



FIRST National Bank

MEMBER FDIC
November 9, 2020

A Better Banking Experience

Re: Cash Management Contracts/ Checklist- UPDATE

Dear ACH Originator, Tyler County

At First National Bank Jasper our goal to you, our Cash Management Customer, is to provide you with a safe and secure method of paying your employees or monthly expenses by direct deposit or ACH draft.

Enclosed are your contracts. These contracts will require board member acknowledgement on each agreement. These contracts will also only allow board member authorized personnel to access company accounts and any changes of the "Administrator" will require acknowledgement from each board member. By taking these additional steps, you will ensure the online security of your company's accounts.

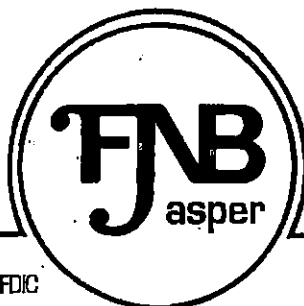
Listed below you will find each item that is included in the Cash Management Agreement Package. All require signatures and will need to be returned to First National Bank Jasper.

- Board Member Acknowledgement
- ACH Processing Agreement
- Cash Management Agreement
- ~~New Cash Management Account Setup/User Setup~~
- Services Agreement
- Wire Transfer Agreement
- ACH Origination Agreement
- Addendum – ACH Origination Agreement
- Cash Management Policy
- Cash Management Terms/Conditions
- ~~Authorized Cash Management Account User Form~~
- Positive Pay Agreement - *optional*
- ~~Direct Deposit Agreement – your company will keep this.~~

If you have any questions please do not hesitate to contact me. Your help in keeping First National Bank Jasper current allows us to provide you with the best service possible.

Sincerely,

Heather Nichols
Cash Management Representative
First National Bank of Jasper
409-384-3486 ext247



FIRST National Bank

MEMBER FDIC

A Better Banking Experience

November 9, 2020

Re: Cash Management Authorization -UPDATE

Dear ACH Originator: **Tyler County**

At First National Bank Jasper our goal to you, our Cash Management Customer, is offering a simplified way of paying your employees via direct deposit. With many corporate accounts multiple signatures are required on checks, however with Cash Management only one individual has complete access to your company's online accounts eliminating the multiple approval process.

This individual is called the "Company Administrator" for online banking. Many times this is not the individual who would write the checks or take payments for the water and electric bills. The "Administrator" is usually the company director, manager or superintendent and they delegate this responsibility to others in the company.

The same stands true with Cash Management, the responsibility of paying employees via direct deposit or drafting a customers account for an electric or water bill is delegated out by the "Administrator", therefore giving others within the company access to the company's banking accounts through Cash Management. The "Administrator" will select which individuals will have access and what activity they will be allowed to do while online. This could be only viewing accounts to being able to work within the accounts, from paying employees to transferring between accounts.

Since your company account is set up requiring multiple signatures we are requesting that all Board Members review the Cash Management Agreement and sign the attached authorization for a single individual to be your online "Administrator".

By signing the attached acknowledgement, the Board Members hereby accept and agree to the terms and conditions of the Cash Management Agreement.

Sincerely,

Heather Nichols
Cash Management Representative
First National Bank
Jasper, TX 75951

First National Bank
Board Member Acknowledgement

The Board Members of, **Tyler County** (Company), hereby authorize **Jackie Skinner** to be the Administrator for online banking and the Cash Management program with First National Bank Jasper.

By signing below, we the Board Members of said "Company" hereby accept and agree to the terms and conditions of this Agreement.

Company Name: **Tyler County**

Board Member: _____

Signature: _____

Date: _____

Board Member: _____

Signature: _____

Date: _____

Board Member: _____

Signature: _____

Date: _____

Board Member: _____

Signature: _____

Date: _____

Board Member: _____

Signature: _____

Date: _____

Board Member: _____

Signature: _____

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Board Member: _____

Signature: _____

Date: _____

Board Member: _____

Signature: _____

Date: _____

Board Member: _____

Signature: _____

Date: _____

Board Member: _____

Signature: _____

Date: _____

First National Bank ACH Processing Agreement

In order to have ACH batches processed for next day settlement they must be initiated to First National Bank Jasper before 2pm the day prior to settlement date.

By signing below, the "Company" hereby accepts and agrees to the terms and conditions of this Agreement.

Company Name: **Tyler County**

By: _____

Title: _____

Date: _____

Company Name: Tyler County

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

First National Bank Cash Management Agreement

THIS AGREEMENT is executed the date written below by First National Bank ("Bank") and the company whose name and signature are affixed hereto ("Company").

The Bank provides a variety of Cash Management services ("Services"), each Service more fully described in its respective user guide ("User_Guide").

The Company desires to enter from time to time into one or more agreements with First National Bank for the provision of Services ("Service Agreements");

The Service Agreements shall be subject to the General Terms and Conditions for Cash Management Services as published by the Bank, which may be amended from time to time.

To implement this Agreement, the Company shall complete the User Setup form and such of the following Service Agreements as it wishes to use, and when executed the Service Agreements will become a part hereof. The Service Agreements for services currently provided that may be executed are:

- A. ACH Origination Agreement
- B. Cash Management Agreement
 - a. Cash Management ACH Origination Addendum
- C. Cash Management Account Setup/User Setup
- D. Services Agreement
- E. ACH Processing Agreement
- F. Cash Management General Terms & Conditions
- G. Cash Management Wire Transfers
- H. Cash Management Policy
- I. Authorization Cash Management Account User
- J. Board Member Acknowledgment
- K. Positive Pay Agreement Exhibit "B"
- L. Direct Deposit Agreement
 - a. This will not be returned to First National Bank Jasper

This agreement will set forth certain general terms and conditions which will govern the provision of such Services under the Service Agreements and User Guides;

First National Bank and Company agree:

1. Authorized Persons - The Bank may accept oral or written instructions, including facsimile or electronic transmission of instructions via the Bank's electronic banking system from any persons designated as "Authorized Persons" in the applicable Service Agreement, and may also accept instructions from any person authorized to sign on the affected account ("Authorized Signers"). The Company agrees to hold the Bank harmless from any and all costs, suits, expenses, liabilities, damages and attorney's fees arising from or related to the Bank acting in good faith in accordance with instructions of information that was purportedly faxed or sent electronically by the Company or the Company's Authorized Persons. The Bank may require further written confirmation of instructions given orally or via facsimile. Unless the applicable Service Agreement specifically limits the authority of particular persons, each Authorized Person or Authorized Signer may act alone. If at any time any two or more Authorized Persons, Authorized Signers, or other persons purporting to be authorized to act on behalf of Company gives the Bank conflicting instructions, without liability to the Company or anyone else, the Bank may (a) honor one or more of the instructions, (b) refuse to honor any of the instructions until we receive jointly agreed instructions from all persons who had

issued conflicting instructions, or (c) turn over to a court for disposition any funds subject to conflicting instructions.

2. **Service Charges and Fee** - Company agrees to pay the Bank the fees and charges for the services the Company uses, as reflected on the written fee schedule as published by the Bank from time to time. The Bank may change the fees and charges by giving the Company thirty (30) days written notice of the changes. If the Company objects to the changes, the Company may terminate the services prior to the effective date of the changes. The Bank will collect the fees and charges by debiting any of the Company's accounts with the Bank. The Company authorizes the Bank to debit its Accounts to pay monthly fees assessed in connection herewith.

3. **Taxes** - In the event that the relationship created between the parties under this Agreement or any of the Services rendered, or any other aspect of the relationship, gives rise to any tax responsibility, exclusive of income and similar taxes, such obligations will be the responsibility of Company. In the event the Bank should be required to pay any such tax obligation, Company will reimburse the Bank upon demand therefore.

4. **Representations** - Company represents and warrants to the Bank that Company is duly organized and validly existing and in good standing under the laws of Company's state of organization and Company has full power and authority to carry on Company's business as now conducted and is duly qualified to do business and in good standing in each jurisdiction where qualification is necessary for Company's business, and Company has not commenced any dissolution proceedings; (a) if Company conducts business under an assumed business or professional name, company has properly filed assumed name certificates as required by applicable law; and (b) Company has obtained all necessary consents to enter into this Agreement and to make it legally binding on Company.

5. **Applicable Law, Jurisdiction and Venue** - Company must comply with all applicable laws and regulations at all times in its use of services provided by the Bank. This agreement and the Service Agreements shall be governed by and construed according to the internal laws (and not the law of conflicts) of the State.

