

**AUTOMATED CLEARING HOUSE ORIGATION  
REQUEST FOR SERVICE**

BUSINESS INFORMATION					
Business Name:				Tax ID #:	
Business Physical Address:		City:		State:	
Mailing Address:		City:		State:	
Business E-Mail Address:		Business Telephone:		Business Fax:	
<b>Nature of Business:</b> <input type="checkbox"/> Retail <input type="checkbox"/> Restaurant <input type="checkbox"/> Lodging <input type="checkbox"/> Service _____% of Business through Internet Sales <input type="checkbox"/> Offer Mail or Telephone Sales <input type="checkbox"/> Only Business to Business Sales (No Consumer Sales)					
<b>Business Location:</b> <input type="checkbox"/> Shopping Center <input type="checkbox"/> Office Building <input type="checkbox"/> Industrial Building <input type="checkbox"/> Residence  <b>Ownership:</b> <input type="checkbox"/> Owns <input type="checkbox"/> Rents   If Renting, Landlord Name: _____ Phone: _____ Address: _____					
Description of Products or Services Sold:					
<b>Type of Ownership:</b> <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation <input type="checkbox"/> S-Corporation <input type="checkbox"/> Professional Corporation <input type="checkbox"/> Other: _____					
Business Website Address:		Date Business Established:		Ownership (Month/Year):	
Number of Employees:		Number of Locations:		Annual Gross Sales / Revenues for Last Fiscal Yr.	
PRINCIPAL/OWNER INFORMATION					
Name #1:		Title:		Ownership Percentage:	
Home Address:		City:		State:	
Driver's License # (Including State Issued):		Expiration Date:		Tax ID (SSN) #:	
Place(Country) and Date of Birth:		Home Telephone:			
Name #2:		Title:		Ownership Percentage:	
Home Address:		City:		State:	
Driver's License # (Including State Issued):		Expiration Date:		Tax ID (SSN) #:	
Place(Country) and Date of Birth:		Home Telephone:			
FINANCIAL INQUIRIES					
Has the business declared bankruptcy within the last 10 yrs? <input type="checkbox"/> Yes <input type="checkbox"/> No			If YES, what chapter?		Date of Filing?
Has any principal/owner declared bankruptcy within the last 10 yrs? <input type="checkbox"/> Yes <input type="checkbox"/> No			If YES, name & chapter?		Date of Filing?
Any delinquent taxes owed by the business or principal/owner? <input type="checkbox"/> Yes <input type="checkbox"/> No			If YES, explain:		
Any pending litigation or unsatisfied judgments for business or Principal/Owner? <input type="checkbox"/> Yes <input type="checkbox"/> No			If YES, explain:		
Is business for sale or under agreement to change ownership? <input type="checkbox"/> Yes <input type="checkbox"/> No			If YES, explain:		
Has business incurred a loss in the past year? <input type="checkbox"/> Yes <input type="checkbox"/> No			If YES, amount of loss and explanation:		

**FINANCIAL INSTITUTION REFERENCES (OTHER THAN TNB)**

Financial Institution Name	Routing and Account Numbers	Date Opened	Telephone Number

**REQUESTED DOCUMENTATION TO ACCOMPANY SERVICE REQUEST**

General Information:

- Copies of organizational papers and business filing certificates
- Business federal income tax return for the prior fiscal year or CPA prepared financial statements
- Financial statement for DBA (doing business as)

UNLAWFUL INTERNET GAMBLING NOTICE: Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this account or relationship. Restricted transactions generally include, but are not limited to those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful internet gambling.

Identification Information:

The Bank is required by federal law to obtain, verify and record information that identifies each individual or business opening an account to help the government fight the funding of terrorism and money laundering activities. We will ask you at the time of opening an account, your name, address, date of birth and other information that allows us to properly identify you. We will also ask to see your driver's license and other identifying documents for verification and recording purposes.

**CONSENT TO OBTAIN CONSUMER CREDIT REPORT**

I/We ("Applicant") consent to **Texas National Bank** ("Bank") obtaining one or more consumer credit reports on me from time to time in connection with this Automated Clearing House Services Application. Bank may also investigate my background, income, credit or credit worthiness, assets or other matters as it deems reasonably necessary or appropriate.

