customer, by Bank, or otherwise) or any Service is terminated (whether by the Customer, by Bank, or otherwise), the Customer agrees that all such fees and other obligations will be immediately due and payable to Bank, and the Customer authorizes Bank to withhold the amount of any such fees and other obligations from any Deposit Account.

Debiting a Deposit Account or deducting payment from the amount of any bank transfer is not Bank's exclusive remedy under this or any other section of the Agreement, and Bank will not be deemed to have made an election of remedies by making any such debit or deduction on any one or more occasions.

15. Cooperation in Loss Recovery Efforts.

Except as otherwise stated in the Agreement, in the event of any damages for which Bank or the Customer may be liable to the other or to a third party with respect to the Service(s), Bank and the Customer will undertake commercially reasonable efforts to cooperate with each other (as permitted by applicable law) in performing loss recovery efforts and in connection with any action(s) that the relevant party may be obligated to defend or elect to pursue against a third party.

16. Fees.

(a) Generally. Bank reserves the right to change any fee schedule at any time and from time to time. Applicable fees do not include, and the Customer will be solely responsible for payment of any sales, use, excise, value added, utility tax, or tariffs relating to the Service(s) provided hereunder, and for all telephone charges, internet access service charges, tolls, tariffs, and other costs for Business Online Banking Services initiated by the Customer or the Customer's authorized users.

(b) Payment of Fees. Any amount(s) due Bank for the Service(s) as determined by Bank's account analysis system will be charged as a direct fee debited to the Customer specified Deposit Account. If the Customer specified Deposit Account has insufficient funds to pay any amount due, Bank may debit any Deposit Account maintained by the Customer at Bank. If there are no Deposit Accounts at Bank with sufficient funds to cover the amount due Bank, the Customer agrees to pay such amounts directly to Bank upon demand. The Customer also agrees to reimburse Bank for any actual expenses Bank may incur to effect, administer or revoke any Service(s). In the event any fees or taxes are owed to Bank and are not paid, Bank shall have no obligation to execute any Service for the Customer, or to continue any Service(s) previously provided to Customer.

17. Use of Third Parties.

(a) Bank's Use of Third Parties. Bank's ability to provide certain Services depends on its ability to provide access to third party networks and other third party services. In the event Bank determines, in its sole discretion, that it is unable to provide third party network or services access, Bank may discontinue the related Service or may provide the Service through an alternate third party network or service, and shall have no liability for the unavailability of such Service.

(b) The Customer's Use of Third Parties. The Customer shall notify Bank in writing as specified in Section 4(e) of the name of any third party whom it hires, employs, or to whom it delegates its duties or responsibilities under the Agreement, before that third party initiates any

transaction or performs an obligation authorized or required under the Agreement. The Customer agrees that it shall be solely responsible for all acts of any such third party. The Customer shall provide information including financial information which Bank may, in its sole discretion, require from time to time regarding any third party vendor which the Customer hires, employs, or retains in any manner, to initiate transactions or assume any of the Customer's duties under the Agreement. The Customer understands and agrees that because of the risks involved in certain of the Services that the Customer may utilize, Bank may refuse, in its sole discretion, to provide such Services to the Customer if the third party retained by the Customer does not meet Bank's qualification criteria. Bank's acceptance of any third party retained by the Customer based on Bank's qualification criteria is not a representation or warranty by Bank regarding the fitness of the third party's capabilities or financial condition, nor is such acceptance by Bank an endorsement of any third party's ability to perform the third party services for Customer. The Customer agrees that it shall not allow any third party to use any Service hereunder or to process any third party's transactions pursuant to the Services hereunder through the Customer or its accounts without Bank's prior written consent.

18. Courier Agreements.

The Customer may utilize a courier to conduct transactions pursuant to the Agreement. In so doing, the Customer agrees at all times and in all respects, regardless of the source of payment for the courier services, that (i) the courier is the agent of the Customer and not Bank; (ii) Bank makes no representations or warranties regarding any courier, and assumes no responsibility with respect to any services performed or promised by any courier; and (iii) the Customer assumes all risk of loss (including loss or theft by third parties or employees of the Customer or the courier) prior to Bank's acceptance of such transactions from the courier and subsequent to the courier's acceptance of transactions from Bank. The Customer agrees that the Customer and the courier will be responsible for all loss recovery procedures and processes, although Bank may undertake commercially reasonable efforts to facilitate loss recovery.

19. Proprietary Property.

The Customer acknowledges and agrees that all trademarks, trade names, service marks, copyrights, programs, specifications, software, systems designs, applications, routines, techniques, enhancements, software codes, test keys, security devices, Security Procedures, documentation, manuals, ideas and formulas (collectively, referred to herein as the "Bank Proprietary Property") utilized or developed and provided by Bank in connection with the Agreement and the Services provided hereunder, whether online via Bank's web site or otherwise, are proprietary property of Bank having great commercial value to Bank. The Customer shall have no ownership interest in Bank Proprietary Property or other rights related thereto, and the Customer agrees to keep Bank Proprietary Property

confidential at all times. The Customer may use Bank Proprietary Property only for the purposes for which it was provided by Bank and shall notify Bank immediately of any breach of this section of which it becomes aware. Bank may require the Customer to license specific software in order to receive a particular Service. Unless agreed to the contrary between the parties with regard to certain Services, with such agreement approved by Bank in Bank's sole discretion, upon termination of the Agreement or any applicable Service, such license in Bank's Proprietary Property and any licensed software shall automatically expire and the Customer agrees to immediately cease using any Bank Proprietary Property and any licensed software relating to the Service or Services effected by such termination. Additionally, and unless contrary to prior agreement regarding the software, the Customer agrees to erase any software comprising Bank Proprietary Property and relating to the Service or Services terminated to the extent such software is stored in the Customer's computers, and, at the request of Bank, to return all copies of all items relating to Bank Proprietary Property which are in the possession of the Customer. Alternatively, and at Bank's option, the Customer will destroy all copies of all items relating to Bank Proprietary Property which are in the possession of the Customer and, upon request from Bank, provide written certification to Bank that such destruction has occurred.

20. Confidentiality.

The Customer and Bank each agree that all information concerning the other party or parties which comes into its possession in connection with any Service and/or the performance of the Agreement including, but not limited to, software licensed to the Customer by Bank, user guides, and Security Procedures including security access codes, keys, PINs, template numbers, or any other AAI, will be maintained as confidential and shall not be used or divulged to any other party except as may be appropriate to enable Bank to provide the Service or as required by applicable law. The Customer agrees that Bank may share any information concerning the Customer's accounts and account transactions with any of Bank's affiliates, subsidiaries, parent Customer or service providers and to the extent Bank determines necessary, with the Customer's third party processor(s), and state or federal regulators, bank examiners or auditors.

21. Customer Records; Ownership of Data; Response to Data Security Breach Incidents; Responsibility for Loss.

(a) Customer Records. The Agreement will not relieve the Customer of any obligation imposed by law, contract, or otherwise regarding the maintenance of records or from employing adequate audit, accounting and review practices. The Customer shall retain and provide to Bank upon request all information necessary to remake or reconstruct any deposit, transmission file, or entry for at least thirty (30) Business Days, or longer as set forth in a separate Service Provision, following receipt by Bank of the deposit, transmission file, entry, or other order

affecting any of the Customer's account(s); provided, however, that Bank's records, kept in the ordinary course of business, will be presumed to accurately reflect the contents of the Customer's instructions to Bank and, in the absence of manifest error, will be binding and conclusive.

(b) Ownership of Data. The parties understand, acknowledge and agree that all data provided by Customer to Bank (including, but not limited to, electronic images of Substitute Checks retained on any Processing Equipment, Processing Software, or any other processing equipment or software (including Customer's Computer) used by Customer in conjunction with Remote Deposit Capture Services), and all data produced, compiled or otherwise provided by Bank to Customer, in any form or format, is the sole and exclusive property of Customer and copies thereof shall be provided to Customer at Customer's request from time to time and at any time ("Customer-owned Data"). Once Customer-owned Data is delivered by Bank to Customer, retrieved by Customer from Bank, or otherwise created as a by-product of a transaction between Customer and Bank and retained by Customer, such Customer-owned Data is solely within Customer's possession and control.

(c) Response to Data Security Breach Incidents. As stated in Section 6 above, Customer has the sole responsibility for security and protection of Customer-owned Data. In the event of any security breach incident involving any potential or actual unauthorized access or acquisition of Customer-owned Data (*e.g.* computer hacking, virus attack, or theft or loss of any equipment containing Customer-owned Data), it is Customer's sole responsibility to determine whether Customer has the obligation, under applicable law, to notify potentially affected individuals whose sensitive PII may have been compromised by the security breach incident. Customer must conduct, at its sole cost and expense, any audit and forensic investigation of such security breach incident. Customer bears the sole responsibility for any and all costs of complying with required data breach notifications to individuals, credit bureaus and/or governmental entities as required by applicable law, and any and all costs for credit report monitoring or fraud monitoring associated with such security breach incident.

(d) Responsibility for Loss. If, despite Customer efforts, Customer suffers any damage or loss as a result of any unauthorized access or data security breach (*e.g.* computer hacking, virus attack, or theft or loss of equipment or other information containing Customer-owned Data), and regardless of whether such unauthorized access or breach results from the activities of Customer's employees, agents, subcontractors, or any unaffiliated third party, any such loss or damage shall be the sole responsibility of the Customer.

22. Representations and Warranties by Customer.

For purposes of this Section 22 and the Agreement, the following definitions apply:

"Affiliate" means a person who controls, is controlled by, or is under common control with another person.

"Organization" includes, but is not limited to, a corporation, limited or general partnership, limited liability partnership or limited liability limited partnership, limited liability company, business trust, real estate investment trust, cooperative, association, or other organization, regardless of whether the organization is for-profit, nonprofit, domestic or foreign.

"Parent" means an organization that, directly or indirectly through or with one or more of its subsidiaries: (a) owns at least 50 percent of the outstanding ownership or membership interests of another organization; or (b) possesses at least 50 percent of the voting power of the owners or members of another organization.

"Person" includes a corporation, organization, government or governmental subdivision or agency, business trust, estate, trust partnership, association and any other legal entity.

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

"Subsidiary" means an organization for which another organization, either directly or indirectly through or with one or more of its other subsidiaries: (a) owns at least 50 percent of the outstanding ownership or membership interests of the organization; or (b) possesses at least 50 percent of the voting power of the owners or members of the organization.

The Customer represents, warrants and agrees that (i) the execution, delivery and performance by the Customer under the Agreement are within the Customer's powers, have been duly authorized by all necessary action and do not contravene the Customer's governing documents (if any) or any law or contractual restrictions; (ii) no authorization, approval or other act, and no notice to or filing with any governmental authority or regulatory body is required for the execution, delivery and performance by the Customer of the Agreement; (iii) the Agreement constitutes the legal, valid and binding obligation of the Customer and that the Agreement is enforceable against the Customer in accordance with the terms of the Agreement; (iv) no information furnished by the Customer to Bank in connection with the Agreement is inaccurate in any material respect, contains any material misstatement of fact, or omits any fact necessary to make such statements not misleading, as of the date it is dated, or if not dated, the date it is given to Bank; and (v) the Customer has not been induced to enter into the Agreement by any representations or statements, oral or written that have not been expressly incorporated herein by reference. The Customer agrees to deliver to Bank, upon execution of the Agreement and at any time upon Bank's request, a certified copy of a duly adopted resolution, unanimous consent or other similar corporate document or official record authorizing the execution of Schedule B and Agreement and the granting of authority to the person(s) identified therein.

May 2020

In addition, in the event that Customer desires to obtain any Services under this Agreement for any of Customer's Related Entities, as Customer shall list such Related Entities in Schedule A or any addendum, exhibit or schedule used in connection with this Agreement, the Customer makes the following additional representations and warranties to Bank each time that Customer lists a Related Entity that is authorized to obtain Services under this Agreement: (x) if Customer is a Parent of any Subsidiary Related Entity listed, that Customer is authorized under applicable governing documents to exercise both the voting power and equity of the Related Entity, and that no third party holds any veto power or approval right over (A) Customer's ability to appoint a majority of the directors, managers or other members of the Related Entity's governing body, (B) Customer's ability to determine the Related Entity's strategy and direction, or (C) Customer's ability to bind the Related Entity to this Agreement; (y) if Customer is a Subsidiary of any Parent Related Entity listed, that Customer has been duly authorized by the Parent to enter into this Agreement, to bind the Parent to this Agreement and to take all necessary actions to obtain Services under this Agreement, and that no third party holds any veto power or approval right over Customer's ability to fulfill Customer's obligations under this Agreement; (z) if Customer is an Affiliate of any Affiliate Related Entity listed, that Customer is duly authorized by its governing documents, or by actions of the Affiliate Related Entity, to enter into this Agreement, to bind the Affiliate Related Entity to this Agreement, and to take all necessary actions to obtain Services under this Agreement, and that no third party holds any veto power or approval right over Customer's ability to fulfill Customer's obligations under this Agreement.

23. Compliance with Laws.

Bank and Customer each agree to comply with provisions of all applicable federal, state, county or municipal laws, regulations or ordinances, and shall be responsible for obtaining any and all authorizations from any applicable governmental authority that may be required for the party to perform hereunder. Furthermore, both parties agree to comply with applicable federal and state privacy laws and anti-money laundering laws. Customer agrees that it shall not use any Services, including Remote Deposit Capture Services, in any manner that is designed or has the effect of violating or evading any laws with regards to currency controls, money laundering or banking secrecy.

24. Limitations of Liability.

(a) Generally. To the extent permitted by law, and except for the remedies provided expressly herein for breach of the Agreement, the Customer agrees that Bank will have no liability whatsoever for any loss, damage, or claim (collectively, a "Claim") arising out of the performance of or non-performance of any Service in accordance with the terms of the Agreement, **EVEN IF SUCH CLAIM ARISES, IN WHOLE OR IN PART, FROM BANK'S NEGLIGENCE**, but excluding any claim arising from Bank's gross negligence or willful

misconduct. Bank's duties and responsibilities to the Customer are strictly limited to those described in the Agreement, except with respect to any provisions of the law which cannot be varied or waived by agreement. **TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, BANK WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF REVENUE OR ANTICIPATED PROFITS) OR FOR ANY INDIRECT LOSS THAT THE CUSTOMER MAY INCUR OR SUFFER IN CONNECTION WITH THE SERVICES PROVIDED HEREUNDER (EVEN IF BANK HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES), INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES**. Any third party service provider used by Bank is an independent contractor and not Bank's agent. **TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, BANK AND ITS AFFILIATES AND SUPPLIERS MAKE NO WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, ABOUT ANY OF THE SERVICES, ANY PROCESSING EQUIPMENT OR ANY PROCESSING SOFTWARE DESCRIBED IN THIS AGREEMENT, AND HEREBY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT.** To the fullest extent permitted by applicable law, and without limiting the generality of the foregoing, Bank shall not be liable at any time to the Customer or any other person or entity for loss, charge, fee, penalty, expense or other damage resulting from any failure or delay of the performance of Bank's responsibilities under the Agreement which is caused or occasioned by any act or thing beyond Bank's reasonable control, including, without limitation, legal restraint, interruption of transmission or communication facilities, equipment failure, electrical or computer failure, war, emergency conditions, acts of God, fire, storm, or other catastrophe, or inability to obtain or delay in obtaining wire services, Internet access, electronic transfers, or electronic file exchange, or refusal or delay by a service provider or another bank or financial institution. In addition, Bank shall be excused from any failure or delay in executing a transaction hereunder, if such execution would result in the violation of any applicable state or federal law, rule, regulation or guideline. To the fullest extent permitted by applicable law, the Customer agrees that Bank shall not have any liability whatsoever for any loss caused by the act, error, or omission of the Customer or any other person, including, without limitation, any service provider, any Internet access service provider, any federal reserve bank or transmission or communications facility or any intermediary or receiving financial institution, and no such person shall be deemed Bank's agent. The Customer understands and agrees that the fees charged for the performance of the Service(s) have been established in contemplation of these limitations on liability.

(b) Statute of Limitations. The Customer agrees that any Claim, action, suit or proceeding against Bank for damages resulting in any respect from its acts or omissions in its performance of the Service(s) hereunder must be brought within two (2) years from the date of Bank's alleged act or omission.

(c) Notification in the Event of Claim. The Customer agrees to immediately notify Bank of any Claim by the Customer, or any Claim that is made to the Customer by a third party, where an act or omission by Bank in connection with any Service is alleged to have caused the Customer or such third party to sustain any damages.

(d) Other Limitations. The Customer agrees that any Deposit Account(s) it may have at Bank may be subject to additional liability limitations that are described in the Deposit Account Agreement for any such account(s).

(e) Reporting of Errors. The Customer acknowledges that it is not possible for Services provided by Bank hereunder to be free of operator, program or equipment error, and that errors in processing and compiling account data may occasionally occur, requiring adjustments. As such, the Customer agrees to review and verify all results and to maintain adequate controls for insuring both the accuracy of data transmissions and the detection of errors. Unless otherwise required by law, Bank's sole responsibility for reporting errors caused by it will be to reprocess information and reports for the applicable period in question and to submit corrected reports at its own expense to the Customer.

25. Indemnification.

TO THE EXTENT PERMITTED BY LAW, THE CUSTOMER AGREES TO INDEMNIFY, DEFEND, RELEASE AND HOLD HARMLESS BANK AND ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS, INDIVIDUALLY AND COLLECTIVELY, FROM AND AGAINST ANY DAMAGE, LOSS, OR LIABILITY, INCLUDING WITHOUT LIMITATION FINES, PENALTIES, REASONABLE ATTORNEYS' FEES AND COURT COSTS (COLLECTIVELY, A "LOSS") WHICH RESULT, DIRECTLY OR INDIRECTLY, FROM BANK'S PROVIDING SERVICES TO THE CUSTOMER HEREUNDER, EVEN IF SUCH LOSS ARISES, IN WHOLE OR IN PART, FROM BANK'S NEGLIGENCE, BUT EXCLUDING ANY LOSS ARISING FROM BANK'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, UNLESS OTHERWISE EXPRESSLY PROVIDED IN THE AGREEMENT OR THE APPLICABLE DEPOSIT ACCOUNT AGREEMENT.

26. Specific Performance.

The Customer agrees that money damages may not be sufficient remedy for any breach of the Agreement and that Bank shall be entitled to specific performance in addition to any other remedies, at law or in equity, as a remedy for any breach.

27. Termination.

(a) By Bank With Cause. Bank may, in its sole discretion, terminate the Agreement in its entirety or with respect to one or more specified Service(s) effective immediately if: (i) the Customer fails to maintain adequate collected and available balances to cover all transactions, costs and expenses relating to one or more Service(s); (ii) there is an occurrence of a material change in the Customer's credit and/or risk analysis criteria as determined by Bank in its sole and absolute discretion; (iii) Bank at any time determines that the Customer or the Customer's third party vendor does not meet Bank's risk or other qualification requirements; (iv) Bank discovers any willful misconduct (including but not limited to writing or knowingly passing bad checks, or types of fraudulent activity) on the part of Customer or any other party with respect to electronic images submitted by Customer if Customer utilizes Bank's Remote Deposit Capture Services or originated electronic entries if the Customer utilizes Bank's ACH Origination; (v) the Customer is in default of any terms of a Service Specific Provisions of this Agreement where such default gives Bank the right to terminate, immediately or otherwise, the Agreement or a specific Service; (vi) the Customer has selected a particular Service, but Customer has not used such Service for a period of time deemed to constitute an inactive Service by Bank (in Bank's sole discretion); or (vii) the Customer is in default of any terms of the Agreement or any other agreement with Bank. In any of these events, Bank's sole obligation shall be to provide notice of its termination of the Agreement to the Customer as soon as is commercially reasonable.

(b) By Either Party for Any Reason. Either party may terminate the Agreement, with or without cause, in its entirety or with respect to one or more specified Service(s) at any time, upon thirty (30) days written notice to the other of its intent to do so.

(c) Rights and Responsibilities Upon Termination. In the event of termination of the Agreement or any Service hereunder, the rights and responsibilities of the parties shall continue through any applicable settlement period including the Customer's responsibility to pay Bank for Service(s), and, to the extent Bank may require a Reserve Account (as defined in the ACH Service Specific Provisions below), to maintain a Reserve Account as otherwise stated in this Agreement, with respect to transactions processed prior to the effective date of termination. If this Agreement, or any Service, is terminated by Bank, Bank may accelerate all amounts due and to become due under this Agreement, and the Customer shall promptly make full payment to Bank of all amounts due and amounts incurred under this Agreement. If the Customer utilizes the Remote Deposit Capture Services, termination of this Agreement for any reason shall automatically terminate the limited license to the Processing Software granted in the Remote Deposit Capture Services Section, and Bank has the right to demand immediate return of the Processing Software, the Processing Equipment and all Documentation (as those terms are defined in the Remote Deposit Capture Services Section). In the event

that the Customer fails to immediately return such items upon the written demand of Bank, Bank shall have the authority to enter the premises of the Customer to remove such items.