6. **General Rules and Regulations Applicable** - Company acknowledges that all Accounts of Company maintained at the Bank are subject to the applicable Deposit Account Agreement, schedules of services and fees, and Funds Availability Policy of the Bank.

7. **Financial Records** - In connection with certain Services, Company understands that the Bank may require certain financial information relating to Company, in which case Company agrees to provide the Bank with such information within a reasonable period of time. If the Bank, in its sole judgment, determines that there has been an adverse change in Company's financial condition, the Bank may terminate this Agreement or any Service Agreement effective immediately with written notice to Company.

8. **Extension of Credit** - Certain provisions of this Agreement may require Company to have specified amounts of collected or available funds in Company's account at the Bank at certain times. The Bank is not obligated to extend credit to Company unless the Bank has specifically agreed to do so in a separate writing and any conditions to that obligation have been satisfied. However, the Bank has the option to extend credit to Company from time to time by permitting overdrafts in Company's accounts, delaying collection of amounts due, or otherwise. If the Bank extends credit to Company, the outstanding Company 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 the Bank, but not exceeding the lesser of 18% per annum or the maximum nonusurious rate of interest permitted under applicable State or federal law (whichever permits the higher rate). If the Bank does not elect to extend credit to Company, Company must provide immediately available funds sufficient to satisfy Company's obligations under this Agreement.

9. **Confidentiality** - Company agrees to keep confidential all software, systems, Company records, User Guides, procedures, and instructions published or made available to Company by the Bank ("Confidential Information"). Company agrees to disclose the Confidential Information to Company's employees and agents only on a need-to-know basis, and Company agrees not to disclose the Confidential Information to anyone else without prior written consent from the Bank, except as required by law or as permitted by this Agreement. When Company's right to use the software products terminates, Company must return all confidential Information to the Bank, together with any reproductions or extracts of the Confidential Information.

10. Security - Some of the services offered by the Bank to Company requires Company and any third parties whom Company has designated as Authorized Persons to implement appropriate security measures, as set forth in the User Guides or Service Agreements for those services. The Bank may furnish confidential security procedure materials to any person identified on the Service Agreements as being authorized to receive them, and the Bank may rely on the security procedures identified in the User Guides and Service Agreements to determine whether any instructions are authorized, and Company will be bound by those instructions issued to Company or its Authorized Persons and accepted by the Bank in compliance with Company's chosen security procedures, whether or not ; actually authorized them. Company acknowledges that the Bank offered Company and its Authorized Persons a number of different commercially reasonable security procedures, and that Company has chosen the security procedures indicated in the Service Agreements based on Companies belief that those procedures are commercially reasonable. If Company chooses security procedures including a PIN, user ID number, password, test key or other code (collectively, a "code"), company agrees that Company and its Authorized Persons will keep the code confidential.

11. Electronic Communications - If Company provides Bank with an address that permits electronic communication with Company or if Company uses an electronic means to communicate with Bank, including, without limitation, through the Internet, the Bank may deliver information and documents of any nature to Company and receive information and documents of any nature from Company by electronic means. Notwithstanding the above, the Bank, without liability to Company under this or any other Agreement, refuse to act on a value bearing communication that is not authenticated by a commercially reasonable means or to the Bank's reasonable satisfactions. Company agrees that Company is responsible for and Company agrees that the Bank will not be liable to Company if any unauthorized person intercepts electronic communications between the Bank in the absence of Bank's negligence. Company agrees that an electronic notice sent to an address designated by either party under this Agreement that satisfies any commercially reasonable security procedures imposed by the sender constitutes written notice, and that the Bank may, at Bank's sole option, rely on such notice without obtaining a manual signature of one of its Authorized Persons.

12. Discrepancies/Errors - Company must promptly report in writing any error in connection with any Cash Management service and any discrepancy between Company's records of Company's orders and requests (including wire, electronic commerce and automated clearing house payment orders) and the notice Company receives from Bank regarding Bank's execution of Company orders and requests. Company agrees that 60 days is a reasonable time for Company to notify the Bank of discrepancies, including unauthorized and erroneous payment orders, unless any other applicable Deposit Account Agreements, Rules & Regulations or laws provide for a shorter notification time. Company agrees to provide the Bank with all information the Bank may reasonably request in connection with any discrepancy. This paragraph does not modify the Deposit Rules notification requirement regarding checks paid without a properly authorized signature or errors or discrepancies other than those specifically related to a Cash Management service.

13. Assignment - Company may not assign this Agreement and the Service Agreements without the prior written consent of the Bank, which consent shall not be unreasonably withheld. The Bank may assign this Agreement and the Service Agreements in whole or in part.

14. Force Majure - Neither Company or the Bank shall be responsible for any loss or delay caused by any failure or interruption of any electronic communication system between the Company and the Bank, equipment or software failure or malfunction, electrical, computer, or mechanical failure or malfunction, action or inaction of governmental, civil or military authority, fire, strike, lockout or other labor disputes, flood, hurricane, war, riot, theft, earthquake, natural disaster, act of God or any other cause or causes which are unavoidable or beyond its reasonable control, default of common carriers or third party vendors, and suspension in payment by another financial institution. The Bank is not responsible for any act or failure to act by any correspondent bank, Federal Reserve Bank, SWIFT, National Automated Clearing House Association, Southwestern Automated Clearing House Association, any regional or local automated clearing house, or any other third party.

15. Indemnification/Limitation of Liability - Company will indemnify and hold the Bank, its officers, directors, agents and employees harmless from and against any and all liability, claims, losses, damages, suits, costs or expenses, including, attorney's fees, incurred by the Bank arising from the acts or omissions of Company in connection with this Agreement, the Service Agreements or the Services. If Company fails to perform according to these terms, the bank will not be liable for any loss that could have been avoided if

Company had performed according to such terms. The sole duty of the Bank is to exercise ordinary care in the performance of the obligations under the Service Agreements and this Agreement. Company agrees that the Bank, its officers, directors, agents and employees will not be liable for events or circumstances beyond their reasonable control, and the liability of the Bank, its officers, directors, agents, and employees will be limited to correcting errors caused by the Bank. Company and Bank agrees that clerical errors and mistakes in judgment do not constitute a failure to exercise ordinary care or to act in good faith. IN NO EVENT SHALL THE BANK, ITS OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES BE LIABLE OR RESPONSIBLE FOR CONSEQUENTIAL, EXEMPLARY, PUNITIVE, SPECIAL OR INCIDENTAL DAMAGES OR LOSSES, INCLUDING LOST PROFITS (WHETHER THE CLAIM IS IN CONTRACT, TORT, OR OTHERWISE, AND WHETHER OR NOT THE BANK WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES). THE BANK MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, IN LAW OR IN FACT, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS OR SUITABILITY OF ANY OF THE SERVICES OR SOFTWARE PRODUCTS FOR A PARTICULAR PURPOSE, OR AS TO THE SUITABILITY OR COMPATIBILITY OF OUR SOFTWARE, EQUIPMENT OR COMMUNICATION INTERFACES WITH THOSE USED BY COMPANY, PROVIDED UNDER THE SERVICE AGREEMENTS

Company acknowledges that a single Company employee or agent has full access and authority over the Company's accounts by the Company's participation in and use of the Services. Company further acknowledges that Company has full responsibility and liability for (i) the proper implementation and use of the Services provided to the Company by the Bank, (ii) the creation of internal management procedures, controls, and safeguards in the use of the Services, (iii) the protection of Company's private information and secrets, account information, and passwords for access to the Services, and (iv) the proper supervision and use of the Services by all persons who receive or obtain access to the Company's accounts. Company acknowledges the Bank has no liability for the use of the Services by the Company. Company shall indemnify and hold the Bank, its officers, directors, agents, and employees harmless from and against any and all liability, claims, losses, damages, suits, costs or expenses, including attorney's fees, incurred by company arising from the acts or omissions of Company, and/or the use of the Services by any person who received or obtained access to the Company's accounts and funds through use of the Services by acts or omissions of Company. The Bank additionally has all of the protections and limitations of liability set forth in Paragraph 15 herein.

16. Severability - The invalidity or unenforceability in particular circumstances of any portion of this Agreement or the Service Agreements shall not extend beyond such provision or circumstance and no other provision of this Agreement or the Service Agreements shall be affected thereby. If, for any circumstance whatsoever, fulfillment of any provision of this Agreement or the Service Agreements, or any other document related hereto or thereto, or the exercise of any right or remedy whatsoever contained herein or therein or in any other instrument in connection herewith or therewith shall transcend the limit of validity prescribed by applicable statute or law, then *ipso facto*, the obligation to be fulfilled shall be reduced to the limit of such validity.