<b>Printed Name:</b>	<b>Printed Name:</b>
<b>Signature:</b>	<b>Signature:</b>
<b>Date:</b>	<b>Date:</b>

**BY SIGNING BELOW, I/WE ("APPLICANT") CERTIFY THAT ALL INFORMATION PROVIDED ON AND WITH THIS FORM OR HEREAFTER FURNISHED BY US OR ON OUR BEHALF IS TRUE, CORRECT AND COMPLETE AND THAT I/WE ARE AUTHORIZED TO EXECUTE THIS FORM ON BEHALF OF THE APPLICANT.**

Applicant(s) are aware that any knowing or willful false statements for purposes of influencing the actions of **TEXAS NATIONAL BANK** ("Bank") can be a violation of federal law 18 U.S.C. sec. 1014 and may result in a fine or imprisonment or both. You are authorized to make all inquiries you deem necessary to verify the accuracy of this statement either directly or through any agency employed by the Bank for that purpose. Applicant authorizes the Bank to obtain credit reports, and agrees to provide any additional information that the Bank may require to process this application. Applicant also authorizes the Bank to obtain copies of its tax returns and information from the Internal Revenue Service and other taxing authorities, and agrees to execute whatever forms the Bank requests to obtain such information.

**Required Signatures:** Sole Proprietorship – Owner(s). Partnership - All general partners. Limited Liability Company - All member(s) or manager(s). Corporation - The persons named in the corporate resolution.

X _____ <b>Authorized Signature</b>	_____ <b>Printed Name</b>	_____ <b>Title</b>	_____ <b>Date</b>
X _____ <b>Authorized Signature</b>	_____ <b>Printed Name</b>	_____ <b>Title</b>	_____ <b>Date</b>

**Upon branch officer/bank review and approval for service, the following ODFI-Originator terms & conditions will apply.**

**Texas National Bank**  
**ODFI-Originator Agreement**

COMPANY INFORMATION AND STATEMENT

This Agreement, dated as of \_\_\_\_\_ 20\_\_\_\_ is between \_\_\_\_\_  
(Hereafter referred to as "Company") and Texas National Bank ("Financial Institution").

**RECITALS**

- A.** Company wishes to initiate [credit] [debit] [credit and debit] Entries, as defined below, by means of the Automated Clearing House Network pursuant to the terms of this Agreement and the rules of the National Automated Clearing House Association and ePay Resources, as well as future changes or updates to (the Rules). The Rules and Regulations book can be purchased from the following web sites: [www.nacha.org](http://www.nacha.org) and [www.epayresources.org](http://www.epayresources.org) . The Financial Institution is willing to act as an Originating Depository Financial Institution ("ODFI") with respect to such Entries. The Company may only initiate transactions as provided in Section 2.
- B.** Unless otherwise defined herein, capitalized terms shall have the meanings provided in the Rules. The term "Entries" shall have the meaning provided in the Rules and shall also mean the data received from Company hereunder from which Financial Institution prepares Entries.
- C.** The Financial Institution's Board of Directors has identified the following SEC Codes shall never be processed as they do not adhere to the Boards' Directive. The Company may, at no time, process Third Party Entries and the following SEC Code(s): ARC, BOC, IAT, POP, RCK, TEL, and WEB.

**AGREEMENT**

- 1. Compliance.** The Company will comply with the terms of this Agreement, the Rules, insofar as applicable, and will comply with the provisions of the laws of the United States. Company agrees that it shall not violate Office of Foreign Assets Control (OFAC) enforced sanctions, and is not acting on behalf of, or transmitting funds to or from, any party subject to such sanctions set forth in Schedule D attached hereto.
- a) NACHA Operating Rules and Guidelines (the Rules).The Company has access to a copy of the Rules, acknowledges receipt of a copy, or may purchase a copy if they so desire. The Company agrees to comply with and be bound by the Rules. In the event the Company violates any of the applicable Rules and NACHA imposes a fine on the Financial Institution because of the Company's violation, the Financial Institution may charge the fine to the Company.
  - b) Company shall be required to maintain a current edition of the ACH Rules. Texas National Bank will annually make the Ach Rules available for purchase by Company, or Company may present a written certification that they have obtained the current edition of the Ach Rules.
- 2. Transmittal of Entries by Company.** Company shall transmit [PPD] [and/or] [CCD] [credit/debit] Entries to Financial Institution in compliance with the formatting and other requirements set forth in the attached Schedule A.
- 3. Security Procedure.**
- a) Company and Financial Institution shall comply with the security procedure requirements described in Schedule A attached hereto with respect to Entries transmitted by Company to Financial Institution. Company acknowledges that the purpose of such security procedure is for verification of authenticity and not to detect an error in the transmission or content of an Entry. No security procedure for the detection of any such error has been agreed upon between the Financial Institution and Company.
  - b) Company is strictly responsible to establish and maintain the procedures to safeguard against unauthorized transmissions. Company warrants that no individual will be allowed to initiate transfers in the absence of proper supervision and safeguards, and agrees to take reasonable steps to maintain the confidentiality of the security procedures and any passwords, codes, security devices and related instructions provided by Financial Institution in connection with the security procedures described in Schedule A. If Company believes or suspects that any such information or instructions have been known or accessed by unauthorized persons, Company agrees to notify Financial Institution immediately followed by written confirmation. The occurrence of unauthorized access will not affect any transfers made in good faith by Financial Institution prior to receipt of such notification and within a reasonable time period to prevent unauthorized transfers.