28. Governing Law; Venue; Jury Trial Waiver; Class Action Waiver.

The Customer and Bank agree that any controversy or Claim between the Customer and Bank, or between the Customer and any of the officers, employees, agents, or affiliated companies of Bank, arising out of or relating to the Agreement, or any of the transactions contemplated under the Agreement, or any of the Services provided pursuant to the Agreement, or any of the discussions or negotiations leading up to the making of the Agreement, or any relationship that results from any of the foregoing, whether based in contract, or an alleged tort, or on any other legal theory, and whether asserted as an original or amended claim, counterclaim, cross claim, or otherwise, shall be governed by federal law and all applicable substantive laws of the State of Texas (without regard to its conflict of laws principles), including the Uniform Commercial Code as adopted by the State of Texas (the "UCC"). Bank is located in Texas and that is where the Customer opens the Customer account(s). In addition, Bank is subject to certain federal and state regulations, as well as national and local clearing house rules regarding some of the matters addressed in this Agreement, and Bank must comply with these laws, regulations and rules. The Customer agrees that if there is any inconsistency between the terms of this Agreement and any applicable law, regulation or rule, the terms of this Agreement will prevail to the extent any such law, regulation or rule may be modified by agreement. Venue for the resolution of any disputes under this Agreement shall be in the state or federal courts located in Taylor County, Texas. **AS PERMITTED BY APPLICABLE LAW, CUSTOMER AND BANK, FOR THEMSELVES AND EACH OF THEIR RELATED ENTITIES, SUCCESSORS AND ASSIGNS, HEREBY IRREVOCABLY WAIVE THE RIGHT TO TRIAL BY JURY OF ALL DISPUTES, CONTROVERSIES AND CLAIMS BY, BETWEEN OR AGAINST EITHER THE CUSTOMER OR BANK WHEN THE DISPUTE, CONTROVERSY OR CLAIM IS TO BE DECIDED BY A COURT. ANY SUCH DISPUTES, CONTROVERSIES, OR CLAIMS SHALL BE RESOLVED BY A JUDGE SITTING WITHOUT A JURY. IF PERMITTED BY APPLICABLE LAW, CUSTOMER AND BANK ALSO WAIVE THE RIGHT TO LITIGATE IN COURT OR AN ARBITRATION PROCEEDING ANY DISPUTE, CONTROVERSY, OR CLAIM AS A CLASS ACTION, EITHER AS A MEMBER OF A CLASS OR AS A REPRESENTATIVE, OR TO ACT AS A PRIVATE ATTORNEY GENERAL.**

29. Attorney's Fees.

If either party named herein brings an action to enforce the terms of this Agreement or to declare rights hereunder, the prevailing party in any such action, on trial or appeal, shall be entitled to his reasonable attorney's fees to be paid by the losing party as fixed by the court.

30. Assignment.

The Customer may not assign all or any part of its rights or obligations under the Agreement without Bank's prior express written consent, which may be withheld in Bank's sole discretion. Bank may assign or delegate all or any part of its rights or obligations under the Agreement, including, without limitation, the performance of the Services described herein. The Agreement will be binding on and inure to the benefit of the successors and permitted assigns of either party.

31. No Third Party Beneficiaries.

The Agreement is for the benefit of the Customer and Bank and is not intended to grant, and shall not be construed as granting, any rights to or otherwise benefiting any other person, except as expressly otherwise provided for in the Agreement.

32. Other Agreements; Severability; Construction.

If any provision of the Agreement or of any writing used in connection with the Agreement is unlawful or unenforceable, each such provision or writing will be without force and effect without thereby affecting any other provision hereof. No waiver of the provisions herein shall be effective unless in writing and signed by the party to be charged with such waiver. No waiver shall be deemed a continuing waiver unless expressly so stated in writing. The headings in the Agreement are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in the Agreement should be construed so the singular includes the plural and the plural includes the singular. Any provision that by its terms or operation is designed to survive termination, expiration or cancellation of this Service shall so survive.

II.
SERVICE SPECIFIC PROVISIONS

1. Business Online Banking

(a) <u>The Service</u>. Bank agrees to provide various services and transaction functions to the Customer on selected Customer Deposit Account(s) through Bank's Business Online Banking, Business Online Banking, Mobile Banking, Business Mobile Banking, and other online and mobile-based financial services functions which are now available or may be available sometime in the future ("Online Services"). These Services are provided in accordance with the Online Services Agreement. Eligible accounts include:

> Checking (Demand Deposit) Accounts Savings Accounts
> Money Market Accounts Certificates of Deposit
> Loans

Available functions through Online Services include, but are not limited to, the following:

> View account balances, account details, and specific transaction information
>
> View and download transaction history and account statements
>
> Place a stop payment on a check
>
> Make payments to billers within the United States (Conditions apply)
>
> Send and receive secure communications
>
> Request a change of address
>
> Deposit certain checks using a mobile device (Conditions apply)
>
> Enable or disable debit card transactions and temporarily modify transaction limits
>
> Move money between your eligible and enrolled accounts at Bank
>
> Move funds to registered external accounts
>
> Send domestic and international wire transfers (Conditions apply)
>
> Register to receive automated activity and security alerts via voice, text, or email
>
> Some services may not be available for certain accounts or customers.

(b) <u>Transaction Processing Schedule</u>. An Online Services funds transfer initiated on a Business Day is posted to the Customer's account the same Business Day. External funds transfers completed after 2:00 p.m. Central Time, mobile check deposits completed after 7: 00 p.m. Central Time, and all transfers and stop payments completed on a non-Business Day, will be processed the following Business Day. Account balances and transaction histories reflect activity through the close of the previous Business Day. Transactions that have not been processed may display as pending and may reflect in account balance calculations.

(c) <u>Equipment, Software, and Internet Services</u>. The Online Services can be accessed through Bank's web page at ffin.com. To access the Services online, the Customer must own or have access to equipment and software (including web browser software) that allows the Customer to access the Internet. The Customer is responsible for maintaining equipment the Customer will use to access Online Services including personal computers and mobile devices, and associated operating systems, browsers, virus protection, firewalls, and other software. The Customer is responsible for establishing a connection to the Internet through an Internet service provider, wireless communication service provider, or other telecommunications provider. Browser support is subject to change with little to no notice. Bank encourages the Customer to configure its browser for automatic browser updates. The web browser used by the Customer must meet Bank's security standards, as posted on Bank's website. If the Customer tries to log on with an unsupported browser, the Customer will be redirected to download a new version of an acceptable browser. The Customer understands that if a web browser is used that does not support Bank's security standards, the security of the Customer's transactions related to any Service may be compromised and thus not in compliance with the Security Procedures required by Bank.

(d) <u>E-mail Communications</u>. E-mail sent via the Customer's own software may not be secure. The Customer should not include confidential information, such as account numbers and balances, in normal Internet e-mail to Bank. The Customer agrees to contact Bank electronically only by using the secure messaging capability in Bank's Business Online Banking system. The Customer cannot use e-mail to initiate account transactions. Bank will not be liable for any errors, omissions, claims, or problems of any kind involving the Customer's e-mail.

(e) <u>Location Based Information</u>. If the Customer uses any location-based feature of any of the Online Services, the Customer agrees that its geographic location and other personal information (such as its device ID) may be accessed and disclosed through the application or service. The Customer may turn off location-based features at any time within its mobile device settings. If the Customer wishes to revoke access to such information, the Customer must cease using location-based features of the application or service.

(f) <u>Alerts and Mobile Text Messages</u>. Online Services includes alerts and mobile text messaging capabilities. The Customer agrees that Bank may send messages through the Customer's communication service provider in order to deliver them to the Customer and that the Customer's communication services provider is acting as the Customer's agent in this capacity. Bank may use a telephone number, e-mail address, or other delivery location Bank has in its records for the Customer or other such contact information as the Customer may provide to Bank for these services so that Bank may send the Customer certain information about the Customer's

applicable account. Additionally, the Customer agrees to indemnify, defend and hold Bank harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys' fees) arising from the Customer's provision of a phone number, e-mail address, or other delivery location that is not the Customer's own or the Customer's violation of applicable federal, state or local law, regulation or ordinance. The Customer's obligation under this paragraph shall survive termination of the Agreement.

The alerts and text messages are provided for the Customer's convenience and do not replace the Customer's monthly account statement(s), which are the official record of the Customer's accounts. The Customer understands and agrees that these Services may not be encrypted and may include personal or confidential information about the Customer such as the Customer's account activity or the status of the Customer's account. The Customer also understands that there may be a disruption in service when the Customer changes its communications service provider. Messages may be delayed or impacted by factor(s) pertaining to the Customer's Internet service provider(s), wireless communication service provider, or other parties. Bank will not be liable for losses or damages arising from any disclosure of account information to third parties, non-delivery, delayed delivery, misdirected delivery, or mishandling of, or inaccurate content in, the messages sent through the alerts and text services. The text service is only available to customers who have an enrolled account with Bank, and the Customer may automatically receive certain alerts for enrolled accounts. The Customer is responsible for any and all charges, including, but not limited to, fees associated with text messaging imposed by the Customer's communications service provider. **Message and data rates may apply. Such charges include those from the Customer's communications service provider.** Message frequency depends on user preferences.

(g) Accessing Accounts. The Customer may access any eligible account for which it is an owner. If the Customer desires Services that allow it to initiate payments or transfers from the account, the Customer will need the required withdrawal authority over the account to be able to complete the transaction. By using Online Services, the Customer agrees to maintain one or more accounts with Bank and to keep sufficient balances in any account to cover any transaction and fees that are ultimately approved by or related to the Customer's use of Online Services. The Customer understands and agrees that any one User can initiate transactions (including funds transfers or bill pay transactions) from any of the Customer's accounts using Online Services regardless of whether the User is an Authorized Signer on those accounts and regardless of whether any of those accounts normally require two or more signatures or have other restrictions. The Customer agrees that Bank may consider all such transfers as having been authorized by the Customer.

Authorized Administrators are granted system administrative powers to establish User rights for accounts, authorize and alter rights of any Users over accounts and payment categories, authorize and alter rights to Cash Management Services, and grant or remove Supervisory rights to or from other Users. The Customer acknowledges that Bank has advised the Customer and its assignees of the liabilities created by appointing Authorized Administrators; and agrees that Bank is released from any and all liability for damages, including but not limited to claims for indirect, incidental, special, or consequential damages arising out of or related to the appointment of the Authorized Administrator(s) and the actions, now and in the future, of the Authorized Administrator(s).

The Customer further represents that each individual who has been granted access to Online Services has general authority from the Customer to give instructions to Bank with respect to the Customer's enrolled account upon entry of the Customer's authentication techniques such as User ID, password, PIN, Mobile Authorization Code, and/or authentication token ("Security Device") (including general authority over the movement of the Customer's funds and over accounts with Bank) and that Bank has full authorization from the Customer to rely and act upon instructions from the individual identified by such Security Device. The Customer accepts responsibility for unauthorized access to Online Services with its Security Device by its employees and associates or by third parties. In the event of any conflict between the authority of an individual (including the entitlement to initiate and approve financial transactions on behalf of your business) as evidenced in an account agreement, corporate resolution, power of attorney or other means and that granted through this Agreement (including additional service agreements), the terms of this Agreement shall have precedence.

(h) System Unavailability. Online Services may be unavailable when systems require maintenance or major unforeseen events occur, such as earthquakes, fires, floods, computer failures, interruptions in telephone service, electrical outages, civil unrest or riots, war, or acts or threatened acts of terrorism or other circumstances beyond our control. Bank shall have no liability for interruptions or delays in services due to systems unavailability. When unavailable, the Customer may use Bank's telephone banking system, an ATM, customer contact center or a branch office to conduct its transactions.

(i) Changes to Online Services. Bank may periodically introduce new capabilities to Online Services, or modify or delete existing capabilities. Bank will notify the Customer of these changes if Bank is legally required to do so. By using these Services when they become available, the Customer agrees to the terms contained in this Agreement, any attachments, and subsequent amendments.

May 2020

(j) Security Procedures. The Customer and Bank shall comply with the following Security Procedures with regard to Online Services:

(i) Security Controls. Bank has implemented various Online Services security controls including, but not limited to: (i) restricting access to Online Services from a computer or mobile device using an unsupported browser or mobile operating system; (ii) controlling access by requiring authentication Security Devices. Additional password complexity, password expiration requirements, or other Security Devices may be required based on the Customer's transaction authority; (iii) automatically terminating sessions after a period of inactivity. Third-party services accessed through Business Online Banking are subject to those vendor's restrictions; (iv) requiring a secure access code (for identification purposes) if the computer the Customer is using is not familiar to Bank; (v) authenticating mobile device specific information such as phone number, IMEI, serial number, or device type may be used as additional authentication when accessing Online Services; (vi) detecting potentially fraudulent transactions using risk and fraud analytics system; (vii) limiting account access, transactions, and providing the ability for dual-authorization for certain transactions across multiple channels; and (viii) for certain products, requiring additional transaction-level authentication including, but not limited to, two-factor authentication using tokens and out-of-band authentication techniques.

(ii) Business Online Banking Security Devices. The Customer's Security Devices will give the Customer access to its accounts and ability to perform certain transactions through Online Services. Bank is entitled to act on any instructions it receives using the Customer's Security Devices. The Customer must memorize its password and must not write down its password down or store it electronically. The Customer should change its password regularly. The Customer can change its password within the Online Services systems. The Customer is responsible for the confidentiality and use of its Security Devices in accessing and using Online Services. The Customer is responsible for keeping its password and account data confidential. When the Customer gives someone its User ID and password, it is authorizing that person to use Online Services. Bank will therefore consider any access to Online Services through use of any valid Security Devices to be duly authorized by the Customer, and Bank will carry out any instruction given regardless of the identity of the individual who is actually operating the system. The Customer is responsible for all Online Services transactions performed using its User ID and password, even if it did not intend or authorize them. If the Customer believes that its password may have been lost or stolen, the Customer must notify Bank at once.

(iii) Computer Security and Maintenance. The Customer understands that installation, maintenance, and operation of the Customer's Computer is the Customer's sole responsibility. Bank is not responsible for any errors or failures of the Customer's Computer, including but not limited to, any virus or Internet related problems that may be associated with the Customer's access and use of the Services online. The Customer confirms that it has investigated Bank's Security Procedures and that it has instituted the proper controls for access to Business Online Banking through its computers, mobile devices, and terminals. The Customer confirms that the security system and controls are commercially reasonable for its business. The Customer agrees that it is responsible for the performance and protection of any browser or operating system used in connection with Business Online Banking, including the prompt adoption of all security patches, installing and mainlining up to date any malicious code security ("anti-virus") and other security measures issued or recommended from time to time by the suppliers of such software. Bank encourages the Customer to scan its computer, mobile devices, and removable storage routinely using a reliable virus protection product to detect and remove viruses. If undetected and unrepaired, a virus can corrupt and destroy the Customer's programs, files, and hardware.

Bank reserves the right as encryption technology develops to impose further reasonable restrictions or requirements to maintain the appropriate level of security for the transactions contemplated hereunder and the Customer agrees to abide by such restrictions or requirements or discontinue the Service or Services hereunder. Unauthorized modification of a mobile device operating system (also known as "jailbreaking") can cause security vulnerabilities, instability, and other issues. Bank strongly cautions against installing any software that modifies a mobile operating system, and Bank may deny service for any mobile device that has installed any unauthorized software. Bank is not responsible for any loss, damage, or injury related to or caused by any use, misuse, or failure of the Customer's equipment. Bank is not responsible for any loss, damage, nor injury related to or caused by any deficiency, malfunction, or failure of the Customer's software, hardware, or internet connection.

(k) Termination and Changes in Terms. Bank reserves the right to terminate the Customer's access to Business Online Banking in whole or in part or to change the charges, fees or other terms described in this Agreement at any time without prior notice. When changes are made, Bank will notify the Customer using one or more of the following: (i) e-mail; (ii) physical mail at the address shown in Bank records; (iii) Business Online Banking secure message; and/or (iv) website content.

Bank reserves the rights to terminate and purge Online Services customers who have not accessed or

Page 16

utilized the service for an extended period of time. Should the Customer's access be terminated due to inactivity, the Customer will be permitted to re-enroll.

(l) Beta Features. From time to time, Bank may include new or updated beta features in the Online Services ("Beta Features"). Beta Features may have associated fees, which will be disclosed to the Customer at the time the Customer chooses to use the Beta Features. Bank understands that the Customer's use of any Beta Feature is voluntary. The Customer understands that once the Customer uses a Beta Feature, it may be unable to revert back to a prior non-beta version of the same or similar feature. Additionally, if such reversion is possible, the Customer may not be able to return or restore data created within the Beta Feature back to the prior non-beta version. The Beta Features are provided on an "as is" basis and may contain errors or inaccuracies that could cause failures, corruption or loss of data and information from any connected device. The Customer acknowledges and agrees that all use of any Beta Features is at its sole risk.

(m) Provider Services. In connection with the Customer's use of and as part of the functionality of the Services, the Customer may have access to certain online services or information that may be made available by its provider(s) ("Provider Services"), including online banking, online payment, online investment account download, online bill pay, online trading, and other account information available from its provider(s). The Services are designed to allow the Customer to access Provider Services (if and to the extent provided by the Customer's provider(s)) to set up banking and other information, allow the Services to access the Customer's account(s), download transactions into the Services and otherwise aggregate information from the Customer's account(s) with its provider(s).

The Customer acknowledges and agrees that Bank has no control over the provision of Provider Services or provision of access to the Provider Services by the Customer's provider(s), does not guarantee that the Services will work with the Provider Services, and will have no liability whatsoever for any actions or inactions on the part of the provider(s) resulting in the Customer's inability to use the Services to access its accounts, obtain data, download transactions, or otherwise use or access the Provider Services.

(n) Limitation of Damages and Liability. Except as specifically provided for in this Agreement or where the law requires a different standard, the Customer agrees that the Bank is not responsible for any losses, errors, injuries, expenses, claims, attorney's fees, interest or other damages, whether direct, indirect, special, punitive, incidental or consequential, (collectively, "losses") caused by the Customer's use of online banking or the use of online banking or in any way arising out of the installation, use or maintenance of its personal computer hardware or software, including any software provided by Bank or one of its suppliers.

In addition, Bank disclaims any responsibility for any electronic virus(s) the Customer may encounter after installation of such software or use of Business Online Banking or the online services. Without limiting the foregoing, neither Bank nor its suppliers shall be liable for any: (i) failure to perform or any losses arising out of an event or condition beyond their reasonable control, including but not limited to communications breakdown or interruption, acts of God or labor disputes; or (ii) the loss, confidentiality or security of any data while in transit via the internet, communication lines, postal system or ACH network. Bank and its suppliers provide Online Services from their own sites and they make no representation or warranty that any information, material, or functions included in Online Services are appropriate for use by the Customer in its jurisdiction. If the Customer chooses to use Online Services, it does so at its own initiative and is solely responsible for compliance with applicable local laws and regulations. Neither Bank nor its suppliers warrant the adequacy, accuracy, or completeness of any information provided as a part of Online Services, or contained in any third party sites linked to or from Bank's website.

(o) Restrictions. The Customer may not appropriate any information or material that violates any copyright, trademark, or other proprietary or intellectual property rights of any person or entity while using the Online Services. The Customer may not gain, or attempt to gain, access to any Online Services server, network, or data not specifically permitted to the Customer by Bank or its suppliers. The Customer must not include any obscene, libelous, scandalous, or defamatory content in any communications with Bank or its suppliers.

(p) Links to other Sites. Information that Bank publishes online may contain links to other sites and third parties may establish links to Bank's site. Bank makes no representations about any other website that the Customer may access to, from, or through Bank's website. Unless expressly stated in writing, Bank does not endorse the products or services offered by any company or person linked to Bank's website nor is Bank responsible for any software or the content of any information published on the website of any third party. The Customer should take precautions when downloading files from sites to protect its computer software and data from viruses and other destructive programs.

2. **ACH Origination**

(a) The Service. Bank participates in the ACH Network, which is a batch processing, store-and-forward system. Transactions received by Bank during the day are stored and processed later in a batch mode.