17. Binding Arbitration - (a) Any controversy of claim between or among the parties hereto, including any claim or controversy of any kind based on or arising in tort, shall be determined by binding arbitration in accordance with the federal arbitration act (or if not applicable, applicable State Law), the rules of practice and procedure for the arbitration of commercial disputes or the American Arbitration Association, and the rules set forth in section B below shall control. Judgement upon any arbitration award may be entered in any court having jurisdiction. Any party to this agreement may bring an action, including a summary or expedited proceeding, to compel arbitration of any controversy or claim to which this Agreement applies in any court having jurisdiction over such action.

(b) The arbitration shall be conducted within the state, and administered by The American Arbitration Association who will appoint an arbitrator, if American Arbitration Association is unable or legally precluded from administering the arbitration, then the Judicial Arbitration and Mediation Services, Inc., will serve. All arbitration hearings will be commenced within 90 days of the demand for arbitration. Further, the arbitrator shall, only upon a showing of cause, be permitted to extend the commencement of such hearing for an additional 60 days.

(c) The provisions of this section shall survive any termination, amendment, or expiration of this agreement. Each party agrees to keep all disputes and arbitration proceedings strictly confidential, except for disclosures of information required in the ordinary course of business of the parties or by applicable law or regulation.

18. Amendment - This Agreement and the Service Agreements may be changed, modified or discharged only by an agreement in writing signed by both parties; provided however, the Bank may change any procedure in connection with a Service from time to time, including those contained within the General Terms and Conditions for Cash Management Services, upon written notice to Company. Notwithstanding the foregoing, the Bank may change any procedure without prior written notice to Company where an immediate change is necessary to maintain or restore the security of a funds transfer system or deposit account.

19. Term and Termination - The term of this Agreement shall commence on the effective date of the first Service Agreement and shall end on the date all Service Agreements have been terminated. Unless otherwise provided, either Bank or Company may terminate any Service Agreement at any time by giving not less than thirty (30) days prior written notice of such termination to the other party. Either party may terminate any Service Agreement with such termination to be effective immediately upon notice to the other if (a) the other party fails to comply with the terms of this Agreement or any Service Agreement, (b) the other party has a voluntary or involuntary petition in bankruptcy filed with respect to it, makes an assignment for the benefit of creditors or a receiver or similar authority is charged with administering its assets, (c) any party is required to do so pursuant to any law, regulation or supervisory/regulatory agency, or (d) if Company's deposit account with the Bank (an "Account") is closed in accordance with the Deposit Account Agreement of First National Bank, or is made subject to levy, garnishment, attachment or similar process. No termination of this Agreement or any Service Agreement shall affect the rights or obligations of either party which may have arisen or accrued prior to such termination.

20. Notices - All communications required or permitted under this Agreement or the Service Agreements shall be given when (a) delivered in hand to the other party, (b) on the third banking business day when mailed by first class United States mail to the address specified by a party from time to time, (c) upon receipt of an acknowledged facsimile transmittal or (d) by notice on Cash Management System. Any party may change its address for notification purposes by giving the other party prior written notice of the new address and the date upon which it will become effective.

21. Entire Agreement - This Agreement, the Service Agreements, and the User Guides constitute the entire agreement between the parties related to the subject matter of the respective Service Agreement and supersede all prior agreements and understandings between the parties, whether written or oral, with respect to the subject matter. Company acknowledges that in entering into this Agreement and the Service Agreements, it has not relied on any oral promises or representations made by the Bank other than those specifically set forth in the respective Service Agreement. To the extent there exists any inconsistency between the terms and conditions of the Service Agreements and the terms and condition of this Agreement, the terms and conditions of the Service Agreement shall control. The Service Agreements are incorporated and made a part hereof as if fully set out herein.

22. Captions - The headings contained in this Agreement and in the Service Agreements are for reference and convenience purposes only, and shall not affect the meaning or interpretation of this Agreement or the Service Agreements.

23. Counterparts - This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument. IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

Executed on this ___ day of _____, 2020.

First National Bank

By: *Heather Nichols*
Title: *Cash Management Representative*
Date:

Company: **Tyler County**

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Company Name: Tyler County

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

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By: _____
Title: _____
Date: _____

First National Bank
Services Agreement

1. This Services Agreement is made in conjunction with a Cash Management Services Agreement between the First National Bank (the "Bank") and the Company in which the Bank agrees to provide the services below selected by the Company.
2. Company agrees to provide the Bank with written notice if Company wishes to modify services as stated below.

Services (check all that apply):

Account Analysis	_____
ACH Origination	_____
ACH Debit	_____
Balance Reporting	_____
Bill Payment	_____
Positive Pay	_____
Stop Payment	<u>N/A</u>
Wire Transfer	_____

By signing below, the Company hereby accepts and agrees to the terms and conditions of this Agreement.

First National Bank

By: Heather Nichols

Title: Cash Management Representative

Signature: _____

Date: _____

Company Name: **Tyler County**

By: _____

Title: _____

Signature: _____

Date: _____

By: _____

Title: _____

Signature: _____

Date: _____

By: _____

Title: _____

Signature: _____

Date: _____

By: _____

Title: _____

Signature: _____

Date: _____

By: _____

Title: _____

Signature: _____

Date: _____

First National Bank Wire Transfer Agreement

1. This agreement, made the date written below by and between First National Bank and Company.
2. Company hereby authorizes Bank to honor, execute and charge to any designated deposit account maintained by Company at Bank (whether one or more, the "Account") without limit as to amount (unless an amount limit is set forth in User Authorization Form provided by Company to Bank from time to time), any and all telephonic or other verbal request, or facsimile, or electronic transfer requests via the Bank's electronic banking system for the transfer of funds when such requests or orders (a) are received from a person identified as an authorized representative of Company listed on the User Authorization Form (an "Authorized Person"), and (b) are made in compliance with Bank's transfer procedures under this Agreement. Unless otherwise set forth on the User Authorization Form, Bank is authorized to transfer funds from an Account at the Bank (a) to any other specified deposit account maintained by Company whether such account is with Bank or another financial institution; (b) to any deposit account of a third party whether such deposit account is with Bank or another financial institution, this would include transfers to an affiliated company with a similar but not identical name, as well as any movement of funds from Company's account at the Bank to "Pay Upon Proper Identification" of any company, individual or representative of any company; or (c) for the account or for credit to Company. Any transfer hereunder may be by means of an electronic funds payment system.
3. Company represents that each Account to be debited will contain sufficient available or collected funds to allow for payment of each transfer of funds requested hereunder at the time that such transfer is to be made. However, if the Bank does execute a transfer of funds that creates an overdraft, Company shall immediately pay on demand the amount of the overdraft.
4. Bank may record all telephonic instructions received by Bank from Company and may retain such recordings in accordance with Bank's policy relating to such recordings.
5. Bank will make confirmations to Company of all transfers made to or from its account at the Bank by mail or using other means designated by Company. Company shall maintain a hard copy record of each transfer request and shall compare its records with the confirmations provided by Bank within ten (10) days of receipt and notify the Bank of any discrepancies. Company agrees to promptly examine bank statements for the Account. Company agrees to report any discrepancies (a) between the records of the transfers shown on the statements for the Account and the transfers shown on the statement for any other deposit account of Company, or (b) between the Company's records of such transfers and any statement for the Account, in writing to Bank within sixty (60) days after statement date.
6. Bank agrees to make transfers and otherwise act upon requests made in compliance with this Agreement as promptly as is practicable having due regard for its volume of other transfer requests and shall incur no liability to Company for delays in implementing instructions after such requests have been received by Bank. Bank shall have no liability to Company for failing to make a transfer or failing to take any other action on or before any deadline contained in a request. Transfer instructions received after cut-off hours as Bank may from time to time establish may be honored as of the following Bank business day. Bank shall have no obligation to make any transfer unless the affected Account contains sufficient available or collected funds to cover such transfer. Bank shall have no obligation to attempt to revoke or rescind any transfer initiated in accordance with the terms of this Agreement. Bank shall promptly notify Company that a transfer was delayed or not made.
7. In the event of any disagreement hereunder, or if conflicting demands or notices are made upon Bank relating to this Agreement or any item or amount received by Bank hereunder, Bank may, after notice to Company, refuse to comply with any such claims or demands on it or refuse to take any other action hereunder with regard to the subject matter of the dispute, so long as such dispute continues; and in any such event, Bank shall not be or become liable to any person for its failure or refusal to act.
8. Unless otherwise prohibited by Article 4A of the Uniform Commercial Code, Company may not bring any claim against the Indemnified Parties arising directly or indirectly out of this Agreement or the performance of the transfers contemplated hereunder more than one year after the cause of action accrued.