**4. Processing, Transmittal and Settlement by Financial Institution.**

- a) Except as provided in Sections 5, On-Ups Entries and Section 6, Rejection of Entries Financial Institution shall (i) process Entries received from Company to conform with the file specifications set forth in the Rules, (ii) transmit such Entries as an ODFI to the Federal Reserve Bank of Dallas (the "ACH") acting as an Automated Clearing House Operator, and (iii) settle for such Entries as provided in the Rules.
- b) Financial Institution shall transmit such Entries to the ACH Operator by the deadline set forth in Schedule B attached hereto [one business day] [two business days] prior to the Effective Entry Date shown in such Entries, provided (i) such Entries are received by Bank's related cut-off time set forth on Schedule B on a business day, (ii) the Effective Entry Date is at least 2 days after such business day, and (iii) the ACH Operator is open for business day, e.g. excluding Federal Holidays. For purposes of this Agreement (x) a "business day" is a day on which Financial Institution is open to the public for carrying on substantially all of its business [other than Saturday or Sunday] and (y) Entries shall be deemed received by Financial Institution, by electronic transmission, when the transmission (and compliance with any related security procedure provided for herein) is completed as provided in Schedule A.
- c) If any of the requirements of clause (i), (ii) or (iii) of Section 4(b) is not met, Financial Institution shall use reasonable efforts to transmit such Entries to the ACH Operator by the next deposit deadline of the ACH following that specified in Schedule B which is a business day and a day on which the ACH is open for business.

**5. On-Ups Entries.** Except as provided in Section 6, Rejection of Entries, in the case of an Entry received for credit to an account maintained with Financial Institution (an "On-Ups Entry"), Financial Institution shall credit the Receiver's account in the amount of such Entry on the Effective Entry Date contained in such Entry, provided the requirements set forth in clauses (i) and (ii) of Section 4(b) are met. If either of those requirements is not met, Financial Institution shall use reasonable efforts to credit the Receiver's account in the amount of such Entry no later than the next business day following such Effective Entry Date.

**6. Rejection of Entries.** Financial Institution may reject any Entry which does not comply with the requirements of Section 1, Transmittal of Entries by Company, or Section 2, Security Procedure, or which contains an Effective Entry Date more than two days after the business day such Entry is received by Financial Institution. Financial Institution may reject an On-Ups Entry for any reason for which an Entry may be returned under the Rules. Financial Institution may reject any Entry if Company has failed to comply with its account balance obligations under Section 11, The Account. Financial Institution may reject any Entry if Company does not adhere to security procedures as described in Schedule A. Financial Institution shall notify Company by phone of such rejection no later than the business day such Entry would otherwise have been transmitted by Financial Institution to the ACH or, in the case of an On-Ups entry, its Effective Entry Date. Notices of rejection shall be effective when given. Financial Institution shall have no liability to Company by reason of the rejection of any such Entry or the fact that such notice is not given at an earlier time than that provided for herein.

**7. Cancellation or Amendment by Company.** Company shall have no right to cancel or amend any Entry after its receipt by Financial Institution. However, if such request complies with the security procedures described in Schedule A for the cancellation of Data, Financial Institution shall use reasonable efforts to act on a request by Company for cancellation of an Entry prior to transmitting it to the ACH or, in the case of an On-Ups Entry, prior to crediting a Receiver's account, but shall have no liability if such cancellation is not affected. Company shall reimburse Financial Institution for any expenses, losses, or damages Financial Institution may incur in effecting or attempting to effect, Company's request for the reversal of an entry.

**8. Notice of Returned Entries.** Financial Institution shall notify Company by fax or mail of the receipt of a returned entry from the ACH no later than one business day after the business day of such receipt. Except for an Entry retransmitted by Company in accordance with the requirements of Section 1, Transmittal of Entries By Company, Financial Institution shall have no obligation to retransmit a returned Entry to the ACH if Financial Institution complied with the terms of this Agreement with respect to the original Entry. The Company Shall ensure that changes requested by Notifications of Change are made within six (6) banking days of the Company's receipt of the information or prior to initiating another Entry to the Receiver's account, whichever is later.