(i) The ACH Network. The ACH Network consists of: (i) Originators who initiate the transaction (the "Entry"); (ii) Originating Depository Financial Institutions (the "ODFI") that receive payment instructions from Originators and forward them to the ACH Operator; (iii) the ACH Operator (normally the Federal Reserve Bank) which is a central clearing facility that receives and forwards

transactions to Financial Institutions; (iv) Receiving Depository Financial Institutions (the "RDFI") that post the transactions to the accounts of their depositors; and (v) Receivers of transactions which are companies or persons who have authorized the Entry to their account.

(ii) <u>Rules</u>. The operation of the ACH Network is governed by NACHA's Operating Rules and Operating Guidelines (the "NACHA Rules"). A copy of the operating rules of NACHA ("ACH Rules Book") and any amendments thereof, can be obtained at http://www.nacha.org. Customer can acquire and review the ACH Rules Book on a yearly basis to remain current with ACH Origination rules and requirements. Customer hereby agrees to: (i) comply with all NACHA Rules (including, but not limited to, ACH rules) as now existing or subsequently amended; (ii) abide by the applicable laws of the State of Texas and of the United States, including but not limited to the Bank Secrecy Act, the U.S.A. PATRIOT Act, and sanctions enforced by the U.S. Treasury Department's "Office of Foreign Assets Control" ("OFAC"); and (iii) obtain all information regarding the list of sanctioned individuals periodically issued by OFAC, and refrain from engaging in prohibited transactions with such sanctioned individuals or entities (particularly if Customer is providing third-party ACH processing services to other entities). Customer hereby understands and agrees that Bank is only able to provide ACH Services to Customer via Bank's role as both an ODFI and RDFI, as applicable, under the NACHA Rules, that Bank must comply with all of the NACHA Rules in order to provide ACH Services, and that Bank's compliance with the NACHA Rules includes, but is not limited to, immediately ceasing any ACH Origination provided to Customer if Bank must, in Bank's sole and absolute discretion, take such action against Customer to comply with NACHA Rules and to avoid or mitigate any fines or penalties being assessed against Bank by NACHA for Customer's ACH activities.

(iii) <u>Origination</u>. Bank, as an ODFI, agrees to provide ACH origination services ("ACH Origination") to allow the Customer to be an Originator of ACH Entries pursuant to the terms of the Agreement and this ACH Origination Section.

(b) <u>ACH Origination Approval and Underwriting Process.</u>

(i) <u>Bank Approval and Monitoring of Customer's ACH Origination Risk</u>. Customer agrees and acknowledges Bank shall provide ACH Origination to Customer subject to Bank's prior approval. To obtain approval from Bank, the Customer is required to undergo Bank's screening and risk analysis process regarding the Customer's proposed ACH origination risk limit. In addition, after any initial approval for ACH Origination by Bank, Bank shall also, from time-to-time and in its sole discretion (including the occurrence of certain events described in subsection (iii) below), undertake additional ACH origination risk analysis monitoring activities that are deemed necessary, in Bank's sole and absolute discretion, while Bank is providing ACH Origination to an approved Customer. Customer agrees to cooperate with Bank regarding any ongoing risk analysis activities by Bank, including providing financial or other documents in a timely manner upon Bank's request, and taking any risk mitigation or other ACH Entry origination procedures as required by Bank.

(ii) <u>ACH Origination Risk Criteria</u>. Bank's ACH risk analysis may be based on one or more factors deemed relevant by Bank in its sole discretion, including, but not limited to, the following factors: (i) the credit worthiness, financial condition and financial performance of the Customer, particularly the Customer's capital adequacy relative to the Customer's ACH activity volume; (ii) the nature, conduct and geographic location of the Customer's business, including whether the Customer engages in certain high-risk ACH activities or transaction environments, or whether certain "Standard Entry Class" ("SEC") codes that Bank either deems to be high-risk or does not allow are present in Customer's ACH transactions; (iii) the historic level and dollar amounts of Customer's ACH returns, including any return levels or dollar amounts in excess of generally acceptable ACH return parameters (as determined by Bank in its sole discretion), or a sudden increase in Customer's ACH return levels; and (iv) whether the Customer adheres to all authorization requirements set forth in detail in Section (e) below.

(iii) <u>Material Change in Credit Standing and Risk Analysis Criteria</u>. In the event a Customer approved for ACH Origination either fails to maintain the minimum risk analysis criteria as required by Bank, or if, in the opinion of Bank, the Customer undergoes a material change in its operations that Bank believes increases the risk of the Customer's ACH operations, then Bank may, in its sole discretion, take any and all of the following actions: require the Customer to pre-fund their ACH activities (as defined in Section (c) below); require the Customer to establish a Reserve Account (as defined in Subsection (iv) below); or terminate ACH Origination to the Customer, generally upon prior written notice from Bank, or immediately if Bank deems immediate termination necessary, in Bank's sole discretion, to comply with NACHA Rules. Events that constitute a material change in a Customer's business operations include, but are not limited to: (i) levels of ACH returns that exceed generally acceptable return levels (as determined by Bank); (ii) a significant or sudden increase in the Customer's ACH return levels as compared to the Customer's historic ACH return levels; (iii) significant changes in the nature of the Customer's business, including its product and services lines or transaction environments; or (iv) the occurrence of any other event that Bank believes represents a material change in the Customer's financial

performance or financial condition. Upon learning of any such material change, Bank will inform Customer of the issue, and Bank may exercise its right to temporarily suspend the Customer's ACH Origination in order to investigate the issue. After investigation, Bank may invoke its rights to require the Customer to Pre-fund ACH Origination or to establish a Reserve Account, or Bank may, in its sole discretion, exercise its right to terminate ACH Origination to the Customer generally upon prior written notice from Bank, or immediately if Bank deems immediate termination necessary, in Bank's sole discretion, to comply with NACHA Rules.

(iv) Reserve Account. Upon written notification by Bank, a Customer shall immediately establish a separate account funded with an amount required to protect Bank against the risks associated with Customer's ACH operations (the "Reserve Account"). Such Reserve Account must be established by the date requested by Bank, and the required Reserve Account amount expressly includes any existing or anticipated Customer-related ACH returns, including all fees, costs, fines and penalties assessed against either Customer or Bank associated with such Customer-related ACH returns. The Reserve Account will not bear interest, and the Customer will not have any right or interest in the Reserve Account funds; provided that upon satisfaction of all of Customer's obligations under this Agreement, Bank will pay any funds remaining in the Reserve account no sooner than ninety (90) days after the effective date of termination of Customer's ACH Origination pursuant to NACHA Rules and Federal Reserve Board's Regulation E. Effective upon the establishment of any Reserve Account, the Customer irrevocably grants Bank a security interest in the Reserve Account and any and all funds in the Account, together with the proceeds thereof. Customer also agrees to execute and deliver to Bank such instruments and documents that Bank may reasonably request to perfect and confirm the security interest and Bank's right of setoff in the Reserve Account. Customer understands and acknowledges that Customer's failure to establish and fund a Reserve Account immediately upon Bank's request shall be grounds for immediate termination of Customer's ACH Origination provided by Bank, with such termination in Bank's sole discretion.

(c) Prefunding of ACH Credit Entries. If a Customer does not meet Bank's minimum credit standards and risk analysis requirements to become fully approved for ACH Origination, Bank may choose to offer the Customer the option of obtaining ACH Origination on a pre-funded basis ("Prefunding"). Bank can also exercise its rights under Section (b) to require a Customer approved for ACH Origination to begin Prefunding its ACH Origination. If Bank exercises its rights to require Prefunding under Section (b) and Customer does not immediately comply with Bank's request, then such non-compliance shall be grounds for immediate termination of Customer's ACH

Origination provided by Bank, with such termination in Bank's sole discretion. If a Customer uses Prefunding for ACH Origination, the Customer is required to provide immediate available and collected funds sufficient to pay all Entries initiated by the Customer (1) not later than 9:00 a.m. Central Time three (3) Business Days before each Settlement Date, and (2) prior to initiating any Entries for which prefunding is required. If the Customer's account has funds that are at least equal to the amount of the ACH credit Entry file, then the ACH credit Entry file will be processed as normal on the desired settlement date. However, if the Customer does not have the necessary funds available in their account, then the ACH system will reject the file.

(d) Delivery of Entries. The Customer shall deliver Entries to Bank through Bank's Business Online Banking, designated secure file upload system or secure FTP. Entries shall be deemed delivered to Bank when the applicable security procedures with respect to submission as set forth herein have been complied with and the submission to Bank is completed in accordance with the Agreement.

(i) Effective Date. The Customer shall specify the date on which it desires each batch of Entries to be Settled (the "Effective Entry Date"). The Effective Entry Dates specified for all Entries must be Business Days or the Entry will be processed on the first Business Day following the Effective Entry Date.

(ii) Cutoff Times. Entries shall be delivered to Bank at the then-posted cut-off times for regular Entries and same-day entires (the "Cutoff Time"). Bank strongly encourages the Customer to complete ACH credit Entries at least two (2) Business Days prior to their Effective Entry Date to guarantee funds availability to the Receiver. If Entries are delivered to Bank after the Cutoff Time on a Business Day, Bank may treat such Entries as having been received on the next following Business Day. Entries delivered to Bank shall be prepared and submitted in compliance with the formatting and other requirements as set forth in the NACHA Rules and in accordance with the provisions of the Agreement.

(iii) Sensitive Information. The Customer shall not send banking information over an unsecured Internet connection. Communications sent to Bank over the Internet are considered unsecured unless the information is encrypted in accordance with Bank's security standards, as posted on Bank's website, or transmitted via a secure session using a commercially reasonable security technology that provides a level of security that is at least equivalent to Bank's security standards, as posted on Bank's website. Banking information is sensitive personal or private information that includes, but is not limited to: banking routing number, account number, Social Security number, and ACH Entries. **THE CUSTOMER ACKNOWLEDGES AND AGREES THAT ANY REQUESTS SENT VIA E-MAIL OR OTHER ELECTRONIC**

COMMUNICATION TO BANK THROUGH AN UNSECURED ELECTRONIC NETWORK ARE IN VIOLATION OF BANK AND NACHA POLICY AND PROCEDURES. THE CUSTOMER UNDERSTANDS AND AGREES THAT BANK IS NOT LIABLE FOR ANY LOSS OR DAMAGE INCURRED BY THE CUSTOMER WHEN AN UNAUTHORIZED PERSON GAINS ACCESS TO ANY SUCH E-MAIL OR OTHER ELECTRONIC COMMUNICATION. THE CUSTOMER AGREES TO INDEMNIFY AND HOLD BANK HARMLESS IF BANK ACTS WITH ORDINARY CARE IN GOOD FAITH BY RESPONDING TO ANY E-MAIL OR OTHER ELECTRONIC COMMUNICATION PURPORTED TO BE SENT BY THE CUSTOMER. BANK'S IMPLEMENTATION OF ITS NORMAL PROCEDURES REGARDING RECEIPT AND MAINTENANCE OF CONFIDENTIAL INFORMATION CONSTITUTES ITS EXERCISE OF DUE CARE.

(e) Authorization of Entries. The Customer shall:

(i) Authorization. Obtain authorization from the "Receiver" of any Entry (*e.g.* the Customer's employee or customer or other person whose account is to be debited/credited for the Entry) through either a written authorization agreement, as required by the NACHA Rules or by any other method of authorization allowed under and in accordance with the NACHA Rules, before initiating any Entry to the Receiver's account; such authorization agreement must authorize the Customer to initiate Entries to the Receiver's account and to initiate, if necessary, entries and adjustments for any Entries made in error to the Receiver's account. The Customer shall comply with all provisions of the federal Electronic Funds Transfer Act ("EFTA"), including the requirements of Regulation E promulgated by the U.S. Federal Reserve Board in accordance with EFTA, if applicable, and the provisions of the Texas UCC Section 4A, if applicable. Furthermore, the Customer shall perform its obligations in accordance with all other applicable laws and regulations, including but not limited to the foregoing with respect to obtaining and documenting authorization from the Receiver of any Entry. Customer understands, acknowledges and agrees that ACH Entries to a Receiver's account where the individual name does not match the account information will be posted based on the account information provided in the ACH transaction, not based on the name, individual identification or other information provided in the ACH Entry. It is the sole responsibility of the Customer to verify that the individual signing the ACH authorization is in fact entitled to use the specified account. The Customer may obtain and store the authorization by electronic methods as long as: (i) the electronic record accurately reflects the information in the document; (ii) the electronic authorization is similarly

authenticated (*e.g.* through the use of a digital signature, PIN, password, shared secret, etc.); and (iii) the electronic record is capable of being accurately reproduced for future reference, whether by transmission, printing or other reproduction;

(ii) Retention of Authorization. Retain each such authorization agreement for so long as the same remains in effect and for a period of two (2) years after the termination or revocation of such authorization agreement;

(iii) Proof of Authorization. Upon request from Bank or any RDFI, provide Bank or such RDFI with a copy of such Receiver Entry written authorization agreement, or documentation of such authorization, in accordance with the NACHA Rules;

(iv) Telephone-Initiated Debit Entries. With respect to any debit Entry to a consumer account pursuant to an authorization obtained from the Receiver via telephone ("Telephone-Initiated Debit Entry" or "TEL"), the Customer represents and warrants to Bank, to the extent not already represented and warranted herein: (i) the Customer has commercially reasonable procedures to verify the identity of the Receiver and to verify that routing numbers are valid; (ii) for purposes of the Customer's compliance with provisions relating to the authorization of entries by the Receiver and with respect to TEL Entries, the authorization agreement shall be either: for single TEL Entries (1) comprised of oral authorization from the Receiver containing the minimum information required by the NACHA Rules, and (2) evidenced by either a tape recording of such oral authorization or a written notice to the Receiver confirming the oral authorization and meeting the requirements of the NACHA Rules; for recurring TEL Entries (1) comprised of oral authorization from the Receiver containing the minimum information required by the NACHA Rules, and (2) evidenced by a tape recording of such oral authorization and a written copy of the authorization to the extent required by Regulation E, including the requirement to send a copy of the authorization to the Receiver, and meeting the requirements of the NACHA Rules. The original or a duplicate tape recording of the oral authorization, or, as applicable, the original, microfilm, or microfilm-equivalent copy of the written notice, shall be retained for so long as the authorization agreement remains in effect and for a period of two (2) years after the termination or revocation of the authorization agreement;

(v) Internet-Initiated (WEB) Entries. With respect to any Entry to a consumer account pursuant to an authorization obtained from the Receiver via the Internet ("Internet-Initiated Entry" or "WEB"), Customer represents and warrants to Bank, to the extent not already represented and warranted herein: (i) Customer has employed a commercially reasonable fraudulent detection system to screen such Entry; (ii) Customer has used commercially reasonable procedures to verify the

identity of the Receiver and to verify that routing numbers provided by the Receiver are valid; (iii) Customer has established a secure Internet session with each Receiver utilizing a commercially reasonable security technology, at a minimum equivalent to Bank's security standards, as posted on Bank's website, prior to the Receiver's key entry of any banking information, including, but not limited to, the Receiver's routing number, account number, and PIN or other identification symbol; and (iv) Customer will conduct or have conducted annual audits in accordance with NACHA Rules to ensure the financial information it obtains from Receivers is protected by security practices and procedures that include, at a minimum, adequate levels of (1) physical security to protect against theft, tampering, or damage, (2) personnel and access controls to protect against unauthorized access and use, and (3) network security to ensure secure capture, storage, and distribution of financial information, and Customer will provide to Bank a copy of the written report of each such audit promptly upon its receipt. If the Customer will be engaging in mobile initiated Entries (e.g. origination of consumer Entries via a mobile device), the Customer must use the WEB SEC code and must otherwise comply with the NACHA Rules regarding mobile WEB Entries;

(vi) Back Office Conversion Entries ("BOC Entries"). With respect to any ACH debit Entry to an account of a purchaser (*e.g.* a customer of the Customer) that is the result of Customer's Back Office Conversion process whereby Customer converts source documents (typically paper checks) to ACH debit Entries, Customer acknowledges and agrees that all such BOC Entries must be made in accordance with applicable law and the NACHA Rules for BOC Entries. Customer hereby represents and warrants to Bank, to the extent not already represented and warranted herein: (i) Customer complies with applicable provisions of the EFTA, Regulation E and the NACHA Rules, including the requirements regarding (A) posting conspicuous notice to purchasers indicating that any source document presented at Customer's register may be used to create "electronic checks" to be sent for collection to the purchaser's account and listing Customer's telephone number for questions regarding the transaction, (B) the requirement that the purchaser be provided with a copy of such notice at the time of the transaction, and (C) maintaining a working telephone number that is answered during the Customer's normal business hours for receiving inquiries regarding BOC Entries; (ii) the amount of the Entry, the routing number, the account number, and the check serial number reflected in the BOC Entry are in accordance with the source document; (iii) Customer has employed commercially reasonable procedures to verify the identity of the Receiver; (iv) Customer will maintain a reproducible, legible image, microfilm or copy of

the front of the source document for two (2) years from the settlement date; (v) Customer will provide a copy of the source document within six (6) Business Days upon a written request from Bank, and such copy will indicate that it is a copy on its face; (vi) the source document used for the BOC Entry will not be presented or returned such that any purchaser will be required to make payment based on the source document; and (vii) Customer has employed commercially reasonable methods to securely store (A) all source documents until destruction and (B) all electronic or other banking information relating to BOC Entries;

(vii) Point of Purchase Entries ("POP Entries"). With respect to any debit Entry to a consumer account authorized pursuant to the NACHA Rules at a point-of-purchase, Customer represents and warrants to Bank, to the extent not already represented and warranted herein: (i) Customer has provided the Receiver a receipt containing the information required in the NACHA Rules, including without limitation the city and state in which the electronic terminal for the point-of-purchase transaction was located and, when there are multiple locations, another identifier; (ii) the source document provided to Customer for use in obtaining the Receiver's routing number, account number, and check serial number for the initiation of the POP Entry has been returned voided to the Receiver after use by Customer and has not been provided by the Receiver for use in any prior POP Entry; and (iii) Customer will retain the original or a copy of the Receiver's authorization for two (2) years from the settlement date of the POP Entry; (v) Customer will provide a copy of the source document within six (6) Business Days upon a written request from Bank, and such copy will indicate that it is a copy on its face; (vi) Customer has employed commercially reasonable methods to securely store all electronic or other banking information relating to POP Entries; and

(viii) International ACH Transactions ("IAT Entries"). Customer agrees that an IAT Entry initiated or transmitted by Customer to Bank that is intended to settle in a country outside the United States will be in compliance with the laws and regulations of the receiving country. At Customer's request, Bank will assist the Customer with the form, format, and content of any such IAT Entry prior to processing the IAT Entry into the ACH network. Customer agrees and acknowledges that any assistance by Bank does not in any manner obligate Bank for the accuracy of enforceability of the IAT Entry in any country outside the United States. Customer bears the risk of any loss caused by the delay, tax, cost, tariff, fee, or other charge incurred on account of the IAT Entry in any country outside the United States. If the settlement of any IAT Entry involves clearing of the IAT Entry in more than one country outside the United States, Bank shall be permitted to rely upon any advice or instructions

received by Bank from the financial institution or financial agency located in the first country outside the United States with which the entry is directed. Customer agrees and acknowledges that Bank shall not be liable to the Customer for any loss or charge incurred by the Customer as the result of the application of any foreign currency exchange criteria imposed by any institution or agency located outside the United States.

(ix) <u>Same-Day Entries</u>. Customer may request to enroll in Same-Day Entries by contacting Customer's Treasury Management Sales Officer. If Customer requests to enroll in Same-Day Entries and Bank approves Customer's request, in Bank's sole discretion, Customer may designate certain Entries to be originated as Same-Day Entries. Same-Day Entries delivered to Bank shall be prepared and submitted in compliance with the instructions and other requirements set forth in the NACHA Rules and this Agreement. Customer understands that any Entries above the Same Day ACH entry limit and IAT Entries are not eligible for Same-Day ACH processing and Customer further agrees it will not structure Entries to avoid these eligibility restrictions. Additional fees apply for Same-Day Entries.

(f) <u>Security Procedures</u>. The Customer and Bank shall comply with the following security procedures with regard to the delivery of Entries and requests for cancellation or amendment of Entries by the Customer to Bank:

(i) <u>Customer Responsibilities</u>. The Customer is strictly responsible to establish and maintain procedures to safeguard against unauthorized ACH Entries. The Customer warrants that no individual will be allowed to initiate transfers in the absence of proper supervision and safeguards. The Customer shall establish and maintain security policies, procedures, and systems related to initiation, processing, and storage of Entries that are designed to: (i) protect the confidentiality of Protected Information; (ii) protect against anticipated threats or hazards to the security or integrity of Protected Information; and (iii) protect against unauthorized use of Protected Information that could result in substantial harm to a natural person. "Protected Information" means non-public personal information, including financial information, of a natural person used to create, or contained within, an Entry and related addenda records.

