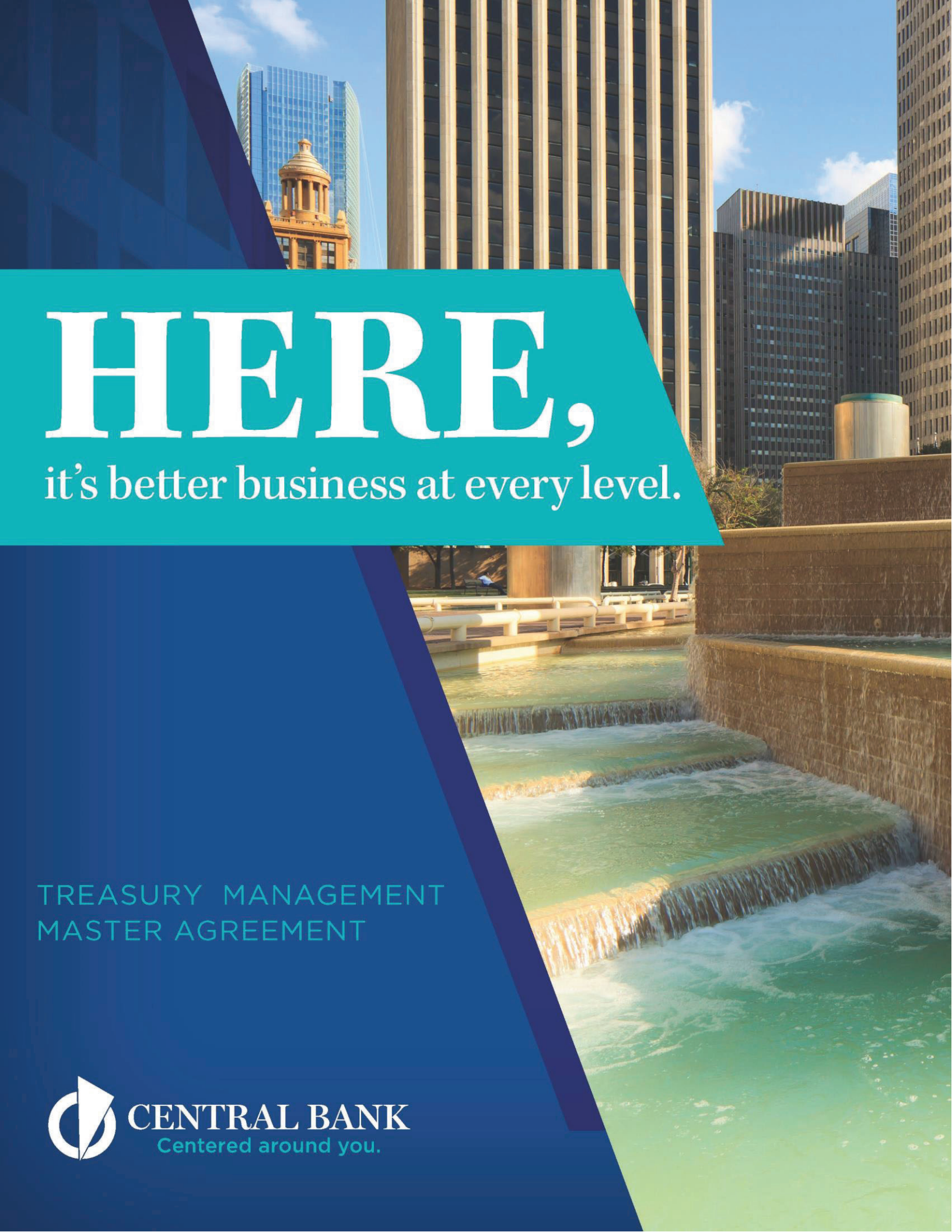




HERE,

it's better business at every level.

TREASURY MANAGEMENT
MASTER AGREEMENT



CENTRAL BANK
Centered around you.

Treasury Management Master Agreement

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This Treasury Management Master Agreement ("Agreement") provides the terms for Central Bank's Treasury Management Solutions Services ("Services"). Any actions you request or approve under any of the described Services (i.e., submit signed service Application Forms, authorization schedules, or instructions) will be governed by this Agreement. We may provide to you from time-to-time guidelines, procedures, and/or technical specifications which are applicable to the Services (collectively, the "Service Rules"). If the provisions of any Service Rules for a particular service are inconsistent with the terms set out in this Agreement, the Service Rules shall control. If the provisions of the Service Rules and/or this Agreement are inconsistent with the Application Forms, the Application Forms shall control.

Throughout this document, the terms "Customer," "you," "your" and "yours" refer to the party using the Services described. The terms "Bank," "we," "our," "ours," and "us" refer to Central Bank. Application Forms, any Service Rules that we provide to you in connection with a particular Service, and any clearinghouse, funds transfer system (e.g. Society for Worldwide Interbank Financial Telecommunications), Federal Reserve Operating Circulars, or other third-party association rules that apply to a particular Service ("Associations Rules") and the Account Terms (as defined in Section 17) are all ancillary to this Agreement and are referred to herein as the "Associated Agreements."

DEFINITIONS

Business Day – Monday through Friday, excluding holidays. All transactions, deposits, instructions, and entries received by us on a day that is not a Business Day will be treated as if received by us on the next Business Day.

Check – 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 U.S. dollars, Savings Bonds or Canadian Items.

Customer - shall be defined as the customer's business; the business that will be licensed to use our Services.

Access Credentials – means identification numbers, passwords, tokens and/or other means of identification and authentication provided for you to access Services.

Administrator – means any individual that you appoint for certain Services with the authority to determine and designate who can act as Authorized Users.

Authorized User – any of the individuals you designate, either in the specifications or through your Administrator with authority to access and/or use the Services on your behalf.

Payment Order – request to transfer funds whether via ACH, wire transfer or other method.

Required Balance – the lower of the collected or available balance in your account

Remote Deposit Service – all information, Web-based services and technological infrastructure which allow the Customer to submit checks for deposit through the Internet

Remotely Created Checks (a/k/a "Demand Drafts", "Preauthorized Drafts" or "Telephone Checks") – a draft created by the payee on the authority of the account holder on which the check is drawn. In place of a signature, such an instrument bears a statement in the signature area stating that the account holder has authorized the instrument/check.

Substitute Check – a paper reproduction of the original check that (a) contains an image of the front and back of the original check; (b) 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 said item; (c) conforms, in paper stock, dimension, and otherwise, with generally applicable industry standards for Substitute Checks; (d) is suitable for automated processing in the same manner as the original check.

Security Procedures – the use of Access Credentials, 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 or otherwise required by us in connection with the Services provided pursuant to this Agreement.

OUR SERVICES

1. TREASURY ONLINE BANKING. Treasury Online Banking provides a secure web browser-based suite of electronic services that allow you to manage your banking activity online. If you request this Service and it is available, we will grant access to your Administrator to establish, maintain and delete Authorized User access and perform other administrative tasks with respect to your use of this Service.

Terms and Conditions. Online Banking and each of your accounts are governed by the applicable disclosures, applications, terms and conditions, rates and fee schedules (together referred to in this section as the “Bank Agreements”) provided to you by us when you opened your deposit account(s) and/or when you enrolled in Online Banking, as each may be modified from time to time. In the event of any conflict or inconsistency between the terms of any Central Bank Agreement and this section, the terms of this section shall control. To initiate Online Banking Services, you must complete a Business Online Banking Application.

Services. Online Banking is a Service that permits you, using the Internet and your personal computer, to retrieve information about your account(s) and transaction activity. Online Banking includes the ability to obtain account balance information, account history information, re-order checks, and transfer funds between your accounts, issue stop payment orders and electronically request research. For added convenience, you may subscribe to our bill payment Service. Choosing additional Services may provide you with access to wire transfer origination, ACH file import/origination, positive pay and remote deposit by executing one or more Application Forms. A transfer initiated through Online Banking from one Central Bank account to another will be processed immediately unless this feature is unavailable. In order to access your account(s) through Online Banking, you must have an eligible deposit account with us (checking or savings), and a properly issued and validated Access Credentials.

We reserve the right to not process or honor a transaction request if Central Bank, in its sole discretion, believes that refusing to process the transaction will protect the account holder or Central Bank from fraud. Examples of transactions that should raise an alert are as follows:

- ACH or wires to new payees or receivers and/or with unusual amounts
- Changes to an account or routing numbers of existing payees, not just a new payee name
- Disabling or changing notifications
- Unusual (non-typical) transfer of funds, especially if out of the bank
- One time bill pay to new payees

Central Bank may monitor transactions for unusual activity, but you hereby acknowledge and agree that Central Bank is not obligated to monitor, identify or alert you regarding unusual or suspicious account activity. You agree to closely monitor your own account activity and to maintain appropriate systems of controls (including dual controls) to ensure all transactions on your accounts have been duly authorized.

Prerequisites. As a prerequisite for Online Banking, you must obtain access to the Internet with compatible hardware, software, and web browser. Additionally, it is your responsibility to obtain access to the Internet by subscribing to an Internet Service Provider (“ISP”) of your choice, the cost for which you are solely responsible. The web browser must support Secure Socket Layer (SSL) technology that maintains 128-bit encryption. We may update technical requirements from time to time. We will give you reasonable notice of any such updates, and your continued use of the Services indicates your agreement to comply with the new technical requirements.