9. All Originators agree that they will not originate Cash Management services to foreign countries (IAT), individuals or agencies through this ACH Cash Management System.

10. Transfer of funds will be in U. S. Dollars only.

11. (a) Bank's only responsibility and liability to Company from and against all liabilities, claims, losses, costs, expenses (including reasonable attorneys' fees and costs), and damages of any and every kind (including direct, indirect, incidental, consequential, and punitive, the "Claims") caused (including Claims caused by Bank's negligence or gross negligence), incurred, suffered by, or asserted against Bank arising out of or resulting, directly or indirectly, in connection with this Agreement or the transfer contemplated herein shall be to compensate Company as expressly provided by the Uniform Commercial Code Article 4A; as adopted by the State of Texas. (b) Company agrees to hold harmless, defend, and indemnify Bank, its officers, directors, agents, employees, and all persons in privity with it (the "Indemnified Parties") from and against any and all liabilities, claims, costs, expenses, losses and damages of any and every kind (including reasonable attorneys' fees and costs) arising out of or resulting, directly or indirectly, from the acts or omissions of Company in connection with this Agreement or the transfers contemplated herein, except to the extent of Bank's liability under the above Paragraph. (c) BANK'S LIMITED RESPONSIBILITY AND LIABILITY AS SET FORTH HEREIN CONSTITUTES COMPANY'S SOLE AND EXCLUSIVE REMEDIES UNDER THIS AGREEMENT IN LIEU OF ALL OTHER REMEDIES, WHETHER EXPRESSED OR IMPLIED AND WHETHER AT LAW OR IN EQUITY, AND BANK HEREBY DISCLAIMS, AND COMPANY WAIVES (ALL CLAIMS FOR CONSEQUENTIAL DAMAGES AND ALL CLAIMS REGARDING LOSS OF REVENUE, INCOME, PROFIT, AND USE, OR DAMAGES) AND RELINQUISHES COMPANY'S RIGHT TO ANY OTHER REMEDY AND TO ALL COMPANY'S CLAIMS. THE EXTENT OF LIABILITY THAT MAY BE IMPOSED ON BANK IS LIMITED STRICTLY AND SOLELY TO THE CIRCUMSTANCES AND AMOUNTS AS SET FORTH ABOVE. (d) Bank may use Correspondents or other agencies in connection with any transaction hereunder, but shall not be liable for their improper or negligent acts or omissions to act. No liability shall attach to Bank or to such Correspondents or agencies for any losses or damages in consequence of present or future laws, censorship, regulations, decrees, orders, controls or restrictions rightfully or wrongfully exercised by any de facto or de jure domestic or foreign government or agency. Bank shall not be liable on or in connection with any Draft unless the Draft is presented to the drawee within a reasonable time after delivery, or unless the beneficiary or the transfer shall make demand for payment of such transfer within a reasonable time after the issuance thereof, Bank shall not be responsible for the failure of the drawee or its paying Correspondents to identify the payee or person entitled to the payment of such Draft or transfer. In connection with a Draft, Bank assumes no responsibility beyond making available to the drawee funds or credits for the payment of the Draft, and Bank shall not be responsible for insolvency of the drawee, or errors, delays, omissions or defaults of the drawee.

12. Bank shall have no responsibility or liability for failure or delay in performance pursuant to the terms of this Agreement when such failure or delay is due to any natural disaster, fire, flood, storm, strike, labor unrest, war, riot, act of God, power failure, equipment failure, errors or acts by any third party or any other cause beyond Bank's reasonable control.

Company acknowledges that a single Company employee or agent has full access and authority over the Company's accounts by the Company's participation in and use of the Services. Company further acknowledges that Company has full responsibility and liability for (i) the proper implementation and use of the Services provided to the Company by the Bank, (ii) the creation of internal management procedures, controls, and safeguards in the use of the Services, (iii) the protection of Company's private information and secrets, account information, and passwords for access to the Services, and (iv) the proper supervision and use of the Services by all persons who receive or obtain access to the Company's accounts. Company acknowledges the Bank has no liability for the use of the Services by the Company. Company shall indemnify and hold the Bank, its officers, directors, agents, and employees harmless from and against any and all liability, claims, losses, damages, suits, costs or expenses, including attorney's fees, incurred by company arising from the acts or omissions of Company, and/or the use of the Services by any person who received or obtained access to the Company's accounts and funds through use of the Services by acts or omissions of Company.

13. Company agrees to pay Bank's prevailing charges in effect from time to time for providing the services utilized hereunder and Bank may charge Company's account therefore. Company agrees to reimburse Bank upon demand if such fees are not paid in accordance with the terms hereof.

By signing below, the Company hereby accepts and agrees to the terms and conditions of this Agreement.

Wire Limit: _____

First National Bank of Jasper

Company Name: Tyler County

By: Heather Nichols

Title: Cash Management Representative

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Exhibit A
Wire Transfer Fee Schedule

<u>Wires</u>	<u>Fee</u>
Outgoing Domestic Wire	\$25.00

First National Bank ACH Origination Agreement

1. This agreement, made the date written below, by and between First National Bank of Jasper (hereinafter together with its parent corporation called the "Bank") and Tyler County (hereinafter called the "Company").
2. Company has requested the Bank to permit it to initiate or arrange for the initiation of electronic debit and/or credit entries to be processed by and through the Bank.
3. Bank is willing to accommodate the Company by processing for ultimate delivery to other participant banks and financial institutions the electronic entries by means of its correspondent banks, the Southwestern Automated Clearing House Association (SWACHA) and/or the National Automated Clearing House Association (NACHA) to the accounts of the Company's employees or customers (hereinafter together called the "Customer(s)").
4. Bank is willing to process and transmit the Company's electronic debit and/or credit entries subject to the following terms and conditions:
5. Company will prepare and submit all electronic entries to the Bank in accordance with the agreed upon specifications and schedules. The Company will be responsible for the correctness, both as to content and form, of all information submitted to the Bank. If any information is not readable, out of balance, or unable to be processed, it is the responsibility of the Company to correct and resubmit the information to the Bank.
6. Except as otherwise provided in paragraphs (7) and (8), the Bank will transmit and process the electronic entries initiated by the Company in accordance with the rules of SWACHA and/or NACHA as are currently in effect and as amended from time to time (the "Rules"). The Company agrees to be bound by and held subject to the Rules as well as the provisions contained in the Agreement. A copy of the Rules is available to the Company upon request.
7. With respect to "on-us" electronic debit and/or credit entries, the relationship between the Bank and Company will be governed by the Rules and, to the extent applicable, the Bank agrees to assume all the rights and obligations of both an "Originating Bank" and a "Receiving Bank", and the Company agrees to assume the rights and obligations of a "Company", as all such terms are defined within the Rules. The Company agrees to make the same warranties to the Bank as the Bank would be required to make pursuant to the Rules were the Bank an "Originating Bank".
8. In the event that the operation rules of a local or regional automated clearing house, or the arrangements between the Bank and a correspondent bank, are more restrictive than, or are at variance with, the Rules, the Company agrees to be bound by such more restrictive or varying rules.
9. Company will maintain a demand deposit account (hereinafter called the "Company Account") with the Bank to which the Bank will credit amounts received in collection of electronic debit entries. All such credits are provisional and the Bank may charge the Company Account, as well as any other account of the Company with the Bank, for a returned or rejected electronic debit entry. Company authorizes the Bank to debit the Company Account on the day the returned or rejected electronic debit entry is received by the Bank or thereafter. Company warrants that it shall maintain a sufficient balance in the Company Account to cover returned or rejected electronic debit entries. Company will pay to Bank the amount of any returned or rejected electronic debit entry, which for any reason cannot, in part or in whole, be debited against the Company Account. Bank may require Company to maintain a minimum balance sufficient to cover returned or rejected electronic entries.
10. Bank is not obligated to process any electronic credit entry unless the Company Account contains a balance in collected funds sufficient to pay all electronic credit entries submitted by the Company. If the Bank should elect to process any electronic credit entry for which it has not received final settlement, the amount of the such entry, at the option of the Bank, shall therefore become immediately due and payable by the Company to the Bank, and the Bank shall have the right to charge the amount thereof to the Company Account or claim a refund from the Company.