(ii) Limiting access and securely storing ACH data used in the routing and settlement of ACH transactions is a critical data security precaution. Customer's ability to limit access to production data can be done through commercially available software products. Access can be limited to specific programs, user IDs, or read-only or read-and-edit-only access functionality. Files can also be transmitted between ACH participants using the following data protection methods: encryption and authentication.

(iii) Bank strongly recommends that Customer incorporate dual control authorities to authenticate all ACH Entries. Customer acknowledges that Bank has offered to Customer commercially reasonable Security Procedures to verify the authenticity of ACH Entries, which Security Procedures Customer agrees are reasonable in the context of Customer's operation, requirements, and internal procedures. Customer acknowledges if the Customer chooses not to incorporate dual control authorization as a Security Procedure to authenticate ACH Entries, Bank will require the Customer to document a waiver of this recommendation by completing a Waiver. Customer further acknowledges that declining Security Procedures offered by Bank may substantially increase the risk of loss to Customer. If Customer rejects Bank's recommended Security Procedures, Customer hereby acknowledges that Bank first offered to Customer a "commercially reasonable Security Procedure."

(iv) <u>Delivery of Entries by Business Online Banking Services.</u> The following procedures shall be followed in delivering Entries to Bank by Bank's Business Online Banking Services: (i) on the date that the Entry is transmitted, the Customer (or an agent of the Customer) will have initially logged into Bank's Business Online Banking Services using their log-in credentials, and security token, which will be accepted by Bank as evidence of authorization and authentication for processing; and (ii) the Entry data will be deemed delivered to Bank when all steps as described in this section have been complied with and the transmission is completed;

(v) <u>Requests for Cancellations or Amendments</u>. The Customer shall have no right to cancel or amend an Entry after its receipt by Bank. However, any Authorized Party or User of the Customer may request a cancellation or amendment of an Entry on behalf of the Customer in the manner set forth below: (i) the Customer shall transmit to Bank's Operations Center a facsimile copy of a written request for cancellation or amendment of an Entry, signed by an Authorized Party or User of the Customer; and (ii) the request or authorization will not be considered received by Bank until all steps as described in this section have been completed. Bank shall use reasonable efforts to act on the request by the Customer for cancellation of an Entry prior to transmitting to the ACH Operator or, in the case of an On-Us Entry, prior to crediting a Receiver's account, but shall have no liability if such cancellation is not affected.

(g) <u>Compliance with Security Procedures</u>. If an Entry (or a request for cancellation or amendment of an Entry) received by Bank purports to have been transmitted or authorized by the Customer, it will be deemed effective as Customer's Entry (or request) and Customer shall be obligated to pay Bank the amount of such Entry even though the Entry (or request) was not authorized by the

Page 22

Customer, provided Bank accepted the Entry in good faith and acted in compliance with the Security Procedures with respect to such Entry. If an Entry (or request) received by Bank was transmitted or authorized by the Customer, the Customer shall pay Bank the amount of the Entry, whether or not Bank complied with the Security Procedures with respect to that Entry and whether or not that Entry was erroneous in any respect or that error would have been detected if Bank had complied with such procedure. Bank does not verify the accuracy of the file attributes, including, but not limited to, Effective Date(s), account information or bank information. Customer must comply with the separate security procedures for Business Online Banking as set forth in this Agreement with regard to origination of ACH Entries.

(h) Exposure Limit. The total dollar amount of all Entries delivered to Bank in any one file of Entries, plus all other Entries that remain unsettled in the ACH network, shall not exceed the customer's "Exposure Limit". The Exposure Limit is determined by Bank in its sole and absolute discretion as part of the ACH Origination approval and underwriting process described in Section (b) above. Bank shall have the right to reduce the Customer's Exposure Limit at any time immediately upon delivery of notice to the Customer.

(i) File and Daily Limits for Business Online Banking Customers. For Customers sending ACH Entries through Bank's Business Online Banking Service, Customer's Authorized Administrator can establish file and daily limits within the ACH module of the Business Online Banking Service. When the Customer's Authorized Administrator changes such file and daily limits, the changes are effective immediately, provided such changes are equal to or less than the Exposure Limit. ACH files sent to Bank are screened against these limits

(j) Processing, Transmittal and Settlement by Bank.

(i) Processing. Except as otherwise provided in these ACH Origination provisions, Bank shall (i) process Entries received from the Customer conforming to the requirements of the NACHA Rules; (ii) transmit such Entries as ODFI to the ACH Operator; and (iii) settle such Entries as provided in the NACHA Rules.

(ii) Transmitting Credit Entries. Except for Same-Day ACH Entries, Bank will transmit credit Entries by the deadline of the ACH Operator one (1) to two (2) Business Days prior to the Effective Entry Date shown in such Entries, provided that in each case such Entries are delivered to Bank by the applicable Cutoff Time and Customer has funds available. For Same-Day ACH Entries, Bank will transmit credit Entries by the deadline of the ACH Operator on the same day as the Effective Entry Date shown in such Entries, provided that in each case such Entries are delivered to Bank by the applicable Cutoff Time and Customer has funds available and agrees to the additional fees that apply.

(iii) Transmitting Debit Entries. Except for Same-Day ACH Entries, Bank will transmit debit Entries designated for one-day settlement to the ACH Operator for one-day settlement by the deadline of the ACH Operator one (1) Business Day prior to the Effective Entry Date shown in such Entries.

(iv) Cut Offs. If Entries are delivered late (i.e., after the applicable Cutoff Time), or if the Effective Entry Date specified for the Entries is not a Business Day, then Bank may reject such Entries or Bank may, in its sole discretion, use its reasonable efforts to transmit such Entries to the ACH Operator by the next reasonably available deposit deadline of the ACH Operator following the applicable deadline specified in Section (b) of these ACH Origination provisions. In no event will Bank be liable for any loss resulting from any failure of a Receiver's account to be debited/credited for an Entry on its Effective Entry Date.

(v) On-Us Entries. All Entries received for debit/credit to an account maintained with Bank ("On-Us Entries") will be treated in accordance with this section and as otherwise provided for in the Agreement.

(k) Rejection of Entries. Bank may reject any Entry (or group of Entries) which does not comply with, and/or is not delivered in accordance with, the requirements of this Agreement, or which contains an Effective Entry Date more than thirty (30) Business Days after the Business Day such Entry(s) is received by Bank. Bank shall also have the right to reject any Entry (including On-Us Entries) for any reason for which an Entry may be returned under the NACHA Rules. Bank shall have the right to reject any Entry if the Customer has failed to comply with any of its account balance obligations under these ACH Origination provisions. Bank will notify the Customer of any such rejection by any method of notification authorized under the Agreement, no later than the Business Day such Entry would otherwise have been transmitted by Bank to the ACH Operator, as provided in Section (h) of these ACH Origination provisions. Bank shall have no liability to the Customer by reason of the rejection of any such Entry or the fact that such notice is not given at an earlier time than that provided for herein.

(l) Cancellation, Amendment or Correction of Entries. The Customer shall have no right to cancel or amend any Entry after its receipt by Bank. However, Bank will use reasonable efforts to act on a request for cancellation or amendment of an Entry received from the Customer prior to Bank's transmission of the Entry to the ACH Operator or, in the case of an On-Us Entry, prior to Bank's debit/credit of the Entry to a Receiver's account, but Bank shall have no liability if such cancellation or amendment is not effected. If the Customer discovers that an Entry initiated by or on its behalf was in error, the Customer may notify Bank of such error, however, such notification must be provided to Bank within twenty-four (24) hours after discovery of the error and must be provided by such means of notification as is authorized under the

Agreement. The Customer shall send or deliver to the Receiver written notice of such correction and the reason therefore prior to requesting the correction. The Customer shall indemnify Bank from and against any Claims, demands, loss, liability or expense, including attorney's fees and costs, resulting directly or indirectly from compliance by Bank with any request for cancellation, amendment or correction of an Entry, whether or not the cancellation, amendment or correction is affected. All requests for cancellation, amendment or correction of Entries must be made by the Customer in compliance with the Security Procedures for such requests as set forth herein.

(m) Returned Entries.

(i) Notification to Customer. Bank will notify the Customer or the Customer's Authorized Party of Bank's receipt of a returned Entry (or group of Entries) from the ACH Operator in accordance with the notice procedures authorized under the Agreement no later than one (1) Business Day after the Business Day of such receipt, and will debit/credit the Customer's Account (as identified by number in the applicable ACH schedule) for the returned Entry(s).

(ii) Resubmission. The Customer shall assume the sole responsibility for remaking and resubmitting said Entry(s) in accordance with the requirements of the Agreement or otherwise handling the payments due the Receiver(s), unless the return was due to an error in the processing of such Entry(s) by Bank and sufficient data is available to Bank to permit it to remake and resubmit such Entry(s), in which event Bank will remake and resubmit such Entry(s). Bank assumes no other responsibility with respect to such returned Entries except for an Entry retransmitted by the Customer in accordance with the requirements of the Agreement and the NACHA Rules, Bank shall have no obligation to retransmit a returned Entry to the ACH Operator if Bank complied with the requirements of the Agreement with respect to the original Entry.

(iii) Limit on Resubmission. Except for Re-Presentation Check ("RCK") Entries, an ACH entry returned for insufficient or uncollected funds may be reinitiated no more than two (2) times following the return of the original Entry. For RCK Entries, an entry returned for insufficient or uncollected funds may be reinitiated as long as the item has been presented no more than one time in its physical form and no more than one time as an RCK entry.

(iv) TEL Returns. Where Bank or NACHA believes the return rate for the Customer's TEL entries that are returned as unauthorized exceeds the normal and acceptable return rate for Customer, Bank shall notify the Customer of such excessive unauthorized return rate and the Customer, upon request from Bank, will provide the following information: (i) the Customer's, address, telephone number, contact person, principal owner(s) and taxpayer identification number; (ii) the name, address, telephone number, contact person, principal owner(s) and taxpayer identification number of any Third-Party Service Provider acting on behalf of the Customer with respect to origination of TEL entries, (iii) a general description of the nature of the business of the Customer; and (iv) an explanation of the reason(s) for the excessive return rate. The Customer will provide this information to Bank within five (5) business days after receipt of the request from Bank.

(v) Returned ACH Entry Warning Notices. As part of Bank's ACH Origination underwriting process as generally set forth in Section (b) above, Bank routinely monitors and submits reports to NACHA regarding Customers' historic ACH Entry return levels and dollar amounts. Under the NACHA Rules, if an individual Customer's ACH Entry return levels exceed certain parameters, then Bank, as the ODFI, is instructed to take certain actions to mitigate a Customer's unacceptable levels or dollar amounts of ACH Entry returns. If Bank does not comply with such requirements in its role as an ODFI, Bank is subject to censure, fines and penalties imposed by NACHA. Customer understands and agrees that in order to protect itself from risks, and to inform its Customers of problems with returned ACH Entries, Bank will inform Customer of Customer's excessive ACH Entry return levels or dollar amounts, as determined by Bank in its sole discretion, and Customer agrees to take all steps requested by Bank immediately to decrease the levels and/or dollar amounts of Customer's ACH returns. If Customer fails to comply with the required actions as outlined by Bank then such failure to comply shall be deemed to be a material violation of this Agreement, and Bank may, in its sole and absolute discretion, immediately terminate ACH Origination to Customer.

(n) Debits/Credits to the Customer's Account.

(i) Credit Entries. The Customer authorizes Bank to debit the Customer's account for ACH credit Entries processed for the Customer either on Settlement Date or on the date the ACH credit Entry file is transmitted to Bank if the entry is prefunded.

(ii) Debit Entries. Bank shall credit the Customer's Account for the amounts of debit Entries processed for the Customer hereunder on the settlement date for such Entries; it being expressly understood, however, that each credit to the Customer's Account on account of a debit Entry is provisional until Bank receives final settlement for such Entry, and Bank may charge-back to the Customer's Account the amount of any debit Entry credited to the Customer's Account for which Bank does not, for any reason, receive final settlement.

(iii) Amendments to Entries. The Customer authorizes Bank to credit the Customer's Account for any amount received by Bank by reason of the

return or cancellation of any credit Entry transmitted by Bank for which Bank has previously received payment (such credit to the Customer's Account to be made on the date Bank receives such amount), and to debit the Customer's Account for the amount of any returned debit Entry (such debit to the Customer's Account to be made upon receipt by Bank of the returned Entry), and to debit or credit (as applicable) the Customer's Account for any amendments made to Entries or for corrected Entries resubmitted.

Customer agrees that upon termination of ACH Origination by either Bank or Customer, Bank may require Customer to maintain an open Account with sufficient funds to accommodate any ACH Entries returned, or any other costs, associated with any ACH transactions occurring prior to the termination of ACH origination activities. This Account shall remain available for a minimum period of sixty (60) days, or longer if Bank believes, in its sole discretion, that such time extension is necessary to accommodate additional ACH Entry returns or associated costs.

(o) Reversals. Customer may request a reversal by completing a Reversal Request Form. The Customer may initiate a reversing Entry for erroneous or duplicate transactions as permitted by the NACHA Rules. The Customer warrants that it has initiated the Entry within five (5) Business Days of the original Entry and within 24 hours of the discovery of the error. The Customer also warrants that the account holder of a reversing Entry has been notified of the reversal and the reason for the reversal no later than the settlement day of the reversal. The Customer indemnifies all parties of the transaction(s) from and against any claim, demand, loss, liability or expense.

(p) Customer Representations; Indemnity. The Customer represents to Bank and agrees that:

(i) Receiver Authorizations for Credit Entries. Each person shown as the Receiver on a credit Entry received by Bank from the Customer has, by an authorization agreement in accordance with the NACHA Rules, authorized the initiation of such Entry and the crediting of the Receiver's account in the amount and on the Effective Entry Date shown on such Entry, and has authorized the initiation, if necessary, of debit Entries and adjustments for any credit Entries made in error to the Receiver's account;

(ii) Receiver Authorizations for Debit Entries. Each debit Entry received by Bank from the Customer is for a sum due and owing to the Customer by the Receiver of such debit Entry, or is for a sum specified by such Receiver to be paid to the Customer, or is a correction of a previously submitted erroneous credit Entry, and such Receiver has duly authorized such Entry by an authorization agreement in accordance with the NACHA Rules. Without limiting the foregoing, re-initiation of any debit Entry previously returned for stop payment has been authorized by the Receiver;

(iii) Effective Authorizations. Each such authorization with respect to an Entry is operative at the time of transmittal or debiting/crediting by Bank as provided herein; and at the time each Entry is processed by Bank, the Customer has no knowledge of revocation by such Receiver of such authorization, and the Customer has no knowledge of any revocation by such RDFI of its agreement to accept such Entry, or any knowledge that such Receiver's authorization for such Entry has been terminated, in whole or in part, by operation of law or otherwise;

(iv) Types of Entries. Entries transmitted to Bank by the Customer are limited to those types of Entries identified to Bank by the Customer;

(v) ACH NACHA Rules. The Customer shall be bound by and comply with the then-current version NACHA Rules including, without limitation, the provision thereof making payment of an Entry by the RDFI to the Receiver provisional until receipt by the RDFI of final settlement for such Entry; and the Customer specifically acknowledges that it has received notice of this NACHA Rule and of the fact that, if such settlement is not received, the RDFI shall be entitled to a refund from the Receiver of the amount credited and the Customer shall not be deemed to have paid the Receiver the amount of the Entry; and

(vi) Legal Obligations. The Customer shall perform its activities under the Agreement in accordance with all applicable laws and regulations, including without limitation the regulations of OFAC of the U.S. Department of the Treasury. **IN ADDITION TO THE INDEMNIFICATION OF BANK BY CUSTOMER AS SET FORTH ELSEWHERE IN THIS AGREEMENT, IN THE EVENT THAT CUSTOMER, OR A THIRD-PARTY AGENT ACTING ON BEHALF OF AND WITH AUTHORITY FROM THE CUSTOMER, IS THE ORIGINATOR OF ACH ENTRIES AND FAILS TO PERFORM ITS OBLIGATIONS AS AN ORIGINATOR UNDER THE NACHA RULES, CUSTOMER HEREBY INDEMNIFIES BANK FROM ANY AND ALL CLAIMS, DEMANDS, LOSSES, LIABILITY OR EXPENSE, INCLUDING ATTORNEYS' FEES, FINES, PENALTIES AND ANY OTHER COSTS THAT RESULT DIRECTLY OR INDIRECTLY FROM THE FAILURE OF CUSTOMER OR ITS THIRD-PARTY AGENT TO PERFORM ITS OBLIGATIONS UNDER THE NACHA RULES.**

(q) Express Limitations on Bank's Liability. Customer understands and expressly assumes all risks related to Bank immediately suspending or terminating Customer's ACH Origination under this Agreement, including, but not limited to, Bank immediately suspending or terminating Customer's ACH Origination due to Customer's non-

compliance with Bank's requirements as set forth in any "Excessive ACH Returns Warning Notice." **CUSTOMER UNDERSTANDS AND EXPRESSLY ACKNOWLEDGES AND AGREES THAT, IN ADDITION TO THE LIMITATIONS ON LIABILITY SET FORTH ELSEWHERE IN THIS AGREEMENT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, BANK SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE OR ANTICIPATED PROFITS OR FOR ANY INDIRECT LOSS THAT THE CUSTOMER MAY INCUR OR SUFFER IN CONNECTION WITH BANK TERMINATING CUSTOMER'S ACH ORIGINATION IN ACCORDANCE WITH THIS AGREEMENT.**

(r) Notifications of Change. Bank will notify the Customer of all Notifications of Change ("NOC") or Corrected Notification of Change ("Corrected NOC") received by Bank relating to Entries transmitted by the Customer by sending a copy of such notification of change to the Customer no later than two (2) Business Day after Bank's receipt thereof. Customer shall ensure that changes requested by the NOC or Corrected NOC are made within six (6) Business Days of Customer's receipt of the NOC information from Bank or prior to initiating another entry to the Receiver's account, whichever is later. If the NOC is incorrect, the Customer will generate a Refused NOC and deliver it to Bank within 15 calendar days.

(s) Pre-notification. Notwithstanding anything to the contrary in the NACHA Rules, the Customer may provide to Bank, three (3) Business Days prior to initiation of any new Entry, a pre-notification record which shall include Receiver's name, identification number, account number, RDFI's routing transit number, and zero-dollar amount. If the Customer's pre-notification record is rejected by an RDFI and the Customer is so notified, the Customer must correct the reason for rejection, resubmit another pre-notification record, and wait the prescribed three (3) Business Days before submitting any further Entries for the Receiver(s) in question.

(t) Data Retention. The Customer shall retain data on file adequate to permit the remaking of Entries for one (1) year following the date of the ACH Entry transmittal by Bank as provided herein, and shall provide such data to Bank upon Bank's request.

3. **Payment Manager**

(a) The Service. Bank agrees to provide various "Payment Manager Services" to the Customer for the purposes of increasing the chance of identifying fraudulent or unauthorized checks and/or electronic transfers drawn on selected Customer Deposit Account(s), as identified to Bank.

(i) Positive Pay. Customer sends a file of issued checks to Bank ("Check Issued File").

(ii) ACH Filter Bank receives incoming ACH entries and the Customer makes the decision to honor the item on a one-time basis, or sets up an authorization for future payment ("Filter") or return the item as unauthorized.

(b) Procedures for Positive Pay.

(i) Check Issued File. For applicable Deposit Accounts identified whereby the Customer has requested Bank verify checks against a Check Issued File, the Customer agrees to deliver or transmit the serial number, amount, date issued and status of each check by Deposit Account number (such data cumulatively, the "Check Issued File") to Bank electronically using Business Online Banking or the Positive Pay System. Customer shall submit the Check Issued File to Bank no later than then-posted deadline on normal Business Days. With the exception of checks presented for immediate payment in person ("Teller Checks"), Check Issued File data received by deadline on each Business Day will be used to verify any check or Electronic Check Presentment ("ECP") items posting to the applicable Deposit Account that Business Day. Any Check Issued File data received by Bank during banking hours of a Business Day will be made available to Bank's tellers within thirty (30) minutes of Bank's receipt. Teller Checks will be cashed only if verified against the most recent Check Issued File made available to Bank tellers and, if cashed, will be posted to the applicable Deposit Account on the Business Day they are received. **If the online Check Issued File is unavailable Bank's tellers will follow normal check cashing procedures.** For items presented through ECP, the serial number on the Customer's Check Issued File must match the serial number on the MICR line of the Customer's checks as shown on the ECP item. The Customer acknowledges that any stop payment issued on a check will supersede any data transmitted hereunder.