Customer Responsibilities. Installation, maintenance, and operation of your computer and its software are your responsibility. You are responsible for enabling proper and updated anti-virus, anti-spyware and/or anti-malware tools on your computer and the maintenance of updated security

software and operating systems. You are also responsible for ensuring that proper controls are in place on all of your online Banking operations. You are encouraged to consider dual controls and dual approval capabilities for your Online Banking activity for increased security over ACH and Wire Transfer activities. You agree that dual controls are a commercially reasonable security precaution, and if you fail to utilize dual controls, you agree that you will be solely responsible for any losses that could have been prevented by your use of such dual controls. We are not responsible for any error or failure of your computer, your software, or your Internet connection. We are not responsible for any computer virus or related problems that may be associated with use of this Service.

Limitations on Payments and Transfers From Money Market and Savings Accounts. You understand that the Federal law limitations on transfers/withdrawals applicable to money market and savings accounts during each statement period will apply to and limit the number of payments and transfers that can be made from your money market and savings account(s). You should refer to our money market account and savings account disclosures or call any servicing office location for details of these limitations.

Overdrafts. If your account has insufficient funds to perform all electronic funds transfers (automated teller machine ("ATM") withdrawals, preauthorized transactions, transfers, bill payments, etc.) that you have requested for a given business day, you understand that certain electronic funds transfers involving currency disbursement will have priority. You also understand that the electronic funds transfers initiated through Online Banking may result in an overdraft of your account and may be canceled at our discretion. In addition, you will be charged the same insufficient funds and overdraft charges that normally apply.

Electronic Stop Payments (excludes ACH items). We offer you the ability to place Stop Payment orders electronically against Items (hereinafter defined) drawn on your accounts with us via Online Banking that will permit you to place electronic stop payment orders.

Instructions. All stop payment instructions must comply with the Service Rules and must describe the item by MICR encoded serial number (e.g., check number) and the face amount of the Item, and we must receive the instructions in sufficient time to allow us to act on the instructions prior to payment of the item in the normal course of business. Generally, stop payment instructions transmitted by using Online Banking will not be effective until at least twenty-four (24) hours following the time you electronically input the instructions.

Bank Liability for Payment of Items. If we pay an item after you have validly provided us with stop payment instructions because of our failure to exercise ordinary care or act in good faith, we will be liable for your losses or damages. You agree that we will not be deemed to have failed to exercise ordinary care if (1) you fail to comply with this Agreement, the Service Rules or any Security Procedures; (2) your description of the Item is inaccurate or incomplete; or (3) we do not receive the stop payment instructions in sufficient time to allow us to act on your instructions prior to payment of the item in the ordinary course of business.

Duration of Stop Payment Instruction. Electronic stop payment instructions are effective for a period of six (6) months from the date we receive the instructions. You may renew the instructions for an additional six (6)-month period by contacting us at the end of the initial six (6) month period. The provisions concerning stop payments in your Account Terms govern instructions regarding non-electronic stop payment requests.

2. ELECTRONIC TRANSFER SERVICES (WIRE & ACH). Funds can be transferred to and from your account by utilizing the Automated Clearing House ("ACH") or Wire Transfer Services provided by us and accessed through Online Banking. If approved by Central Bank in our sole and absolute discretion, you may also initiate wire transfers through other means, such as through in-person instructions or via e-mail or facsimile. The following terms as well as the Application Forms and any other referenced agreements, laws and regulations apply to these Services. These Services

are initiated with completion of the Wire Transfer Agreement Application for wire transfers and/or the ACH Services Application for ACHs.

Transaction limits are set at the time of approval of the Service. If you would like to review or amend your limits, contact Customer Service at 832-485-2555, Monday through Friday 8:30 am to 5:00 pm.

Incorporation of other Agreements and Documents. The Federal Reserve Bank of Dallas Operating Bulletin and Circulars govern funds transfer Services. Customer shall comply with those rules and regulations and the procedures and requirements outlined in our Account Terms for these Services, as modified from time to time.

We will comply with the sanctions, laws and regulations administered by the Office of Foreign Asset Control as they relate to processing electronic transfer payments, and you will certify that all Payment Orders will be permissible transactions under such laws and regulations.

Wire Transfer. All domestic wires will be transmitted via the Federal Reserve Bank through the Fed Wire Service. Regulation J will govern these wires (12 CFR 210, 25 et seq.) subpart B. If the Beneficiary Bank designated by the Payment Order is located outside the United States and an intermediary U.S. bank is not provided, we will transmit those payments through one of our correspondent banks. You agree that unless otherwise agreed to by you and us in writing, each account you maintain with us is authorized to transfer and receive funds via wire.

ACH. All domestic & international (IAT) ACH debit and credit transactions will be transmitted through the National Automated Clearing House Association (NACHA), Federal Reserve Banks, and ACHs. The Customer must code all international ACH as IAT. The NACHA rules, Travel Rules, Office of Foreign Assets Control (OFAC) and any amendments thereto shall govern all transactions. You agree to obtain a copy of the NACHA rules. You may procure a copy of such NACHA rules and any updates and revisions to those rules from NACHA, ePayResources ("ePay") or any other regional ACH association. The NACHA rules are reviewed for update on an annual basis. The NACHA rules may be obtained online at www.nacha.org or www.epayresources.org. The Customer agrees to comply with programs administered by OFAC and the Financial Crimes Enforcement Network (FinCEN). In the case of originating IAT entries, the Customer agrees to comply with laws and payment system rules of the receiving country.

Payment Order Instructions. Wire transfer and internal Payment Orders to transfer money to or from your account with us may be given verbally, electronically or in writing as stated in the Wire Transfer Agreement Application, or as otherwise may be permitted by Central Bank in its sole and absolute discretion. ACH Payment Orders to transfer money to or from your account with us can be given electronically as stated in the ACH Originator Application and/or the EFTPS Application. You authorize us to comply with those Payment Orders. ACH Payment orders must identify the proper SEC Code. Central Bank allows SEC codes of PPD (Prearranged Payment and Deposit Entry) or CCD (Corporate Credit or Debit) for originated ACH files. Payments will be processed only on a Business day and within the established deadlines. If in the Payment Order the name, account number, or other identification of the beneficiary refers to a nonexistent or unidentifiable person or account, no person has rights as a beneficiary of the order and acceptance of the order cannot occur. We will not be liable for failure to detect errors in the beneficiary or amount of Payment Orders, or duplicate Payment Orders.

You understand that the numbers assigned to other financial institutions and to the financial accounts of recipients of transfers (known as beneficiaries) with us and other financial institutions are critical to Payment Orders. **IF ANY PAYMENT ORDER BY YOU DESCRIBES THE INTENDED BENEFICIARY OF FUNDS INCONSISTENTLY BY NAME AND ACCOUNT NUMBER THAT PAYMENT BY THE RECEIVING FINANCIAL INSTITUTION (WHICH MAY BE US) 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 PAYMENT ORDER. WE WILL NOT BE LIABLE**

FOR ANY ERRORS OR LOSSES RESULTING FROM ANY ERRORS IN OR CHANGES TO THE BENEFICIARY INFORMATION PROVIDED BY YOU. YOU HEREBY AGREE AND ACKNOWLEDGE THAT WE, THE BENEFICIARY'S FINANCIAL INSTITUTION, AND EVERY INTERMEDIARY FINANCIAL INSTITUTION ARE NOT RESPONSIBLE FOR DETECTING ANY CUSTOMER ERROR CONTAINED IN ANY INDIVIDUAL PAYMENT ORDER.

If requested, you agree to provide an address of the beneficiary of each requested transaction. You represent and warrant to us that each transfer initiated by you is in compliance with the laws of the United States of America, including, without limitation, economic sanctions administered by the U. S. Officer of Foreign Assets Control (“**OFAC**”) and any other applicable laws.

In addition to the foregoing, you acknowledge and agree that we are not obligated to accept any Payment Order. We may, in our sole discretion, reject a Payment Order for any reason including, but not limited to, any of the following reasons: (i) you fail to submit the Payment Order in sufficient time to meet your requested execution date; (ii) there are insufficient funds in your account to cover the amount of the Payment Order; (iii) the payment contains incomplete instructions; (iv) we are unable to verify to our satisfaction that the Payment Order has been submitted in accordance with all applicable security procedures, including those contained in this Agreement; or (v) you have failed to meet your obligation for payment of fees and charges owed to us under this Agreement or any other Agreement between you and Central Bank.

We will not be deemed to have accepted a Payment Order until such Payment Order is actually executed. For purposes of this Agreement, a Payment Order is deemed executed once we issue an order intended to initiate your Payment Order through a wire transfer system. You acknowledge and agree that we may select any intermediary financial institution, system, or means of transmittal to process Payment Orders for wire transfers, including, but not limited to, the Fedwire® Wire Transfer system for the transfer of domestic funds. Furthermore, you acknowledge and agree that our selection may differ from that indicated in your Payment Order.

ACH. You must obtain the appropriate authorization of your customer/employee/third party (receiver) prior to initiating an ACH credit or debit entry as required in the NACHA rules and guidelines. You make to us each of the representations and warranties of a receiver and an originator under NACHA rules, as applicable, and you give us each warranty that the NACHA Rules require us to make to any other party involved in a transaction. The Electronic Funds Transfer Act of 1978, Federal Reserve Regulation E, or other applicable laws and/or regulations govern ACH transactions. You warrant that you have complied with all applicable regulatory and legal requirements and you agree that you are solely responsible for such compliance.

Repetitive Wire Transfers. The signer of a Wire Transfer Agreement Application may set up repetitive wire transfers. Each repetitive transfer is assigned an identification code by the Wire Department. This code should be given to the Wire Department by the originator of the wire to identify which transfer is being requested. Only the dollar amount and/or special instructions may be changed. Any other deviation from the original instructions and it will no longer be considered a repetitive wire.

ACH Execution of Payment Orders. The order in which Payment Orders are taken is determined solely by us. ACH debit and credit entries may be transmitted in any manner or means we deem appropriate.