**9. Payment by Company for Entries.**

- a) Company shall pay Financial Institution the amount of each credit Entry (including On-Ups Entries) transmitted by Financial Institution pursuant to this Agreement at such time on the date of transmittal by Financial Institution of

such credit Entry as Financial Institution, in its discretion, may determine.

- b) The Company shall pay the Financial Institution the amount of each debit Entry returned by a Receiving Depository Financial Institution pursuant to this Agreement.
- c) The Financial Institution shall pay the Company the amount of each debit Entry (including On-Us Entries) transmitted by the Financial Institution pursuant to this Agreement at such time on the Settlement Date with respect to such debit Entry as the Financial Institution, at its discretion, may determine.
- d) The Financial Institution shall promptly pay the Company the amount of each credit Entry returned by a Receiving Depository Financial Institution pursuant to this Agreement.

**10. The Account.** Financial Institution may, without prior notice or demand, obtain payment of any amount due and payable to it under this Agreement by debiting the account(s) of Company identified in Schedule G attached hereto (the "Account"), and shall credit the Account for any amount received by Financial Institution by reason of the return of an Entry transmitted by Financial Institution for which Financial Institution has previously received payment from Company. Such credit shall be made as of the day of such receipt by Financial Institution. Company shall, at all times maintain a balance of available funds in the Account sufficient to cover its payment obligations under this Agreement. In the event there are not sufficient available funds in the Account to cover Company's obligations under this Agreement, Company agrees that Financial Institution may debit any account maintained by Company with Financial Institution or any affiliate of Financial Institution or that Financial Institution may set off against any amount it owes to Company, in order to obtain payment of Company's obligations under this Agreement.

Upon request of the Financial Institution, the Company agrees to promptly provide to the Financial Institution information pertaining to the Company's financial condition. The Financial Institution reserves the right to pull a credit report at any time to evaluate the Company's ongoing financial condition.

**11. Account Reconciliation and Periodic Statement.** Entries transmitted by Financial Institution or credited to a Receiver's account maintained with Financial Institution will be reflected on Company's periodic statement issued by Financial Institution with respect to the Account pursuant to the agreement between Financial Institution and Company. Company agrees to notify Financial Institution promptly of any discrepancy between Company's records and the information shown on any such periodic statement. If Company fails to notify Financial Institution of any discrepancy within 30 days of receipt of a periodic statement containing such information, Company agrees that Financial Institution shall not be liable for any other losses resulting from Company's failure to give such notice or any loss of interest or any interest equivalent with respect to an Entry shown on such periodic statement. If Company fails to notify Financial Institution, of any such discrepancy within 30 days of receipt of such periodic statement, Company shall be precluded from asserting such discrepancy against Financial Institution.

**12. Company Representations and Agreements; Indemnity.** With respect to each and every Entry initiated by Company, Company represents and warrants to Financial Institution and agrees that (a) each person shown as the Receiver on an Entry received by Financial Institution from Company has authorized the initiation of such Entry and the crediting of its account in the amount and on the Effective Entry Date shown on such Entry, (b) such authorization is operative at the time of transmittal or crediting by Financial Institution as provided herein, (c) Entries transmitted to Financial Institution by Company are limited to those types of Credit Entries set forth in Section 1, Transmittal Of Entries By Company (d) Company shall perform its obligations under this Agreement in accordance with all applicable laws and regulations, including the sanctions laws administered by OFAC, and (e) Company shall be bound by and comply with the Rules as in effect from time to time, including without limitation the provision thereof making payment of an Entry by the Receiving Depository Financial Institution ("RDFI") to the Receiver provisional until receipt by the RDFI of final settlement for such Entry. Company specifically acknowledges that it has received notice of that Rule regarding provisional payment and of the fact that, if such settlement is not received, the RDFI shall be entitled to a refund from the Receiver of the amount credited and Company shall not be deemed to have paid the Receiver the amount of the Entry. Company shall indemnify Financial Institution against any loss, liability or expense (including attorneys' fees and expenses) resulting from or arising out of any breach of any of the foregoing representations or agreements.

**13. Financial Institution Responsibilities; Liability; Limitations on Liability; Indemnity.**

- a) In the performance of the services required by this Agreement, Financial Institution shall be entitled to rely solely on the information, representations, and warranties provided by Company pursuant to this Agreement, and shall not be responsible for the accuracy or completeness thereof. Financial Institution shall be responsible only for performing the services expressly provided for in this Agreement, and shall be liable only for its negligence in performing those services. Financial Institution shall not be responsible for Company's acts or omissions

(including without limitation the amount, accuracy, timeliness of transmittal or authorization of any Entry received from Company) or those of any other person, including without limitation any Federal Reserve Financial Institution, ACH or transmission or communications facility, any Receiver or RDFI (including without limitation the return of an Entry by such Receiver or RDFI), and no such person shall be deemed Financial Institution agent. To the extent allowed by law, Company agrees to indemnify Financial Institution against any loss, liability or expense (including attorneys' fees and expenses) resulting from or arising out of any claim of any person that Financial Institution is responsible for any act or omission of Company or any other person described in this Section 13(a).