(ii) Payment or Dishonor of Over the Counter Items. Bank shall compare each Over the Counter Item by serial number, amount, and payee name (if participating in Payee Name Match) against each Check Issued File received by Bank. On each Business Day, Bank will pay and charge each Over the Counter Item to the Authorized Account after validation. In the event the serial number or amount do not match a check in any Issued Item File, Bank will verify the Exception Item received when negotiating the Over the Counter Item and return the check to the presenter of the item and that person will be referred back to the maker of the check for assistance.

(iii) Payment of Presented Items and Reporting of Exception Items. Bank shall compare each Presented Item by serial number, amount, and payee name (if participating in Payee Name Match) against each Check Issued File received by Bank. A Presented Item that does not match a check included in a Check Issued File or an ACH

Page 26

transaction that is blocked or filtered is an "Exception Item." On each Business Day, Bank:

(1) shall pay and charge to the Authorized Account each Presented Item that matches by serial number, amount, and payee name (if participating in Payee Name Match) a check shown in any Check Issued File; and

(2) shall notify Customer via e-mail and/or text whether Bank has received any Exception Items, which Customer can log in to Business Online Banking or the Positive Pay system to view.

(iv) Payment and Dishonor of Exception Items. Bank will pay or return Exception Items in accordance with the default option selected by Customer for each Authorized Account in Schedule A.

(v) Return Default. Return Default shall be the standard for Customers using this service. Where Customer has selected the return default option to apply to an Authorized Account, Bank shall return to the depository bank any Exception Item drawn on that Account, unless Customer instructs Bank to pay such check in a timely Pay Request. The Pay Request shall identify each Exception Item that Customer desires to be paid by the check number and amount specified in the Exception Item List and shall instruct Bank to pay such Exception Item. The Pay Request shall be sent to Bank by Customer no later than 2:00 p.m. on a Business Day via Business Online Banking or the Positive Pay System, or at such other time otherwise designated by Bank. Bank shall pay and charge to the Authorized Account any Exception Item that Customer directs Bank to pay as provided above.

(vi) Pay Default. Should Bank agree to allow Cusomter to select the pay default option to apply to an Authorized Account, Bank may pay and charge to the Authorized Account any Exception Item provided that Customer has not objected to such payment in a timely Return Request. A Return Request shall identify each Exception Item that Customer desires not to pay by the complete check number and amount specified in the Exception Item List and shall instruct Bank to return the Exception Item. The Return Request shall be sent to Bank by Customer no later than 2:00 p.m. Central Time on the Business Day of presentment. Bank shall return to the depositary bank any Exception Item that Customer instructs Bank to return as provided above.

(vii) Communications. Customer or Bank, at its discretion, may each submit to the other party a revision of any communication provided for under this Agreement. The revised communication must:

(1) be sent in its entirety electronically via Business Online Banking or the Positive Pay

System and not in the form of a partial amendment to the communication originally sent,

(2) identify the original communication, and

(3) be sent immediately upon discovery of previously sent information. A properly submitted revised communication serves to revoke the original communication.

Bank shall use only Check Issued Files that comply with Check Issued File specifications and have not been revoked in the preparation of Exception Item Lists under this Agreement. Customer shall use only Exception Item Lists that comply with Payment of Presented Items and Reporting of Exception Items and have not been revoked in the preparation of Pay Requests and Return Requests. Bank shall not be obligated to comply with any Pay Request or Return Requests received in a method not permitted in this Agreement but may instead treat such a Pay Request or Return Requests as though it had not been received. Bank is not responsible for detecting any Customer error contained in any Issued Item File or Pay Request or Return Request sent by Customer to Bank. Any communication purporting to have been sent by Customer will be deemed to have been sent by and authorized by Customer, and Bank is authorized by Customer to act in reliance thereon, even though the communication was unauthorized.

(viii) Transmittal. Files delivered to Bank shall be prepared and submitted in compliance with the formatting as provided.

(ix) Exception Reporting. For each Deposit Account for which the Customer has requested the Service, Bank will make available to the Customer, an exception report (the "Exception Report") for the prior Business Day for each Deposit Account for which the Customer has requested the Service. The Exception Report will list: (i) all check, Substitute Check (defined herein) and ECP items posted to the applicable Deposit Account but not on the Check Issued File; (ii) all check, Substitute Check and ECP items posted to the applicable Deposit Account that are on the Check Issued File but for an amount different than that stated on the Check Issued File; (iii) where the Customer chooses to set Maximum Limits, ACH items exceeding the Maximum Limit; and (iv) all ACH debits where the Customer chooses to block ACH debits.

(x) Payment Authorization for Exception Report Items. In the event the Customer wants to authorize payment of any item on the Exception Report, the Customer must notify Bank of its intent to authorize such payment on or before the then-posted deadline for authorization notifications ("Authorization Notification Deadline")on the same Business Day that the Customer received such Exception Report. Such notification must be made by an authorized User to Bank via Bank's Positive

Pay system or Business Online Banking. Any items on the Exception Report not authorized for payment by the Customer as provided for herein, will be marked "REFER TO MAKER" and returned. Bank does not check items on the Exception Report(s) against previously cleared items.

(c) <u>Procedures for ACH Filter</u>.

The Customer may provide standing instructions to Bank to manage ACH activity. Specified accounts will be subject to filter services on specified ACH transactions. Customer shall provide Bank with all information required by Bank in order to permit Bank to deliver the filter services for ACH entries. Unless the Customer has provided Bank with sufficient information to filter accounts and/or ACH entries, Bank may pay any debit or credit to the Authorized Account for each ACH entry that is filtered.

(i) The Customer must setup ACH originators with identifiable information such as the sending company ID for which Customer authorizes a filter for each ACH entry against its account no later than then-posted Authorization Notification Deadline for next day business processing.

(ii) Bank shall compare each ACH item against the ACH filter instructions received by Bank. Bank may pay and charge to the Authorized Account each ACH entry not subject to the ACH filter order sent by the Customer.

(iii) Each business day, Bank will notify Customer of ACH Entries presented to Bank for settlement on that business day and which have been identified as Exception Items based on the authorized ACH originators provided to Bank by Customer. Bank shall provide to Customer the detail provided with such ACH entries. Customer may choose not to authorize any ACH Entries, in which case Bank will treat all such ACH Entries as Exception Items.

(iv) The Customer shall review and electronically communicate any and all Pay Requests or Return Requests for all exceptions to Bank by the then-posted deadline for exception notifications ("Exception Notification Deadline") Authorization Notification Deadline. . A Return Request shall identify each Exception Item that the Customer desires not to pay by ACH Standard Entry Class Code, Customer ID or amount of any ACH item listed in the Exception Item Report. If Customer fails to notify Bank by the Exception Notification Deadline of its decisions, Bank will pay or return the Exception Items based on the Customer's default option elected for each Authorized Account.

(v) A Return Request shall be considered timely only if sent to Bank by the deadline. Bank shall not be obligated to comply with a Return Request received after a deadline.

(vi) In the event system problems prevent Bank from sending the Exception Item information in sufficient time for the Customer to respond by the above deadline, the deadline will be extended accordingly.

(vii) Except as provided in this section, Bank will not provide the Customer with notice of any ACH transactions. The customer will receive an e-mail and/or text when ACH Exception Items are presented and need to have a decision.

(viii) No instructions shall be binding on Bank unless they are in writing, on such forms as Bank may require from time to time, and are received in such time as to provide Bank reasonable opportunity to act thereon. Bank shall be entitled to rely exclusively on the written instructions provided by the Customer, and the Customer understands that any error made by the Customer in furnishing the identification number will make the block instructions ineffective.

By using the ACH Filter Service, the Customer authorizes Bank to return all ACH Entries in accordance with Customer request by setting up the Service on the account. By using the ACH Filter Service, the Customer authorizes Bank to return ACH Entries or to pay ACH Entries in accordance with Customer authorization. Bank will have no liability for non-payment or payment of an ACH Entry when the ACH Entry is included in the report of Exception Items and Customer does not give Bank a timely decision to pay or return the ACH Entry.

Customer acknowledges that the ACH Filter Service does not preclude standard ACH processing procedures which may cause an ACH Entry to be dishonored even if Customer instructs Bank otherwise.

Customer acknowledges the ACH Filter Service is intended to be used to identify ACH entries which it suspects in good faith are unauthorized. If Bank suspects or deems, in its sole discretion, that the Customer is using ACH Filter contrary to these intentions, Bank may require the Customer to provide evidence the ACH Entries Bank returns are in fact unauthorized.

ACH Filter Service does not apply to transactions between the Customer and Bank. Bank may pay ACH Entries which the Customer has authorized Bank to originate against its account.

ACH Filter does not cover an ACH entry if Bank has paid the item or is committed to honor or pay the item under applicable laws, regulations, or rules governing checks. Bank may also pay any ACH Entry Reversals which Bank is required to accept under NACHA Rules, operating circulars, and / or other applicable rules, guidelines or regulations.

(d) <u>Notification Methods.</u> Payment Manager offers notification via email and mobile text messaging capabilities. The Customer agrees that Bank may send

messages through the Customer's communication service provider in order to deliver them to the Customer and that the Customer's communication services provider is acting as the Customer's agent in this capacity. Bank may use a telephone number, e-mail address, or other delivery location Bank has in its records for the Customer or other such contact information as the Customer may provide to Bank for these services so that Bank may send the Customer certain information about the Customer's applicable account. Additionally, the Customer agrees to indemnify, defend and hold Bank harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys' fees) arising from the Customer's provision of a phone number, e-mail address, or other delivery location that is not the Customer's own or the Customer's violation of applicable federal, state or local law, regulation or ordinance. The Customer's obligation under this paragraph shall survive termination of the Agreement.

The email and text messages are provided for the Customer's convenience and do not replace the Customer's responsibility to review exceptions and make pay and return decisions. The Customer understands and agrees that these Services will not contain item details but only that action needs to be taken. The Customer also understands that there may be a disruption in service when the Customer changes its communications service provider. Messages may be delayed or impacted by factor(s) pertaining to the Customer's Internet service provider(s), wireless communication service provider, or other parties. Bank will not be liable for losses or damages arising from any non-delivery, delayed delivery, misdirected delivery, or mishandling of, or inaccurate content in, the messages sent through the email and text services. The text service is only available to customers who have an enrolled account with Bank, and the Customer may automatically receive certain emails for enrolled accounts. The Customer is responsible for any and all charges, including, but not limited to, fees associated with text messaging imposed by the Customer's communications service provider. **Message and data rates may apply. Such charges include those from the Customer's communications service provider.** Message frequency depends on user preferences.

(e) Security Procedures. The Customer and Bank shall comply with the following Security Procedures with regard to the delivery/transmittal of Positive Pay files by the Customer to Bank:

(i) Security Controls. Bank has implemented various Positive Pay security controls including, but not limited to: (i) restricting access to the Positive Pay system from a computer or mobile device using an unsupported browser or mobile operating system; (ii) controlling access by requiring authentication through the use of a User ID and Password (if accessed through the Positive Pay Portal) or through the use of Codes (if accessed through Business Online Banking); (iii) automatically terminating sessions after a period of inactivity; (iv) requiring a secure access code (for identification purposes) (if accessed through Business Online Banking) if the computer the Customer is using is not familiar to Bank; and (v) authenticating mobile device specific information such as phone number, IMEI, serial number, or device type may be used as additional authentication when accessing the Positive Pay system through Business Online Banking.

(ii) Security Codes. The Customer's Codes will give the Customer access to the Positive Pay system. Bank is entitled to act on any instructions it receives using the Customer's Codes. Bank recommends that the Customer memorize its password and not write down its password or store it electronically. The Customer should change its password regularly. The Customer can change its password within the Online Services or Positive Pay systems. The Customer is responsible for the confidentiality and use of its User ID and password and other security data, methods and devices in accessing and using the Positive Pay system. The Customer is responsible for keeping its password and account data confidential. When the Customer gives someone its User ID and password, it is authorizing that person to use the Positive Pay system. Bank will therefore consider any access to the Positive Pay system through use of valid User ID and Password to be duly authorized by the Customer, and Bank will carry out any instruction given regardless of the identity of the individual who is actually operating the system. The Customer is responsible for all Positive Pay transactions performed using its User ID and password, even if it did not intend or authorize them. If the Customer believes that its password may have been lost or stolen, Customer must notify Bank at once.

(f) Updating Issued Check File(s). For each Deposit Account for which the Customer requests Services hereunder, Bank will only pay Items presented for payment against such Deposit Account in accordance with the terms of the Agreement. It is the responsibility of the Customer to routinely and regularly update the Check Issued File. Bank is not liable to the Customer or any third party for the payment or rejection of items consistent with the terms of the Agreement, or for the erroneous payment or rejection of an item due to an encoding error or posting error. Should the Customer fail to routinely update Issued Check File(s), Bank may terminate this Service immediately upon written notice to the Customer.

(g) Remedies.

(i) UCC Liability. To the extent applicable, the liability provisions of UCC Articles 3 and 4 shall govern the Positive Pay Services, except as modified below.

(ii) Wrongful Honor. It shall constitute wrongful honor by Bank if Bank pays an Exception Item listed in an Exception Item Report if the Customer issued

Page 29

a timely Return Request identifying said Exception Item. In the event that there is wrongful honor: (i) Bank shall be liable to the Customer for the lesser of the amount of the wrongfully paid Exception Item or the Customer's actual damages resulting from Bank's payment of the Exception Item; (ii) Bank retains the right to assert the Customer's failure to exercise ordinary care under UCC Section 3-406(a), as amended, and the Customer's failure to exercise reasonable promptness under UCC Section 4-406(c), as amended; and (iii) Bank retains the right to assert the defense that the Customer sustained no actual damages because of Bank's honor of the Exception Item discharged for value.

(iii) <u>Wrongful Dishonor</u>. Except as provided below, it shall constitute wrongful dishonor by Bank if Bank dishonors an Exception Item for which the Customer has not issued a Return Request.

(1) The Bank's liability for wrongful dishonor of an Exception Item shall be limited to the actual damages suffered by the Customer that were proximately caused by the wrongful dishonor.

(2) Notwithstanding Section 3(f)(iii)(1), Bank shall have no liability to the Customer for wrongful dishonor when Bank, acting in good faith, returns an Exception Item: (i) that it reasonably believed was not properly payable; or (ii) if there are insufficient Available Funds on deposit in the Authorized Account; or (iii) if required to do so by the service of legal process on Bank or the instructions of regulatory or government authorities or courts, or (iv) if the Customer fails to provide proper and timely notice to pay the Exception Item.

(iv) <u>Rightful Honor and Dishonor</u>.

(1) If the Customer does not issue a Return Request to Bank for an Exception Item in accordance with Section 3(b)(v), and Bank honors such Exception Item, such honor shall be rightful, and the Customer waives any right it may have to assert that the Exception Item was not properly payable under UCC Section 4-401.

(2) If Bank dishonors an Exception Item in accordance with a Return Request issued by the Customer, the dishonor shall be rightful, and the Customer waives any right it may have to assert that the dishonor was wrongful under UCC Section 4-402.

(3) The Customer agrees that Bank exercises ordinary care whenever it rightfully honors or dishonors an Exception Item consistent with the provisions of this Agreement.

4. ACH Block

(a) <u>The Service.</u> Bank receives incoming ACH entries and blocks the account from accepting the debit and or credit transaction based on customer request at setup. No decision is needed as this is a standing order to block

transactions ("Block").ACH Block does not cover an ACH entry if Bank has paid the item or is committed to honor or pay the item under applicable laws, regulations, or rules governing checks. Bank may also pay any ACH Entry Reversals which Bank is required to accept under NACHA Rules, operating circulars, and / or other applicable rules, guidelines or regulations. ACH Block Service does not apply to transactions between the Customer and Bank. Bank may pay ACH Entries which the Customer has authorized Bank to originate against its account.

5. Remote Deposit Capture

(a) <u>The Service</u>. Bank agrees to provide Remote Deposit Capture Services to Customer for the purpose of depositing Customer's checks through the Internet or by creating information to deposit checks through the software provided by Bank, for improved collections and increased availability of funds in selected Deposit Accounts identified to Bank.

(b) <u>Definitions</u>. The meanings of the defined terms set forth below are also applicable to this Agreement. If any capitalized term is used in Regulation CC (Vol. 12 of the U.S. Code of Federal Regulations, part 229) promulgated by the Board of Governors of the Federal Reserve Board (the "FRB"), as it may be amended, substituted for, or recodified from time to time ("Reg. CC"), then such term generally shall have the meaning assigned to it in Reg. CC. To the extent that any of the defined terms use a term not defined herein but otherwise defined in Reg. CC, then such definition also incorporates the meaning assigned to the applicable term as set forth in Reg. CC. Other non-grammatical capitalized terms used in the Agreement, if defined herein or in the Agreement, are given the meaning assigned to such terms the first time the term is used. All other non-grammatical capitalized terms used that are not otherwise defined herein shall have the meaning given to such term in Article 3 or Article 4 of the Texas UCC as amended from time to time.

(i) "Check" means a draft, payable on demand and drawn on or payable through or at an office of a bank, whether or not negotiable, that is handled for forward collection, including a Substitute Check and a traveler's check; and does not include a non-cash item payable in a medium other than United States dollars.

(ii) "Deposit Account" means the Customer's designated deposit account at Bank.

(iii) "RDC Security Procedures" means the use of identification codes, encryption, passwords, logon identifications, personal or location identification numbers, repetitive codes, and other security devices, systems and software used by the Customer to communicate through the Internet for the Remote Deposit Service.

(iv) "Remote Deposit Capture Services" means all duties to be performed by Bank regarding the Remote Deposit Service.

(v) "Remote Deposit Service" means all information, web-based services, technological infrastructure and installed software, if applicable, on the Customer's computers, which allow Customer to submit Checks to Bank for deposit through the Internet or by creating information to deposit Checks through the software provided by Bank.

(vi) "Substitute Check" means a paper reproduction of the original Check that:

(1) contains an image of the front and back of the original Check;

(2) bears a MICR line containing all the information on the MICR line of the original Check, except as provided under generally applicable industry standards for substitute Checks to facilitate the processing of substitute Checks;

(3) conforms, in paper stock, dimension, and otherwise, with generally applicable industry standards for substitute Checks; and

(4) is suitable for automated processing in the same manner as the original Check.

(vii) "Federal Financial Institutions Examination Council" or "FFIEC" consists of the Board of Governors of the Federal Reserve System, the Federal Deposit Insurance Corporation, the National Credit Union Administration, the Office of the Comptroller of the Currency, the Office of Thrift Supervision, and a representative of the State Liaison Committee. The FFIEC is the governing body which provides high-level descriptions of risk management processes that include planning, risk identification and assessment, controls, and measuring and monitoring.

(c) Duties and Responsibilities of Bank. Bank hereby grants to Customer a non-exclusive ability to utilize the Remote Deposit Service through the Internet or by creating information to deposit Checks through the software provided by Bank, and to use Bank's proprietary documentation for the term of this Agreement. Customer agrees that Bank may process these Checks in accordance with the terms of this Agreement.

(i) Processing. Bank will process, encode, endorse and deposit into the Deposit Account, Checks submitted by Customer through the Remote Deposit Service in accordance with Bank's internal procedures and all state and federal laws during any Business Day, subject to the Cutoff Time below. Bank will not examine Checks to verify any data or dates. Bank will process the Check according to the amount entered by Customer, if applicable, or by the numeric amount shown. If the numeric amount is unclear, Bank may process the Check according to the written amount, and Bank may correct the amount entered by the Customer. If the Check is ambiguous, Bank will return the check as an exception. Checks made payable to the Customer or

any reasonable derivation thereof are acceptable for deposit. If a Check does not have the necessary information to be processed by Bank, then Bank will treat the Check as an exception. If a Check is treated as an exception, it will be forwarded by Bank to the Customer, and not deposited or otherwise reflected in the account of Customer. Bank will disregard any notation on a Check containing "paid in full" or other restrictive notation, whether preprinted or handwritten, and treat any such Check as though such notation did not appear thereon.

(ii) Reporting. Reports regarding the Remote Deposit Service will be available through the Bank-provided software which the Customer may access through the Internet.

(d) Duties and Responsibilities of the Customer.

(i) Use of Remote Deposit Service. Customer shall be solely responsible for installing and maintaining up to date any malicious code security ("anti-virus") capability on its computers and information systems. Customer shall submit valid Checks payable to Customer by using the Remote Deposit Service in accordance this Agreement. In using the Remote Deposit Service, Customer shall create an image of the Check or Checks and the associated MICR data using approved hardware provided by Bank. If applicable, Customer agrees to enter in the amount of the Check using the written amount of the Check into the Remote Deposit Service in the data field provided. Customer agrees to abide by all terms and conditions contained in this Agreement for using the Remote Deposit Service, including but not limited to the specifications and image standards for Checks in accordance with standards as outlined in 12 CFR Part 210.