11. Company will compensate and agrees to pay the Bank for providing the services indicated herein in accordance with the fee schedule. The Bank upon written notice may change these fees from time to time to the Company. The Bank may charge the Company Account, as well as any other account of the Company with the Bank, for any such charges or fees.

12. Company will not initiate an electronic credit and/or debit entry with respect to any Customer until the Company has obtained the written authorization (hereinafter called the "Authorization") of such Customer to do so and, in the case of electronic debit entries, has complied with the further requirements of paragraph (13), hereunder. The Authorization shall be in form acceptable to the Bank. The Company will retain the original or a copy of the Authorization received by the Company as prescribed in the Rules. The Company, upon the Bank's request, will furnish the Bank with original or a copy of the Authorization. In addition, the Company agrees to notify the Bank at least 10 calendar days in advance of its initiation of an electronic debit entry or credit entry to the account of a customer for the first time. Such notice shall contain the information prescribed in the Rules. The Company agrees to strictly comply with the provisions of the paragraph, and the Company understands that the Bank will be relying upon such promise in order that the Bank may comply with federal and state laws and regulations in respect of electronic funds transfers.

13. Bank shall not generate advices of electronic debits and/or credits against accounts of Customers maintained with the Bank except to the extent it is required to do so. In the event that the Company initiates credit entries representing the payment of salary or wages to the accounts of its employees, the Company agrees to furnish each employee with a detailed statement of earnings no later than the day said employee's account is due to be credited by the Bank.

14. Should the Company wish to change the amount or date of billing of an electronic debit entry in respect of any Customer, it shall mail or deliver written notice to the Customer ten (10) days before such electronic debit entry; however, should the Company inform a Customer of his/her entries varying in amount, such Customer may elect to receive notice only when an electronic debit entry does not fall within a specified range of amounts (which shall in all respects be reasonable) or, alternatively, only when an electronic debit differs from the most recent amount by more than an agreed upon amount. The Company agrees to comply strictly with the provisions of this paragraph, and the Company understands that the Bank will be relying upon such promise in order that the Bank may comply with federal and state laws and regulations in respect of electronic funds transfers.

15. Company represents and warrants to the Bank that, in cases of electronic debit entries:

- Each electronic entry initiated by the Company is for a sum due and owing the Company directly or as an authorized agent.
- The Company has received a signed written agreement from the Customer, with a copy thereof given to the Customer, authorizing the Company to make prearranged debits from the Customer's account (hereinafter, as above, called the "Authorization");
- Each electronic entry initiated by the Company is in accordance with a valid Authorization held by the Company, and the Company has complied with the Rules with respect to same, including retention of the original or a copy of each Authorization;
- The Company is solely responsible for and is complying with the laws and regulations governing the initiation of preauthorized electronic debits, including but not limited to the Electronic Fund Transfer Act of 1978 and Federal Reserve Regulation E, in particular sections 205.10 (b) and (d), as currently in effect and as amended;
- At the time an electronic entry is processed by the Bank and any receiving banks, the Authorization has not been terminated with respect to such electronic entry; provided, however, that this letter warranty shall not apply if, at the time of processing the electronic entry, the receiving bank has actual knowledge of a termination of the Authorization.

16. Company hereby agrees to indemnify and hold harmless the Bank against and in respect of any claim, demand, proceedings, losses, liabilities, expenses (including attorney's fees), and damages, including consequential, special, and punitive damages, to comply with: (a) this agreement, including any breach of its warranties hereunder; (b) the Rules, (c) any other agreement(s) between the Company and Customer and (d) all applicable laws and regulations, including the sanction laws administered by OFAC.

17. Bank may transmit the electronic credit and/or debit by such means the Bank deems appropriate to convey the Company entries. The Bank shall not be liable for interruption of communication facilities, errors in transmission, suspension in payments by another financial institution, war, emergency conditions, acts of God, or any similar or dissimilar causes beyond the reasonable control of the Bank.

18. Company agrees that origination of ACH debits and credits creates substantial risk to the bank and will originate items only when sufficient "Collected Funds" are available to cover such transmissions. Additionally, The Bank, at its discretion, may require annual financial statements and the Company agrees to provide such at the Bank's request.

19. The Company shall be aware that as originators of ACH entries, they are subject to applicable U.S. law when initiating these entries. This includes, among other things, that the originator is not violating OFAC enforced sanctions, and that it is not acting on behalf of, or transmitting funds to or from, any party subject to such sanctions. Originators should be aware that they will be held to an obligation to originate only lawful ACH entries under their agreements with their ODFI's. Originators are strongly encouraged to obtain Specially Designated National (SDN) and other compliance information directly from OFAC. OFAC's compliance Hotline may be reached at (800)540-OFAC.

20. The obligations and responsibilities of the Bank shall be limited to those specified in this Agreement or Amendments thereof. The Bank will not be obligated or responsible with respect to any act or failure to act by a correspondent bank, SWACHA, NACHA, a regional or local automated clearinghouse, or any other third party. In no event shall the Bank be liable for any indirect, special, or consequential damages, even if the Bank is advised of the possibility of such damages.

Company acknowledges that a single Company employee or agent has full access and authority over the Company's accounts by the Company's participation in and use of the Services. Company further acknowledges that Company has full responsibility and liability for (i) the proper implementation and use of the Services provided to the Company by the Bank, (ii) the creation of internal management procedures, controls, and safeguards in the use of the Services, (iii) the protection of Company's private information and secrets, account information, and passwords for access to the Services, and (iv) the proper supervision and use of the Services by all persons who receive or obtain access to the Company's accounts. Company acknowledges the Bank has no liability for the use of the Services by the Company. Company shall indemnify and hold the Bank, its officers, directors, agents, and employees harmless from and against any and all liability, claims, losses, damages, suits, costs or expenses, including attorney's fees, incurred by company arising from the acts or omissions of Company, and/or the use of the Services by any person who received or obtained access to the Company's accounts and funds through use of the Services by acts or omissions of Company.

21. Either party hereto shall have the right to terminate this Agreement, without cause, by giving the other party at least 30 days prior written notice; provided, however, that this Agreement shall continue to be in full force and effect for all electronic entries initiated by the Company prior to the termination of the Agreement. If the party to whom such notice is to be given agrees in writing, the notice period may be less than 30 days. Notwithstanding the foregoing, in the event of the Company's insolvency, receivership, or voluntary or involuntary bankruptcy, or the institution of proceedings therefore or any assignment for the benefit of the Company's creditors, or if in the opinion of the Bank the Company's financial condition has become impaired, then the Bank, at its option, may terminate this Agreement immediately, without notice.

22. This Agreement contains the entire understanding of the parties and may not be changed orally. The terms and provisions of this Agreement shall inure to the benefit of and binding upon the Company, the Bank, and their respective successors and assigns; provided, however, that the Company may not assign its rights hereunder without prior written consent of the Banks.

By signing below, the Company hereby accepts and agrees to the terms and conditions of this Agreement.

Company Name: Tyler County

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Exhibit A
ACH Origination Fee Schedule

ACH

Fee

ACH Monthly Fee

~~\$20.00~~

ADDENDUM
First National Bank Jasper
ACH Origination Agreement
Cash Management

It will be the policy of First National Bank Jasper to comply with all ACH rules, regulations and other related requirements. The policy specifically defines this institution's intentions regarding the requirements under ACH Rules, The Green Book, Federal Regulation E and Uniform Commercial Code Article 4A which permits alternative handling based upon individual financial institution policies and procedures.

As an Originating Depository Financial Institution (ODFI), the Bank will offer the following Cash Management ACH services to customers:

- Direct Deposit
- Direct Payment
- Customer Initiated Entries
- Electronic Federal Tax Payment Systems (EFTPS)

The Bank will accept ACH files by computer submission only.

An ACH audit will be conducted annually in accordance with the minimum ACH audit requirements of the current ACH rules.

In order to maintain compliance with new as well as existing requirements under various regulatory sources for ACH activities, the Bank will implement the following procedures:

1. Assign specific responsibilities for ACH receipt and origination function
2. Review the ACH Association Membership Directory annually to insure that the ACH contact information is current and notify the Association of any changes
3. Verify the receipt of the current ACH Rules and review rule revisions for the current year
4. Provide training to ACH personnel responsible for receipt and origination activities
5. ACH contact personnel shall maintain a reference library of primary regulation sources, such as ACH Rules, The Green Book, Regulation E and the UCC Article 4a

The Bank will honor requests by an ODFI to return entries when the entries are identified as erroneous and meet the following conditions:

1. Returning the entry will not cause an overdraft condition for the customer's account;
2. The ODFI has positively identified itself and has documented the request in writing;
3. Request is received in a reasonable length of time (but within 5 days of settlement date) limiting financial difficulty on the account holder due to unexpected loss of available funds;
4. Return item does not interfere with actions anticipated or in process by the Bank.