Name/Identifying Number Inconsistencies. Banks involved in the processing of any Payment Order may rely on the identifying number (i.e. transit routing and/or account number) of the beneficiary, intermediary Banks, receiver, Beneficiary Bank or Receiving Depository Financial Institution (“RDFI”) as instructed in the Payment Order, even if the number identifies a different person from the named beneficiary, intermediary Bank, receiver, Beneficiary's Bank or RDFI. You assume full responsibility for any inconsistency between the name and the identifying number of any party.

ACH Discrepancies/Errors. You have five (5) Business Days after the transaction settlement date

to notify us that any ACH entry is made in error. This is in addition to the general notification requirements regarding discrepancies and errors. Once we have been notified of an error, we may, but are not obligated to, initiate a reversal entry on your behalf in accordance with NACHA rules. We do not guarantee that the funds transferred by the entry in question will be returned to you. You agree to report online fraudulent activity to the bank within 24 hours.

Wire Discrepancies/Errors. Wire discrepancies or errors shall be handled in accordance with the requirements of Chapter 4A of the Texas Business and Commerce Code. You agree to report online fraudulent activity to the bank within 24 hours.

With respect to both wire and ACH discrepancies or errors, if you report suspected fraudulent activity to us within the time required, we will use commercially reasonable efforts to recover any related funds. However, you acknowledge that we may not be able to recover such funds, even if the unauthorized activity has been reported to us within 24 hours. In the event we are not able to recover any fraudulently transferred funds, you agree that the Bank will not be responsible for any such loss so long we have complied with our Security Procedures which are described in this Agreement. You will be solely responsible for any losses resulting from a failure of your own security procedures or from a breach of security involving your own technology systems, including, without limitation, a breach of your e-mail system. For more information regarding your internal security obligations, see the portions of Section 7 of the Generally Applicable Terms and Conditions of this Agreement relating to Internal Security Controls.

Settlement. The account(s) designated on the Wire Transfer and ACH Agreement Application Forms ("Settlement Account") will be used for your ACH and wire transfer transactions. You authorize us to debit and credit the Settlement Account(s) in conjunction with those transactions (including but not limited to returned, rejected or erroneous Payment Orders). You agree to maintain required balances in the Settlement Account(s) to cover the amount of each day's Payment Orders, and you agree not to submit Payment Orders in excess of the required balances in the Settlement Account(s). Any overdrafts resulting from an insufficient balance in your Settlement Account will be subject to the provisions of the related Account Terms. You will be charged the same insufficient funds and overdraft charges that normally apply.

ACH Only. If you select the ACH service, we may require at any time that you maintain required balances in its Settlement Account in an amount determined by us prior to any "Settlement Date" as that term is defined in the NACHA Rules. We may offset or debit the Settlement Account at any time for any amounts owed to us, whether ACH service related or otherwise. You agree to maintain the Settlement Account with required balances equal to the last sixty (60) days average origination for a period of sixty (60) Business Days after ACH Services are terminated, and you further agree that we may place a hold on any balances in your Settlement Account, or on other accounts that you maintain with the Bank, to ensure your compliance with this obligation.

Transfers to Foreign Countries. Transfers made to a bank in a foreign country can be made in the currency of the country to which the transfer is made. Payment orders in a foreign currency will be debited from your account in the US Dollar equivalent at the prevailing selling rate. You agree to comply with all local and US currency restrictions and all US and other laws governing the transaction.

Problems with ACH Input. You must provide a replacement file one day prior to the settlement date if you are notified that your ACH file input cannot be read or processed for any reason. If you are unable to provide a file in a timely manner, we will advise you of other options available, if any. If continued processing problems due to high error or rejection rate or other reasons are experienced, we may terminate ACH service immediately or work with you to correct the problems. We will debit the Settlement Account for any returned or rejected entries. Our responsibilities in connection with the returned or rejected entries from a RDFI or ACH association are detailed in the NACHA rules and applicable law.

ACH Entries Processed Through Vendors. You may elect to use the services of a vendor, but only if such vendor is approved by us in our sole discretion, in which case you authorize us to follow instructions of the vendor to the same extent and under the same conditions as if they came from you. You are still responsible for complying with all NACHA rules and maintaining sufficient records of its entries in order to resolve any questions about errors and discrepancies.

By selecting a vendor to transmit your ACH entries, you authorize us to notify the vendor, as your agent, of any problems with the ACH input, and to provide the vendor with the necessary information to permit the vendor to perform the Services indicated on the Application Forms. You agree to provide a copy of the NACHA rules and all relevant administrative rules to the vendor.

Vendor Errors/Failures. Bank is not liable to you for errors in execution made by the vendor or for inability to process your ACH entries because of vendor computer or software failures.

Vendor Fees/Charges. You will reimburse any fees or charges assessed against us by the vendor in connection with the Services you use.

Substitution of Vendor. You may change vendors upon thirty (30) days written notification to us prior to the scheduled date of change. We must approve the substitute vendor, and we may require that vendor to sign certain agreements as a condition of our approval.

ACH Miscellaneous. All entries credited or debited to your account are provisional until the RDFI has received final settlement through a Federal Reserve Bank or has otherwise received payment as provided for in Chapter 4a of the Texas Business and Commerce Code.

If no payment is received by RDFI for the entry, the RDFI is entitled to a refund in the amount of the entry to the receiver's account and you will not be considered to have paid that amount to the receiver. NACHA rules do not require the RDFI to provide the receiver with notice that the RDFI has received the entry unless the RDFI has agreed to do so.

Hold Harmless. You agree that we will not be liable to you or any other person or entity for Payment Order instructions delivered by or on behalf of you, or purporting to be from you or utilizing your Access Credentials, to any officer or employee of ours or any other person who is not an authorized officer or employee of our wire department or ACH department.

Additional Provisions for Wire Transfer Instructions Provided Outside of our Online Banking System. You acknowledge and agree that Payment Orders for wire transfers transmitted to us via facsimile, via electronic mail, and via telephone may pose a higher degree of risk than those transmitted to us via our Online Banking and Treasury Management Systems. **IF AT ANY TIME YOU OR ANY OF YOUR AUTHORIZED AGENTS ELECT TO TRANSMIT A PAYMENT ORDER VIA FACSIMILE DEVICE, VIA ELECTRONIC MAIL, AND/OR VIA VOICE INITIATED INSTRUCTION YOU AGREE THAT THE BANK MAY RELY ON THOSE INSTRUCTIONS AND: (A) YOU REPRESENT AND WARRANT THAT YOU UNDERSTAND THE RISK OF TRANSMITTING PAYMENT ORDERS IN SUCH MANNER AND WITHOUT THE SECURITY PROCEDURES WE MAKE AVAILABLE FOR TRANSMITTING PAYMENT ORDERS ELECTRONICALLY, AND YOU HAVE IN PLACE YOUR OWN SECURITY PROCEDURES THAT YOU DEEM ADEQUATE TO PROTECT YOURSELF AGAINST THE RISK OF LOSS THAT MAY BE ATTRIBUTABLE TO FRAUDULENT OR UNAUTHORIZED PAYMENT ORDERS TRANSMITTED VIA FACSIMILE, VIA ELECTRONIC MAIL, AND/OR VIA TELEPHONE (INCLUDING, BUT NOT LIMITED TO, SECURITY PROCEDURES THAT PREVENT OR REDUCE THE LIKELIHOOD OF ELECTRONIC MAIL COMPROMISE), AND (B) YOU ASSUME ALL RISK AND LIABILITY FOR, AND RELEASE AND HOLD US HARMLESS FROM, ANY AND ALL LOSSES, DAMAGES, COSTS, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) INCURRED AS A RESULT OF OUR HAVING ACCEPTED IN GOOD FAITH ANY PAYMENT ORDER FROM (OR PURPORTING TO BE FROM) YOU TRANSMITTED VIA FACSIMILE, VIA ELECTRONIC MAIL, OR VIA**

TELEPHONE FROM (OR PURPORTING TO BE FROM) YOU OR ANY OF YOUR AUTHORIZED AGENTS.

For any Payment Order transmitted through an electronic/online communication (including without limitation any transmission by use of our software or the Internet, if applicable) we will verify the Payment Order by requiring the use of two factor authentication. This two-factor authentication requires verification by: (i) use of a user ID and password and (ii) further verification by use of a token. For any Payment Order of \$25,000.00 or more transmitted via email, facsimile device or by voice-initiated instruction we will verify the Payment Order by (i) call back to a predetermined number established by Customer; (ii) email to a predetermined email address established by Customer which is confirmed by an affirmative reply; or (iii) mobile phone application which alerts Customer of pending Payment Order request, and which requires an affirmative reply.

Without limiting any of the foregoing the following are additional methods of authentication the Bank may require for Payment Orders or other instructions or communications received by facsimile device, voice-initiated instructions, email, or other electronic transmission: (a) require that a Payment Order be submitted to us in writing, bearing the signature of you or other Authorized Agent, on a form to be provided by us; and/or (b) require that a return call may be made to an Authorized Agent to verify the authenticity of such Payment Order; and/or (c) require authenticating information including such authenticating information as PINs, passwords, or other information (such as "challenge questions") intended to authenticate instructions; and/or (d) require that such other security requirements be met as we deem necessary to authenticate a transaction. You understand and agree that your failure to submit a request to us on our required forms, to accept a return call, or comply with any other security requirements that we require may result in us rejecting a Payment Order. **You further understand and agree that we are not required to do any of the foregoing additional verification actions described in (a)–(d) and the fact that we do not take such action in one case shall not waive our right to take such action in another case, nor the fact that we took such action in one case establish an expectation on your part that we will take such action in the future.** You understand and agree that we may change our Security Procedures or add new requirements at any time, and, upon notice to you, you will comply with such changes.