(ii) Check Endorsements. To comply with Reg CC guidance concerning endorsements for electronic check deposit, Remote Deposit Capture endorsements must be placed on the physical check. The Bank requires a minimum endorsement of "Electronically Deposited at First Financial Bank." Customer may request an additional virtual endorsement be configured in each Remote Deposit Capture profile for the Customer's benefit. If the Customer requires a change in the endorsement, the Customer shall coordinate the change with Bank at which time Bank shall implement the change.

(iii) Substitute Checks. Customer agrees that it will not deposit any Substitute Checks unless Bank specifically agrees to accept such deposit. If in the absence of such specific agreement Bank processes any substitute checks, other than returned items for deposit, Customer agrees that such processing shall not be deemed to be Bank's agreement to accept any Substitute Checks for deposit and that Customer will be solely responsible for any loss or liability in connection with the deposit.

(iv) Records Retention. Customer shall retain each original Check that is processed through any

Remote Deposit Capture activity for a reasonable period of time, but Bank recommends that Customer keep each original Check for at least fourteen (14) Business Days from the date of deposit or such longer time but not to exceed ninety (90) days for its own protection. Customer understands that in all cases it is solely responsible for safeguarding all items it retains as required or permitted by this Remote Deposit Service from destruction, alteration or theft in accordance with the provisions of this Agreement.

(e) <u>Security Procedures and Communications</u>. Certain RDC Security Procedures designed to verify the origination (but not errors in transmission or content) of instructions, orders and other communications sent by Bank and Customer might be used in connection with the Remote Deposit Service. Customer agrees that any such mutually agreed-upon RDC Security Procedures shall be deemed commercially reasonable. Bank shall not be obligated to act on a communication not transmitted in accordance with the RDC Security Procedures and may refuse to act on any communication where Bank reasonably doubts its authorization, contents, origination or compliance with the RDC Security Procedures. Bank shall have no duty to discover, and shall not be liable for, errors or omissions by the Customer. If Bank complies with the RDC Security Procedures in respect of a communication, Bank shall be entitled to act on that communication and shall not be obligated to verify the content of such communication, establish the identity of the person giving it, or await any confirmation thereof, and Bank shall not be liable for acting on, and Customer shall be bound by, any communication sent in the name of Customer, whether or not authorized.

Bank reserves the right to issue new RDC Security Procedures and/or to cancel or change any RDC Security Procedures from time to time. Whenever the RDC Security Procedures include the assigning to Customer of any confidential password, logon identification, identification code, personal or location identification number, repetitive code, or similar security device, Customer shall not disclose such security device except to employees or agents authorized to act for Customer in connection with the Remote Deposit Service. Customer shall implement such safeguards as are reasonably necessary to ensure the confidentiality and integrity of such security devices, and shall immediately notify Bank if the confidentiality or integrity of any such security device is breached or threatened. Customer shall be solely responsible for the safekeeping of such security devices and assumes all risk of accidental disclosure or inadvertent use of such security devices by any party whatsoever, whether such disclosure or use is on account of Customer's negligence or deliberate acts or otherwise. Bank shall not be liable for any loss or damage resulting from fraudulent, unauthorized or otherwise improper use of any security devices.

(f) <u>Personal Computer File Transmission</u>. The Customer's Authorized Representative will access the Remote Deposit system by utilizing the prearranged log on procedures, remote ID and file ID. The Customer is solely responsible for any access by its employees and agents to the data files maintained on the Customer's personal computers or Remote Deposit database. Customer hereby acknowledges that access to the Remote Deposit system must be carefully and continuously controlled. In accordance with the aforesaid, the Customer agrees to use the highest standard of diligence to ensure the confidentiality of user passwords and will prohibit the unauthorized access to or use of the Remote Deposit secure web site.

(g) <u>License</u>. Subject to the terms and conditions of this Agreement and these Remote Deposit Capture Services specific provisions, Bank hereby grants Customer a non-exclusive, non-transferable, limited license to access and/or use Bank's processing software for Customer's own business operations.

(h) <u>Provisions Applicable to Customer Related Entity Use</u>. If a Customer elects to receive the Remote Deposit Capture Services, such Services also include the ability and license for Customer and its Related Entities to use the Processing Equipment and Processing Software to perform Remote Deposit Capture Services to transmit an Electronic Deposit to Bank, including a file of Sufficient Image Copies of checks that total to the amount of the Electronic Deposit. Customer must list such Related Entities in Bank's Related Entities Section of Schedule A. If a Customer's Related Entity maintains its normal check processing activity in a location remote from the Processing Equipment and Processing Software licensed by Bank to Customer, then such Related Entity shall also complete any forms required by Bank, and shall so license additional Processing Equipment and Processing Software, at the same fees, unless other duly authorized compensation arrangements have been made in writing between Customer and Bank. Each Related Entity, by using the Processing Equipment and Processing Software either licensed indirectly through Customer or licensed directly to the Related Entity, hereby agrees to abide by each and every term of this Agreement, including governing law, for each and every Electronic Deposit transmitted by the Related Entity.

(i) "Remote Remittance Capture" relates to the Remote Remittance Capture functionality (the "RRC Functionality") of the Remote Deposit Capture Service offered.

(j) Description of the Remote Remittance Capture Functionality. The RRC Functionality extends Customer's ability to create an electronic image of, and to create a file of certain information relating to, an original paper check to any remittance materials (including any payment coupons and other materials) that accompany that original paper check. When Customer uses the RRC Functionality, the term "Captured Image" in the Remote Deposit Capture Service Schedule includes the electronic images and file of related information of the original paper check and any related remittance materials. In addition, Captured Images created with the RRC Functionality must be transmitted to Bank through an online portal that Bank designates to Customer from time to time rather than

through the Business Online Banking Service. Details regarding the RRC Functionality and certain formatting and other technical requirements that Customer must follow when using the RRC Functionality are provided in the Remote Deposit Capture Service Documentation.

(k) Payment Coupons. Bank will not begin providing the RRC Functionality to Customers using payment coupons until Bank tests the performance of the coupons and the test is satisfactorily completed. . Customer shall not change payment coupons without Bank approval, which Bank will give only after Bank has successfully tested the changed or new payment coupons.

(l) Data Files. Each business day, Bank will make a data file regarding the Captured Images processed through the RRC Functionality that day available to you through the Business Online Banking Service. The data file will be in the format indicated, will contain the elements selected, and will be made available by the deadline set forth, in the Remote Remittance Capture Service Setup Form. Customer agrees that Bank will not be liable for good faith errors in any of the data files.

(m) Contingency Plan. If, for any reason, the RRC Functionality is not available or Customer is unable to create or transmit Captured Images to Bank Customer must capture information regarding the remittance materials that accompany the original paper checks by another method.

(n) Representations and Warranties. It is the intention of the parties to this Agreement that the warranties deemed given by a depositor of a check to a bank under the UCC as applicable from time to time in the State of Texas shall also apply to any image or electronic representation of an Original Check transferred by Customer to Bank as if such image or electronic representation were a paper check within the meaning of the UCC. Accordingly, except to the extent that any warranties deemed given under the UCC are expressly superseded by CTA or Check 21, Customer understands that Customer shall be deemed to have given Bank all of the warranties that Customer would have given under the UCC for the deposit of an Original Check by transferring to Bank any electronic file that contains or purports to contain a Sufficient Image Copy of an Original Check. The above warranties are deemed given to Bank and any person, company or bank to which Bank transfers, presents or returns any of the images included in such electronic file as a Sufficient Image Copy or that purports to be a Sufficient Image Copy created by Bank or any subsequent bank receiving a copy of such image. Customer represents that it shall permit no entity to use the Processing Equipment and Processing Software, whether licensed to Customer directly, or licensed to one of its Related Entities, other than a Related Entity listed on Bank's appropriate authorization form. For the purpose of avoiding doubt, and not as a limitation of the generality of the foregoing statement, Customer acknowledges that the indemnification obligations of Customer set forth in Section (k) below apply equally to the activities of each Related Entity of Customer, so that Bank may call upon Customer and its assets to satisfy

such indemnification obligations, even if the conduct that gave rise to the indemnity obligation was conducted by a Related Entity of Customer.

(o) **CUSTOMER INDEMNITY. IF CUSTOMER ELECTS TO USE BANK'S REMOTE DEPOSIT CAPTURE SERVICE THEN, IN ADDITION TO THE INDEMNIFICATION OF BANK BY CUSTOMER AS SET FORTH ELSEWHERE IN THIS AGREEMENT, CUSTOMER ASSUMES LIABILITY FOR, AND HEREBY AGREES TO INDEMNIFY, PROTECT AND HOLD HARMLESS BANK AND ITS AGENTS, OFFICERS, DIRECTORS, EMPLOYEES, SUCCESSORS AND ASSIGNS ("BANK INDEMNITEES"), FROM AND AGAINST ANY AND ALL LIABILITIES, OBLIGATIONS, LOSSES AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, OF ANY KIND OR NATURE ("DAMAGES") ARISING OUT OF THE USE OF, CONDITION (INCLUDING LATENT AND DEFECTS AND WHETHER OR NOT DISCOVERABLE BY CUSTOMER OR BANK), OPERATION, OWNERSHIP, SELECTION, DELIVERY, INSTALLATION OR LICENSING OF ANY ITEM OR PROCESSING EQUIPMENT. NOTWITHSTANDING THE FACT THAT TITLE TO THE PROCESSING EQUIPMENT LICENSED BY BANK TO CUSTOMER SHALL REMAIN WITH BANK AT ALL TIMES, AND THAT THE PROCESSING EQUIPMENT SHALL AT ALL TIMES BE AND REMAIN THE PERSONAL PROPERTY OF BANK, CUSTOMER HEREBY EXPRESSLY AGREES TO INDEMNIFY AND REIMBURSE BANK FOR THE COST OF ANY PROCESSING EQUIPMENT THAT IS DAMAGED, LOST OR STOLEN WHILE SUCH PROCESSING EQUIPMENT IS IN THE POSSESSION AND CONTROL OF CUSTOMER (INCLUDING ANY OF CUSTOMER'S EMPLOYEES, AGENTS OR SUBCONTRACTORS), EXCEPT THAT SUCH INDEMNIFICATION AND REIMBURSEMENT COSTS SHALL NOT EXTEND TO ANY DAMAGE, LOSS OR THEFT DUE TO THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF BANK. Bank shall, in its sole and absolute discretion, determine whether to seek indemnification and reimbursement from Customer for any Processing Equipment that is damaged, lost or stolen while in Customer's possession and control.**

(p) Limitation on Bank Liability for Remote Deposit Capture Services. Bank shall not have any liability for any breach of any representation, warranty or covenant of this Agreement to the extent caused by: (i) the unavailability of the external connection services and other Internet network functions; (ii) any modifications, alterations of or additions to the Processing Software or Processing Equipment performed by anyone other than Bank or Bank's designated service providers; (iii) the use of the Processing Software or the Processing Equipment by Customer in a manner not as set forth in this Agreement or any procedures or Documentation, in a manner for which it was not designed, or in combination with systems, products or components not supplied or approved in writing by Bank; of (iv) Customer's use of

software, equipment or other systems not supplied by Bank. **CUSTOMER UNDERSTANDS AND EXPRESSLY ACKNOWLEDGES AND AGREES THAT, IN ADDITION TO THE LIMITATIONS ON LIABILITY SET FORTH ELSEWHERE IN THIS AGREEMENT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, BANK SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE OR ANTICIPATED PROFITS OR FOR ANY INDIRECT LOSS THAT THE CUSTOMER MAY INCUR OR SUFFER IN CONNECTION WITH BANK TERMINATING CUSTOMER'S REMOTE DEPOSIT CAPTURE SERVICES IN ACCORDANCE WITH THIS AGREEMENT.**

6. Wire Transfer

(a) <u>The Service</u>. Bank agrees to provide for origination of Funds Transfers by Wire ("Wire Transfer") through the Customer's computer or by telephone. Bank will act upon the Customer's instructions to debit one or more specified Deposit Accounts of the Customer and will transfer funds from such Deposit Account(s) for credit to the Customer and/or other persons or companies or specified accounts in accordance with the terms hereof.

(b) <u>Definitions</u>.

(i) "<u>Repetitive Transfers</u>" means Funds Transfer requests made routinely with instructions remaining constant except for the date and dollar amount.

(ii) "<u>Non-Repetitive Transfers</u>" means Funds Transfer Requests made routinely with only the debit account remaining constant.

(iii) "<u>Online Wire Transfer</u>" means a Wire Transfer initiated by a Customer via Bank's Business Online Banking Services.

(iv) "<u>Domestic Wire</u>" means a Wire Transfer that will not go outside of the United States and will be in U.S. dollars.

(v) "<u>Foreign Wire</u>" means a Wire Transfer that eventually will be credited to an account outside the United States or will be sent in a currency other than U.S. Dollars.

(vi) "<u>Wire Templates</u>" means formats for repetitive, non-repetitive, foreign and tax wires established in Bank's Business Online Banking Services by the Customer or established by Bank based on the Customer's request. Wire templates are the formats in Bank's Business Online Banking Services that enable the Customer to initiate Online Wire Transfers.

(c) <u>Wire Template Maintenance; Customer's Liability for Errors to Beneficiary Information</u>. Bank establishes non-repetitive Wire Templates for Customers based on the information provided by the Customer. The Customer may use those non-repetitive Wire Templates to establish repetitive Wire Templates as needed.

THE CUSTOMER UNDERSTANDS AND AGREES THAT THE CUSTOMER AND NOT BANK WILL CONTROL THE BENEFICIARY INFORMATION FOR ALL WIRE TRANSFERS, INCLUDING ANY REPETITIVE WIRE TEMPLATES, AND THAT IF ANY WIRE TRANSFER INSTRUCTION BY THE CUSTOMER DESCRIBES THE INTENDED RECIPIENT OF FUNDS INCONSISTENTLY BY NAME AND ACCOUNT NUMBER THAT PAYMENT BY THE RECEIVING BANK (WHICH MAY BE BANK) MAY BE MADE ON THE BASIS OF ACCOUNT NUMBER ALONE EVEN IF THAT ACCOUNT IS NOT OWNED BY THE PERSON OR ENTITY NAMED IN THE WIRE TRANSFER INSTRUCTION. BANK WILL NOT BE LIABLE FOR ANY ERRORS OR LOSSES RESULTING FROM ANY ERRORS IN OR CHANGES TO THE BENEFICIARY INFORMATION PROVIDED BY THE CUSTOMER. CUSTOMER HEREBY AGREES AND ACKNOWLEDGES THAT BANK IS NOT RESPONSIBLE FOR DETECTING ANY CUSTOMER ERROR CONTAINED IN ANY INDIVIDUAL WIRE TRANSFER.

IN THE EVENT THAT A WIRE TRANSFER IS UNAUTHORIZED BUT EFFECTIVE PURSUANT TO THE SECURITY PROCEDURES AND OTHER PROCEDURES AGREED TO HEREIN, BANK IS ENTITLED TO ENFORCE OR RETAIN PAYMENT FOR THE WIRE TRANSFER FROM CUSTOMER UNLESS THE CUSTOMER CAN PROVE THAT THE WIRE TRANSFER WAS NOT CAUSED, DIRECTLY OR INDIRECTLY, BY A PERSON EITHER (I) ENTRUSTED AT ANY TIME WITH DUTIES TO ACT ON CUSTOMER'S BEHALF WITH RESPECT TO SUCH WIRE TRANSFER OR THE SECURITY PROCEDURES OR OTHER PROCEDURES HEREIN, OR (II) WHO OBTAINED ACCESS TO CUSTOMER'S TRANSMITTING FACILITIES OR WHO OBTAINED, FROM A SOURCE CONTROLLED BY CUSTOMER AND WITHOUT AUTHORITY OF BANK, INFORMATION FACILITATING A BREACH OF THE PROCEDURES, REGARDLESS OF HOW THE INFORMATION WAS OBTAINED OR WHETHER CUSTOMER WAS AT FAULT.

(d) <u>Wire Transfer Procedures</u>. Customer agrees to make all wire transfer transaction requests according to the security procedures that are set forth below. Notwithstanding the foregoing: (1) in the event that any third party wire transfer system imposes procedures upon Bank, Bank may immediately implement such procedures, followed by notice to the Customer; (2) Bank is not required to act upon any transaction request that does not comply with Bank's security procedures; (3) Bank is not required to act upon any transaction request which exceeds Customer's available balance on account with Bank or which Bank is unable to authenticate to its satisfaction; and (4) Bank may revise its security procedures upon notice to the Customer and in such case, such revised security procedures shall be binding upon the Customer.

(e) <u>Security Procedures</u>.

(i) Bank will only accept a funds transfer request that is made using the appropriate "Security Procedures" and codes. Bank always recommends that the Customer incorporate dual control authorities when initiating outgoing wires transfers. If the Customer chooses to allow a single Authorized Party to draft and approve an outgoing wire transfer request, Bank will require the Customer to document a waiver of this recommendation by completing a Waiver of Recommended Wire Transfer Procedure. Bank will assign personal identification numbers ("PINs"), user ID's, unique passwords, and security tokens (collectively referred to herein as "IDs") as applicable, which Authorized Parties will use to make transfer requests. The Customer understands and accepts responsibility for maintaining a high level of security in reference to such IDs.

(ii) Prior to initiating a transfer request, Bank may, but shall not be obligated to, confirm by telephone with an authorized representative of the Customer any third party transfer request. Third party transfer requests are defined to include any movement of funds from an account of the Customer maintained at Bank to an account of the Customer with a different name at another bank, as well as any movement of funds from Customer's account maintained at Bank to any company, individual or representative of any other company. The Customer understands that if and when Bank attempts to confirm transfers, a delay may occur pending an independent confirmation.

(iii) Each Authorized Party will have access to Bank's Business Online Banking System with the ability, as authorized, to draft and approve an outgoing wire transfer request through an ID. Each Authorized Party shall be permitted to make wire transfers by telephone and will be issued a PIN. It shall be the sole responsibility of the Customer to safeguard each ID. The effectiveness of the security procedures depends on the Customer safeguarding its IDs and limiting access to the service to Authorized Parties. Any act or omission of the Customer that permits any other party besides Authorized Parties to learn any Customer IDs and enables the outside party to use this information to use Bank's online banking system and/or telephone wire department destroys the security of the IDs and the results thereof are the responsibility of the Customer. In the event that Customer has reason to believe that any IDs have been compromised, the Customer shall immediately advise Bank by telephone. Upon such notification, Bank will issue new IDs to Customer's Authorized Parties. Until the new IDs have been issued, the Authorized Parties' use of Bank's online banking system and telephone wire department will be abated. In order to maintain a high level of security, each ID may be changed periodically by Bank. Before this occurs, Bank will notify the Customer of the impending change and supply applicable Authorized Parties with new IDs.

(iv) The Security Procedures to initiate Online Wire Transfers are as follows: Bank is hereby directed to complete all funds transfer instructions received from Customer using Bank's Online Banking System. Bank shall have no liability for performing all funds transfer instructions submitted through the service as long as Bank complies with the instructions received. Each Authorized Party designated to draft and approve a wire transfer request will have an ID, which shall include a user ID, unique password, and security token, to access the wire transfer system. Each Authorized Party may change his or her own password. Customer acknowledges and accepts sole responsibility for the security of each ID issued to Customer's Authorized Parties and access to the service, and agrees to hold Bank harmless for complying with all instructions received from Authorized Parties in connection with the service. Customer understands that Bank will not call the Customer to verify the authenticity or accuracy of any wire transfer instruction and that Bank will have no liability for performing each wire transfer instruction without verifying the instruction with Customer.

(v) The Security Procedures to submit wire transfer instructions by telephone with dual callback are as follows: When initiating a wire transfer request, the Authorized Party must contact the wire transfer department and provide specifics of the wire transfer request and his or her PIN. This information includes, but is not limited to, his or her name, the Customer name, the User's PIN, the account number from which the funds are to be drawn, the amount of the transfer, the name of the bank and the bank's ABA number to which the funds are to be transferred and the name and account number of the receiving party to which the funds are to be transferred. When verifying the wire transfer instructions **the wire transfer department will call back to a different Authorized Party to confirm and verify the wire transfer request**. A PIN must be used to identify the individual verifying the wire transfer instruction. A facsimile is required on all third party wire transfers. Third party wire transfer requests are defined to include any movement of funds from an account of Customer maintained at Bank to an account of Customer with a different name at another bank, as well as any movement of funds from Customer's account maintained at Bank to any company, individual or representative of any other company at another bank.