- b) Except where the likelihood of the damages was known or contemplated by the Financial Institution shall not be liable for any consequential, special, punitive or indirect loss or damage which Company may incur or suffer in connection with this Agreement.
- c) Without limiting the generality of the foregoing provisions, Financial Institution shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment failure, war, emergency conditions or other circumstances beyond the Financial Institution control. In addition, Financial Institution shall be excused from failing to transmit or delay in transmitting an Entry if such transmittal would result in Financial Institution having exceeded any limitation upon its intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in Financial Institution reasonable judgment otherwise violating any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority.
- d) Subject to the foregoing limitations, Financial Institution liability for loss of interest resulting from its error or delay shall be calculated by using a rate equal to the average Federal Funds rate at the Federal Reserve Financial Institution of New York for the period involved. At Financial Institution option, payment of such interest may be made by crediting the Account resulting from or arising out of any claim of any person that Financial Institution is responsible for any act or omission of Company or any other person described in Section 13(a).

#### **14. Compliance with Security Procedure.**

- a) If an Entry (or a request for cancellation or amendment of an Entry) received by Financial Institution purports to have been transmitted or authorized by Company, it will be deemed effective as Company's Entry (or request) and Company shall be obligated to pay Financial Institution the amount of such Entry (or request) even though the Entry (or request) was not authorized by Company, provided Financial Institution accepted the Entry in good faith and acted in compliance with the security procedure referred to in Schedule A with respect to such entry. If signature comparison is to be used as a part of that security procedure, Financial Institution shall be deemed to have complied with that part of such procedure if it compares the signature accompanying a file of Entries (or request for cancellation or amendment or an Entry) received with the signature of an authorized representative of Company (an "Authorized Representative") and, on the basis of such comparison, believes the signature accompanying such file to be that of such authorized representative.
- b) If an Entry (or request for cancellation or amendment of an Entry) received by Financial Institution was transmitted or authorized by Company, Company to pay Financial Institution the amount of the Entry, whether or not Financial Institution complied with the security procedure referred to in Schedule A with respect to that Entry and whether or not that Entry was erroneous in any respect or that error would have been detected if Financial Institution had complied with such procedure.

**15. Inconsistency of Name and Account Number.** Company acknowledges and agrees that, if any Entry describes the Receiver inconsistently by name and account number, payment of the Entry transmitted by Financial Institution to the Receiving Depository Financial Institution may be made by Receiving Depository Financial Institution (or by Financial Institution in the case of an On-Us Entry) on the basis of the account number supplied by the Company even if it identifies a person different from the named Receiver, and that Company's obligation to pay the amount of the Entry to Financial Institution is not excused in such circumstances.

**16. Notifications of Changes.** Financial Institution shall notify Company of all notifications of changes received by Financial Institution related to Entries transmitted by Company by fax no later than one banking day after receipt thereof. The Company shall ensure that changes requested by Notifications of Change are made within six (6) banking days of the Company's receipt of the information or prior to initiating another Entry to the Receiver's account, whichever is later.

**17. Payment for Services.** Company shall pay Financial Institution the charges for the services provided for herein set forth in Schedule C attached hereto. All fees and services are subject to change upon 30 calendar day's prior written notice from Financial Institution to Company. Such charges do not include, and Company shall be responsible for payment of, any sales, use, excise, value added, utility or other similar taxes relating to the services provided for herein, and any

fees or charges provided for in the agreement between Financial Institution and Company with respect to the Account (the "Account Agreement").

**18. Amendments.** From time to time Financial Institution may amend any of the terms and conditions contained in this Agreement, including without limitation, any cut-off time, any business day, and any part of the Schedules attached hereto. Such amendments shall become effective upon receipt of notice by Company or such later date as may be stated in Financial Institution notice to Company.