You agree that you should verbally verify all Payment Orders and other instructions and communications prior the time that you send such Payment Orders to us.

3. POSITIVE PAY. This Service allows you to provide us via Online Banking with information regarding all checks issued or authorized by you against your accounts with us, including Item number and amount (the "Item Issue Information"), or all companies for which you have authorized to ACH your account. We can then compare Items that we receive for payment against your accounts and you can instruct us whether or not to permit or return the items. To initiate the positive pay service, complete a Positive Pay Application.

Item Issue Information Requirements. You must provide Item Issue Information to us via electronic transmission by 5:00 pm CST/CDT (the "Information Deadline") each Business Day. Accepting Item Issue Information after the Information Deadline does not obligate us to accept late Item Issue Information in the future. It is your responsibility to validate if the file processed the number of items issued, the number of items voided and dollar amount of the issue file. It is your responsibility to contact us to notify of any errors reported from the upload process. It is then your responsibility to re-upload a corrected new file.

Bank Review of Item Issue Information. We will review all Items presented to us for payment against all Item Issue Information that is in our files as of the Information Deadline on the previous Business Day. You agree that if the Item number and amount on an Item conform to the Item Issue Information, then we may consider that Item validly issued and authorized, and we may pay the Item without contacting you. You agree that if we act in accordance with this Agreement in paying Items, we will be deemed to have exercised ordinary care.

Suspect Items. If we find that an Item is inconsistent with the Item Issue Information you provide to us (a "Suspect Item"), you will receive an automatic notification by 8:00 am CST/CDT (the "Notification Time") via email. You must log in to online banking by 11:00 am CST/CDT (the "Decision Deadline") to pay or return the Suspect Items. If you fail to enter your decision by the Decision Deadline, we will return the Suspect Items.

Late Instructions. If you miss the Decision Deadline but belatedly provide Instructions to stop payment on certain Suspect Items, we may elect to attempt to return the Items unpaid; however, the presenting bank may not be obligated to honor the return. We may delay crediting your account for the returned Item until we have determined that the presenting bank has honored the return. If the presenting bank fails to honor the return, you must immediately reimburse us for the amount of the Item, if we have credited it to your account, and you agree to indemnify us and hold us harmless from any costs, suits, expenses, liabilities, damages and attorney's fees related to return of the Item.

Excessive Suspect Items. If we determine that there appear to be an excessive number of Suspect Items on a particular Business Day, possibly indicating inaccurate or missing Item Issue Information, we will contact you so that we can jointly determine how you can provide us with instructions to pay or return the Suspect Items, and we will be entitled to rely on your instructions without further review of the Items. If we determine excessive Suspect Items are a result of items not being issued, we may assess a Suspect Item fee after notification to you.

Stale-Dated and Postdated Checks. We may pay stale-dated and postdated checks unless you place a stop payment or postdated check order on such items, remove them from your list of checks approved for payment, or fail to notify us not to pay the items.

Failure to Utilize Positive Pay. You acknowledge that our Positive Pay Service is a commercially reasonable security procedure offered by us, and designed to prevent loss in connection with fraudulent, forged or altered checks, ACH entries or other items presented for processing through your account(s). **You further acknowledge that failure to accept the Positive Pay Service, or if you accept the Positive Pay Service, your failure to consistently use it, may result in losses that could have been prevented if the Positive Pay Service had been used in the manner set forth herein.**

By initialing below, you understand and agree that if you fail to elect or decline the Positive Pay Service, or if the Service is elected, if you fail to use the Positive Pay Service to verify transactions processed through your account(s), you will be responsible for any losses resulting from fraudulent, forged or otherwise altered checks, ACH entries or similar items drawn on your account(s). You further agree to hold harmless and to indemnify Central Bank, its management, employees and directors for any and all losses resulting from transactions that could have been prevented had you used our Positive Pay Service. To the extent permissible under applicable law, this Section 3 is intended to alter liability that we may have for such losses under the Texas Business and Commerce Code, the Uniform Commercial Code and/or other applicable laws or regulations.

4. REMOTE DEPOSIT SERVICE. Deposits to Central Bank can be made through this Service which utilizes a combination of hardware (scanner), provided by the Bank and a broadband internet connection (high speed internet), such as DSL or Cable Modem. Additionally, this service uses the same Bank availability and cut-off times that are stated in your Account Terms. To initiate remote deposit service, you must complete a Remote Deposit Application.

Duties and Responsibilities of the Financial Institution.

Use of Service. Under the terms and conditions of this agreement, Central Bank will grant to qualifying businesses 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 Central Bank,

and to use the Bank's proprietary documentation for the term of the Remote Deposit Service.

Funds Availability. Checks deposited, using the Remote Deposit System, before 4:00 p.m. will be considered deposited on that same day. Remote Deposit System files received after 4:00 p.m. will be considered received on the next Business Day. You will not receive a confirmation from the Bank that the deposit has been received. You may access The Remote Deposit Report Manager to verify the date and time that your file has been received by the Bank. Funds from checks deposited are generally available the next day. Funds may incur a long delay of availability on a case by case basis for reasons such as, but not limited to, doubt of collectability or uncollected funds.

Processing. Central Bank will process and deposit into your account, checks submitted by the Customer through the Remote Deposit Service in accordance with Central Bank's internal procedures and all state and federal laws during any Business Day subject to the cut-off time as stated in the Remote Deposit Application. Central Bank will not examine checks to verify any data or dates. Central Bank will process the check according to the numeric amount scanned or entered by the customer. If the numeric amount is unclear, Central Bank may process the check according to the written amount, and Central Bank may correct the amount entered by the Customer. If the check is ambiguous, Central Bank may return the check as an exception. Only checks made payable to the Customer's business, or any reasonable derivation thereof as determined in the sole discretion of Central Bank, are acceptable for deposit.

You understand and agree that you will not deposit items that are issued by you or your affiliates drawn on your accounts or any of your affiliates' accounts with the Bank or with any other financial institution, any remotely created checks, any third-party checks, or any item that you suspect or should know to be fraudulent or not authorized by the legal owner of the account on which the check is drawn.

You agree that you will not deposit, without Central Bank's prior written consent, "substitute checks" as defined by federal law or Image Replacement Documents that purport to be substitute checks and have not been previously endorsed by a bank. You will not use the Remote Deposit Service to deposit foreign items drawn on financial institutions that are located outside of the United States or territories of the United States. You will not use the Remote Deposit Service to deposit items that are "stale dated," expired, "postdated," or which are marked as "non-negotiable" (stamped in print or as a watermark). You agree not to use the Remote Deposit Service to deposit any item that has been previously submitted through the Service or through a physical or electronic deposit delivery service offered at any financial institution or the Bank (e.g., mobile, branch, consumer, merchant, and ACH check conversions).

If you deposit any such items using the Remote Deposit Service, you agree to reimburse Central Bank for any losses, costs and expenses we may incur associated with warranty or indemnity claims. If you provide us with an electronic representation of a substitute check for deposit into your account instead of an original check, you agree to reimburse us for losses, costs and expenses Central Bank incurs because the substitute check resulting from the electronic representation does not meet applicable substitute check standards and/or causes duplicate payments.

If a check does not have the necessary information to be processed by Central Bank, then Central Bank may treat the check as an exception. If a check is treated as an exception, it will be forwarded by Central Bank to you and not deposited or otherwise reflected in your account. Central Bank may 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. You agree that Central Bank may at any time, in our sole discretion, refuse to accept deposits of checks from you via the Remote Deposit Capture service.

Central Bank, in our sole discretion, may terminate this Service immediately without notice to you should we deem ourselves at risk due to the number of unacceptable or prohibited items you scan

for deposit.

Reporting. Central Bank will make reports regarding the Remote Deposit Service available through the Internet. Specifically, the Customer will be able to view reports stating the total amount deposited to the account, as well as a listing of individual items deposited, which the Customer may access through a designated Web site.

Duties and Responsibilities of the Customer.

Use of Remote Deposit. The Customer will submit valid checks payable to the Customer by using the Remote Deposit Service. In using the Remote Deposit Service, Customer will create an image of the check or checks and the associated MICR data using hardware approved by us. (If applicable, the Customer agrees to enter in the amount of the check using the written amount of the check into the provided data field.) All checks must be properly endorsed by you in the manner indicated below, or virtually endorsed by the program, prior to submitting for deposit.

Customer agrees that all items deposited using the Remote Deposit Service which are physically endorsed you must be endorsed as follows:

“For Remote Deposit Only at Central Bank [DATE],
[ACCOUNT NUMBER]”

or as otherwise instructed by the Bank in writing.

Without limiting your other indemnifications under this Agreement, Customer will be fully responsible for, and will indemnify and reimburse Central Bank for any losses or expenses incurred by the Bank as a result of your failure to include the above-described restrictive endorsements.

Endorsements will be placed in black or dark ink on the back of each check, within the area designated by the Federal Reserve Board’s Regulation CC (12 CFR Part 229).

Customer agrees to abide by all terms listed in this master agreement and the Remote Deposit Application. The total dollar value of items received on any day shall not exceed the dollar amounts specified in the Remote Deposit Application (the “Deposit Limits”). If the total dollar value of items received exceeds any part of the Deposit Limits, we may, at our sole discretion, refuse to accept the File that exceeds the Deposit Limits or we may, at our sole discretion, accept and process the File. Central Bank reserves the right to limit the number of items that may be transmitted per day, change any part of the Deposit Limits, or change the Cut-off Time. These modifications will be effective immediately and may be implemented prior to your receipt of the newly established Deposit Limits or Cut-Off Time. You may contact us at any time to verify the current Deposit Limits.