The Bank will observe the regular Federal Reserve Bank schedule of holidays and non-processing days. ACH transactions received having a settlement date of a holiday or non-processing day will be posted on the first processing day after the holiday or non-processing day.

The Bank will provide consumers who receive electronic payments to their accounts the following as required by Federal Regulation E:

1. Initial Regulation E disclosure at the time the account is opened
2. Monthly activity statements

The Bank will disclose Texas as the default choice of law to both Originators and Receivers of ACH transactions where such disclosure is required for origination and receipt of wholesale credit ACH transactions. UCC-4A disclosures for electronic wholesale credit entries received will be provided to all account holders. The disclosures will state:

1. Entries must be submitted through ACH;
2. Credit given by us – THE BANK – to you with respect to an ACH credit entry is provisional until we receive final settlement of such entry through a Federal Reserve Bank. If we don't not receive such final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to you in connection with such entry, and the party making payment to you via such entry (originator) shall not be deemed to have paid you in the amount of such entry;
3. Under the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account, we are not required to give next day notice to you of receipt of an ACH item and we will not do so. However, you will continue to be notified of the receipt of payments in monthly statements;
4. The Bank may accept on your behalf payments to your account which have been transmitted through one or more Automated Clearing House (ACH) and which are not subject to the Electronic Fund Transfer Act and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state of Texas as provided by the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account.

Customers originating ACH activity will be informed of their responsibilities on a continual basis. Originating customers will be provided with:

1. The conditions that the Bank will require Originators to send pre-notifications
2. Pre-notes are sent at least six banking days prior to the origination of the first live entry
3. All pre-notifications received will be reviewed for accuracy. A NOC will be sent to the ODFI when necessary.
4. NOCs and corrected NOCs will be reviewed when received from RDFIs. The Originator will be notified either orally or in writing of the information contained in the NOC or Corrected NOC.
5. Returned pre-note entries are reported to the Originator in a timely manner
6. Originators are advised of the reason for the return
7. Upon receipt of returns relating to prenotifications indicating that the RDFI cannot accept such entry, the Originator will stop initiating live entries until problem is resolved

8. Notifications of Change are reported to the Originator within two banking days
9. Originator request to change information on an account within six banking days of receipt of the NOC information or before initiating another entry
10. Responsibility of the Originator to advise their customer if/when payment is reversed and the reason why.
11. The Bank will advise Originator of changes during the year
12. The Bank will provide Originator with annual changes.
13. All Originators agree that they will not originate Cash Management services to foreign countries (IAT), individuals or agencies through this ACH Cash Management System.
14. Secure Token to access the Cash Management System
15. This financial institution will place restrictions on the types of ACH transactions that are allowed. Permissible ACH types, as defined by the Standard Entry Class (SEC) codes, will be PPD, CCD, & CTX codes at this time.

It shall be the responsibility of the Company that the origination of ACH transactions complies with the laws of the United States. This includes, but is not limited to sanctions enforced by the Office of Foreign Assets Control (OFAC). It shall further be the responsibility of the Company to obtain information regarding such OFAC enforced sanctions. This information may be obtained directly from the OFAC Compliance Hotline at 800-540-OFAC. It shall also be the responsibility of the Company to obtain written authorizations for consumer entries in accordance with ACH Rules and U. S. Law and the Company must retain the original record for at least two (2) years after termination of the ACH Agreement.

In accordance with the Operating Guidelines Section II, Chapter 1, (B), the Bank has the right to audit the "Company", ACH Originator's, compliance with the ACH rules and terms of this Cash Management Agreements.

By signing below, the "Company" hereby accepts and agrees to the terms and conditions of this Agreement.

Company Name: **Tyler County**

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Company Name: Tyler County

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

First National Bank Jasper CASH MANAGEMENT POLICY

The purpose of this policy is to establish guidelines and procedures for the Cash Management program offered by First National Bank Jasper. The objective of Cash Management is to provide corporate clients of First National Bank Jasper with a simplified method of paying employees or taking collections.

Clearly written and well documented policies and procedures of Cash Management will establish a system that can prevent or reduce errors; minimize operational costs and reduce processing.

Procedure for Cash Management:

1. Customers must have a business account with First National Bank Jasper
2. Customers must have access to the internet and online banking set up through Netteller
3. To be set up for Cash Management a presentation to the company's Board of Directors is suggested.
 - a. This will give them an overview of what Cash Management can do for them and the requirements of the Board as a whole.
4. Since many companies require dual signatures on their accounts for all checks, the board is advised that: Cash Management is online banking using an electronic signature of a single person that the "Board" appoints as the "Administrator".
5. Board recognizes the administrator of Cash Management, they have full online access/control to the company accounts and they may or may not be an authorized signer on the account.
6. The Board also recognizes the administrator may, at his/her discretion, delegate Cash Management duties to other employees, giving them limited access to the online banking system and company accounts.
7. The following documents/contracts require the signature of each Board Member; these must be on file before Cash Management Setup can begin.
 - a. ACH Origination Agreement
 - i. Addendum ACH Origination Agreement Cash Management
 - b. Cash Management Account Setup/User Setup
 - c. Cash Management Service Agreement
 - d. Cash Management Agreement
 - e. Cash Management Policy
 - f. Cash Management General Terms & Conditions
 - g. Cash Management Wire Transfers
 - h. ACH Processing Agreement
 - i. Authorization Cash Management Account User
 - j. Board Member Acknowledgement
 - k. Cash Management ACH Policy
 - l. Positive Pay Agreement

8. When there is a need to change the Cash Management “Administrator” the Board Members will need to appoint a new “Administrator” and a new Board Member Acknowledgement form must be completed, signed and returned to First National Bank. Additionally, when there is a new “user” or account that needs to be added to the online setup, the “Cash Management Account” update or “User Setup” form will need to be filled out and returned with the updates.
9. Onsite training is conducted for administrator and employees allowed access to Cash Management.
10. Administrator is shown the step-by-step process of adding users and giving account rights to them.
11. Areas of training will include: building batches, adding/deleting customer information, debits/credits, effective dates and batch initiation.
12. If the customer is using their own software and it is NATCHA formatted, they are shown how/where to upload their file to; this will eliminate the need to build batches. The uploaded files already contain the customer’s information.
13. Each customer is provided with:
 - a. ACH Rules book for the current year - January of each year a new rule books are sent out.
 - b. Step-by-step manual of Cash Management
 - c. Copy of all signed documents/contracts
 - d. Secure Token to access Cash Management

By signing below, the “Company” hereby accepts and agrees to the terms and conditions of this Agreement.

Company Name: **Tyler County**

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Company Name: Tyler County

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

First National Bank
GENERAL TERMS AND CONDITIONS FOR
CASH MANAGEMENT SERVICES

These are the General Terms and Conditions for Cash Management Services of First National Bank ("Bank"):

Section 1. Definitions

Accounts: Any Commercial or Personal Account as included on the Cash Management Application and approved by the Bank in writing.

User: Any Individual that Company has authorized the access and use of the Cash Management System according to the rules and procedures described herein.

Business Day: The day during which the main office of Bank is open for business, in accordance with specified cut-off times, and during which Bank is able to download Company's information and process transactions.

Current Balance: The Account balance that is the result of the total debit and credit activity as of a specific date and time for all Accounts.

Collected Balance: The Current Balance of the Account, less float.

Available Balance: The current balance of the Account minus holds, and memo posted debits plus memo posted credits.

Float: Dollar amount of deposited items that are in the process of collections from the drawee banks. Also known as uncollected funds.

Hold: A restriction on payment of all or any part of the balance in an account.

Memo Posted Debits: Any debits being posted to the account for business day. For example ACH debit transactions, wire transfers, and teller cashed checks.

Memo Posted Credits: Any credits being posted to the account for the business day. For example, ACH credit transactions and wire transfers.

Section 2. Function Capabilities

As a user of the Cash Management System, Company and User may request any of the services listed below. The specific services selected by which the Company agrees may be updated from time to time.

- a. Perform Account inquiry on Account data and transaction history on the Accounts.
- b. Request a wire transfer. Company and User understand that wire transfers received after 2:00 p.m. Central Standard Time will not be processed until the following business day. Bank has the right not to process any wire request if collected funds sufficient to cover the wire transfer amount are not available in the Account. Wire Transfer requests must be made in accordance with the appropriate Wire Transfer Agreement.
- c. Send and receive message (to and from the Bank) through electronic mail (email). Bank is not responsible for any delay in messages being retrieved. Urgent messages should be verified by a telephone call to Bank. Company and User are responsible to periodically check for messages sent by the Bank.
- d. Initiate transfers between any accounts set up within Cash Management. Company is limited to six pre-authorized automatic transfers or withdrawals per month from regular savings and money market accounts. Three of the six transfers from these type accounts can be made by check, draft, or debit card. Transfers made

via Cash Management are included as preauthorized or automatic transfers subject to these limitations. An excess withdrawal fee from these type accounts will be assessed in accordance with "Your Deposit Account" fee schedule.

- e. Company is not permitted to transfer more than the available balance from deposit accounts.
- f. Initiate ACH transactions. ACH Company understands that ACH transactions received must provide for a two business day lead prior to the settlement date. Transactions received after the Bank's cut off time, 2:00 p.m. Central Standard Time, will not be processed until the following business day. ACH transactions must be in accordance with the appropriate ACH Origination Agreement.
- g. Company can utilize any report functions for requested services.

Section 3. Acknowledgment of Company

a. Company and User are responsible for obtaining, maintaining, and updating the necessary hardware and related equipment needed to utilize the Cash Management System. As of the date of this Agreement, the necessary equipment includes:

56k or faster modem
Computer with VGA Monitor, 16 MB RAM, 4 GB Hard Drive and Internet Access
Microsoft Internet Explorer 9.0 or higher or Netscape Navigator 9.0 or higher
128-bit encryption standard

Bank will notify Company of changes in equipment requirements.

- b. Bank reserves the right to eliminate or change any of the function capabilities at any time without prior notice.
- c. Bank agrees to conduct initial training for the Company to set up the initial security provisions for the Cash Management System. Bank is not responsible for Company's actions or negligence in setting up Company's security access to Cash Management System to appropriate employees and assigning User IDs to such appropriate employees. Company and User will not make any passwords or User IDs available to any non-authorized persons. Bank offers a further security procedure under Cash Management whereby the Company and the Bank can establish dollar limits for transactions (refer to Services Agreement). Bank and Company agree that the password, User ID, and dollar limits security procedures provided under the Cash Management System are commercially reasonable and the parties further agree that transactions conducted under the password and User IDs shall be deemed to be authentic payment orders binding on the Company. Company is responsible for all transactions made through the User ID and password security system, regardless of whether such transactions were authorized.
- d. Bank will not be liable for non-authorized use of the Cash Management System or for any losses that may result. Company or User will notify Bank immediately if Company or User believes that a Users ID and/or password have been used without Company's permission.
- e. Company and User will not disclose any information pertaining to its use or the components of the Cash Management System.
- f. Company acknowledges that the use of the assigned ID and PIN is the agreed security procedure to access and create stop payments. Company also agrees that the Confirmation Number will be maintained as receipt of authorization to place a stop payment.
- g. Company has received and understands all signature card rules and regulations and all agreements and disclosures connected with opening of Accounts and acknowledge that this Agreement is in addition to any of these agreements and disclosures. Company can communicate (i.e., upload transactions and download Account data) with Bank any time system maintenance is not being performed.

uploads the wire transfer file, only wires that do not require approval by "Transmit Wires" IDs are transmitted. Unapproved wires remain in the Wire Transfers Upload File and are not processed.

b. Company is responsible for maintaining the confidentiality of all PIN'S, codes and other devices used to protect the authenticity of a payment order. If the company has reason to believe that any PINS, codes or devices have or may have become known by, or have or may become compromised by, unauthorized person (whether employed or not by company), company agrees to immediately notify Bank by telephone and agrees to confirm oral notification in writing to Bank within 24 hours. Bank will issue new PINS and codes to company in accordance with Bank's security requirements. Bank reserves the right to change codes and PINS at any time by giving reasonable prior notice to company.

Section 7. Acknowledgements and Indemnities

Company acknowledges that a single Company employee or agent has full access and authority over the Company's accounts by the Company's participation in and use of the Services. Company further acknowledges that Company has full responsibility and liability for (i) the proper implementation and use of the Services provided to the Company by the Bank, (ii) the creation of internal management procedures, controls, and safeguards in the use of the Services, (iii) the protection of Company's private information and secrets, account information, and passwords for access to the Services, and (iv) the proper supervision and use of the Services by all persons who receive or obtain access to the Company's accounts. Company acknowledges the Bank has no liability for the use of the Services by the Company. Company shall indemnify and hold the Bank, its officers, directors, agents, and employees harmless from and against any and all liability, claims, losses, damages, suits, costs or expenses, including attorney's fees, incurred by company arising from the acts or omissions of Company, and/or the use of the Services by any person who received or obtained access to the Company's accounts and funds through use of the Services by acts or omissions of Company.

By signing below, the "Company" hereby accepts and agrees to the terms and conditions of this Agreement.

Company Name: **Tyler County**

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

By:

Title:

Date:

By:

Title:

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By:

Title:

Date:

By:

Title:

Date:

By:

Title:

Date:

By:

Title:

Date:

By:

Title:

Date:

First National Bank of Jasper

Positive Pay Services Agreement

This Positive Pay Services Agreement ("Agreement") is between First National Bank of Jasper ("Bank") and **Tyler County** ("Customer"). The Bank and the Customer agree that the provision by the Bank and the use by the Customer of the Agreement described below shall be subject to the terms and conditions set forth in the Agreement. In the event of inconsistency between a provision of the Agreement and the Texas (TX) Commercial Code, the provisions of this Agreement shall prevail.

This Agreement is part of the Bank's Cash Management Agreements, ("Initial Agreements"). The terms of the Initial Agreements are hereby ratified, affirmed and incorporated herein and shall continue to apply in all respects. As used herein, the term "Agreement" shall mean both the Initial Agreements and the Positive Pay Services Agreement, collectively.

Unless otherwise defined in this Agreement, words or phrases shall have the meanings set forth in Universal Commercial Code Division 3 - "Negotiable Instruments" and Division 4 - "Bank Deposits and Collections."

POSITIVE PAY SERVICES

Issued Check File. The Customer shall submit an Issued Check File to the Bank. The check Issue File provided to the bank, constitutes a signature and full and irrevocable authorization and direction of The Customer for the purposes of determining whether a check is properly payable.

The Issued Check File shall accurately state the check number, date, and the exact dollar amount of each check drawn on an Authorized Account since the last Issued Check File was submitted. Each Authorized Account shall require an Issued Check File for all checks issued.

The Customer shall send the Issued Check File for each authorized account to the Bank in the format and medium, as specified by the Bank and agreed to by the Customer. Issued Check Files must be uploaded one business day (24 hours) prior to disbursement. Failure to adhere to these time frames may result in checks being dishonored.

In the event of system failure, either that of the Customer's or of the Bank's, and the Issued Check File cannot be received by the Bank or the Bank cannot process the file, the file shall be considered as not received, even if the Bank has possession of the file.

Payment of Presented Checks and Reporting of Exception Checks. The Bank shall compare each Presented Check by check number and amount against each Issued Check File received by the Bank.

Optional

Exhibit "B"

On each banking day the Bank:

- May pay and charge to the Authorized Account each Presented Check that matched by check number and amount a check shown in any Issued Check file.
- The Bank shall provide the Customer with an electronic notification of any exception Checks presented for payment that do not exactly match to the Check Issued File items and in a form and time as is outlined in Schedule C, titled "Exception Check Report".

Pay Default. If Company misses the deadline as outlined in Schedule D, Bank will make final payment of the check(s) and charge the account the checks are drawn against.

Not Covered. This Agreement does not cover a check if the Bank has already cashed the check or is already committed to honor or pay the item under applicable laws, regulations or rules governing checks.

CUSTOMER and BANK COMMUNICATIONS

The Customer or the Bank, at its discretion, may each submit to the other party a revision of any communication provided for under this Agreement. The revised communication must (i) be sent in its entirety and not in the form of a partial amendment to the communication originally sent (ii) identify the original communication, and (iii) be sent in the format and medium, by the deadline(s), and at the place(s) established by the receiving party. A properly submitted revised communication serves to revoke the original communication.

The Customer is responsible for the review of the Exception Check Report for all item exceptions. Decisions must be communicated using the Bank's Cash Management, All exception items must be review and process by 3:00 pm Central Standard Time. If you miss the deadline or fail to respond, the Bank will reject final payment of the exception item and the item(s) will be returned unpaid. The provisions of this agreement does not cover a check if the Bank has already cashed, negotiated or paid or which the Bank is already committed to honor or pay under applicable laws, regulations or rules governing such items.

The Bank is not responsible for detecting any Customer error contained in any Issued Check File or Pay Request or Return Request sent by the Customer to the Bank.

You agree to use the Services carefully and notify us immediately if you discover; (a) any error or discrepancy between your records and the information the Bank provides to you about your accounts or transactions (e.g. in a statement, confirmation or electronic report); (b) unauthorized transactions involving your account; (c) a breach in the confidentiality of the password; or (d) other problems related to the Service.

USE OF SERVICES

The Company accept responsibility for making sure that you understand the terms and conditions of this Agreement. Without limiting your responsibilities under the Initial Agreement and this Agreement, you are responsible for obtaining, installing, maintaining and operating all software,

Exhibit "B"

hardware or other equipment necessary to access and use Positive Pay. This responsibility includes, without limitation, utilizing up to date web-browsers and access devices and the best commercially available encryption, antivirus, anti-spyware and Internet security software. The Bank will not be liable for any losses caused by the Company's failure to properly use the Service or equipment.

The Company shall at all times indemnify, defend and hold the Bank harmless from and against all actions, proceedings, claims or loss, damage, costs and expenses (including reasonable attorney fees) which may be brought against the Bank or incurred by the Bank which arise in connection with the instructions received by the Bank's Cash Management Online System relating to your account.

AUTHORIZED REPRESENTATIVES

The Company agrees to abide by the Service rules as set forth in Bank policy and procedures, as now in effect and as they may be changed from time to time. The party authorizing the Service must have full signing authority on the designated accounts (each, an "Authorized Signer"). The party authorizing the Service will be responsible for giving specific authority to other users (who may or may not be authorized signers on the account). The authorities granted to an Authorize Representative are to remain in full force and effect until revoked by the Company or until Bank has received written notification from the Company of rescinded authority in such a time and manner as to provide a reasonable opportunity to act on the instructions.

SERVICE CHARGES AND FEES

The Company agrees to pay the Bank the fees and charges for the services the Company uses, as reflected on the written fee schedule as published by the Bank from time to time. The Bank may change the fees and charges by giving the Company thirty (30) days written notice of the changes. If the Company objects to the changes, the Company may terminate the services prior to the effective date of the changes. The Bank will collect the fees and charges by debiting any of the Company's accounts with the Bank. The Company authorizes the Bank to debit its Accounts to pay monthly fees assessed in connection herewith.

GOVERNING LAW

This Agreement shall be governed by the laws (excluding the law of conflicts) of the State of Texas and applicable Federal law.

GENERAL PROVISIONS

Payment for Services. The Bank may, on a monthly basis, debit a Customer account maintained at and selected by the Bank for payment of charges due.

Amendments. The Bank may make amendments to this Agreement with a thirty (30) calendar day notice.

Exhibit "B"

Termination. Either party may terminate this Agreement by notice to the other sent at least thirty (30) calendar days prior to the termination date specified in such notice. Notwithstanding such termination, this Agreement shall remain in full force and effect as to all Presented Checks that have been presented to the Bank prior to the date of termination.

INDEMNIFICATION/LIMITATION OF LIABILITY

Company will indemnify and hold the Bank, its officers, directors, agents and employees harmless from and against any and all liability, claims, losses, damages, suits, costs or expenses, including, attorney's fees, incurred by the Bank arising from the acts or omissions of Company in connection with this Agreement, the Service Agreements or the Services. If the Company fails to perform according to these terms, the Bank will not be liable for any loss that could have been avoided if the Company had performed according to such terms. The sole duty of the Bank is to exercise ordinary care in the performance of the obligations under the Service Agreements and this Agreement. Company agrees that the Bank, its officers, directors, agents and employees will not be liable for events or circumstances beyond their reasonable control, and the liability of the Bank, its officers, directors, agents, and employees will be limited to correcting errors caused by the Bank. Company and Bank agrees that clerical errors and mistakes in judgment do not constitute a failure to exercise ordinary care or to act in good faith. IN NO EVENT SHALL THE BANK, ITS OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES BE LIABLE OR RESPONSIBLE FOR CONSEQUENTIAL, EXEMPLARY, PUNITIVE, SPECIAL OR INCIDENTAL DAMAGES OR LOSSES, INCLUDING LOST PROFITS (WHETHER THE CLAIM IS IN CONTRACT, TORT, OR OTHERWISE, AND WHETHER OR NOT THE BANK WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES). THE BANK MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, IN LAW OR IN FACT, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS OR SUITABILITY OF ANY OF THE SERVICES OR SOFTWARE PRODUCTS FOR A PARTICULAR PURPOSE, OR AS TO THE SUITABILITY OR COMPATIBILITY OF OUR SOFTWARE, EQUIPMENT OR COMMUNICATION INTERFACES WITH THOSE USED BY COMPANY, PROVIDED UNDER THE SERVICE AGREEMENTS.

DEFINITIONS * THIS SECTION NEEDS TO BE ADDED TO THE CASH MANAGEMENT "TERMS AND CONDITIONS AGREEMENT" ****

Definitions. In the Agreement

Agreement means this Positive Pay Services Agreement, including attached Schedules A through E, as it may be amended from time to time.

Authorized Account means the account(s) of the Customer, maintained at the Bank to which the positive pay services rendered by the Bank will apply.

Exhibit "B"

Available Funds means funds on deposit in an Authorized Account and available for withdrawal pursuant to Federal Reserve Regulation CC (12 CFR 229), and the Bank's applicable funds availability schedule and policies as described in the current Deposit Account Agreement.

Exception Check means a Presented Check that does not match a check included in an Issued Check File.

Exception Check means a record describing Exception Checks, which is provided by the Bank to the Customer.

Issued Check File means a record describing checks written by the Customer on an authorized Account, provided by the Customer to the Bank.

Pay Request means the instructions of the Customer to the Bank requesting the Bank to pay an Exception Check.

Presented Check means a check drawn on an Authorized Account and presented to the Bank for payment through the check collection system.

Return Request means the instructions of the Customer to the Bank instructing the Bank not to pay an Exception Check.

By signing below, the Company hereby accepts and agrees to the terms and conditions of this Agreement.

_____ Customer

By _____

Title _____

Date _____

Address: _____

Email Address: _____

Exhibit "B"

First National Bank of Jasper

By _____

Title _____

Date _____

Email Address:

SCHEDULE A

Authorized Accounts

The Customer designates the following accounts as "Authorized Accounts."

Account Number _____

Account Title _____

Account Number _____

Account Title _____

Account Number _____

Account Title _____

Account Number _____

Account Title _____

Account Number _____

Account Title _____

Account Number _____

Account Title _____

Exhibit "B"

SCHEDULE B
Issued Check File

The Issued Check File received by the Bank from the Customer must be submitted on-line in the mutually agreed upon format.

SCHEDULE C
Exception Check Report

The Bank shall make available Exception Check information by _____ a.m. Central Standard Time each business day allowing the Customer sufficient time to review such exceptions and process, if necessary, by the deadline in Schedule D. In the event of system problems and Bank cannot have the Exception Check information in sufficient time for Customer to respond by deadline, deadline will be extended accordingly. The extended deadline will be communicated to the Customer via e-mail.

SCHEDULE D
Pay requests and Return Requests

The Customer shall review and process all exceptions by _____ p.m. Central Time.

*Bank may, at its sole discretion extend the deadline. Any such extension of the deadline will be communicated to the client by e-mail.

Email**** IF THERE IS ANY COMMUNICATION TO THE CUSTOMER VIA EMAIL WE MUST HAVE AN E-SIGN DISCLOSURE AGREEMENT ON FILE FOR THEM.

SCHEDULE E
Authorized Representatives

The Customer authorizes the following persons to perform the following functions:

Submit Issued Check Files:

Name _____

Title _____

Email Address _____

Phone Number _____

Name _____

Title _____

Exhibit "B"

Email Address _____

Phone Number _____

Process exceptions:

Name _____

Title _____

Email Address _____

Phone Number _____

Name _____

Title _____

Email Address _____

Phone Number _____

View Account/Check Reports:

Name _____

Title _____

Email Address _____

Phone Number _____

Add Users:

Name _____

Title _____

Email Address _____

Phone Number _____

Name _____

Title _____

Email Address _____

Phone Number _____