(vi) The Security Procedures to submit wire transfer instructions by telephone with callback verification to the same person submitting the request are as follows: When initiating a wire transfer request, the Authorized Party must contact the wire transfer department and provide specifics

of the wire transfer request and his or her PIN. This information includes, but is not limited to, his or her name, the Customer name, the User's PIN, the account number from which the funds are to be drawn, the amount of the transfer, the name of the bank and the bank's ABA number to which the funds are to be transferred and the name and account number of the receiving party to which the funds are to be transferred. When verifying the wire transfer instructions **the wire transfer department will call back to ANY Authorized Party, including the same Authorized Party who provided the instruction to confirm and verify the wire transfer request**. A PIN must be used to identify the individual verifying the wire transfer instruction. A facsimile is required on all third party wire transfers. Third party wire transfer requests are defined to include any movement of funds from an account of Customer maintained at Bank to an account of Customer with a different name at another bank, as well as any movement of funds from Customer's account maintained at Bank to any company, individual or representative of any other company at another bank.

(f) <u>Transfer Requests</u>. Requests for transfers may be initiated online by an Authorized Party or a User of the Customer providing to Bank the following information (i) User ID and password; (ii) multifactor authentication; (iii) the amount to be transferred; (iv) the bank to which funds are to be transferred, identified by name and transit routing number; and (v) the name of the receiving party and account number to which funds are to be transferred.

(g) <u>Submission of Transfers</u>. In order for Domestic Online Wire Transfers to be sent same day, a Wire Transfer Request must be submitted through phone to Bank's wire transfer department by 3:30 p.m. Central Time on a Business Day or through Bank's online banking software by 4:00 p.m. on a Business Day. Wire Transfers shall be deemed delivered to Bank when the applicable Security Procedures have been complied with and the submission to Bank is completed in accordance with the Agreement.

(h) <u>Acceptance and Execution of Transfer Requests</u>.

(i) <u>Bank Acceptance of Requests</u>. A Wire Transfer request from the Customer shall be considered accepted by Bank when Bank executes it.

(ii) <u>Deadlines</u>. The Customer acknowledges that Bank maintains deadlines for accepting Wire Transfer requests. Such deadlines are subject to change from time to time at the sole discretion of Bank. If a Wire Transfer request from the Customer is received after the deadline, it may be executed the next Business Day.

(iii) <u>Bank Acceptance of Instructions</u>. No instructions or other restrictions limiting Bank's acceptance of a Wire Transfer request from the Customer shall be effective unless accepted and agreed to in writing by Bank. However, Bank at its option may elect to act consistently with such instructions or other restrictions which it believes in good faith were made by an Authorized Party or User of the Customer.

(iv) <u>Instructions</u>. Bank shall make debits according to the instructions received from the Customer and credits according to the instructions received electronically for each request.

(v) <u>Transmission</u>. In executing any Wire Transfer request, Bank may utilize such means of transmission as it may reasonably select, including through the Federal Reserve Bank System ("Fed"). Bank may initiate Wire Transfer requests in any order convenient to it.

(vi) <u>International Wires</u>. In order for International Wires to be sent same day, a Wire Transfer request must be submitted as follows: International Wires in U.S. Dollars must be submitted through phone to the wire transfer department by 3:30 p.m. Central Time. International Wires in U.S. Dollars can be submitted through Business Online Banking until 4:00 p.m. Central Time. International Wires sent in foreign currency must be submitted by phone or through Business Online Banking to the wire transfer department by 12:30 p.m. Central Time.

(vii) <u>Rejections by Bank</u>. Bank may, in good faith, reject, except when prohibited by law, at its sole discretion, any transfer request it receives from the Customer (including any Authorized Party) for any reason. Bank shall notify the Customer of Bank's rejection of the transfer request by telephone, electronic message, or U.S. Mail. Bank will comply with regulations issued by the U.S. Treasury's Office of Foreign Assets Control ("OFAC"). If any transfer request is to an entity listed on OFAC's list of Specially Designated Nationals and Blocked Persons, by law Bank shall not complete the transfer. Bank shall have no liability to the Customer as a result of Bank's rejection of any transfer request if it complies with the terms of this Agreement.

(viii) <u>Rejection of Bank's Transfer Request</u>. If Bank receives notice that a wire transfer transmitted by Bank has been rejected, Bank shall notify the Customer of such rejection including the reason given for rejection by telephone, electronic message, or U.S. mail. Bank will have no further obligation to transmit the rejected wire transfer if it complied with this Agreement with respect to the original transfer request.

(ix) **Revocation of Transfers. The Customer has no right to reverse, adjust, or revoke a Wire Transfer request after Bank has executed the Wire Transfer. If the Customer requests the reversal, adjustment or revocation of a Wire Transfer request, Bank may (but shall not be obligated to) attempt to recover the funds from the transferee using whatever steps Bank may deem appropriate.**

THE CUSTOMER EXPRESSLY AGREES TO INDEMNIFY BANK AGAINST ANY COSTS, EXPENSES, DAMAGES AND LIABILITIES, INCLUDING ATTORNEY'S FEES, WHICH BANK MAY INCUR IN ATTEMPTING TO EFFECT SUCH RECOVERY OF FUNDS. BANK MAKES NO REPRESENTATION OR WARRANTY AS TO ITS ABILITY TO REVOKE OR CANCEL A WIRE TRANSFER ONCE MADE.

(x) <u>Confirmation</u>. Bank may send the Customer an e-mail confirming each executed Wire Transfer request.

(i) <u>Wire Transfer Drawdown Authorizations</u>. Bank will honor 1031/1631 drawdown wire requests subject to the terms of this Agreement and further subject to and conditioned upon Customer's execution of the Wire Transfer Drawdown Authorization and Indemnity Agreement (the "Drawdown Wire Agreement") provided by Bank. Upon execution of the Drawdown Wire Agreement, Customer authorizes the agent identified in such form (the "Agent") to initiate transfers from Customer's designated account(s) to Agent's account (each a " Drawdown Wire"), each as identified in the Drawdown Wire Agreement. Customer agrees that Bank's treatment of, or action related to, a Drawdown Wire shall be treated as if Customer requested the transfer pursuant to the terms of this Agreement. The Customer further authorizes Bank to transfer funds pursuant to the Drawdown Wires without further consent or authorization by the Customer. The Customer understands that this authorization applies to all Drawdown Wires initiated by the Agent to the Customer's designated accounts. Customer understands and agrees that Bank will not honor Drawdown Wires initiated by Agent from accounts other than Customer's designated accounts. If Customer desires Bank to accept Drawdown Wires from accounts other than the Customer's designated accounts, the Customer and Bank must execute a new Wire Transfer Drawdown Authorization and Indemnity Agreement Form to cover said accounts. The Customer understands and agrees that Bank will not confirm with the Customer that the Agent is authorized to make such Drawdown Wires prior to accepting a Drawdown Wire by the Agent. **Customer understands that Bank will not verify the authenticity or accuracy of any** Drawdown **Wire initiated by the Agent with the Customer and/or the Agent and that Bank will have no liability for accepting each** Drawdown **Wire initiated by the Agent without verifying the** Drawdown **Wire with the Customer and/or the Agent. The Customer accepts full responsibility for and agrees to be bound by any and all actions of the Agent with regard to the transfer of funds from the Customer's designated accounts pursuant to the** Drawdown **Wires initiated by the Agent.** Bank may decline any Drawdown Wire request to the same extent it may decline any transfer hereunder. In the event Customer does not have sufficient funds in Customer's designated accounts at the time the Agent initiates any Drawdown Wire, the Drawdown Wire shall be denied. Further, if the Drawdown Wire and associated Bank fees

results in Customer having an overdrawn balance in Customer's designated accounts, Bank in its sole discretion may deny the Drawdown Wire. Notwithstanding any provision herein to the contrary, Bank may honor any Drawdown Wire request in conformance with the instructions outlined in the Drawdown Wire Agreement. The Customer and/or Agent has no right to cancel, reverse, adjust, or revoke a Drawdown Wire request after received by Bank; however, Bank may (but shall not be obligated to), act on the request if Bank receives the request prior to the time Bank executes such Drawdown Wire, provided Bank has sufficient time, in its sole discretion, to effect such cancellation or change. The Drawdown Wire Agreement shall remain in effect unless and until revoked in writing by an authorized representative of Customer and both Bank and Agent have each received such written notice and have had a reasonable period of time to act on such notice.

(j) <u>Limitation of Bank's Liability</u>. **BANK WILL NOT BE LIABLE TO CUSTOMER FOR ANY EXPENSE, CLAIM, LOSS, DAMAGE, OR COST ("DAMAGES") ARISING OUT OF OR RELATING TO BANK'S PERFORMANCE OR FAILURE TO PERFORM UNDER THIS SECTION OTHER THAN THOSE DAMAGES THAT RESULT SOLELY AND DIRECTLY FROM BANK'S ACTS OR OMISSIONS CONSTITUTING GROSS NEGLIGENCE, BAD FAITH OR INTENTIONAL MISCONDUCT AS DETERMINED IN A COURT OF COMPETENT JURISDICTION IN A FINAL NON-APPEALABLE ORDER.**

IN NO EVENT WILL BANK BE LIABLE FOR ANY SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS.

Bank will be excused from any failure to act or delay in acting, and no such failure or delay shall constitute a breach of this Section or otherwise give rise to any liability of Bank, if (i) such failure or delay is caused by circumstances beyond Bank's reasonable control, including but not limited to computer malfunction, legal constraint, emergency conditions, action or inaction of governmental, civil or military authority, fire, strike, lockout or other labor dispute, war, riot, theft, acts of terrorism, flood, earthquake or other natural disaster, breakdown of public or private or common carrier communications or transmission facilities, equipment failure, or negligence or default of Customer or Agent or (ii) such failure or delay resulted from Bank's reasonable belief that the action would have violated any of Bank's guidelines or policies, or rule or regulation of any governmental authority.

Bank will have no fiduciary duties under this Section to any other party, whether as trustee, agent, bailee, or otherwise.

Bank will have no duty to inquire into or determine the existence or enforceability of Customer's agreement with Agent. Bank shall not be deemed to have any knowledge (imputed or otherwise) of any of the terms or

conditions of the agreement between Customer and Agent, or any breach thereof.

Bank may rely on notices and communications it believes in good faith to be genuine and given by the appropriate party, without any independent investigation and Bank shall have no duty to inquire into the authority of the person in giving such notice or instruction. Bank may accept, acknowledge or act upon any notice, instructions or other directions hereunder that contain minor mistakes or other irregularities. Bank may reject, except when prohibited by law, at its sole discretion, any Drawdown Wire from Agent for any reason.

Notwithstanding any of the other provisions in this Section, in the event of the commencement of a case pursuant to Title 11, United States Code, filed by or against Customer, or in the event of the commencement of any similar case under then applicable federal or state law providing for the relief of debtors or the protection of creditors by or against Customer, Bank may act as Bank deems reasonably necessary to comply with all applicable provisions of governing statutes and shall not be in violation of this Agreement as a result.

(k) Indemnity. **CUSTOMER AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD BANK, AND ALL OF ITS OFFICERS, DIRECTORS, SHAREHOLDERS AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, SUITS OR OTHER LITIGATION (INCLUDING COSTS THEREOF AND ATTORNEYS' FEES) OF EVERY KIND OR CHARACTER ARISING OUT OF OR RELATING TO BANK'S PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT OR ANY LOSS RESULTING THEREFROM, INCLUDING ANY LOSSES CAUSED IN WHOLE OR PART BY ANY NEGLIGENT ACT AND/OR OMISSION BY BANK OR ITS EMPLOYEES, OTHER THAN THOSE ULTIMATELY DETERMINED TO BE FOUNDED ON GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE BANK. THE DUTY TO DEFEND HEREUNDER IS INDEPENDENT AND SEPARATE FROM THE DUTY TO INDEMNIFY AND THE DUTY TO DEFEND EXISTS REGARDLESS OF ANY ULTIMATE LIABILITY OF CUSTOMER AND/OR AGENT. THE DUTY TO INDEMNIFY CONTAINED HEREIN EXISTS INDEPENDENT OF CUSTOMER'S INSURANCE.**

WITHOUT LIMITING THE FOREGOING, CUSTOMER ACKNOWLEDGES AND AGREES THAT BANK SHALL BE ENTITLED TO CONCLUSIVELY PRESUME THAT ANY PERSON PURPORTING TO BE AGENT OR AN AUTHORIZED REPRESENTATIVE OF AGENT WHO INITIATES A DRAWDOWN WIRE FROM CUSTOMER'S DESIGNATED ACCOUNTS SHALL BE DEEMED TO HAVE BEEN DULY AUTHORIZED FOR ALL PURPOSES. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT BANK SHALL INCUR NO LIABILITY TO CUSTOMER OR AGENT FOR ACTING ON INSTRUCTIONS OR VERIFICATIONS GIVEN BY AGENT OR A PERSON PURPORTING TO BE AN AUTHORIZED REPRESENTATIVE OF AGENTAND CUSTOMER SHALL INDEMNIFY BANK FROM ANY LIABILITY ENSUING FROM SO ACTING, REGARDLESS OF ANY CONTRIBUTING FAULT OR NEGLIGENCE OF BANK EXCEPT IN CASES ULTIMATELY DETERMINED TO BE FOUNDED ON GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE BANK.

(l) Release and Waiver of Claims. **CUSTOMER HEREBY RELEASES, ACQUITS AND FOREVER WAIVES, DISCLAIMS AND DISCHARGES BANK FROM ANY AND ALL LIABILITIES, CLAIMS, DEMANDS AND/OR CAUSES OF ACTION ARISING OUT OF OR RELATING TO BANK'S PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT OTHER THAN THOSE ULTIMATELY DETERMINED TO BE FOUNDED ON GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE BANK.**

May 2020

Treasury Management Services Fee Schedule

Business Online Banking (BOB)

Business Online Monthly– Basic	$0.00
Business Online Monthly – Enhanced	$25.00
Business Online Monthly – Enhanced/Account; 10 included	$2.00
Business Online Monthly – Treasury	$65.00
Business Online – Treasury/Account; 25 included	$3.00
EDI Reporting Monthly – per account for Basic BOB	$10.00
eStatement ISO Monthly	$15.00
File Delivery via SFTP Monthly	$50.00

Business Bill Pay (BBP)

BBP Basic – 25 Bill Pays included; per item over 25	$0.95
BBP Enhanced – 50 Bill Pays included; per item over 50	$0.75
BBP Treasury – Unlimited Bill Pays	$0.00

ACH Origination Services

ACH Origination Item – Enhanced; 25 included	$1.00
ACH Origination Item – Treasury	$0.12
ACH File Reversal/Deletion	$25.00
ACH Returned Debit/Credit Item	$3.00
ACH Return Item Not Authorized	$5.00

Payment Manager

Payment Manager – Positive Pay – included in Enhanced/Treasury	
Payment Manager – ACH Filter – included in Enhanced/Treasury	
Payment Manager Exception Item	$2.00

Remote Deposit Capture Services

Mobile Deposit – Integrated per Deposit	$1.00
Remote Deposit – Low Volume Minimum	$20.00
Remote Deposit Item – Low Volume per Item	$0.30
Remote Deposit Monthly – Standard	$35.00
Remote Deposit Item – Standard	$0.05
RemitPlus Express Monthly	$200.00
RemitPlus Express Add'l Wkstation Monthly	$50.00
RemitPlus Express per Item	$0.10

Wire Transfer

Wire Transfer – Outgoing Online	$15.00
Wire Transfer – Outgoing Int'l	$50.00
Drawdown Wire Initiation	$25.00

Fees are subject to change;

For products/services not governed by this Agreement, see posted the Account Analysis Service Charge Schedule

Treasury Management Services Fee Schedule

Business Online Banking (BOB)

Business Online Monthly– Basic	$0.00
Business Online Monthly – Enhanced	$25.00
Business Online Monthly – Enhanced/Account; 10 included	$2.00
Business Online Monthly – Treasury	$65.00
Business Online – Treasury/Account; 25 included	$3.00
EDI Reporting Monthly – per account for Basic BOB	$10.00
eStatement ISO Monthly	$15.00
File Delivery via SFTP Monthly	$50.00

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BBP Basic – 25 Bill Pays included; per item over 25	$0.95
BBP Enhanced – 50 Bill Pays included; per item over 50	$0.75
BBP Treasury – Unlimited Bill Pays	$0.00

ACH Origination Services

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Payment Manager

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Payment Manager Exception Item	$2.00

Remote Deposit Capture Services

Mobile Deposit – Integrated per Deposit	$1.00
Remote Deposit – Low Volume Minimum	$20.00
Remote Deposit Item – Low Volume per Item	$0.30
Remote Deposit Monthly – Standard	$35.00
Remote Deposit Item – Standard	$0.05
RemitPlus Express Monthly	$200.00
RemitPlus Express Add'l Wkstation Monthly	$50.00
RemitPlus Express per Item	$0.10

Wire Transfer

Wire Transfer – Outgoing Online	$15.00
Wire Transfer – Outgoing Int'l	$50.00
Drawdown Wire Initiation	$25.00

Fees are subject to change;

For products/services not governed by this Agreement, see posted the Account Analysis Service Charge Schedule

Payroll Card Application

EMPLOYER: _____

All fields must be completed to process your application.

FIRST FINANCIAL BANK

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT: To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means to you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying information.

CARDHOLDER INFORMATION

_____
*Social Security Number or Taxpayer ID Number

_____
*Employee First Name   MI   *Last Name

_____
*Mailing Address (No PO Boxes)

_____
*City   *State   *Zip

_____
*Date of Birth (MM/DD/YYYY)

_____
*Primary Phone Number   Secondary Phone Number
                                  (optional)

_____
Email Address (optional)

Citizenship: ☐ U. S. Citizen   ☐ Non-U.S. Citizen

If you are not a citizen of the United States, please provide one of the following forms of identification:

☐ U.S. issued Alien Identification   ☐ Passport

☐ Other Government Issued Identification
        (Example: Matricula Consular Card)

        Type:_____

_____
Country of Issuance

_____
Number   Expiration Date (month/day/year)

Address where card is to be mailed: **(No PO Boxes)**

_____

_____

_____

AUTHORIZATION AGREEMENT
Return completed, signed and dated application to your Employer

I hereby authorize First Financial Bank to issue a Payroll Card to me. I understand that by accepting, activating, and using this card I agree to: (1) the Payroll Card Cardholder Agreement that accompanies my card, and (2) changes to, or replacement for, the Cardholder Agreement, which may be sent or made available to me from time to time. This Authorization Agreement for a First Financial Payroll Card will authorize my employer to electronically Direct Deposit via ACH my periodic salary/compensation payments, and if necessary, debit entries and adjustments for any credit entries in error to my Payroll Card account. This authority will remain in effect until I notify my employer in writing to cancel it and my employer and First Financial Bank have a reasonable opportunity to act upon my request. I understand that I may withdraw funds using an Automated Teller Machine (ATM) (subject to certain withdrawal limits as disclosed in the Payroll Card Terms and Conditions), point-of-sale ("POS") terminals, and wherever MasterCard® debit cards are accepted. By signing this application, I also hereby authorize First Financial Bank to debit my First Financial Payroll Card Account, without notifying me, for the fees described on the card carrier. I understand First Financial Bank may charge those fees at any time. As the property of First Financial Bank, the surrender of this card may be required at any time.

_____
Applicant's Signature

_____
Date

You will receive your card by mail or from your employer before payday.

You must activate your new Payroll Card to begin using it. To activate online, visit www.paynuver.com, enter your card number under New User Registration, and click Register. To activate by phone, **call 1-800-416-6373.**

Unauthorized Transaction Amounts by Authorized Persons
If you authorize someone else to use your Card and/or PIN, you are and shall be held responsible for all Transactions, which that person initiates at any time, even if the amount of the Transaction(s) exceeds what you had authorized.