Internet and Hardware. The Customer will comply with all system requirements listed in the Remote Deposit Application which has been signed and acknowledged by the Customer. The Bank will provide a scanner and assistance in setup and day to day issues. The scanner is owned by us and will be returned upon termination of the Services or you will be charged the full price of the scanner. Replacement of the scanner for normal wear and tear will be covered by us. Other damage to the hardware will be your responsibility and charges will be assessed to you accordingly.

Fee for Service. Customer will compensate Central Bank for the performance of the Service in accordance with established pricing, which is stated in the fee schedule. Amounts payable to Central Bank will be collected on a monthly basis through standard account analysis program which will check available earnings credit on the Customer’s account before issuing a true debit for the Service.

Central Bank may collect any of the foregoing amounts and any other amounts due by the Customer to Central Bank hereunder or in connection with the provision of the Remote Deposit Service by debiting the Customer’s designated account(s) with Central Bank, without any obligation to give prior

notice thereof to you. Central Bank may change pricing from time to time by providing Customer thirty (30) days written notice of a pricing change. Central Bank shall also have the right to credit or debit any accounts of Customer with Central Bank to correct any processing irregularity in connection with the Remote Deposit Service.

Representations, Warranties and Covenants.

Representations and Warranties. Customer represents and warrants to Central Bank that checks are currently and were at the time of their creation, bona fide and existing obligations of the customers of the business, free and clear of all security interest, liens, and claims whatsoever of third parties and are not now nor have they ever been declared in default. The documentation under which the checks are payable authorizes the payee to charge and collect the monies owed and, all checks and all documents and practices related to them comply with all applicable federal and state laws.

Covenants. The Customer covenants that: (a) the checks submitted by the Customer are valid checks, and the Customer will reimburse and indemnify Central Bank for all loss, damage, and expenses, including reasonable attorneys' fees, incurred in defending such transactions as invalid or fraudulent checks; (b) physical or imaged checks will not be presented to any financial institution once these items are presented through the Remote Deposit Service; (c) physical checks will be stored in a secured area for a period of 60 calendar days after you received notice from us that the check has been accepted and, after expiration of this period, destroyed by way of a commercially reasonable destruction method (see Maintenance and Destruction of Original Item); (d) the Customer will notify Central Bank if an acknowledgement sent by Central Bank indicating receipt of Remote Deposit items is not received on the day of processing; and (e) in the event of the commencement of any proceeding under any bankruptcy or insolvency laws by or against the Customer, the Customer will not oppose or object to any motion by Central Bank seeking relief from the automatic stay provisions of such laws.

Maintenance and Destruction of Original Item. **You shall retain and securely store any original check deposited for a period of 60 calendar days after you have received notice from us that the item has been accepted,** in order to verify settlement and credit or to balance periodic statements.

During this 60-calendar day period, you shall take appropriate security measures to ensure that only authorized personnel shall have access to the original check, that the information contained on the check shall not be disclosed, and that the original check will not be duplicated, will not be scanned more than one time, and will not be re-deposited or re-negotiated in any form. You understand and agree that you must use a high degree of care to protect these original checks against security risks. These risks include, without limitation, (i) theft or reproduction of the original checks (including by employees) for purposes of presentment for deposit of these original checks (i.e., after the original checks have already been presented for deposit via the Remote Deposit Capture service) and (ii) unauthorized use of information derived from the original checks. Upon the expiration of the 60-calendar day period for during which you maintain the original check, you shall destroy the original check using a commercially reasonable method. When you destroy and dispose of the original checks pursuant to the requirements of this Agreement, you understand and agree that you must use a high degree of care when selecting and implementing destruction and disposal procedures. Among other things, these procedures must be designed to ensure that the original checks are not accessed by unauthorized persons during the destruction and disposal process and, once destroyed, the original checks are no longer readable or capable of being reconstructed (such as the use of competent cross-cut shredding equipment or incineration methods).

Intermediaries. Central Bank may act on any communication and provide the Remote Deposit Service using any payment system or intermediary organization it reasonably selects. Central Bank may engage third parties to provide the Remote Deposit Service.

Central Bank will have no obligation to disclose arrangements with third parties to Customer or obtain Customer's consent thereto. Customer authorizes the transfer of information relating to Customer to agents of Central Bank or Customer for use in connection with the Remote Deposit Service or as required by law.

Discrepancies. Customer will promptly notify us in writing of any error in conjunction with the Service and any discrepancies between any records maintained by Customer and any notice Customer receives from us with respect to the Remote Deposit Service, and Customer shall provide us with any information it may reasonably request in connection therewith. Customer agrees that fourteen (14) days is a reasonable time for such notice unless any other agreements, laws, rules, or regulations provide for a shorter period.

Contingency. In the event the Remote Deposit Service is not available due to circumstances beyond the control of the Customer or Central Bank, you will transport the physical checks and deposits to the closest office of Central Bank and deposit the original checks with us until such time that the outage or interruption of the Remote Deposit Service can be identified and resolved. The deposit of original checks at an office of Central Bank shall be governed by your Account Terms and not by the terms of this Agreement.

5. LOCKBOX SERVICE. We will process payments which you receive by mail from others ("Payors") by: establishing a post office box address where Payors may mail payments to you; arranging for the collection of such payments each Business Day; endorsing checks on your behalf; depositing payments to your designated account; and providing related accounting and record keeping services. Additional terms and conditions relating to this Service are contained, and are available, in a separate Lockbox Agreement and Setup Sheet.

6. SWEEP PROCESSING. We offer zero balance account sweeps ("ZBA") under which you can link the designated transaction accounts you maintain with us ("Subsidiary Accounts") to other accounts ("Master Accounts") for the purpose of (1) receiving funds from Master Accounts to cover checks and other debit items, including ACH debits ("Debit Items"), posting to Subsidiary Accounts, and (2) sending funds to Master Accounts that are in excess of what is necessary to cover Debit Items posted to Subsidiary Accounts. ZBA transfers are restricted to accounts of Central Bank only. Based on your instructions to us, we will link your Subsidiary and Master Accounts electronically to allow for the automatic transfer of funds between these accounts, at the frequency and amounts you specify. If you select the ZBA Service, you hereby authorize Central Bank to initiate automated transfers between the Master Account and Subsidiary Accounts under the ZBA Service for the purpose of maintaining a designated balance in Customer's accounts.

In the event a writ of garnishment is served on the Bank targeting funds in the Subsidiary Account, the Bank shall have the right, in its sole discretion, to: (i) freeze and/or place a hold on the Master Account an amount equal to the amount sought by the garnishor until the writ of garnishment is satisfied; and/or (ii) pay the full amount sought by the writ of garnishment using funds from the Master Account. The Bank's exercise of these remedies shall not waive any other rights Bank may otherwise have under other sections of this Agreement.

GENERALLY APPLICABLE TERMS AND CONDITIONS

1. Authorized Persons/Authorized Signers. We may accept oral or written instructions (sent via facsimile, modem, Internet, email or other electronic transmission) from any persons designated as "Authorized Persons" in a Business New Account Application Form and may also accept instructions from any person authorized to sign on the affected account ("Authorized Signers"). The Business New Account Application Form and any other documents authorizing signers on the affected account or authorizing individuals to initiate wire transfers (including by email, voice-initiated instruction, facsimile device or by other electronic transmission) which is signed by the Customer are

hereby incorporated into this Agreement so that this Agreement identifies individuals with authority to initiate wire transfers from the account(s) on Customer's behalf. You agree to hold us harmless from all costs, suits, expenses, liabilities, damages and attorney's fees arising from or related to our acting in good faith in accordance with instructions or information that was purportedly faxed or sent electronically by you, or Authorized Persons/Authorized Signers designated by you. Each Authorized Person or Authorized Signer may act alone, unless the applicable Application Form specifically limits the authority of particular persons. If at any time any two or more Authorized Persons, Authorized Signers, or other persons purporting to be authorized to act on your behalf give us conflicting instructions, without liability to you or anyone else, we may (1) honor one or more of the instructions, (2) refuse to honor any of the instructions until we receive consistent instructions from all persons who had originally issued conflicting instructions, or (3) turn over to a court of competent jurisdiction for disposition any funds subject to conflicting instructions, in which case, you shall be responsible for the expenses associated with such action, including our reasonable attorney's fees. These costs may also be deducted from funds in any of your accounts or upon court approval, those that have been deposited into the registry of the court.

2. Service Charges and Taxes. You agree to pay our fees and charges for the Services you use when you complete the Application Form for a Service you request. We will provide you a written fee schedule. These fees are subject to change at any time. You may contact the Bank at any time for a current fee schedule. You agree to pay all taxes or assessments that result from the Services provided under this Agreement (except for taxes on our income) and to pay any access or transmission charges, transfer commissions or other direct charges we incur in providing a product or Service to you. You agree to pay for all taxes, tariffs and assessments levied or imposed by any government agency in connection with any of the Services, this Agreement, and/or the software or equipment made available to Customer (excluding any income tax payable by Bank). You are also responsible for the costs of any communication lines and any data processing charges payable to third parties. We may choose to collect these amounts by debiting any of your accounts, considering the fees in account analysis, and/or directly billing you at your last address in our records.

3. Representations. You represent and warrant to us that (1) if you are not a natural person, you are duly organized, validly existing, and in good standing under the laws of your state of organization, and you have the full power and authority to carry on your business as now conducted and are duly qualified to do business and in good standing in each jurisdiction where qualification is necessary for your business, and you have not commenced any dissolution or reorganization proceedings, (2) if you conduct business under an assumed business or professional name, you have properly filed the assumed name certificates as required by law to the appropriate governmental filing office for your jurisdiction; and (3) you have obtained all necessary consents to enter this Agreement and make it legally binding. The individual executing this Agreement on behalf of Customer has been duly authorized by Customer to act on its behalf, including the authorization to delegate transaction authority with respect to Customer's accounts to Authorized Users, Administrators or others in the manner contemplated by this Agreement.