**19. Notices, Instructions, Etc.**

- a) Except as otherwise expressly provided herein Financial Institution shall not be required to act upon any notice or instruction received from Company or any other person, or to provide any notice or advice to Company or any other person with respect to any matter.
- b) Financial Institution shall be entitled to rely on any written notice or other written communication believed by it in good faith to be genuine and to have been signed by an Authorized Representative, and any such communication shall be deemed to have been signed by such person. The names and signatures of Authorized Representatives are set forth in Schedule E attached hereto. Company may add or delete any Authorized Representative by written notice to Financial Institution signed by at least two Authorized Representatives other than that being added or deleted. Such notice shall be effective on the second business day following the day of Financial Institution receipt thereof.
- c) Except as otherwise expressly provided herein, any written notice or other written communication required or permitted to be given under this Agreement shall be delivered, or sent by United States registered or certified mail, postage prepaid, or by express carrier, and, if to Financial Institution, addressed to:

**Texas National Bank  
P.O. Box 4650  
Edinburg, Texas 78540**

**And, if to Company, addressed to:**

**Company Name:** \_\_\_\_\_  
**Attention:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**City, State, Zip:** \_\_\_\_\_

**20. Data Retention.** Company shall retain data on file adequate to permit remaking of Entries for three business days following the date of their transmittal by Financial Institution as provided herein, and shall provide such Data to Financial Institution upon its request.

**21. Records.** All Entries, security procedures and related records used by Financial Institution for transactions contemplated by this Agreement shall be and remain Financial Institution property. Financial Institution may at its sole discretion, make available such information upon Company's request. Any expenses incurred by Financial Institution in making such information available to Company shall be paid by Company.

**22. Authorizations.** The Company will obtain Authorizations for PPD Entries in accordance with the Rules and U.S. law. The Company will retain record of the Authorization for a period of two (2) years from the termination or revocation of the Authorization. Upon request from Bank or any RDFI, Company shall provide a copy of the Receiver's Authorization for PPD Entries.

**23. Termination.** Company may terminate this Agreement at any time. Such termination shall be effective on the second business day following the day of Financial Institution receipt of written notice of such termination or such later date as is specified in that notice. Financial Institution reserves the right to terminate this Agreement immediately upon providing written notice of such termination to Company if any terms and conditions to this Agreement and all Schedules attached hereto are not complied or for any other reason that Financial Institution may encounter. Any termination of this Agreement shall not affect any of Financial Institution rights and Company's obligations with respect to Entries initiated by Company prior to such termination, or the payment obligations that survive termination of this Agreement.

**24. Cooperation in Loss Recovery Efforts.** In the event of any damages for which Financial Institution or Company may be liable to each other or to a third party pursuant to services provided under this Agreement, Financial Institution and Company will undertake reasonable efforts to cooperate with each other, as permitted by applicable law, in performing loss recovery efforts and in connection with any actions that the relevant party may be obligated to defend or elects to pursue against a third party.

**25. Entire Agreement.** This Agreement (including the Schedules attached hereto), together with the Account Agreement, is the complete and exclusive statement of the Agreement between Financial Institution and Company with respect to the subject matter hereof and supersedes any prior agreement(s) between Financial Institution and Company with respect to such subject matter. In the event of any inconsistency between the terms of this Agreement and the Account Agreement, the terms of this Agreement shall govern. In the event performance of the services provided herein in accordance with the terms of this Agreement would result in a violation of any present or future statute, regulation or government policy to which Financial Institution is subject, and which governs or affects the transactions contemplated by this Agreement, then this Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and Financial Institution shall incur no liability to Company as a result of such violation or amendment. In the event performance of any obligation or commitment of Company required herein would result in a violation of any present or future statute, regulation or government policy to which Company is subject, and which governs or affects the transactions contemplated by this Agreement, then this Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and Company shall incur no liability to Financial Institution as result of such violation or amendment. No course of dealing between Financial Institution and Company will constitute a modification of this Agreement, the Rules, or the security procedures or constitute an agreement between the Financial Institution and Company regardless of whatever practices and procedures Financial Institution and Company may use.

**26. Non-Assignment.** Company may not assign this Agreement or any of the rights or duties hereunder to any other person without Financial Institution's prior written consent.

**27. Waiver.** Financial Institution may waive enforcement of any provision of this Agreement. Any such waiver shall not affect Financial Institution's rights with respect to any other transaction or modify the terms of this Agreement.

**28. Binding Agreement; Benefit.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. This Agreement is not for the benefit of any other person, and no other person shall have any right against Financial Institution or Company hereunder.

**29. Headings.** Headings are used for referenced purposes only and shall not be deemed a part of this Agreement.

**30. Severability.** In the event that any provision of this Agreement shall be determined to be invalid, illegal or unenforceable to any extent, the remainder of this Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

**31. Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Texas, without regard to choice of law principles. The parties consent and submit to the jurisdiction of the state and federal courts located in the County of Hidalgo, Texas.

**32. Exposure Limits.** The total dollar amount of Entries transmitted, frequency of origination and payment application (debits or credits) originated by the company to the Financial Institution shall comply with limits set forth in the attached Schedule G.

**33. Reporting Requirement.** Financial Institution will provide reporting information to the National Association for Company regarding PPD Entries, CTX or CCD Debit Entries whose return rate for unauthorized Entries exceeds 1% as required by the Rules.

**34. Reinitiating of Entries.** The Company may not reinitiate Entries except as prescribed by the Rules.

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



**36. Audit.** The Financial Institution has the right to audit the Company's compliance with the Rules, U.S. law, and Financial Institution policies.

**37. Third Parties.** The Company shall enter into contract with and assume full liability for any action made by any Third-Party Processor used by the Company at its discretion to initiate Entries on its behalf. The Company will notify the Financial Institution of their use of any Third-Party.

**38. Prohibited or Restricted Entries.** The Company acknowledges that it is prohibited from engaging in any business or activity that would result in the creation or acceptance of prohibited or restricted entries, or transactions in connection with another person in unlawful Internet gambling as defined in the Unlawful Internet Gambling Enforcement Act and Regulation GG (Prohibition on Funding of Unlawful Internet Gambling).

**39. Pre-notifications for Credit Files.** Company \_\_\_\_\_ will \_\_\_\_\_/will not (Require initials) send pre-notifications six (6) days prior to initiating the first Entry to a Receivers account. Such notice shall be provided to the Financial Institution in the format and on the medium provided in the Rules and Schedule A. Should the Company receive notice that any such pre-notification has been rejected by a Receiving Depository Financial Institution (RDFI), or the ACH Operator, Entries shall not be initiated. Should the Company receive a Notification of Change from an RDFI, such Entries shall not be initiated unless the requested changes have been made.

**40. Pre-notifications for Debit Files.** Company will be required to send pre-notifications six (6) days prior to initiating the first Entry to a Receivers account. Such notice shall be provided to the Financial Institution in the format and on the medium provided in the Rules and Schedule A. Should the Company receive notice that any such pre-notification has been rejected by a Receiving Depository Financial Institution (RDFI), or the ACH Operator, Entries shall not be initiated. Should the Company receive a Notification of Change from an RDFI, such Entries shall not be initiated unless the requested changes have been made. The Company must provide the original, copy or other accurate Record of the Receiver's authorization to the Financial Institution.

**41. Schedules and Exhibit.** Company authorizes Financial Institution to accept additions, deletions and changes to Schedules E, G and Exhibit A attached hereto, via email or fax of the Schedule or Exhibit that bears the signature of the signer of the ODFI-Origination Agreement or authorized signor on the account(s).

**IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized officers.**

**TEXAS NATIONAL BANK**

**CUSTOMER**

\_\_\_\_\_  
Loan Officer Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**SCHEDULE A**  
**ACH Transmittal and Security Procedures**

All files will be formatted in a NACHA format; transmission specification will be established by Financial Institution.

**Security Procedures**

- a) The Financial Institution shall be entitled to rely on any written notice or other written communication believed by it in good faith to be genuine and to have been signed by the Authorized Representative, and any such communication shall be deemed to have been signed by such person.
- b) The Financial Institution may, but in under no obligation to, hold suspicious files, files that do not adhere to established security, exceed exposure limits, violate the terms of this Agreement or the Rules, or for other reasons. Such files will require authorization by an Authorized Representative of the Company before transmission to the ACH Operator.
- c) *Account Security*: The Financial Institution Requires the following account security
  - Access ID, Company ID and Token/Password for BEB

**Electronic File Transmission**

The Company's Authorized Representative will access the Financial Institution ACH Website by utilizing the prearranged log on procedures; Single Sign-On ID.

The Company's Authorized Representative will provide the Financial Institution with verification of the totals contained in the transmission by fax to Financial Institution's ACH Origination Department Contact as Exhibit B attached hereto

The Company hereby acknowledges that they will be entering a protected web site "Service"(texasnational.com) owned by the Financial Institution, which may be used only for authorized purposes.

The Financial Institution may monitor and audit use of the web site (texasnational.com), and all persons using the Service consent to such monitoring and are advised that if such monitoring reveals evidence of possible abuse or criminal activity, such evidence may be provided to appropriate law enforcement officials. Unauthorized attempts to upload or change information, or otherwise cause damage, on this Service are strictly prohibited and may be punishable by law.

Financial Institution will anticipate the receipt of an ACH file transmission from the Company on each scheduled processing date identified by the Company in writing and agreed to by Financial Institution describe in Exhibit C attach hereto. The Company's Authorized Representative will notify Financial Institution if a transmission will not take place on the prearranged schedule processing date. The Company is responsible for ensuring that Financial Institution receives the transmission on each processing date indicated in the processing schedule.