Documentation
You should receive a receipt from the merchant when you make a purchase or withdraw cash using the Card at either a POS device or ATM. You should retain this receipt to compare it with the Transactions recorded by the Bank. You will not receive a statement detailing your Transactions or Card Value unless you request a sixty (60) day written history of account Transactions, and pay the applicable Paper Statement Fee specified in the Fee Schedule on your card carrier. You may make this request by calling 1-800-416-6373 or by writing to us at TransCard Customer Service, 4080 Jenkins Rd., Suite 200, Chattanooga, TN 37421. You are waiving the right to receive any statement other than by following the procedures specified herein. However, **you can receive your Card Value information free of charge by calling 1-800-416-6373. This information, along with a sixty (60) day history of your Transaction activity, is also available online by logging onto www.paynuver.com. Both of these services are available 24-hours a day, seven (7) days a week.**

List of all fees for Universal Payroll Mastercard® Prepaid Card

All Fees	Amount	Details
Get Started		
Card purchase	$0.00	
Monthly usage		
Monthly Maintenance Fee	$0.00	
Add Money		
Money Load at Financial Institution	$0.00	Third party fees may apply
Direct Deposit	$0.00	Payroll / Tax Refunds / Government Benefits
Spend Money		
Point-of-Sale Signature Transactions	$0.00	
Point-of-Sale PIN Transaction	$0.50	This is a per purchase fee.
Money Move – Card to Card	$0.00	
Money Move – Card to Bank	$2.00	This is a per transfer fee.
Print a Check	$1.50	One free per pay period.
Get Cash		
ATM Withdrawal	$2.95	One free per pay period. This is our fee. You may be charged a fee by the ATM operator, even if you do not complete a transaction.
Over the Counter Cash Withdrawal	$5.00	One free per pay period. This is our fee for additional withdrawals.
Information		
ATM Balance Inquiry	$1.25	This is our fee. You may be charged a fee by the ATM operator.
Live or IVR Customer Service Support	$0.00	No fee for calling our customer service.
Web Access Cardholder Portal	$0.00	
Paynuver App Access	$0.00	
Email & SMS Alerts	$0.00	Fees from your mobile or data carrier may apply.
Using Your Card Outside the U.S.		
ATM Withdrawal – International	$3.50	This is our fee. You may be charged a fee by the ATM operator.
ATM Balance Inquiry – International	$1.75	This is our fee. You may be charged a fee by the ATM operator.
Point-of-Sale PIN Transaction – International	$0.50	This is a per purchase fee.
Currency Conversion Fee – International	3%	Fee is applied to the transaction total in USD.
Other		
Monthly Inactivity Fee	$4.95	Cards with a balance will be assessed a monthly fee after 12 months of no activity.
Online Statement	$0.00	
Card Replacement (Regular or Express Shipping)	$5.95 or $30.95	
Secondary Card Order	$5.95	
Paper Statement	$5.00	Per month requested. Account history is available for free online.

Register your card for FDIC insurance eligibility and other protections. Your funds will be held at or transferred to First Financial Bank, an FDIC-insured institution. Once there, your funds are insured up to $250,000 by the FDIC in the event First Financial Bank fails, if specific deposit insurance requirements are met and your card is registered. See fdic.gov/deposit/deposits/prepaid.html for details.

No overdraft/credit feature.

Contact First Financial Bank by calling 1-800-416-6373, by mail at TransCard Customer Service, P.O. Box 1069, Chattanooga, TN 37401, or visit www.paynuver.com.

For general information about prepaid accounts, visit cfpb.gov/prepaid.

If you have a complaint about a prepaid account, call the Consumer Financial Protection Bureau at 1-855-411-2372 or visit cfpb.gov/complaint.

F1RST FINANCIAL BANK

CIF# _____

Payroll Card – Employer Terms and Conditions Agreement

First Financial Bank, N.A.   **Region** Select Region:

Employer: _____

Introduction

This "Agreement" explains the Terms and Condition for Employer's participation in the Payroll Card Program offered by First Financial Bank. **It is important that Employer reads this Agreement in full and keeps a copy for its records.** This Agreement is a binding contract between First Financial Bank and Employer. By signing this Agreement, Employer agrees to be bound hereby, subject solely to modification hereof by the Bank as may be adopted pursuant to the terms of this Agreement.

Definitions

The "**Bank**" means First Financial Bank as the issuer and owner of the Card. The "**Card (s)**" mean(s) the MasterCard® branded Payroll Card issued by the Bank and subject to the Payroll Card Terms and Conditions Agreement. "**Employer**" means the commercial customer of the Bank who is direct depositing payroll funds for stored value on the Cards issued to said commercial customer's employees. "**Employee**" means someone who is paid by the Employer for work or services performed on Employer's behalf. "**Secondary Card**" means a Card ordered for someone by the Employee. The Payroll Card Program, offered by the Bank through TransCard LLC may be referred to herein as "**the Program**."

Program Participation

The Bank will enroll Employer in the Program and the Employer will offer participation in the Program to Employer's eligible Employees and eligible Secondary Card holders. Eligibility is established for Card holder through employment with Employer and through the Card ordering process as Employees and Secondary Card holders are screened against the Office of Foreign Assets Control's list of Specially Designated Nationals. Employees and Secondary Cardholders are subject to the Payroll Card Terms and Conditions Agreement. Employer will participate in the Program under the terms stated in this Agreement and any additional policies established by the Bank and communicated to Employer in connection with the Program. Employer may only participate in the Program for its internal business purposes and will not offer participation in the Program to any person other than Employees and eligible Secondary Card holders.

Fees and Payment

Employer agrees to pay the cost for the Initial Card Issuance Fee. Fees will be applied and deducted as negotiated with the Bank.

Transmission of Data and Security

Employer or Bank will enter the enrollment data for the Cards for each Employee in accordance with instructions provided by the Bank. Certain actions with respect to the Program will be conducted over the Internet. If Employer's enrollment data is not received, the enrollment will not be processed. The acceptance of Employer's data does not indicate confirmation that the data is error-free. The Bank understands the need to safeguard Employer's information and records from unauthorized use and disclosure. The Program application incorporates measures, including the use of data encryption, network firewalls and other security devices and systems, to attempt to protect Employer's and Employee's personal and business information. However, Employer acknowledges that the Internet is an open system and the Bank cannot and does not warrant or guarantee that third parties will not intercept business or personal information transmitted over the Internet related to the Program. The Bank or its respective agents may contact Employer or Employee by email, telephone, or other manner to communicate important maintenance, administrative, or security issues.

Employer Obligations

Employer shall ensure that each Employee provided with a Card has been properly identified by using the US Department of Homeland Security Employment Eligibility Verification, OMB No 16150047 or such other form as may be required by law or as may be required by the Bank from time to time.

Employer agrees to provide the disclosures required by the Consumer Financial Protection Bureau (CFPB) under the Prepaid Rule before an Employee completes a Payroll Card application and agrees to receive wages by use of a Payroll Card. Cards will be issued to Employees based on information provided by Employer. The Employer's representative signing this Agreement is duly authorized to execute the Agreement on behalf of the Employer. The Bank will take all instructions regarding Employer's participation in the Program from the person(s) named on the Payroll Card Program Set Up Form included with this Agreement . The Bank will not be liable for following such instructions. Employer will promptly review any Program confirmation prepared by the Bank for validity and accuracy according to Employer's records, and Employer will be solely responsible for any inaccuracies contained in such confirmation. Employer understands that funds delivered to the Employee(s) belong(s) to the Employee(s) and may not be returned to the Employer. Any adjustments due to overpayment must be negotiated directly with the Employee(s).

Employer shall adhere to Automated Clearing House guidelines as to submission of direct deposit information to provide allowable time for the direct deposit transaction to be applied to the Cards on the date due and acknowledges that failure to do so may result in a delay in loading the Cards.

Modification of the Program/the Agreement; Notices

The Bank reserves the right to change, modify, or add to the terms and provisions relating to the Program and this Agreement, including the fees required in connection therewith, at any time upon notice to Employer provided at least 30 days in advance of the effective date of such change, except that any change to the terms made to comply with laws or regulations may be effective immediately upon notice. Such changes, modifications, or additions will become effective upon the effective date specified in the notice. Notwithstanding the foregoing, changes to the Payroll Card Terms and Conditions Agreement may be made in accordance with that agreement . Employer's continued use of the Program following the effective date of the notice will constitute Employer's agreement to and acceptance of such changes, modifications, or additions. The Bank reserves the right to change, modify, or cancel the Program or any portion thereof at any time.

Terms and Termination of this Agreement

This Agreement will remain in effect, unless cancelled or terminated by either party upon 30-days prior written notice. Either party may terminate this Agreement at any time if the other party is in material breach of this Agreement and the breaching party fails to cure such breach within 10 days of receiving notice thereof . Employer's failure to fully pay any fees due within 10 days after the applicable due date shall be deemed a material breach. Upon termination, all rights and obligations hereunder will cease, except that Employer's obligation to pay the applicable fees and provide indemnification with respect to Employer's participation in the Program prior to the effective date of termination will survive. The Payroll Card Terms and Conditions Agreements will remain in effect for so long as the applicable Cards remain active in accordance with their terms. Employer will not be entitled to a refund of any fees paid by Employer in connection with the Program prior to termination.

Disclaimer of Warranties and Representations

THE PROGRAM IS PROVIDED ON AN "AS IS," "WHERE IS" AND "WHERE AVAILABLE" BASIS, WITHOUT WARRANTY OF ANY KIND. THE BANK AND ITS PROVIDERS EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY IMPLIED WARRANTY ARISING OUT OF COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE.

EMPLOYER ACKNOWLEDGES THAT NEITHER BANK NOR ITS AFFILIATES, NOR ANY OF THE RESPECTIVE EMPLOYEES, AGENTS, SUBCONTRACTORS, INDEPENDENT CONTRACTORS, THIRD-PARTY SERVICE PROVIDERS, THIRD PARTY CONTENT PROVIDERS OR LICENSORS OF EITHER OF THE FOREGOING, WARRANT THAT THE PROGRAM OR ANY ASSOCIATED SERVICES WILL BE

UNINTERRUPTED OR ERROR FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE, OR AS TO TIMELINESS, SEQUENCE, ACCURACY, RELIABILITY OR COMPLETENESS OF CONTENT OF ANY INFORMATION SERVICE OR MERCHANDISE PROVIDED THROUGH THE PROGRAM.

EMPLOYER SHALL NOT RELY SOLELY ON ITS USE OF THE PROGRAM TO COMPLY WITH ANY LAWS OR GOVERNMENT REGULATIONS.

Limitation of Liability

IN THE EVENT THE BANK FAILS TO TIMELY LOAD A CARD, THE BANK'S SOLE RESPONSIBILITY WILL BE TO CORRECT THE ERROR. UNLESS THE FAILURE IS A DIRECT RESULT OF BANK'S WILLFUL AND INTENTIONAL FAILURE, THE BANK WILL NOT BE LIABLE FOR ANY OTHER DAMAGES RESULTING THEREFROM WHATSOEVER, WHETHER DIRECT OR INDIRECT, FORESEEABLE OR UNFORESEEABLE, CONSEQUENTIAL, PUNITIVE OR OTHERWISE, ALL OF WHICH ARE SPECIFICALLY AND EXPRESSLY WAIVED BY THE EMPLOYER.

IN NO EVENT WILL THE BANK'S LIABILITY TO EMPLOYER FOR DAMAGES HEREUNDER FOR ANY CAUSE WHATSOEVER, AT LAW OR IN EQUITY, EXCEED THE AMOUNT PAID BY THE EMPLOYER FOR PARTICIPATION IN THE PROGRAM DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE DATE OF THE EVENT WHICH GAVE RISE TO THE LOSS OR INJURY. IN NO EVENT WILL THE BANK BE LIABLE FOR ANY LOST PROFITS, SPECIAL, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL OR OTHER SIMILAR DAMAGES ARISING OUT OF THIS AGREEMENT OR EMPLOYER'S USE OR INABILITY TO USE THE PROGRAM, HOWEVER CAUSED AND UNDER WHATEVER THEORY OF LIABILITY, EVEN IF THE BANK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THIS DISCLAIMER OF LIABILITY APPLIES TO ANY EXPENSES, DAMAGES OR INJURY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR OF OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT, DESTRUCTION, OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF RECORDS, WHETHER FOR BREACH OF CONTRACT, STRICT LIABILITY, TORTUOUS BEHAVIOR, NEGLIGENCE, OR FOR ANY OTHER CAUSE OF ACTION.

Miscellaneous provisions

The Bank performs this Agreement independently, not as an employee of the Employer. Nothing in this Agreement is intended to constitute the existence of a partnership, joint venture, or agency relationship between the Employer and the Bank.

EMPLOYER WILL INDEMNIFY AND HOLD HARMLESS THE BANK AND THE BANK'S PROVIDERS, OFFICERS, DIRECTORS, AGENTS, SUBSIDIARIES, AND EMPLOYEES FROM ANY AND ALL CLAIMS, LAWSUITS, DEMANDS, DAMAGES, COSTS OR OTHER EXPENSES, (INCLUDING REASONABLE ATTORNEYS' FEES) RESULTING FROM OR IN ANY WAY RELATED TO EMPLOYER'S USE OF THE PROGRAM, INCLUDING BUT NOT LIMITED TO, (I) EMPLOYERS BREACH OF ANY REPRESENTATION OR WARRANTY CONTAINED HEREIN OR ARISING BY OPERATION OF LAW, (II) ANY ACT OR OMISSION BY EMPLOYER TO EMPLOYER'S EMPLOYEES OR AGENTS, INCLUDING FRAUDULENT OR INCORRECT TRANSMISSION OF INFORMATION OR DATA, OR UNAUTHORIZED OR INAPPROPRIATE ACCESS TO THE BANK'S DATA FILES, (III)EMPLOYER'S FAILURE TO COMPLY WITH ANY APPLICABLE LAW, REGULATION OR RULE, (IV) EMPLOYER'S VIOLATION OF THE RIGHTS OF A THIRD PARTY RELATING TO EMPLOYER'S USE OF THE PROGRAM, OR (V) EMPLOYER' S OBLIGATIONS TO ITS EMPLOYEES.

Nothing in this Agreement creates or will be deemed to create any third party beneficiaries of or under this Agreement; the Bank will have no obligation to Employees or any other third party by virtue of this Agreement. Employer may not assign the

Agreement without the prior written consent of Bank. Any purported assignment without the consent of Bank will not be effective.

Notices may be given by the Bank in writing such as by mail or courier, or may be given electronically, such as by posting the modified Agreement on the Bank's website, by email, or by other electronic message to Employer as part of a session. Employer is responsible for reviewing these changes, amendments, and additions.

The Agreement and any modifications thereto by the Bank, including modification of the Program contain the entire agreement between Bank and Employer and supersede and cancel any prior or contemporaneous agreements, negotiations, or understandings between Employer and the Bank, whether written or verbal, with respect to the subject matter herein. No modification to this Agreement nor any failure or delay in enforcing any term, exercising any option, or requiring performance contained in the Agreement are cumulative and in addition to all other rights and remedies available to the Bank hereunder, by operation of law or otherwise. In the event that any provision of this Agreement is found invalid or unenforceable pursuant to judicial decree, to the greatest extent possible the remainder of this Agreement shall be valid and enforceable according to its terms.

This agreement shall be construed and governed by the laws of the State of Texas without giving effect to the conflict of laws provisions thereof. Any and all disputes between the Parties which may arise hereunder shall be heard and determined before an appropriate federal or state court located in Taylor County, Texas and not elsewhere. The Parties waive any objection they could otherwise assert to jurisdiction or venue in any of the above-identified courts.

EMPLOYER

Signature: _____

Name: _____

Title: _____

Date: _____

FIRST FINANCIAL BANK

Signature: _____

Name: _____

Title: _____

Date: _____

Payroll Card – Employer Terms and Conditions Agreement

Attachment A - Fees

Employer's initial card issue fee will be direct debited to the company account unless the company is on account analysis, then the appropriate account analysis charges will apply.

Employer Fees	Fee	Charged
Payroll Card - Initial Issue	$5.95	One Time per Card

Cardholder Fees

Schedule of Services & Fees†

Monthly Maintenance Fee	Free	Monthly Inactivity Fee	$4.95 (Cards with a balance will be assessed a monthly fee after 12 months of no activity.)
Point of Sale Signature Transactions	Free	ATM Withdrawal - Domestic	$2.95
Money Move - Card To Card Transfer	Free	ATM Withdrawal - International	$3.50
Money Load at Financial Institution	Free	ATM Balance Inquiry - Domestic	$1.25
Web Access Cardholder Portal	Free	ATM Balance Inquiry - International	$1.75
Paynuver App Access	Free	Point of Sale PIN Transaction - Domestic	$0.50
Customer Service	Free	Point of Sale PIN Transaction - International	$0.50
IVR Customer Service Support	Free	Money Move - Card to Bank Transfer	$2.00
SMS / Email Alerts	Free	Over the Counter Cash Withdrawal	$5.00 (one free per pay period)
Balance Inquiry VRU	Free	Currency Conversion Fee – International	3%
Direct Deposit Load - Payroll / Tax Refunds / Government Benefits	Free	Card Replacement	$5.95
Online Statement	Free	Card Replacement – Express	$25.00
		Secondary Card Order	$5.95
		Paper Statement	$5.00
		Print a Check	$1.50 per check (one free per pay period)

Account Information

Routing Number	111301122
Account Number	
Charge Method	Select One:

Payroll Card Disclosure - Short Form

F1RST FINANCIAL BANK MEMBER FDIC

You do not have to accept this payroll card.
Ask your employer about other ways to receive your wages.

Monthly Maintenance Fee	Point-of-Sale PIN Transaction	ATM Withdrawal	Cash Load Fees
$0.00	**$0.50**	**$2.95**	**$4.95***

ATM Balance Inquiry	$1.25
Live or IVR Customer Service Support	$0.00
Monthly Inactivity Fee – Cards with a balance will be assessed a monthly fee after 12 months of no activity.	$4.95

We charge 10 other types of fees. Here is one of them:

Money Move - Card to Bank Transfer	$2.00

* This fee can be lower depending on how and where this card is used.
See www.paynuver.com for free ways to access your funds and balance information.

No overdraft/credit feature.
Your funds are eligible for FDIC insurance.

For general information about prepaid programs, visit cfpb.gov/prepaid.
Find details and conditions for all fees and services in the cardholder materials or visit www.paynuver.com.

Payroll Card Disclosure - Long Form

List of all fees for Universal Payroll Mastercard® Prepaid Card

All Fees	Amount	Details
Get Started		
Card purchase	$0.00	
Monthly usage		
Monthly Maintenance Fee	$0.00	
Add Money		
Money Load at Financial Institution	$0.00	Third party fees may apply
Direct Deposit	$0.00	Payroll / Tax Refunds / Government Benefits
Spend Money		
Point-of-Sale Signature Transactions	$0.00	
Point-of-Sale PIN Transaction	$0.50	This is a per purchase fee.
Money Move – Card to Card	$0.00	
Money Move – Card to Bank	$2.00	This is a per transfer fee.
Print a Check	$1.50	One free per pay period.
Get Cash		
ATM Withdrawal	$2.95	One free per pay period. This is our fee. You may be charged a fee by the ATM operator, even if you do not complete a transaction.
Over the Counter Cash Withdrawal	$5.00	One free per pay period. This is our fee for additional withdrawals.
Information		
ATM Balance Inquiry	$1.25	This is our fee. You may be charged a fee by the ATM operator.
Live or IVR Customer Service Support	$0.00	No fee for calling our customer service.
Web Access Cardholder Portal	$0.00	
Paynuver App Access	$0.00	
Email & SMS Alerts	$0.00	Fees from your mobile or data carrier may apply.
Using Your Card Outside the U.S.		
ATM Withdrawal – International	$3.50	This is our fee. You may be charged a fee by the ATM operator.
ATM Balance Inquiry – International	$1.75	This is our fee. You may be charged a fee by the ATM operator.
Point-of-Sale PIN Transaction – International	$0.50	This is a per purchase fee.
Currency Conversion Fee – International	3%	Fee is applied to the transaction total in USD.
Other		
Monthly Inactivity Fee	$4.95	Cards with a balance will be assessed a monthly fee after 12 months of no activity.
Online Statement	$0.00	
Card Replacement (Regular or Express Shipping)	$5.95 or $30.95	
Secondary Card Order	$5.95	
Paper Statement	$5.00	Per month requested. Account history is available for free online.

Register your card for FDIC insurance eligibility and other protections. Your funds will be held at or transferred to First Financial Bank, an FDIC-insured institution. Once there, your funds are insured up to $250,000 by the FDIC in the event First Financial Bank fails, if specific deposit insurance requirements are met and your card is registered. See fdic.gov/deposit/deposits/prepaid.html for details.

No overdraft/credit feature.

Contact First Financial Bank by calling 1-800-416-6373, by mail at TransCard Customer Service, P.O. Box 1069, Chattanooga, TN 37401, or visit www.paynuver.com.

For general information about prepaid accounts, visit cfpb.gov/prepaid.

If you have a complaint about a prepaid account, call the Consumer Financial Protection Bureau at 1-855-411-2372 or visit cfpb.gov/complaint.

Payroll Card Program
Set-up Form

Section 1 – Employer Information

Employer Name:	
Contact:	
Phone:	Email:
Physical Address: (to send cards)	
City, State, Zip	

Section 2 – Program Set-up Information

Card Type:	☐ Instant Issue	☐ Personalized	☐ Both
Quantity of Instant Issue Cards: (to be sent upon implementation)			

First Financial Bank Treasury Management will submit this form to tmclientsupport@ffin.com .