4. Compliance with Applicable Laws and Regulations. You must comply with all applicable state and federal laws and regulations at all times you use our Services. This Agreement refers to some (but not all) specific laws, regulations, rules, bulletins, and circulars particularly applicable to our Services. By requesting and using our Services, you represent and warrant to us that you have access to and are familiar with the cited and applicable provisions and will abide by all of them. Upon request, we will provide you with copies of any of the laws, regulations, rules, bulletins, or circulars recited in this Agreement.

5. Extensions of Credit. Certain provisions of the Associated Agreements may require you to have specified amounts of collected or available funds in your accounts at the Bank at certain times. We are never obligated to extend credit to you unless we have specifically agreed to do so in a separate writing and any conditions to that obligation have been satisfied. However, we have the option to extend you credit from time to time by permitting overdrafts in your accounts, delaying

collection of amounts due, or otherwise. If we extend credit to you, the outstanding principal amount is immediately due and payable and will bear interest from the date the credit is extended until it is repaid at a per annum interest rate determined by us, but not exceeding the lesser of 18% per annum or the maximum nonusurious rate of interest permitted under applicable Texas or federal law (whichever permits the higher rate). If we do not elect to extend credit, you must immediately provide funds sufficient to satisfy your obligations in the Associated Agreements.

6. Confidentiality. If you or any vendor you retain to act as your agent use our software products, Online banking products, or products we license to transmit instructions to us or for information reporting purposes, you recognize that we or our vendor have a proprietary interest in that software, and you agree to keep confidential and require your vendor/agent to keep confidential all software, systems, customer records, supporting manuals, procedures, and instructions published or made available to you by us ("Confidential Information").

You agree to disclose the Confidential Information to your employees and agents only on a need-to-know basis, and you agree not to disclose the Confidential Information to anyone else without our prior written consent, except as required by law or as permitted by this Agreement.

When your right to use the software terminates, you must either represent to us in writing that all Confidential Information in your custody or control is destroyed, or return all Confidential Information to us, together with any reproductions or extracts of the Confidential Information, including any Confidential Information you have provided to your agents and any extracts thereof in their possession.

7. Security.

Equipment and Software. You are responsible for providing and maintaining any equipment that is necessary for the Service, such as telephones, terminals, modems and computers. You agree to use equipment that is compatible with our programs, systems and equipment, which we may change from time to time. We assume no responsibility for the defects or incompatibility of any computers or software that you use in connection with the Services, even if we have previously approved their use. You bear sole responsibility for establishing, maintaining and updating procedures, equipment and software and other internal security controls that will effectively safeguard the security and integrity of your computer systems from unauthorized use, intrusion, takeover or theft, and will prevent your Access Credentials from unauthorized use, disclosure or discovery.

EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, NEITHER WE NOR OUR SUPPLIERS OR VENDORS MAKE ANY WARRANTY, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY, WITH RESPECT TO THE SERVICES OR ANY COMPUTER PROGRAMS, EQUIPMENT OR SOFTWARE MADE AVAILABLE TO YOU. You agree to notify us promptly if any equipment or software we provide to you becomes defective. Our sole responsibility (if any) in such instances will be to replace or repair the defective equipment or software. We do not warrant that the equipment or software provided to you will be error free or that the Services will be uninterrupted.

You agree to comply with the terms of any software license provided to you in connection with the Services. You may not transfer, distribute copy, reverse compile, modify or alter such software. Unless otherwise agreed by us in writing, the equipment, Service guides, Security Procedures, and systems provided to you in connection with a Service represent our proprietary property and must be returned to us upon request. We and/or our suppliers retain all right, title and interest in and to the intellectual property rights associated with the Services and the equipment and software. Your license to use equipment and/or software will end with the termination of this Agreement or upon our earlier notice to you. You may only use the equipment and software in connection with your use of the Services. You may not use or move the equipment or software outside the United States without our written consent. You agree that you have a continuing duty to protect and safeguard our software

and will be responsible for any loss, cost, expense, or damage arising from your transmission, failure to safeguard our systems or acts or omissions with regard to security measures or access by your agents or employees.

It is our policy to appropriately identify and mitigate cyber-threats and cyber-risks within our operations as well as those that might be present in our product and service offerings. To adequately deal with the persistent threat of cyber-attacks, we work with industry peers and bank regulators in order to collaborate, identify potential weaknesses, and share industry standards and best practices. It is our policy to implement a cybersecurity program that will: identify risks; protect our systems, assets, and data; detect intrusions, breaches, and unauthorized access, respond to potential events, and recover from a cyber-event by restoring normal operations and services in a timely manner. We cannot combat the threat of cyber-attacks unilaterally.

We need your cooperation and the cooperation of other customers of Central Bank. You need to be vigilant about your systems also. You should guard against anyone seeking to compromise or hack into your systems in order to get into ours.

Avoiding, limiting, and/or mitigating cyber-threats and cyber-attacks is a collaborative responsibility for you and us. We assume no responsibility for any losses incurred by any party as a result of a cyber-attack.

Your Administrator. Your Administrator can establish separate Access Credentials (defined above) for you and each Authorized User, perform various administrative tasks, and set limits on each User's authority to access information and conduct transactions. You assume sole responsibility for the actions of your Administrator (or other person using your Administrator's Access Credentials), the authority he or she gives others to act on your behalf, and the actions of Authorized Users (or other person using an authorized User's Access Credentials).

You or your Administrator will designate which accounts will be utilized for Service payments and transfers. If your Administrator designates an account with respect to which we have agreed, by separate agreement, to honor a requirement for more than one signature for the withdrawal or transfer of funds, you agree that we may act upon any Service instruction that is accompanied by the Access Credential designated by you or your Administrator for that account and the Service in question. As long as an instruction is accompanied by the designated Access Credential, the transaction will be deemed authorized by you. **NOTE: This may mean that we will act upon the instruction of only one person (e.g., to wire funds), even though a separate agreement between you and us requires two or more signatures on checks or other withdrawals or transfers of funds. In addition, nothing in this Agreement shall be deemed to require us to honor any multiple signature requirements.**

Your Accounts. You agree to designate certain accounts for specific purposes in connection with some of the Services. If you fail to do so, you agree that we may designate the accounts.

The Specifications may list certain accounts that you wish to access with the Services. If it includes the accounts of your parent company, subsidiaries or affiliates, you warrant that they have authorized you to access their accounts through the Services in the same manner as your own accounts. You agree to provide us, upon request, with their written authorization, in form and substance acceptable to us, evidencing that authority, and to notify us immediately in writing of any change to that authorization.

Security Procedure and User Guides. We may provide you with one or more Access Credentials (defined below) to access our Services. We also may provide you with operating procedures and user guides in connection with certain Services. You agree to: (a) comply with the Specifications and procedures that we provide to you; (b) take all necessary steps to safeguard the confidentiality and security of your Access Credential, Specifications, and any other proprietary property or information we provide to you in connection with the Services; (c) limit access to the Access Credential to persons

who have a need to know such information; (d) closely and regularly monitor the activities of employees who access the Services; (e) notify us immediately if you have any reason to believe the security or confidentiality required by this provision has been or may be breached; and (f) immediately change or exchange your Access Credential (and any password used to access your Access Credential) if you know or suspect that the confidentiality of the Access Credential has been compromised in any way.

Our Security Procedures are not designed for the detection of errors (e.g., duplicate payments, or errors in your funds transfer instructions such as beneficiary or amount). We are not obligated to detect errors by you or others, even if we take certain actions from time to time to do so.

You agree to change any temporary Access Credential we give you promptly after you are given access to the Services for the first time and disable access to the Services and to all Access Credentials for anyone that is no longer employed or authorized by you to use Services. You also agree to change on a regular basis any identification number, password or other item of information that is an Access Credential or that is used to access an Access Credential, but we may require you to change your Access Credentials at any time.

In addition to verifying transactions by means of an Access Credentials, and without waiving the established verification procedures in Section 2 of Our Services we may elect in our sole discretion to verify the authenticity of content of any order or instruction by placing a call to any authorized signer on your account or any other person designated by you for that purpose at a predetermined number. We may deny access to the Services without prior notice if we are unable to confirm to our satisfaction any person's authority to access the Services or if we believe such action is necessary for security reasons.

Each time you make a transfer or payment with a Service, you warrant that our Security Procedures are commercially reasonable (based on the normal size, type, and frequency of your transactions). Some of our Services allow you or your Administrator to set transaction limitations and establish internal controls. Your failure to set such limitations and implement such controls increases your exposure to, and responsibility for, unauthorized transactions.

You agree to be bound by any transfer, instruction or Payment Order we receive through the Services, even if it is not authorized by you, if it includes or was generated with your Access Credential or is otherwise processed by us in accordance with our Security Procedures.

Internal Security Control. You bear sole responsibility for establishing, maintaining, implementing and updating policies, procedures, equipment and software ("Internal Security Controls") that ensure the security and integrity of your computer systems and information, protect them from any unauthorized use, intrusion, take over or theft, and prevent your Access Credentials from any unauthorized discovery or use (collectively "Internal Security Breaches"). You bear all risk of fraudulent transfers and other losses or disclosure arising from your Internal Security Breaches or from the interception of your communications prior to their receipt by us (collectively "Internal Security Losses"). We will not reimburse your Internal Security Losses. You agree that we are authorized to execute, and it is commercially reasonable for us to execute, any instruction received by us with your Access Credentials. You are encouraged to consider purchasing insurance to cover your Internal Security Losses.