Financial Institution will verify that the file totals agree with the Company information given by fax. In the event of a discrepancy in the totals, Financial Institution will call the specified Company Authorized Representative designated by an authorized signatory of the Company. If an Authorized Representative is not available for notification, then the file will not be processed until the Company's Authorized Representative can be contacted on the next business day.

The Company is solely responsible for the accurate creation, modification, and deletion of the account information maintained on the Company's personal computer and used for ACH money transfers.

The Company agrees to comply with written procedures provided by Financial Institution for the creation, maintenance, and initiation of ACH money transfers.

The Company is solely responsible for access by its employees of the data files maintained on the Company's computer.

The Company is responsible for operator security procedures on the computer(s) licensed for use of the program.

**SCHEDULE B**  
**ODFI Processing Schedule**

**DEADLINE OF TNB AND ACH OPERATOR:**

Cutoff time is subject to change upon 30 calendar days prior written notice from Financial Institution to Company

a) Processing Schedule and Cut-off time:

Ach Debits:

Must be delivered by 3:00PM one (1) business day prior to intended Settlement Date

Delivery by Electronic File via TNB online Web banking.

Ach Credit:

Must be delivered by 3:00PM two (2) business days prior to intended Settlement Date

Delivery by Electronic File via TNB online Web banking Extended Deadline:

Reversals for erroneous entries; must be submitted by Originator in such time as to be made available to the RDFI by midnight of the fifth banking day following the settlement date.

b) Single Entry Reversals/Corrections must be delivered one (1) day prior to the intended Settlement Date

c) In addition to Saturday and Sunday, Financial Institution shall also observe the Federal Reserve Bank holidays as non-processing days. For Federal Reserve Bank Holiday Schedule log in to [www.frbservices.org](http://www.frbservices.org)

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**SCHEDULE C**  
**ODFI Fee Schedule**

\*\*\* All fees and services are subject to change. Refer to current Financial Institution services brochure and fee schedule \*\*\*

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**SCHEDULE D**  
**Office of Foreign Asset Control (OFAC)**

The Office of Foreign Assets Control (OFAC) administers economic sanctions and embargo programs that require that assets and transactions involving the interest of target countries, nationals, and other specifically identified companies and individuals (blocked parties) be frozen. All of the programs administered by OFAC involve declarations of national emergency by the President of the United States.

Originators of ACH entries must be aware that they are subject to applicable U.S. law when initiating these entries. This includes that the Originator is not violating OFAC-enforced sanctions and that it is not acting on behalf of, or transmitting funds to or from, any party subject to such sanctions.

Originators should be aware that they will be held to an obligation to originating only lawful ACH entries under this agreement.

Originators are strongly encouraged to obtain Specially Designated National (SDN) and other compliance information directly from OFAC:

Office of Foreign Assets Control (OFAC)

U.S. Department of the Treasury

Phone: (800) 540-OFAC

Compliance Hotline: 202-622-2490

Fax-on-Demand Service: 202-622-0077

Website: <http://www.treas.gov/ofac>

Authorized Signature: X \_\_\_\_\_ Date: \_\_\_\_\_

**SCHEDULE E**  
**ACH Authorized Signature Form**

DATE: \_\_\_\_\_  
 Company Name: \_\_\_\_\_  
 Company EIN: \_\_\_\_\_

The \_\_\_\_\_ signatures below are the signatures of employees vested by our Board of Directors with full authority to sign transmittal registers used in conjunction with the deposit of ACH files.

Print Name	Signature
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	

Print Name \_\_\_\_\_ Title \_\_\_\_\_  
(AUTHORIZED SIGNER)

Signature \_\_\_\_\_ Date \_\_\_\_\_  
(AUTHORIZED SIGNER)

## SCHEDULE F

### Purpose, Settlement & Exposure Limit Disclosure

Please provide the **Purpose** for the service (i.e., Payroll, Corporate Payments, etc), the **Exposure Limits** (largest Credit/Debit anticipated monthly dollar amount for each service) and **Company Financial Institution Account(s)** and **Account Name** to which settlement should be applied for origination of Entries, settlement of per transaction and per batch file fees, and settlement of return Entries.

Credit File
<b>Purpose for service:</b> _____ <b>TNB Acct #:</b> _____
<b>Account Name:</b> _____
<b>Highest Monthly Dollar Amount:</b> _____

Debit File
<b>Purpose for service:</b> _____ <b>TNB Acct #:</b> _____
<b>Account Name:</b> _____
<b>Highest Monthly Dollar Amount:</b> _____

**TEXAS NATIONAL BANK**

**CUSTOMER**

\_\_\_\_\_  
Loan Officer Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date