To protect your system from Internal Security Breaches, your Internal Security Controls should include:

- Limiting and controlling who has access to your computer systems;
- No sharing of login IDs and/or passwords;
- Protecting and frequently changing your passwords and other online Access

Credentials;

- Adopting dual authorization and/or transaction-based authentication procedures for financial transfers;
- Employing up-to-date security software such as anti-virus, anti-malware and anti-spyware programs, as well as up-to-date software patches for all your software programs, internet browsers, e-mail programs, and the like;
- Using effective, up-to-date firewalls;
- Procedures to avoid infection by malicious software, such as: controlling what websites are visited by your computers; controlling the connection of other devices (e.g., flash drives) to your computers; controlling what documents, e-mail attachments, programs and other files are opened or installed on your computers; and limiting which of your computers are used for online banking;
- Reconciling all accounts on a daily basis, and immediately reporting any discrepancies.
- Prohibiting your authorized users from leaving a computer unattended while connected to our system, or from communicating or accessing sensitive information from insecure locations (e.g., terminals or networks at internet cafes or airports);
- Allowing Services to be accessed only from a secure location on your premises; and
- Adopting such other recommendations that we may make from time to time to help ensure your safe use of our services.

This is not a complete listing of the internal Security controls that you may need. You are solely responsible for determining and implementing all of the Internal Security Controls necessary to prevent Internal Security Breaches and Internal Security Losses. We have no duty to review your Internal Security Controls, identify deficiencies or make recommendations. We do not represent or warrant that any or all of the above recommendations or any future recommendations are adequate for your needs or will prevent Security Losses.

We may at any time limit access to any online banking function to only those customers who have adopted specific Internal Security Controls. Our specification of any required Internal Security Controls shall not constitute a representation or warranty by us that they will (a) prevent any Internal Security Breach or Internal Security Losses, or (b) be compatible with any computer system or other Internal Security Controls.

You remain at all times solely responsible for your Internal Security Controls, Internal Security Breaches and Internal Security Losses. Although we may employ various systems and procedures from time to time to prevent losses to us, we assume no obligation for your Internal Security Losses, even if such Internal Security Losses are reported to us within the time frames required by this Agreement.

8. Data Transmission Systems. If you use one or more of our proprietary computerized data transmission systems and supporting software, you are bound by the terms and conditions relating to Information Reporting in addition to the product user guide(s), if available, and to the terms that relate to the specific Services you access by that transmission facility. If you fail to perform according to these terms, we will not be liable for any loss that may have been avoided had you performed according to such terms.

9. Email. Email messages we exchange with you are not currently supported by any encryption software and any email communications exchanged should be deemed to be minimally secured. Neither any third party nor we can verify the validity of any transmission sent to you by email. Therefore, personal or private information should not be conveyed in such manner, including information relating to your account number(s), your tax identification number, Access Credentials,

business address, and any other personal, financial, or confidential information. You may elect to receive such personal and confidential information by email, and if you so agree, then we shall not be liable for any loss or damage sustained by you resulting from such information being sent by email.

You also understand and agree that Central Bank shall not be liable for any loss or damage sustained by you in the event that an unauthorized person gains access to any such email. You agree to defend, indemnify, and hold us harmless if we act with ordinary care and in good faith by responding to any email purported to be sent by you to us or by us to you.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, YOU HEREBY RELEASE, ACQUIT, AND FOREVER DISCHARGE CENTRAL BANK, ITS OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION OF ANY KIND WHATSOEVER, AT COMMON LAW, STATUTORY OR OTHERWISE, THAT YOU HAVE OR MIGHT HAVE, KNOWN OR UNKNOWN, NOW EXISTING OR THAT MIGHT ARISE HEREAFTER, DIRECTLY OR INDIRECTLY ATTRIBUTABLE TO CUSTOMER'S RECEIPT OF ACCOUNT INFORMATION FROM CENTRAL BANK BY EMAIL.

10. Consent to Recording. We may record telephone conversations between you, your employees and agents, and us, our employees and agents relating to your accounts and the Services, and you consent to such recording. You understand, however, that we are not obligated to record any conversation, or to retain any recordings made for any period of time.

11. Notices. Any written notices required by the Associated Agreements will be effective when received. Notices must be sent to at least one of the following: (1) the addresses listed in the Application Form for the Service affected, (2) the address to which your account statements are mailed, or (3) any other address designated in writing by either you or us to the other (including any email addresses). Notices may also be provided to you through our Online Banking Service.

If a more specific address is required for a particular Service, you must include it in the Application Form for such Service, and in such case, the address on the Application Form will be the address for purposes of notification. Changes in either party's address shall be sent to the other party through these notification procedures at least thirty (30) days prior to the effective date.

12. Discrepancies/Errors. You must promptly report in writing any error regarding any Service and any discrepancy between your records of your orders and requests (including, but not limited to, wire, Internet, Online services, lockbox, electronic commerce and automated clearinghouse Payment Orders) and the notice you receive from us regarding our execution of your orders and requests. You agree that fourteen (14) days from the date we mail, deliver or otherwise make available such notice is a reasonable time for you to notify us of discrepancies, including unauthorized and erroneous Payment Orders, unless any other applicable Service Rules, Account Terms or applicable Association rules, agreements or laws provide for a shorter notification time. You agree to provide us with all information we reasonably request in connection with any discrepancy. Notification requirements regarding checks paid without a properly authorized signature or errors or discrepancies will remain as outlined in the Account Terms.

13. Annual Review and Questionnaire. As a condition to providing our Services, you agree that Central Bank can mandate an annual review of your use of the Services to ensure the fulfillment of your obligations as described in this Agreement (the "Annual Review"). This Annual Review will take the form of a written Central Bank Annual Customer Questionnaire form (the "Annual Questionnaire") which Central Bank will provide to you every 12 months. You agree to complete the Annual Questionnaire to the best of your knowledge, sign the document and return it to Central Bank within 30 calendar days of its receipt. In our sole discretion, we can submit the Annual Questionnaire to you at any time and more frequently as we deem appropriate, regardless of whether a 12 month period has elapsed. At all times you agree to complete, sign and return the Annual Questionnaire

to Central Bank within 30 calendar days of its receipt. Also, Central Bank in its sole discretion can perform a spot audit of your use of the Service at your location(s) at any time that we deem as necessary, whether or not as a part of the Annual Review process.

14. Assignment/Affiliates. The Associated Agreements bind and benefit you, your and our respective successors. You may not assign or delegate any of your rights or obligations under this Agreement without our prior written consent. You specifically authorize us to share with our affiliates, subsidiaries, and parent company (collectively “Affiliates”) information and documents relating to your deposit accounts, Services, credit facilities, and financial condition. This Agreement is not intended to benefit anyone other than you, our Affiliates, and us.

15. Third-Party Services. You recognize that your relationship with any third-party service provider, including but not limited to merchant card processing service providers and any investment product service provider or brokerage firm, is solely between you and such provider. You acknowledge that the Bank shall have no responsibility, duty, or obligation under any such agreement even though the Bank may have a separate contractual relationship with such third-party provider.

16. Uncontrollable Events (force majeure). No party will be deemed to have breached this Agreement and the Associated Agreements for failure to perform because of a cause outside the reasonable direct control of that party, and without fault or negligence of that party. Causes beyond the reasonable direct control of a party include, without limitation: any failure or interruption of any electronic communication system between you and us; equipment or software failure or malfunction, electrical, computer, or mechanical failure or malfunction; action or inaction of governmental, civil or military authorities; acts of terrorism, pandemics, fire, strike, lockout or other labor disputes; flood, hurricane, war (declared or undeclared), riot, theft, earthquake, natural disaster, cyber-attacks, default of common carriers or third-party vendors; and suspension in payments by another financial institution.

We are not responsible for any act or failure to act by any correspondent bank, Federal Reserve Bank, National Automated Clearing House Association, Southwestern Automated Clearing House Association, any regional or local automated clearinghouse, or any other third party.

17. Other Rules of the Bank. The terms and conditions of our deposit accounts, including the Rules and Regulations Governing Deposit Accounts, including our Funds Availability Policy, and Schedule of Services and Fees (collectively, the “Account Terms”) apply to each of your accounts and should be considered a part of this Agreement and the Associated Agreements as fully as if the Account Terms were set out in this Agreement. If this Agreement conflicts with the Account Terms, this Agreement shall control.

18. Indemnification/Limitation of Liability. You agree to indemnify and hold us, our affiliates, and our and their respective officers, directors, agents and employees (collectively, the “Bank Parties”) harmless from and against any and all loss, liability and expense (including reasonable attorney’s fees) arising from the Services performed by us in connection with this Agreement and the Associated Agreements, except for losses caused directly by our failure to exercise ordinary care or to act in good faith. To the maximum extent permitted by law, you agree that the Bank Parties will not be liable for events or circumstances beyond their reasonable control, and the liability of the Bank Parties will be limited to correcting errors caused by the Bank Parties. You and the Bank agree that clerical errors and mistakes in judgment do not constitute a failure to exercise ordinary care or to act in good faith. We will not be obligated to detect errors caused by you or others, even if we take certain actions from time to time to do so. **WE WILL NEVER BE LIABLE OR RESPONSIBLE FOR CONSEQUENTIAL, EXEMPLARY, PUNITIVE, SPECIAL, OR INCIDENTAL DAMAGES OR LOSSES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS (WHETHER THE CLAIM IS IN CONTRACT, TORT, OR OTHERWISE, AND WHETHER OR NOT WE WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES).** We make no representations or warranties to you, and disclaim any implied warranties, as to the fitness, merchantability, or suitability of any of the

Services or software products, or to the suitability or compatibility of our software, equipment, or communication interfaces with those that you use.

19. Amendment. We may amend or supplement this Agreement by giving you thirty (30) days' notice of such amendment or supplement, either by writing to you, by email or as may be posted from time to time on our website at www.centralbankhouston.com. We also may amend or supplement the Service Rules by giving you ten (10) days written notice of the amendment or supplement in the same manner.

If laws, regulations, or Association Rules require this change in regulations, or if we determine that the change is necessary for the security of your accounts or the security or integrity of the systems used by us in performing Services, we may amend or supplement this Agreement by giving you notice promptly after the change.

If the change is unacceptable to you in any case, you may terminate this Agreement and any Associated Agreements by written notice to us prior to the effective date of the change (or within ten (10) days after receiving notice of any change for which prior notice is not required). However, any outstanding obligation you may owe us will not be relieved by closing your accounts. Your continued use of any Service following the effective time for an amendment shall be deemed to be your agreement to the related change, unless you terminate your use of the Service in the manner provided herein. This Agreement may not be and will not be amended by any oral communication between you and us. You may change this Agreement only by a written agreement signed by us setting forth the changes.

20. Termination. Either you or the Bank may terminate this Agreement and/or any Associated Agreements or the portion relating to any particular product or Service by giving thirty (30) days written notice to the other party. All provisions relating to indemnification, limitations of liability and Confidential Information shall survive termination.

We may also terminate all or part of this Agreement or any Associated Agreements immediately and without prior notice if (1) you fail to maintain adequate available balances in your accounts or fail to pay any overdraft of any kind, no matter how the overdraft was created (unless the overdraft was created solely by our error); (2) you violate any part of this Agreement or any Associated Agreements or any loan, credit, letter of credit or other financing agreement under which you are a debtor or account party (whether with us or any other creditor); (3) you fail to provide financial information that we reasonably request; (4) a material adverse change occurs in your financial or business condition; (5) you make a general assignment for the benefit of creditors or become a debtor in any bankruptcy or other insolvency or liquidation proceeding of any kind; (6) we deem ourselves, in our sole discretion, at risk for any reason; or (7) we determine that it has become impracticable for us to perform under this Agreement because of changes in applicable laws, regulations, or clearinghouse rules. If all or part of this Agreement or any Associated Agreements terminates, you must return any Service Rules and Confidential Information for the Services no longer being used, including those that are within the possession of your agents, or represent to us in writing that such Service Rules and Confidential Information have been destroyed.

21. Governing Law/Venue. TEXAS LAW, WITHOUT REGARD TO ITS CONFLICT OF LAW PRINCIPLES, GOVERNS THIS AGREEMENT. HARRIS COUNTY, TEXAS IS THE PLACE OF PERFORMANCE OF THIS AGREEMENT AND IS THE PROPER VENUE FOR ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT, WHETHER SUCH ACTION IS IN CONTRACT, TORT, OR OTHERWISE. SUBJECT TO PARAGRAPH 21, BELOW, WE MAY BRING ANY ACTION OR PROCEEDING AGAINST YOU IN ANY STATE OR FEDERAL COURT IN HARRIS COUNTY OR IN ANY OTHER JURISDICTION OR VENUE, AND YOU IRREVOCABLY SUBMIT TO THE NONEXCLUSIVE JURISDICTION OF THOSE COURTS AND WAIVE ANY OBJECTION YOU MAY NOW OR HEREAFTER HAVE AS TO VENUE IN THAT COURT OR AS TO THAT COURT BEING AN INCONVENIENT FORUM.

22. Arbitration. Unless prohibited by law, any request, dispute or claim arising out of this Agreement or any Associated Agreements shall, at your or our request, (either before or after the commencement of judicial proceedings) be settled by arbitration pursuant to Title 9 of the United States Code, which the parties hereto acknowledge and agree applies to the transactions contemplated under this Agreement or any Associated Agreements and in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "AAA").

In any such arbitration proceeding: (1) all statutes of limitations that would otherwise be applicable shall apply; and (2) the proceeding shall be conducted in Houston, Harris County, Texas, by a single arbitrator, if the amount in controversy is \$250,000 or less, or by a panel of three arbitrators if the amount in controversy is more than \$250,000.

The process of appointment from a panel pursuant to Section 13 of the AAA Commercial Arbitration Rules shall select all arbitrators and each arbitrator will have AAA-acknowledged expertise in the appropriate subject matter. Any award rendered in any such arbitration proceeding shall be final and binding, and judgment upon any such award may be entered in any court having jurisdiction.

Notwithstanding the above, you and we agree that no arbitrator or panel of arbitrators shall possess or have the power to (1) assess punitive damages; (2) dissolve, rescind or reform (except that the arbitrator may construe ambiguous terms) this Agreement or any Associated Agreements or any portion thereof; (3) enter judgment on the debt, (4) exercise equitable powers, issue or enter any equitable remedies; or (5) allow discovery of attorney/client privileged information. The Commercial Arbitration Rules of the AAA are hereby modified to this extent.

This Section shall not limit or impair the right of us before, during, or after any arbitration proceeding to (1) exercise self-help remedies such as set off; or (2) obtain emergency relief from a court of competent jurisdiction to prevent the dissipation, damage, destruction, transfer, hypothecation, or concealment of assets. Such emergency relief may be in the nature of, but is not limited to pre-judgment attachments, garnishments, sequestrations, appointments of receivers, or other emergency injunctive relief to preserve the status quo.

In the event applicable law prohibits submission of a particular dispute or claim arising out of or in connection with this Agreement or any Associated Agreements to arbitration, you and we agree that any actions or proceedings in connection with such dispute or claim shall be tried and litigated only in the state or federal courts located in Harris County, Texas. Subject to and without in any way limiting or waiving the arbitration requires imposed by this Section, you hereby: **WAIVE YOUR RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF THIS AGREEMENT OR ANY ASSOCIATED AGREEMENTS OR THE TRANSACTIONS CONTEMPLATED UNDER THIS AGREEMENT AND THE ASSOCIATED AGREEMENTS.** In the event of any arbitration, suit, or action (if permitted hereunder) under or in connection with this Agreement or any Associated Agreements, the prevailing party shall be entitled to recover, in addition to its statutory costs and expenses, its attorneys' fees incurred related to such proceeding including, in the case of judicial proceedings permitted hereunder, attorney's fees incurred prior to, at trial, and on any appeal.

Notwithstanding anything herein to the contrary, controversies or claims involving disputes regarding ACH Services will be settled by arbitration in accordance with the NACHA arbitration procedures.

23. Miscellaneous. If any provision of this Agreement is illegal or unenforceable under applicable law, that provision should be deemed reformed so as to be enforceable to the extent permitted by applicable law, or if that is not possible, then this Agreement should be read as if that provision was never a part of it, and the balance of the Agreement shall be enforceable.

If we waive your failure to comply with this Agreement in certain circumstances, that waiver will not

be deemed a waiver of any other breaches of the same or different provisions of the agreements between you and us. All waivers must be written.

All headings in this Agreement and the Association Rules are for convenience only and should not be considered in interpreting the Associated Agreements. All pronouns should be construed to include the masculine, feminine, and neuter forms. You agree to execute any additional documents and provide any information that we reasonably request.

24. Entire Agreement. THIS AGREEMENT, THE ASSOCIATION RULES, THE APPLICATION FORMS, THE SERVICE RULES, AND THE ACCOUNT TERMS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN YOU AND US REGARDING THE DESCRIBED SERVICES; SUPERSEDE ALL PROPOSALS AND PRIOR AGREEMENTS AND ALL ORAL DISCUSSIONS RELATING TO THE SUBJECTS COVERED THEREBY; AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENT OF THE PARTIES. THERE ARE NO ORAL AGREEMENTS BETWEEN YOU AND US.

25. Acknowledgement. Subject to Central Bank's approval, Customer requests that the Bank provide Treasury Management Services (collectively, the "Services"). Customer acknowledges and agrees that Customer's receipt and use of the Services may require Customer's execution of additional documents and agreements in form and substance acceptable to Bank, including, without limitation, any required personal guarantees of the Customer's obligations arising under this Treasury Management Master Agreement (the "Master Agreement"). Customer hereby represents and warrants to the Bank that the names and Taxpayer ID numbers from which they are authorized to request services (collectively with Customer, the "Master Relationship") have been correctly communicated in writing to the Bank. Customer further represents and warrants to Bank that it, and the individual signing this Agreement on behalf of the Customer, are each duly authorized to request Services on behalf of each member of the Customer's Master Relationship. If at any time Customer wishes to add Administrators, Authorized Users, or add additional Taxpayer ID numbers to its Master Relationship, Customer will notify the Bank in writing in the form and including such additional information as Bank may require in its sole discretion. Customer agrees to be bound by the terms of this Master Agreement including, but not limited to, the security procedures found set forth herein, and any additional documents and agreements, and any supplement or amendment to any of the foregoing. Customer further acknowledges and agrees that the Services may also be governed by separate agreements, such as the terms and conditions governing Customer's Accounts at the Bank. Customer hereby agrees that the Administrator designated herein shall have the transaction and other authority with respect to Customer's Accounts as is contemplated by this Master Agreement, and the individual signing below confirms that he or she is duly authorized to delegate such authority to the Administrator in the manner contemplated hereby. Customer hereby requests services on behalf of each of the entities which it has designated as a member of Customer's Master Relationship, each of which shall also be deemed a "Customer" for purposes of the Master Agreement. Customer represents that all information provided to Bank in connection with this Agreement is true and correct in all material respects.

Financial Institution**Customer**

Central Bank

By: _____

By: _____

Name:

Name:

Title:

Title:

Date:

Date: