



RE: RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A TREASURY MANAGEMENT AGREEMENT WITH ARVEST BANK FOR LOCKBOX SERVICES.

Background:

Nixa Utilities processes approximately 3,200 checks per month in customer payments. Each of these checks must be hand entered into the system. Using a lockbox service will enable staff to scan utility payment coupons and checks to create a data file. After this data is reviewed and processed, it is simultaneously posted to customers' utility accounts and electronically sent to the bank. This process will eliminate the need to make a bank deposit of checks each day.

Analysis:

Using these services will streamline the processing of checks and help eliminate errors both from a utility billing perspective and from a daily bank deposit and reconciliation perspective. I have included the pricing proposal from Arvest to clarify the charges associated with this service.

Recommendation:

Staff recommends passage of this resolution.

MEMO SUBMITTED BY:

Jennifer Evans | Director of Finance

jevans@nixa.com | 417-724-5625



Lockbox Processing for City of Nixa

SERVICES	Monthly Estimates
Deposit Accounts	\$25
Cash Manager (Information Reporting)	\$50
Accounts Receivable Capture Hub (ARCH) Includes 1 year archive of images and data captured	\$75
Onsite Payment Capture Includes Monthly Maintenance and 6500 scanned images	\$570
Lockbox Processing Includes Monthly Maintenance, 22 deposits, and processing costs for 6500 items (City of Nixa to handle data entry on-site)	\$630
Custom File (TBD if necessary)	
Scanner	Compliments of Arvest up to \$1700 purchase price
Set-up Costs	Compliments of Arvest up to \$7000 (currently estimated below \$4500)

The above figures are for illustrative purposes only. Actual monthly service charges may be lower or higher due to fluctuations in account activity, balances and/or earnings credit rates.

Pricing illustrated above is valid for ninety (90) days from the date of the document. Arvest reserves the right to amend if service scope and/or complexity changes

RESOLUTION NO. 2022-125

1 **A RESOLUTION OF THE COUNCIL OF THE CITY OF NIXA AUTHORIZING THE CITY**
2 **ADMINISTRATOR TO EXECUTE A CONTRACT WITH ARVEST BANK FOR**
3 **LOCKBOX SERVICES.**

4 _____
5
6 **WHEREAS** City Council desires to authorize the execution of the Contract,
7 attached hereto as "Resolution Exhibit A," for Lockbox Services with Arvest Bank.

8
9 **NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF**
10 **NIXA, AS FOLLOWS, THAT:**

11
12 **SECTION 1:** The City Administrator, or designee, is hereby authorized to execute
13 the Contract attached hereto, and incorporated herein by this reference, as "Resolution
14 Exhibit A," with Arvest Bank. Said Contract shall be in substantially similar form as the
15 document attached hereto as "Resolution Exhibit A."

16
17 **SECTION 2:** The City Administrator and the officers of the City are hereby
18 authorized to do all things necessary or convenient to carry out the terms and intent of
19 this Resolution.

20
21 **SECTION 3:** This Resolution shall be in full force and effect from and after its final
22 passage by the City Council and after its approval by the Mayor, subject to the provisions
23 of section 3.11(g) of the City Charter.

24
25
26 **ADOPTED BY THE COUNCIL THIS 12th DAY OF December, 2022.**

27
28 ATTEST:

29
30 _____
31 PRESIDING OFFICER

30 _____
31 CITY CLERK

32
33
34 **APPROVED BY THE MAYOR THIS _____ DAY OF _____, 2022.**

35
36 ATTEST:

37
38 _____
39 MAYOR

38 _____
39 CITY CLERK

40
41
42 APPROVED AS TO FORM:

43
44 _____
45 CITY ATTORNEY

**TREASURY MANAGEMENT MASTER SERVICES AGREEMENT
(Commercial Accounts)**

Customer Information	
CUSTOMER/COMPANY NAME City of Nixa	TAX ID 44-6005734
STREET ADDRESS 715 W. Mt. Vernon	CITY, STATE, ZIP Nixa, MO 65714
ADMINISTRATIVE CONTACT Jennifer Evans	TELEPHONE NUMBER 417-724-5625
EMAIL jevans@nixa.com	FAX NUMBER

By this Treasury Management Master Services Agreement, dated as of 11/28/2022, "Effective Date") by and between Arvest Bank ("Bank") and the undersigned ("Customer"), Bank agrees to perform for the Customer and Customer agrees to receive from Bank one or more Treasury Management Services, in accordance with the terms and conditions of this Agreement. The terms "Treasury Management Master Services Agreement" and "Agreement" shall mean and include this Treasury Management Master Services Agreement by and between Bank and Customer, the Treasury Management Master Services Agreement Terms and Conditions attached hereto ("Terms and Conditions"), Addendum A attached hereto and each of the service specific addenda referenced on Addendum A for the Services elected or utilized from time to time by Customer (each, individually, an "Addendum" and, collectively, "Addenda"), the Exhibits, if any, any elections made or information provided by Customer related to the Agreement or the Services as reflected in the Bank records, User Guides, or any other agreements or documents between Bank and Customer referencing this Agreement, and any amendments made to any of the same in accordance with the provisions of the Agreement ("Incorporated Terms"), each of the preceding being expressly incorporated into the Agreement by this reference. By executing this Treasury Management Master Services Agreement, the Parties agree and intend to be bound by the Incorporated Terms. Capitalized terms not otherwise defined herein shall have the meaning provided in the Terms and Conditions.

Except as otherwise expressly provided elsewhere in the Agreement (including provisions permitting notice from Bank to Customer by posting on the Web Site or Cash Manager System, as applicable), unless another address is substituted in accordance with the terms of the Agreement, any notices and other communications required or permitted shall be sent ("Notice Address"):

To Bank:

Arvest Bank
520I West Village Parkway
Rogers, AR 72758-8I36
Attn: TM Operations
Email Address: tmonboarding@arvest.com

And with copy to:

730 N National Ave
Springfield, MO 65802

Attn: Darla Marler,
Treasury Management Sales Advisor

To Customer:

City of Nixa
PO Box 395
Nixa MO 65714
Jennifer Evans
jevans@nixa.com

Email Address: dmarler@arvest.com

This Agreement will become effective as of the Effective Date. The Agreement constitutes the full and complete agreement between Bank and Customer regarding the Services and supersedes any other agreements expressed or implied.

ARVEST BANK:

City of Nixa





Signature

Signature

Darla Marler

Printed Name

Jennifer Evans

Printed Name

Treasury Management Advisor

Title Representative

Director of Finance

Title Authorized Officer/Representative

Dec 6, 2022

Date

Date

City of Nixa

Signature

Printed Name

Title Authorized Officer/Representative

Date

ADDENDUM A
TO
TREASURY MANAGEMENT MASTER SERVICES AGREEMENT

New Customer

Replace Existing Addendum A

This Addendum A to Treasury Management Master Services Agreement ("Addendum A") is entered into as of 09/27/2022 ("Addendum A Effective Date") by and between

Arvest Bank ("Bank") and City of Nixa ("Customer") as a part

of the Treasury Management Master Services Agreement between Bank and Customer dated 09/27/2022 ("Agreement"). Capitalized terms not otherwise defined herein shall have the meaning provided in the Treasury Management Master Services Agreement.

Bank and Customer agree that from and following the Addendum A Effective Date, the Bank shall provide and Customer shall be eligible receive, subject to the terms of the Agreement, those Services described in the Addenda elected by Customer and checked below. Customer acknowledges and agrees that each Service is provided subject to the additional terms and conditions set forth in the relevant Addendum for each such Service as reflected below. By executing this Addendum A or using any of the Services, Customer agrees that Customer has been provided a copy of the applicable Addendum for each Service elected or utilized, and Customer agrees to be bound by the terms and conditions of each such Addendum, the terms of which are incorporated by reference into the Agreement.

SERVICES REQUESTED

- Cash Manager Services Addendum to Treasury Management Master Services Agreement
- ACH Services Addendum to Treasury Management Master Services Agreement
 - Same Day Services to ACH Addendum to Treasury Management Services Agreement
- ACH/Third Party Sender Services Addendum to Treasury Management Master Services Agreement
- Remote Deposit Capture Services Addendum to Treasury Management Master Services Agreement
- Wire Transfer Services Addendum to Treasury Management Master Services Agreement
- Business Bill Pay Services Addendum to Treasury Management Master Services Agreement
- Lockbox Services Addendum to Treasury Management Master Services Agreement
- Target Balance Services Addendum to Treasury Management Master Services Agreement
- Positive Pay/Account Reconciliation Services Addendum to Treasury Management Master Services Agreement
- Deposit Reconciliation Services Addendum to Treasury Management Master Services Agreement
- ACH Fraud Blocker Services Addendum to Treasury Management Master Services Agreement
- EDI Formatting Services Addendum to Treasury Management Master Services Agreement

BAI Reporting Services Addendum to Treasury Management Master Services Agreement

- Federated Money Market Investment Sweep Services Addendum to Treasury Management Master Services Agreement
- Repurchase Sweep Services Addendum to Treasury Management Master Services Agreement
- Loan Sweep Services Addendum to Treasury Management Master Services Agreement
- Deposit Sweep Services Addendum to Treasury Management Master Services Agreement
- CD ROM Services Addendum to Treasury Management Master Services Agreement
- Advance Credit Services Addendum to Treasury Management Master Services Agreement
- Third Party Cash Vault Services Addendum to Treasury Management Master Services Agreement
- Arvest Receivables Capture Hub (ARCH) Services Addendum to Treasury Management Master Services Agreement

Customer represents and warrants to Bank that (a) Customer has had adequate opportunity to review this Addendum A and each of the Addenda, and to seek legal counsel prior to execution and delivery of this Addendum A by Customer; (b) Customer has full power and authority (including full corporate, limited liability company or other entity power and authority) to execute and deliver this Addendum A, and perform its obligations under each of the Addenda elected by Customer herein; (c) the Person who may execute and deliver this Addendum A, on behalf of Customer has all necessary legal capacity and authority; and (d) this Addendum A and each of the Addenda, constitutes the valid, legally binding obligation of the Customer, enforceable in accordance with its provisions, except to the extent enforcement may be limited by (i) bankruptcy, insolvency, moratorium, or other similar laws generally affecting the rights of creditors; (ii) general principals of equity; and (iii) the exercise of judicial discretion.

If this Addendum A is executed in replacement of an existing Addendum A, Customer hereby ratifies each and every provision of the Agreement, including, without limitation, the terms and conditions of each Addenda related to the Services, and the following provisions of the Terms and Conditions: (a) Fees and Expenses; (b) Security Devices and Procedures; (c) Unauthorized Use; (d) indemnification of Bank; (e) limitation of Liability of Bank; (f) amendment of the Agreement through the Web Site or otherwise; and (g) General Provisions.

The Parties have caused this Addendum A to be duly executed by an authorized officer(s) or representative(s) as of the Effective Date. Except as expressly modified herein, all of the terms, conditions and provisions of the Agreement shall remain in full force and effect.

ARVEST BANK:

City of Nixa


Darla Marler (Dec 6, 2022 15:20 CST)
 Signature

 Signature 

Darla Marler
 Printed Name

Jennifer Evans
 Printed Name

Treasury Management Advisor
 Title Representative

Director of Finance
 Title Authorized Officer/Representative

Dec 6, 2022
 Date

 Date

TREASURY MANAGEMENT MASTER SERVICES AGREEMENT TERMS AND CONDITIONS

THESE TREASURY MANAGEMENT MASTER SERVICES AGREEMENT TERMS AND CONDITIONS ("Terms and Conditions") are incorporated into by reference and made a part of the Treasury Management Master Services Agreement between Bank and Customer, as the same may be modified or amended from time to time in accordance with its terms. By executing the Agreement or using any of the Services, Customer agrees to be bound by the terms of the Agreement, including, without limitation, these Terms and Conditions.

The following general terms and conditions apply to all Services provided by Bank to Customer.

I. Definitions. Capitalized terms used herein (and all variations thereof including the singular, plural, and possessive and the past, present, and future tense) shall have the meanings set forth in the Treasury Management Master Services Agreement executed by Bank and Customer to which these Terms and Conditions are attached or as set forth herein or in Exhibit A attached hereto and incorporated herein by this reference.

2. Treasury Management Services. These Terms and Conditions establish the general terms and conditions on which Bank agrees to provide Treasury Management Services to Customer during the Term. Additional terms and conditions for each Service shall be as set forth in the relevant Addendum for such Service. By executing the Agreement or using any of the Treasury Management Services, Customer agrees to be bound by the terms of the Agreement including any Addendum related to such Treasury Management Services. Bank is under no obligation to permit Customer's use of any Service. The decision to permit Customer's use of any one or more Service is within Bank's sole discretion. The Agreement does not apply to accounts or services provided under separate agreements or other arrangements that do not specifically reference the Treasury Management Master Services Agreement. Bank has no obligation to provide any services other than as expressly agreed in the Agreement and in any relevant Addendum. The Treasury Management Services will be implemented and continued based on information and selections Customer has made and communicated to the Bank for each of the Services, as applicable, as reflected in Bank's records. The records of the Bank are conclusive and shall be deemed to accurately reflect the information and selections of the Customer. Bank will provide to Customer for Customer's review, upon request from time to time, a summary of the information and selections reflected in the Bank records regarding Customer's Services.

3. Term. The Term of the Agreement shall begin on the Effective Date and continue until the Agreement is terminated by a Party. Either Party may terminate the Agreement or any Addendum by providing written notice thereof to the other Party not less than 30 days prior to such termination or such other notice as may be required in the relevant Addendum. Bank may in any event suspend or terminate the Agreement, and any and all Addenda or Services immediately if Customer violates Applicable Law, breaches the Agreement, any Addendum or any other agreement or arrangement between the Parties, if any Customer Account is subject levy, garnishment or collection, or if Bank determines, in its sole discretion, that continuation of the Agreement or any Addendum is no longer commercially reasonable. Termination shall be effective as to prospective transactions only, and shall not alter the rights of the Parties as to transactions prior to the effective date of termination.

4. Fees and Expenses. Customer shall compensate Bank for providing the Services in accordance with the Bank's fee schedule for Customer's Services, as in effect from time to time. A current schedule of fees is available from Bank. Customer acknowledges and agrees that additional services

performed by Bank at Customer's request may be subject to additional terms and fees. All Fees and Expenses are payable monthly, and Bank is hereby authorized to withdraw the Fees and Expenses from any Customer Account or bill by monthly invoice, in its sole discretion. Fees do not include applicable taxes, if any, which are the responsibility of Customer. Customer grants to Bank a security interest in Customer's Accounts and the funds therein to secure payment and performance of all of Customer's obligations under the Agreement. Customer shall at all times maintain a balance of collected funds in the Customer Accounts sufficient to cover its payment obligations to the Bank hereunder. Bank shall not be liable to Customer for withdrawing funds from Customer Accounts in accordance with this Section or for processing any transaction, even if such action results in an overdraft. In such event, Customer shall immediately reimburse Bank for the overdraft and pay all Fees and Expenses related thereto and Bank may suspend or terminate any or all Services.

5. Settlement Account and Reports. Customer shall maintain one or more Settlement Accounts during the term of the Agreement. Any deposit agreement relating to a Settlement Account is hereby incorporated into the Agreement. Customer shall be solely responsible for monitoring the Settlement Account. Customer agrees to promptly review all reports, account statements and other information Bank makes available to Customer (collectively "Reports"). Customer agrees to immediately notify Bank in writing of any errors, discrepancies or unauthorized transactions or if Customer otherwise believes Bank has failed to fulfill its obligations. To constitute effective notice of the same, such written notice must describe the error with sufficient specificity to permit the Bank a reasonable opportunity to investigate such error. If Customer does not provide Bank notice of an error, discrepancy or unauthorized transaction within thirty (30) days of receipt of a Report, the information reflected in the Report shall be deemed correct, and Customer agrees Bank shall have no Liability in any way relating to such errors and Customer will not thereafter make any claim against Bank related to a transaction or error reflected in such Report.

6. Customer Obligations and Representatives. Customer is responsible for the acts and omissions of Customer's Representatives. Bank is entitled to rely and act upon the information and instructions provided by Customer's Representatives without further inquiry. Customer should have policies and procedures and accounting and auditing controls in place that can prevent or allow prompt detection of unauthorized activity. As between Customer and Bank, Customer accepts sole responsibility for all Liabilities arising from the acts or omissions of its Representatives, even though they may engage in transactions Customer has not authorized.

7. Security Devices and Procedures.

7.I. Devices and Procedures Required by Bank. Customer shall use and comply with the various Security Devices and Procedures established by Bank, as modified from time to time. Bank may but is not obligated to reject any transaction or service request that is not made in accordance with the Security Devices and Procedures. Customer shall at all times use a web browser that supports the minimum encryption requirements of the Bank from time to time. Customer shall change passwords on a regular and frequent basis, in no event less frequent than every ninety (90) days or otherwise more frequently if needed to protect the confidentiality of the password. Customer agrees to maintain and to assure that its Representatives maintain the confidentiality of the Security Devices and Procedures. Customer agrees that Bank's Security Devices and Procedures are commercially reasonable based on Customer's circumstances and wishes elected in connection with the various Services; however, Customer acknowledges and agrees that no list of security practices can be all inclusive or foolproof for preventing theft. In the event Customer's circumstances or wishes change at any point during the Term, Customer agrees to promptly notify Bank in writing to ensure that any Security Devices or Procedures in place continue to be commercially reasonable based on Customer's then current circumstances and wishes.

7.2. Customer's Business Processes and Information Systems. Customer is solely responsible for protecting its computer systems and information and for all losses or other Liabilities that result from unauthorized access to or use of those Customer's systems or information. Bank may make information about security risks available to Customer from time to time (please see additional information provided under *Privacy and Security* on the Website). Customer also acknowledges that there are a wide variety of publicly available sources of information on security risks. Customer agrees to carefully consider all such information and to take all appropriate steps that Customer can to protect itself and its systems and information. Customer agrees to notify Bank immediately of any known or suspected breach of the security of its systems or information. Customer shall audit its internal security reasonably frequently (no less than annually) to assess risks to Customer's systems and information, implement controls to address such risks, and test the effectiveness of controls, as needed, to ensure that Customer's systems and information are adequately protected. Such audits shall include, but not be limited to, assessment of: (1) physical security to protect against theft, tampering or damage, (2) personnel and access controls to protect against Unauthorized Use, (3) network security to ensure secure capture, storage and distribution of financial information, and (4) the extent to which Customer maintains insurance coverage which would protect Customer from losses or other Liabilities arising from unauthorized access to or use of Customer's systems or information. Customer shall provide summary audit results to Bank upon request.

7.3. Responsibility for Losses. Customer is solely responsible for all losses or other Liabilities that result from its failure to comply with the obligations set forth in this Section 7.

8. Unauthorized Use. CUSTOMER SHALL NOT PERMIT ANY UNAUTHORIZED USE. CUSTOMER SHALL PROMPTLY NOTIFY BANK IN WRITING IF CUSTOMER HAS KNOWLEDGE OR REASONABLE SUSPICION THAT THE SECURITY OF THE WEB SITE HAS BEEN COMPROMISED OR THAT THERE HAS BEEN ANY UNAUTHORIZED USE. CUSTOMER, AND CUSTOMER'S REPRESENTATIVES SHALL MAINTAIN THE HIGHEST POSSIBLE LEVEL OF CONFIDENTIALITY WITH REGARD TO ALL SECURITY DEVICES AND PROCEDURES. CUSTOMER SHALL TAKE ALL STEPS NECESSARY TO PREVENT ACCESS TO SECURITY DEVICES AND PROCEDURES BY UNAUTHORIZED PERSONS. BANK SHALL HAVE NO LIABILITY FOR CUSTOMER'S INTERNAL SECURITY DEVICES AND PROCEDURES, AND CUSTOMER ASSUMES FULL RESPONSIBILITY FOR (A) MAINTAINING THE CONFIDENTIALITY OF THE SECURITY DEVICES AND PROCEDURES; (B) THE ACTIONS OF ALL PERSONS USING THE SECURITY DEVICES AND PROCEDURES; AND (C) ALL UNAUTHORIZED USE. CUSTOMER, TO THE EXTENT AUTHORIZED BY MISSOURI LAW, SHALL HOLD BANK HARMLESS AND INDEMNIFY BANK AGAINST ANY AND ALL LIABILITIES ARISING OUT OF ANY UNAUTHORIZED USE. CUSTOMER SHALL BE BOUND BY ANY USE OF THE TREASURY MANAGEMENT SERVICES THAT IS PROCESSED BY BANK IN COMPLIANCE WITH THE BANK'S REQUIRED SECURITY DEVICES AND PROCEDURES WHETHER AUTHORIZED OR RESULTING FROM UNAUTHORIZED USE, INCLUDING BUT NOT LIMITED TO ANY PAYMENT ORDER SENT IN THE NAME OF CUSTOMER.

9. Required Technology; User Guides. Customer shall at all times be responsible for purchasing, installing, and maintaining the Required Technology. Customer may be required to purchase Required Technology from Bank. Any Required Technology provided by the Bank is provided "AS IS". Customer is solely responsible for maintaining the Required Technology with the necessary compatibility and format to interface with Bank's systems, including, without limitation, the ability to support the Security Devices and Procedures required by Bank or established by Customer. Customer shall at all times use commercially reasonable efforts to ensure the confidentiality of the Required Technology provided by the Bank and shall not disclose the same to any Person (including, without limitation, Customer's employees, officers, and advisors) except in conjunction with the use of the Services in the normal course of Customer's

business. Customer shall not replicate, reproduce, alter, modify, disassemble, decompile, reverse engineer, create derivative works from, or transfer to third parties any part of the Required Technology provided by the Bank for any purpose whatsoever. Any Required Technology provided by Customer, prior to its use in connection with the Treasury Management Services, shall be subject to the approval of Bank in its sole and absolute discretion. Bank may provide Customer with User Guides in connection with certain Treasury Management Services, and Customer agrees to comply with the User Guides provided.

10. Rejected and Returned Transactions. Bank reserves the right, in its sole discretion, to reject or refuse to process any transaction, including but not limited to any transaction that is not initiated in accordance with the Agreement. All credits shall be provisional until Bank receives final settlement. Bank shall be entitled to charge any Customer Account if final settlement is not received, if Bank receives any return, adjustment, warranty, indemnity or other claim, or if Bank is otherwise obligated to pay or reimburse any third party in respect of Customer's items or transactions, even if they create an overdraft. Customer shall reimburse Bank immediately on demand for any overdraft. Customer shall retain data adequate to permit Customer to remake or restore any documentation, file, or other information submitted to Bank for at least ten (10) Business Days following the date such information is sent to Bank, and shall provide such data to Bank on request.

11. Availability. Bank does not guarantee a specific delivery time with respect to any information or document or the Treasury Management Services.

12. Delivery and Use of Information. Customer hereby authorizes any other financial institutions at which Customer maintains accounts which Customer has designated for use in conjunction with the Treasury Management Services to release all of such account information to Bank.

13. Indemnification and Liability. Customer acknowledges Bank would not enter into the Agreement or provide the Treasury Management Services without the limitation of damages and Liability of the Bank contained herein.

13.1. Indemnification. Customer, to the extent authorized by Missouri Law, shall hold harmless, indemnify, and defend Bank and its Affiliates and their shareholders, officers, directors, representatives, agents, employees, representatives and customers and their respective successors and assigns from and against any and all Liability arising from or related in any manner, directly or indirectly, to (a) the Agreement or any Addenda hereto, (b) the Treasury Management Services, and (c) Required Technology; provided, however, that the Bank shall have no right to be indemnified hereunder for its own intentional misconduct or gross negligence. Nothing herein shall be constructed to waive any sovereign, official, qualified or governmental immunity of Customer, its officers, councilmembers, agents or employees.

13.2. Limitation of Liability.

(a) Accuracy and Timeliness of Information. Bank's performance is dependent upon Bank receiving timely, accurate, and complete data for each Treasury Management Service, in the form required by the Bank from time to time. Bank shall have no Liability for any inaccurate or incomplete information, for any failure by Customer to obtain a confirmation of an order or instruction, or for any cancellation or attempted cancellation by Customer of any order or instruction. Bank is not obligated to verify the accuracy or completeness of any information provided to Bank by Customer. Bank has no obligation to Customer for maintaining back-up copies of any document, file, or other information delivered by Customer to Bank. Bank assumes no responsibility for the accuracy or timeliness of information or data supplied by other financial institutions or providers. Customer agrees that when Applicable Law requires Bank to exercise ordinary care, substantial compliance with the procedures established by Bank shall be deemed to constitute the exercise of

ordinary care, and that occasional, unintentional deviations by Bank from the procedures set forth herein shall not be deemed a failure to exercise ordinary care.

(b) Damages. Bank's sole responsibility and Customer's sole remedy for breach of the Agreement shall be for: (i) Bank to make reasonable efforts to correct any error; or (ii) Customer to obtain a credit for Fees and Expenses paid for uncorrected defective performance. Bank's liability for any loss, damage or other Liability for any matter whatsoever arising out of or related to the Services shall be limited to liability for direct damages caused by Bank's material breach. In the event Customer incurs any loss or other Liability due to the fault of Bank, the Liability of Bank to Customer shall be limited to direct money damages not to exceed the lesser of the actual damages sustained and proven by Customer or the total amount due from Customer for the affected Service(s) for the preceding twelve (12) months during which those Services shall have been performed. BANK SHALL HAVE NO LIABILITY TO CUSTOMER OR ANY OTHER PERSON FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, REGARDLESS OF WHETHER BANK WAS INFORMED OF THEIR POSSIBILITY. Customer shall notify Bank immediately if Customer shall experience errors, delays, or omissions with respect to the Services or if Customer otherwise believes Bank has breached the Agreement, any Addendum or any other obligation to Customer. Bank has no Liability to Customer or any other Person: (i) for any error, omission, or delay of Customer or any other Person or third party; (ii) arising from any use or disclosure of any information, images, documents or items by any Person to whom Bank has provided information as required by Applicable Law or to whom Customer shall have directed Bank to provide such information, images, documents or items; or (iii) failing to transmit or delay in transmitting an order or transaction initiated by Customer if such transmittal would result in Bank's violating any Applicable Law, any internal exposure limit established by Bank, or any external limitation upon Bank's net funds position.

(c) Disclaimer of Warranties. THE SERVICES ARE NOT GUARANTEED TO BE FREE FROM ERROR OR INTERRUPTION. ALL SERVICES AND ALL REQUIRED TECHNOLOGY PROVIDED BY BANK IS PROVIDED ON AN "AS IS" "AS AVAILABLE" BASIS, AND BANK MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE SERVICES, THE REQUIRED TECHNOLOGY, THE WEB SITE, OR ANY INTERNET-BASED SERVICE. BANK DISCLAIMS ALL SUCH REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. BANK SHALL HAVE NO LIABILITY FOR ANY CLAIM, LOSS, DAMAGE OR OTHER LIABILITY RELATING TO ANY REQUIRED TECHNOLOGY, INCLUDING BUT NOT LIMITED TO A FAILURE TO PERFORM IN THE MANNER FOR WHICH IT WAS INTENDED OR DESIGNED. CUSTOMER IS RESPONSIBLE FOR TAKING APPROPRIATE PRECAUTIONS AGAINST DAMAGE TO ITS OPERATIONS WHICH COULD BE CAUSED BY INTERRUPTIONS OR MALFUNCTIONS OF THE SERVICES, THE REQUIRED TECHNOLOGY, THE WEB SITE, OR ANY INTERNET-BASED SERVICE, AND CUSTOMER ASSUMES THE RISK OF SUCH OCCURRENCES.

14. Bank Confidential Information; Software. Customer acknowledges and agrees that all Confidential and Proprietary Information that it has access to in connection with the Agreement or the Services constitutes the confidential and proprietary information of Bank and Bank's relevant licensors, vendors and third party service providers. Customer will not acquire any rights in such Confidential and Proprietary Information. Customer shall maintain the Confidential and Proprietary Information in confidence and shall not (I) make any use thereof other than and only to the extent as may be necessary to

use the Services; or (2) disclose, divulge, distribute, publish, reproduce or transfer the Confidential and Proprietary Information except to its own personnel who require access for Customer's use of the Services or as required by law. Customer shall not modify, alter, extend, decompile, disassemble, reverse engineer or use any of the software provided by Bank or any of its licensors, vendors, or third-party service providers for any purpose other than as expressly permitted to do so in writing by the party holding ownership rights in the software. Customer acknowledges that damages would be an inadequate remedy for breach of this Section, and Bank shall have the right to obtain injunctive relief, in addition to all other remedies available at law or in equity.

15. Third Parties. Bank may contract with third party service providers with respect to one or more of the Treasury Management Services or parts thereof. To the extent applicable to Customer and made known to Customer, Customer agrees to comply with the requirements of the contracts between Bank and such third parties relative to the Services. Bank may, from time to time, refer Customer to third parties for the provision of products and services not provided by Bank. Customer acknowledges and agrees that such third parties are not affiliated with or endorsed by Bank. Customer further agrees that Bank does not guarantee such products or services and is not liable for the actions or inactions of any such third party.

16. Amendments to Agreement. The use of the Treasury Management Services by Customer shall constitute an acceptance of the Agreement or any amendment to the Agreement, including any Addenda or Exhibit thereto, and a ratification of all other agreements between Bank and Customer referencing the Agreement and executed in connection with the Agreement or the transactions contemplated by the Agreement. Bank may amend the Agreement, including any Addenda or Exhibit hereto, at any time by providing notice of the same to Customer through electronic mail, written notice mailed to Customer at the Notice Address, or by posting such amendment on the Web Site and/or Cash Manager System, as applicable. The use of the Treasury Management Services by Customer after the effective date of any such amendment shall constitute an acceptance by Customer of such amendments to the Agreement. Customer shall be responsible for establishing an internal procedure for reviewing the Web Site on a regular basis to obtain timely notice of amendments to the Agreement. The course of dealing among the Parties shall not modify or amend the Agreement in any respect.

17. Representations & Warranties of Customer. Customer hereby represents and warrants to Bank, as of the Effective Date and at all times during the Term, that (a) Customer is a sole proprietorship or a business duly organized, validly existing and in good standing under the laws of the state of its organization or incorporation and duly qualified to do business in each jurisdiction where the nature or conduct of its business makes qualification necessary; (b) Customer has full power and authority (including full corporate, limited liability company, or other entity power and authority) to execute and deliver the Agreement and to perform its obligations pursuant to the Agreement and is the owner and authorized signatory on all Customer Accounts subject to the Agreement; (c) the execution, delivery and performance of the Agreement have been duly authorized by Customer; (d) each Person who may execute and deliver the Agreement on behalf of Customer has all necessary legal capacity and authority; (e) the Agreement constitutes the valid and legally binding obligation of Customer enforceable in accordance with its provisions; (f) no statement made or document provided by Customer in connection with the Agreement (including, without limitation, all credit information) is incomplete or contains any material, untrue fact or information or omission, and Customer shall promptly notify Bank of any change in information or documentation that would cause the same to no longer comply with the representations in this clause (f); (g) Customer is, and shall remain, in compliance with all Applicable Law and will not use the Services in any way that will violate the rights of any third party or will subject the Bank to investigation, prosecution or legal action; (h) the Services under the Agreement shall be used only for lawful business or commercial purposes and in accordance with Applicable Law; (i) all data and funds transfer requests comply with Applicable Law and do not include transmitting funds to, from

or on behalf of any Person or country subject to U.S. sanction or which would in any manner violate Applicable Law; and (j) Customer's full legal name and business address is as is provided on the first page of the Agreement and Customer has provided Bank in writing all additional names under which Customer transacts business, including all fictitious names or d/b/a (doing business as) names. Customer shall provide Bank any documentation Bank shall reasonably request as evidence of the above representations and warranties.

18. General Provisions.

18.1 Business Day. If any provision of the Agreement shall require the performance of an obligation on a date other than a Business Day, Bank may in its sole discretion postpone the performance of such obligation until the next Business Day.

18.2 Currency. Any reference to dollars or money in the Agreement shall mean legal tender of the United States of America. Any amount required to be paid by a Party pursuant to the Agreement shall be paid by check, draft, or electronic transfer.

18.3 Force Majeure. Bank shall bear no responsibility for non-performance of one or more services caused by major events beyond its control, such as: fire, casualty, equipment breakdown or failure, lockout, strike, unavoidable accident, act of God, riot, terrorism, war, the enactment of any adverse governmental law, ruling, regulation, order or decree, computer viruses, errors or lack of responsiveness of other organizations or entities, emergency, or other force majeure.

18.4 Attorneys' Fees. In the event of Litigation among the Parties regarding the provisions of the Agreement or the transactions contemplated by the Agreement, Customer and Bank shall each be separately responsible for their respective attorneys' fees and expenses paid or incurred in the course of such Litigation.

18.5 Governing Law. The Agreement shall be governed by and interpreted pursuant to the laws of the State of Arkansas without regard to principles of conflicts of laws that would require or permit the application of any other law.

18.6 Performance by Bank. If Customer fails to perform any of its obligations under the Agreement, Bank may perform or cause the performance of such obligation, and the Fees and Expenses incurred by Bank in connection therewith, plus interest at the highest lawful rate, shall be paid by Customer. Notwithstanding the foregoing, nothing in the Agreement shall obligate Bank to perform any of the obligations of Customer under the Agreement. Bank does not undertake any fiduciary obligation to Customer.

18.7 Jury Trial. EACH PARTY IRREVOCABLY, UNCONDITIONALLY, AND ABSOLUTELY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY LITIGATION AMONG THE PARTIES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS

CONTEMPLATED BY THE AGREEMENT. A COPY OF THIS SECTION SHALL BE WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY, AND NEGOTIATED CONTRACT OF THE PARTIES TO IRREVOCABLY, UNCONDITIONALLY, AND ABSOLUTELY WAIVE TRIAL BY JURY.

18.8 Remedies; Limitation on Actions. The remedies provided to Customer in the Agreement shall be exclusive of any remedies otherwise available to Customer pursuant to Applicable Law. Customer may not assert any claim against Bank arising in connection with the Agreement after the lesser of (a) one (1) year after the occurrence of the event which gives rise to such claim, or (b) as otherwise specifically proscribed in the Agreement for such action, matter or claim.

18.9 Notice. Any notice, demand, request, or other communication permitted or required by Customer pursuant to the Agreement shall be deemed received by Bank two (2) days after delivery of the notice, demand, request, or other communication in writing delivered to Bank by either: (a) Personal delivery; (b) overnight delivery service with delivery costs prepaid and receipt of delivery requested; (c) certified or registered mail with postage prepaid and return receipt requested; or (d) by electronic mail (with read receipt or delivery confirmation), provided that any notice of loss, claim or suit against the Bank delivered by electronic mail must also be delivered by certified or registered mail with postage prepaid and return receipt requested. Bank may give any notice, demand, request, or other communication required by the Agreement pursuant to the requirements in (a)-(c) above of this Section or through electronic mail or by posting such notice on the Web Site and/or Cash Manager System, as applicable. All notices, demands, requests, and other communications permitted or required by the Agreement to be delivered to a Party's physical address or electronic mail address shall be delivered to the Notice Address (as identified on the first page of the Agreement), which may be modified by either Party by delivery of notice of Notice Address revision to the other Party, in accordance with this Section.

18.10 Review of Agreement. Customer represents, warrants, and covenants that Customer had an adequate opportunity to review the Agreement and to seek legal counsel prior to the execution and delivery of the Agreement by Customer.

18.11 Credit Report. Customer hereby consents and authorizes Bank to obtain credit reports on Customer in connection with and in consideration of Bank's acceptance of the Agreement and performance of the Services.

18.12 NO INTERNET GAMBLING. The Unlawful Internet Gambling Enforcement Act of 2006 ("UIEGA") prohibits any Person engaged in the business of betting or wagering from knowingly accepting payments in connection with the participation of another Person in unlawful internet gambling. Bank does not offer commercial account services to businesses that engage in internet gambling activities. **BANK PROHIBITS CUSTOMER FROM USING ANY ACCOUNT AT BANK TO PROCESS ANY TRANSACTION RELATED TO INTERNET GAMBLING ACTIVITIES AND RESERVES THE RIGHT TO TERMINATE ALL ACCOUNTS OF CUSTOMER AT BANK, WITHOUT NOTICE, IF CUSTOMER VIOLATES THIS PROHIBITION.**

18.13 Severability. Each provision of the Agreement shall be severable from all other provisions of the Agreement. If any provision of the Agreement shall be determined to be invalid or unenforceable in any litigation among the Parties, such provision shall be deemed to be amended to the extent necessary to render the Agreement valid and enforceable, and the remaining provisions of the Agreement shall be valid and enforceable.

18.14 Conflict in Documents. If there shall be an irreconcilable conflict between the terms of these Terms and Conditions and any Addendum attached to and a part of the Agreement, the terms of the Addendum shall prevail. In addition, in the event of a conflict between the terms of the Agreement and any Addendum hereto and the deposit agreement, brokerage agreement or trust account agreement relating to the Settlement Account ("Settlement Account Agreement"), the terms of the Settlement Account Agreement shall govern unless otherwise expressly provided in the applicable Addendum; provided, however, the indemnity, limitations or liability and damages and waiver of warranties provisions of the Agreement shall prevail over similar terms in the Settlement Account Agreement in the event of an irreconcilable conflict. If there shall be an irreconcilable conflict between the provisions of the Terms and Conditions and the provisions of any document other than an Addendum executed and delivered by the Parties in connection with the Agreement or the transactions contemplated by the Agreement, the provisions of the Terms and Conditions shall prevail and the conflict shall be resolved by reference only to the provisions of the Terms and Conditions.

18.15 Interpretation. The Agreement shall be interpreted as follows: (a) as though the Parties shared equally in the negotiation and preparation of the Agreement; (b) gender or lack of gender of any word shall include the masculine, feminine, and neuter; (c) singular shall include plural and plural shall include singular; (d) the words "include" and "including" mean, in addition to any regularly accepted meaning, "without limitation" and "including but not limited to"; (e) references to Sections refer to Sections of the Agreement; (f) subject headings, captions, and titles shall not affect the interpretation of the Agreement; (g) as a solicitation for offers until the Agreement shall have been executed and delivered by all Parties; (h) the definition of any term in the Agreement shall apply to all uses of such term whenever capitalized; and (i) any Exhibits to the Agreement shall be incorporated into the Agreement as though fully set forth word for word in the Agreement.

18.16 Further Assurances. Customer shall execute and deliver other documents and take further actions as may be necessary to fulfill the obligations of Customer pursuant to the Agreement.

18.17 Transfer. The Agreement and the rights and obligations of Customer pursuant to the Agreement (including any Addenda) may not be assigned, delegated, or otherwise Transferred by Customer to any Person without the written consent of Bank in its sole and absolute discretion, which shall be executed by an officer holding the position of Senior Vice President or higher level officer of the Bank. Any assignment, delegation, or other Transfer of the Agreement or any Addendum or any of the rights or obligations of Customer pursuant to the Agreement or any Addenda shall not release Customer from any of the provisions of the Agreement or any Addendum. Customer shall indemnify and hold Bank harmless from and against all Liabilities arising out of any Transfer of all or any part of the Agreement and/or any Addendum. Bank may Transfer all or any part of the Agreement, and any Addendum without notice to or consent from Customer. In connection with any Transfer by Bank, Customer hereby irrevocably consents to the disclosure of information pertaining to Customer, the Agreement, and any Addendum in connection with such Transfer. Any Transfer by Bank of the Agreement, or any Addendum shall release Bank from any further Liability to Customer whatsoever.

18.18 Third Party Beneficiary. The Agreement, including all Addenda and Exhibits hereto, shall be for the benefit of Bank and its Affiliates and Customer. The Parties do not intend to create any rights under the Agreement for the benefit of any third party beneficiary.

18.19 Financial Accommodation. Customer acknowledges that the Agreement and the Addenda hereto are agreements to provide a "financial accommodation" as that term is defined in federal bankruptcy

law and, as a result, that neither Customer nor any bankruptcy trustee (including Customer nor when acting as a debtor-in-possession) have the ability to assume or reject the Agreement as an executor contract.

18.20 Binding Effect. The Parties executed and delivered the Agreement with the intent to be legally bound to its provisions. The Agreement shall inure to the benefit of, shall be binding on, and shall be enforceable by the heirs, successors, and assigns of the Parties.

18.21 Waiver. The provisions of the Agreement may be waived only by a subsequent written agreement executed on behalf of the Bank by an officer holding the position of Senior Vice President or higher level officer of the Bank. Any delay or inaction by Bank shall not be construed as a waiver of any of the provisions of the Agreement. A waiver of any provision of the Agreement by Bank: (a) shall not be construed as a waiver of any other provision of the Agreement; (b) shall be applicable only to the specific instance and for the specific period in which the waiver may be given; (c) shall not be construed as a permanent waiver of any provision of the Agreement unless otherwise agreed by Bank in a subsequent written agreement executed by Bank; (d) shall not affect any right or remedy available to Bank; and (e) shall be subject to such terms and conditions as provided in a subsequent agreement executed by Bank.

18.22 Counterparts. The Agreement may be executed in one or more counterparts. Each counterpart of the Agreement shall be deemed a duplicate original of the Agreement, and all counterparts when collected together shall be deemed to constitute one and the same document. A counterpart may be an entire copy of the Agreement or a signature page of the Agreement.

18.23 Survival. The Parties agree that the provisions of Sections 4, 5, 7, 8, 9, I2, I3, I4, and I8 hereto shall survive the termination of the Agreement. In addition, the indemnification, defense, and hold harmless and payment covenants and obligations of Customer in the Agreement, including those found in any Addendum, shall survive the expiration or termination of the Agreement and any Addendum hereto. Further, the limitations on liability, waiver of warranties, choice of law and election of forum provisions in the Agreement or any Addendum thereto shall survive the expiration or termination the Agreement or any Addendum hereto.

18.24 Entire Agreement. The Agreement contains the entire agreement of the Parties on the subject matters of the Agreement, and any oral or prior written understanding on the subject matters of the Agreement shall not be binding on Bank. Customer represents, warrants, and covenants that Customer has not been influenced to enter into the Agreement by any Person and has not relied on any representation, warranty, or covenant of any Person other than as provided in the Agreement. Customer agrees that it shall be unreasonable for Customer to have or rely on any expectation or perception not reflected in the provisions of the Agreement or any Addendum.

EXHIBIT A

Defined Terms

"*Addenda*" and "*Addendum*" shall have the meaning provided on the first page of the Treasury Management Master Services Agreement and shall include each of the service specific addenda referenced on Addendum A to the Treasury Management Master Services Agreement.

"*Affiliate*" shall mean any entity (a) which owns a controlling interest in or exercises management control over a Party, (b) in which a Party owns a controlling interest in or exercises management control over, or (c) with which a Party is under common ownership or management control.

"*Agreement*" or "*Treasury Management Master Services Agreement*" shall have the meaning provided on the first page of the Treasury Management Master Services Agreement executed by Bank and Customer to which these Terms and Conditions are attached.

"*Applicable Law*" shall mean and refer to the constitutions, statutes, codes, ordinances, rules, regulations, orders, decisions, judgments and decrees of any governmental authority of the State of Arkansas and any other governmental authority having jurisdiction over the applicable Party.

"*Business Day*" means a day of the year other than a Saturday, Sunday or Bank holiday, such Bank holiday to include any day falling between Monday and Friday that the operations department of the Bank located in Lowell, Arkansas is not open to conduct full business transactions and services for customers. A current schedule of Bank holidays is available upon request.

"*Confidential and Proprietary Information*" means any and all agreements, documents, data, records and other information with respect to the Treasury Management Services, including the terms of the Agreement, fees charged for services, User Guides, software and software licenses relating to the Treasury Management Services, user identification, passwords, codes, keys, security devices, policies and procedures, embedded algorithms, processes, methods and other similar devices and information relating to such Services. Confidential and Proprietary Information does not include information relating to the Services which is generally available and known to the public, or which is defined as a public record under Missouri Law, and its availability was not the result of wrongful or improper disclosure by Customer.

"*Customer Account*" shall mean and refer to any one or more of the accounts held by Customer at Bank, including but not limited to the Settlement Account or any deposit account, brokerage account, or trust account.

"*Effective Date*" shall mean the date the Agreement is effective as reflected on the first page of the Treasury Management Master Services Agreement.

"*Exhibit*" shall mean and refer to an exhibit specifically referred to in the Agreement or which refers to the Agreement or any Addenda thereto that shall be either attached to the Agreement or any Addenda or delivered by a Party in conjunction with the execution and delivery of the Agreement or any Addenda and any amendments to such exhibits.

"*Fees and Expenses*" shall mean and refer to: (a) any fees or expenses identified on the fee schedule established by Bank, as may be amended from time to time; (b) insufficient funds fees and overdraft fees; (c)

fees and expenses relating to the Settlement Account or any other Customer Account; (d) transaction fees; (e) any and all fees, costs, or charges incurred by Customer or Bank to third parties that are related to use of the Web Site or the Treasury Management Services; (f) attorneys' fees paid or incurred by Bank to enforce or interpret any provision of the Agreement and any Addendum to the Agreement; (g) attorneys' fees paid or incurred by Bank if Bank shall file or commence any Litigation to protect its rights with respect to Customer, the Treasury Management Services, or to enforce any provision of the Agreement or any Addendum to the Agreement; (h) auditing and investigation fees; (i) any fees and expenses regarding the Required Technology obtained by or through the Bank; (j) all those fees and expenses identified in the Agreement and any Addendum to the Agreement; (k) late fees; (l) all taxes, tariffs and assessments levied or imposed by any governmental agency in connection with the Agreement, the Treasury Management Services or use of the Required Technology (in all cases, excluding income tax payable by Bank); and (m) all other expenses paid or incurred by Bank on behalf of Customer.

"*Liability*" shall mean and refer to any indebtedness, obligation, loss, fee, expense, cost (including, without limitation, reasonable attorneys' fees, costs of any governmental, regulatory or administrative investigation, and costs of any settlement or judgment), charge, lien, claim, damage, fines, penalties, interest or liability of a Person of any kind, character, or description, whether known or unknown, absolute or contingent, accrued or un-accrued, disputed or undisputed, liquidated or unliquidated, secured or unsecured, joint or several, due or to become due, and vested or unvested.

"*Litigation*" shall mean and refer to any pending or threatened lawsuit, action, cause of action, claim for relief, case, contest, mediation, arbitration, investigation, audit, or other legal, equitable, or administrative proceeding of any kind, character, or description.

"*Party*" shall mean and refer to one or more of Bank and Customer, and the term "*Parties*" shall mean and refer to Bank and Customer, collectively.

"*Person*" shall mean and refer to any Party, individual, entity, corporation, company, association, limited liability company, joint venture, general partnership, limited partnership, organization, governmental authority, revocable trust, irrevocable trust, estate, personal representative, executor, trustee, receiver, liquidator, or other person.

"*Representatives*" Customer's officers, partners, investors, account signers, employees, agents, representatives, contractors, service providers and other personnel.

"*Required Technology*" shall mean and refer to the computer and communications hardware, software, web browsers, internet access, communications services, scanners, or other hardware or technology necessary to access and use the Web Site and Treasury Management Services in accordance with the Agreement.

"*Security Devices and Procedures*" shall mean and refer to any user ID, password, code, confidential information, encryption key, method, protocol, or any other information, control, identifier, document, program, mechanism, or procedure used to gain access to or protect the security and operation of the Web Site, the Treasury Management Services, or other sensitive information.

"*Services*" or "*Treasury Management Services*" shall mean one or more treasury management services available to Customer under these Terms and Conditions and the terms and conditions of the Agreement.

"*Settlement Account*" shall mean and refer to any one or more of the deposit accounts, brokerage accounts, or trust accounts with Bank designated by Customer for use in connection with the Treasury Management Services.

"*Settlement Account Agreement*" shall have the meaning provided in Section I8.I5 hereof.

"*Term*" shall mean and refer to the term of the Agreement set forth in Section 3 herein.

"*Transfer*" shall mean any direct or indirect, voluntary or involuntary, sale, purchase, assignment, exchange, lease, loan, pledge, encumbrance, hypothecation, redemption, gift, disposition, conveyance, bailment, consignment, bequeath, devise, legacy, participation, delegation, assumption, abandonment, or other transfer of any kind, character, or description.

"*Treasury Management Services*" or "*Services*" shall mean one or more treasury management services available to Customer under these Terms and Conditions and the terms and conditions of the Agreement.

"*Treasury Management Master Services Agreement*" or "*Agreement*" shall have the meaning provided on the first page of the Treasury Management Master Services Agreement executed by Bank and Customer to which these Terms and Conditions are attached.

"*Unauthorized Use*" shall mean and refer to any of the following uses or activities regarding the Web Site or the Treasury Management Services: (a) any Person exceeding the scope of the authority granted such Person by Customer; (b) any use or access in violation of the terms of any loan or agreement between Bank and Customer; (c) sending any transmission to Bank containing errors; (d) any use or access that is in violation of Applicable Law, any agreement regarding any Customer Account or that may reasonably be expected to subject Bank to investigation, prosecution or legal action; (e) any use or access related to a failure or defect in Required Technology; (f) any action resulting in an overdraft of any Customer Account; (g) any involuntary use or access; (h) any use or access resulting from a failure to maintain confidentiality of or observe any Security Devices and Procedures; (i) any use or access that is not solely for conducting Customer's business with Bank in accordance with the terms of the Agreement; and (j) any use or access by any Person other than a User or the System Administrator.

"*User Guides*" shall mean user guides, training guides, or other operating procedures provided to Customer by Bank in connection with one or more Treasury Management Services.

"*Web Site*" shall mean and refer to www.arvest.com or such other website utilized in connection with the Services from time to time.

**CASH MANAGER SERVICES ADDENDUM
TO TREASURY MANAGEMENT MASTER SERVICES AGREEMENT**

THIS CASH MANAGER SERVICES ADDENDUM ("Cash Manager Services Addendum" or "Addendum") is a part of and incorporated into by reference the Treasury Management Master Services Agreement between Bank and Customer.

By election or utilization of the Cash Manager Services (as defined below) by Customer and by provision of the Cash Manager Services by Bank, each of Customer and Bank agrees to be bound by the agreements, terms and conditions below regarding Cash Manager Services.

1. Definitions. Capitalized terms used herein (and all variations thereof including singular, plural, and possessive and the past, present, and future tense) shall have the meanings set forth in the Treasury Management Master Services Agreement or Exhibit A attached hereto and incorporated herein by this reference.

2. Agreement; Fees and Expenses. Cash Manager Services are provided subject to the terms and conditions of the Agreement and this Cash Manager Services Addendum. Customer shall pay the Fees and Expenses associated with the Cash Manager Services in accordance with the Agreement.

3. Cash Manager Services; Set Up and Use. Cash Manager Services shall permit Customer to access information regarding Customer's accounts at Bank, and to conduct certain permitted transactions with respect to such accounts, using Customer's business computer facilities via Bank's Web Site and Bank's Cash Manager System.

3.1 Enrollment in Bank's "Standard Package" of Cash Manager Services is necessary for Customer to be able to access other Cash Manager Services and certain other products offered by the Bank from time to time. A current list of Services included in the Standard Package is available from Bank. Bank may add to, delete from, or change the features of its Cash Manager Services (including the Standard Package) from time to time. Additional fees and charges apply to some Services, products and features.

3.2 Bank will rely upon a security procedure (the "Cash Manager Security Procedure") to verify the authenticity of Cash Manager Service requests and instructions that purport to be from Customer and such security procedure is a part of the Security Devices and Procedures. The Cash Manager Security Procedure shall be based on certain internal policies, procedures, and technologies that Bank employs from time to time, including, but not limited to, an authentication protocol established during Customer's implementation of the Cash Manager System whereby Customer establishes a password and login identification to be associated with the System Administrator and thereafter for each authorized User. Customer's utilization of the Services through the Cash Manager System constitutes Customer's agreement (i) that the Cash Manager Security Procedure has been disclosed to Customer and reflects Customer's choices, as applicable, and is acceptable to Customer, and (ii) that the Cash Manager Security Procedure is commercially reasonable based on Customer's circumstances and wishes. Customer agrees that for purposes of determining whether the Cash Manager Security Procedure is commercially reasonable, the internal policies, procedures and technologies that Bank employs from time to time shall be taken into account, even though they are not specifically disclosed to Customer. The Cash Manager Security Procedure may be amended or modified from time to time as the Bank determines necessary. Customer's continued use of the Cash Manager Services after the amendment effective date described in any notice of amendment will operate as Customer's agreement to the Cash Manager Security Procedure, as revised, and agreement that the Cash Manager Security Procedure as so revised is

commercially reasonable based on the circumstances and wishes of the Customer. SUBMISSIONS AND INSTRUCTIONS THROUGH THE CASH MANAGER SYSTEM SHALL BE EFFECTIVE AS CUSTOMER'S AND CUSTOMER AGREES TO BE BOUND BY THEM IF: (1) THEY WERE IN FACT TRANSMITTED OR AUTHORIZED BY CUSTOMER OR ITS REPRESENTATIVE; OR (2) THEY WERE ACCEPTED BY BANK IN COMPLIANCE WITH THE CASH MANAGER SECURITY PROCEDURE, WHETHER OR NOT ACTUALLY AUTHORIZED. Customer agrees that Bank may accept and act on any requests or instructions that it receives in compliance with the Cash Manager Security Procedure whether or not actually authorized. For example, Bank may act on instructions in an online session that included the correct login and password of a Customer User, even if Customer did not actually submit or authorize such instructions. Customer agrees to comply with all instructions provided in connection with the Cash Manager Services (including but not limited to instructions on the Web Site). Certain Services involve an additional security procedure (such as for wire or ACH submissions). For such Services which are accessed via the Cash Manager System, the Cash Manager Security Procedure shall be considered a part of the additional security procedure. Customer's selection of security procedure options, where applicable, and compliance with the Cash Manager Security Procedure and such additional security procedures may affect Customer's ability to use certain Services. Customer agrees to notify Bank immediately of any unauthorized requests or instructions submitted to Bank and of any known or suspected breach of the security of Customer's computer systems. If unauthorized submissions are alleged to have been issued to Bank in Customer's name, Customer agrees to cooperate and provide such information as Bank may reasonably request to research and recover any resulting loss. Bank reserves the right to require any additional verification it deems necessary before accepting any requests or instructions, though it is not required to do so. Customer acknowledges its responsibility to be careful in protecting against unauthorized access to its computer systems, to any hardware tokens issued to it or soft tokens utilized by it and to information about the Cash Manager Security Procedure and Customer's accounts (please see additional information provided under *Privacy and Security* on the Web Site). If unauthorized persons are able to obtain these sorts of unauthorized access, Bank may not be able to prevent them from engaging in unauthorized transactions and Customer could lose all the money in its accounts and available via any line of credit connected thereto. Customer agrees that Bank will not be responsible for Customer's losses or other Liabilities in such an event.

3.3 Customer shall appoint a "System Administrator" as the primary contact to act on behalf of Customer regarding the Cash Manager Services. The System Administrator may have the ability to determine which of Customer's employees or representatives will have access to the Cash Manager Services ("Users"), the type of access they will have, and the ability to add, delete, and modify User IDs and passwords, among other things. Customer's System Administrator is solely responsible for determining who should be trusted with access to the Cash Manager Services. Customer is responsible for all requests, instructions and transactions initiated by its System Administrator and/or Users even though they engage in transactions that Customer has not authorized, regardless of the purpose thereof and regardless of whether the System Administrator or User violates Customer's rules. Customer understands and agrees that ANY ONE USER may be able to view and initiate transactions (including transfers) from any of Customer's accounts using the Cash Manager Services, regardless of whether the User is an authorized signer on those accounts and regardless of whether any of those accounts normally require two or more signatures or has other restrictions. Changes to System Administrators shall not be effective until Bank has acknowledged such changes in writing and had a reasonable opportunity to act thereon.

3.4 Cash Manager Services will apply to those Customer Accounts identified by Customer for such Services and reflected in Bank's records. In addition, the Customer may, by written notice to Bank, designate additional Cash Manager Accounts or remove accounts from time to time. Bank shall have a reasonable period of time in which to process such notices to allow addition or deletion of such

accounts in conjunction with Cash Manager Services. Customer and Bank may from time to time jointly document Customer's preferences regarding the business purpose, account number of each account to be accessed, and daily limits of debit entries, credit entries, or both with respect to each Cash Manager Account. Bank is not responsible for monitoring compliance with such preferences and may but is not obligated to allow transactions other than in accordance with such preferences.

3.5 Customer may access Customer accounts and information provided by any of the Cash Manager Services at any time that such Services are available; **however, certain transactions will only be processed on Business Days during normal business hours of Bank as in effect from time to time.** Requests or instructions received by Bank on other than a Business Day or after normal business hours or a relevant cut-off time may be considered received by Bank on the next Business Day.

3.6 Customer acknowledges and agrees that the information acquired through the use of Cash Manager Service is intended for reference purposes only, and Bank shall not be liable to Customer for any information which is outdated, inaccurate, incomplete, or otherwise incorrect. Customer further acknowledges and agrees that any transactions/entries initiated by Customer shall not be effective until posted by Bank.

4. Cash Manager Services.

4.1 Funds Transfers. Customer authorizes Bank to transfer funds of Customer between any Cash Manager Accounts or Customer Accounts when requested to do so in an instruction by Customer to Bank. Any such transfer may be subject to limits established by Bank from time to time. Bank in its sole discretion may execute funds transfers in any order convenient to Bank. Bank reserves the right to reject any transfer request in its sole discretion, including but not limited to any funds transfer order on insufficient funds, for which Customer has not provided Bank with complete information, or which would violate any agreement between Customer and Bank. Any funds transfer instruction received by Bank after its daily cut-off time may be processed on the next Business Day. Customer is responsible for verifying the availability of funds prior to issuing a funds transfer instruction to Bank.

4.2 Stop Payment Requests. Prior to transmitting a Stop Payment Request to Bank, Customer shall determine if the item on which the Stop Payment Request is to be placed has been previously paid. If such item has not been paid, Customer may send a Stop Payment Request. Any Stop Payment Request made by Customer shall include all data required by Bank to process such Stop Payment Request. Prior to transmitting any Stop Payment Request to Bank, Customer shall verify all data entered for accuracy. Customer shall retain the contents of all Stop Payment Requests for at least six (6) months. Cash Manager Stop Payment Requests shall be effective for six (6) months after the date actually received by Bank, and shall automatically expire after such period unless renewed. Customer may renew a Stop Payment Request by sending a new Stop Payment Request regarding such item prior to the expiration of the initial Stop Payment Request. Customer shall notify Bank in writing in the event Customer desires to cancel a Stop Payment Request. In the event Customer is unable to transmit a Stop Payment Request to Bank via the Web Site, the System Administrator or such other User authorized to initiate Stop Payment Requests shall call Bank immediately and place a Stop Payment Request. Such Stop Payment Request made via telephone shall be effective for fourteen (14) days only, unless Customer confirms the order in writing or Bank receives the stop payment order via Cash Manager within such fourteen (14) day period. Customer shall indemnify, defend and hold Bank harmless for any payment stopped based upon the data entered and transmitted by Customer to Bank and for any items paid over Stop Payment Requests due to inaccurate or incomplete information provided or entered by Customer or due to such information not being received by Bank in time for Bank to reasonably act thereon. Should Bank inadvertently pay an item or permit a transaction over a valid Stop Payment Request, Customer

shall be required to prove that a direct loss has been suffered and, if so, the amount of such loss. Bank shall have all of Customer's rights and remedies against the payee or the beneficiary of any transaction in which payment is stopped, and Customer shall cooperate and assist Bank in its effort to collect the amount of the item or transaction. Stop Payment Request Services are not a part of the Standard Package and additional Fees and Expenses may apply.

4.3 Cash Manager Inclearings Services. Cash Manager Inclearings Service allows Customer to electronically receive the total of the machine readable checks drawn on its account(s) presented by the Federal Reserve Bank(s), or by certain other financial institutions on the Business Day of presentment. Bank will use reasonable efforts to make such totals available to Customer within a reasonable time after receipt by Bank. Late presentment by a Federal Reserve Bank or other financial institution may delay Bank in providing the totals. Customer understands that non-machine readable items, items received by Bank in other customers' deposits and other items may still be posted against Customer's account(s) regardless of whether reported via the Cash Manager Inclearings Service. Cash Manager Inclearings Services are not a part of the Standard Package and additional Fees and Expenses may apply.

4.4 Additional Cash Manager Services. Additional Cash Manager Services, including without limitation, Positive Pay/Account Reconciliation Services, Wire Transfer Services, and ACH Origination Services, and such other Cash Manager Services as may be offered by the Bank from time to time, may be available to Customer and are subject to the additional terms and conditions related to such Services as described in the applicable Service related Addenda. Generally, such additional Services are not a part of the Standard Package and may result in additional Fees and Expenses.

5. Term. The Term of this Cash Manager Services Addendum shall be for the same duration as the term of the Treasury Management Master Services Agreement, and both of such terms shall run concurrently, unless this Addendum is terminated sooner in accordance with its terms. Either Party may terminate this Cash Manager Services Addendum at any time by providing written notice thereof to the other Party. Termination shall be effective as to prospective transactions only, and shall not alter the rights of the Parties as to transactions prior to the effective date of termination.

6. General Provisions. Each provision of this Cash Manager Services Addendum shall be severable from all other provisions of this Cash Manager Services Addendum. If any provision of this Cash Manager Services Addendum shall be determined to be invalid or unenforceable in any litigation among the Parties, such provision shall be deemed to be amended to the extent necessary to render this Cash Manager Services Addendum valid and enforceable, and the remaining provisions of this Cash Manager Services Addendum shall be valid and enforceable. This Cash Manager Services Addendum shall inure to the benefit of, shall be binding on, and shall be enforceable by the heirs, successors, and assigns of the Parties. The Agreement and this Cash Manager Services Addendum contains the entire agreement of the Parties with regard to the Cash Manager Services, and any oral or prior written understanding regarding the Cash Manager Services shall not be binding on Bank. Bank may amend the terms of this Addendum on thirty (30) days' prior written notice to Customer. Customer represents, warrants, and covenants that Customer has not been influenced to enter into this Cash Manager Services Addendum by any Person and has not relied on any representation, warranty, or covenant of any Person other than as provided in this Cash Manager Services Addendum.

EXHIBIT A
CASH MANAGER SERVICES ADDENDUM TO
TREASURY MANAGEMENT MASTER SERVICES AGREEMENT

DEFINED TERMS

"*Agreement*" or "*Treasury Management Master Services Agreement*" shall have the meaning provided on the first page of the Treasury Management Master Services Agreement executed by the Parties.

"*Cash Manager Accounts*" shall mean and refer to the accounts identified by Customer to Bank to be a part of the Cash Managers Services pursuant to the terms of this Cash Manager Services Addendum, as reflected in the Bank's records. Cash Manager Accounts may be Customer Accounts.

"*Cash Manager Services Addendum*" shall mean and refer to this Cash Manager Services Addendum, the Exhibits, if any, and any amendments.

"*Cash Manager Services*" shall mean and refer to the providing of an online interface by Bank through the Web Site that allows Customer to: (a) monitor, manage, and administer the Cash Manager Accounts; (b) make internal transfers between designated accounts at Bank; (c) export account files to Customer's systems; (d) initiate Stop Payment Requests; and (e) other services offered or to be offered by Bank, as such Cash Manager Services are further contemplated by this Cash Manager Services Addendum. The Cash Manager Services shall be a Treasury Management Service as defined in the Treasury Management Master Services Agreement.

"*Cash Manager System*" shall mean and refer to the online interface by Bank through the Web Site that allows Customer to utilize Cash Manager Services.

"*Federal Reserve Bank*" shall mean any Federal Reserve Bank a part of the Federal Reserve System of the United States of America.

"*Stop Payment Request*" shall mean and refer to an order sent to Bank by Customer, in accordance with the provisions of this Cash Manager Services Addendum, to stop payment of an item drawn on a Customer Account that is a Cash Manager Account.

"*Term*" shall mean and refer to the term of this Cash Manager Services Addendum as set forth in Section 6.

"*Treasury Management Master Services Agreement*" or "*Agreement*" shall have the meaning provided on the first page of the Treasury Management Master Services Agreement executed by the Parties.

ARVEST BANK TREASURY MANAGEMENT
CASH MANAGER SECURITY PROCEDURES

CASH MANAGER SERVICES

In electing to utilize Cash Manager Services with Arvest Bank through Treasury Management Services, you as Customer have options in selecting the security procedures that will be used by the Bank to verify the authenticity of your transactions and instructions. It is important that you carefully review and select the security procedures that best meet your needs and reflect the circumstances and wishes of your business. If you have any questions about these options, it is important you discuss them with your Treasury Management Sales Advisor. The security options selected below will be a part of your "Cash Manager Security Procedure" as described in the Cash Manager Addendum to the Treasury Management Master Services Agreement. Additional Fees and Expenses and terms and conditions may apply based on the security procedures chosen by you, and the additional terms and conditions included herein are incorporated by this reference into and a part of the Treasury Management Master Services Agreement between Customer and Bank.

Customer elections for Cash Manager Security Procedures:

- Login and Password: Customer's User will utilize a login and password to access Cash Manager Services which will be established by Customer during implementation of the Cash Manager Services.
- Token: Customer's User shall utilize an authentication token issued by Bank.
 - *Customer to elect:*
 - One-time password hardware token
 - One-time password soft token (Smart Phone App)
- Additional Recommended Security Options: Additional security options described below can be established by Customer through its options reflected in the Cash Manager System.
 - Session-based mutual authentication with challenge questions.

Terms Regarding Tokens:

- A. **Fees**: Initial hardware tokens will be issued to Customer at no charge. Replacement tokens for lost, stolen, damaged, etc. tokens will have a per token charge plus the cost of shipping and handling. The current per token charge is available from Bank upon request and is subject to change from time to time. Bank is authorized to charge the fees to any Customer Account.
- B. **Ownership**: Hardware tokens are the property of Bank and must be returned to Arvest Treasury Management Operations upon TERMINATION of Cash Manager Services or changes of use, including termination or change of employee User and/or Customer. Tokens need to be returned to the address for Bank listed in the Treasury Management Master Services Agreement.
- C. **ID's/Password(s)/Token(s)**: Bank will not be liable for use of the tokens whether through theft, fraud, improper authorization, mishandling or otherwise. Tokens should be secured in a safe place. Customer is responsible for communicating security procedures to all Users.

BANK RESERVES THE RIGHT TO MODIFY THE CASH MANAGER SECURITY PROCEDURES AT ANY TIME UPON NOTICE TO CUSTOMER. Any capitalized terms used herein not otherwise defined shall have the meaning provided in the Treasury Management Master Services Agreement and applicable Addenda thereto

**LOCKBOX SERVICES ADDENDUM
TO TREASURY MANAGEMENT MASTER SERVICES AGREEMENT**

THIS LOCKBOX SERVICES ADDENDUM (“Lockbox Addendum” or “Addendum”) is a part of and incorporated by reference into the Treasury Management Master Services Agreement between Bank and Customer.

By election or utilization of the Lockbox Services (as defined below) by Customer and by provision of the Lockbox Services by Bank, each of Customer and Bank agrees to be bound by the agreements, terms and conditions below regarding Lockbox Services.

1. Definitions. Capitalized terms used herein (and all variations thereof including singular, plural, and possessive and the past, present, and future tense) shall have the meanings set forth in the Treasury Management Master Services Agreement or Exhibit A attached hereto and incorporated herein by this reference.

2. Agreement; Fees and Expenses. Lockbox Services are provided subject to the terms and conditions of the Agreement and this Lockbox Addendum. Lockbox Services consist of Mailed Payment Capture and Onsite Payment Capture options, as described below. Customer shall pay the Fees and Expenses associated with the Lockbox Services in accordance with the Agreement.

3. Lockbox Services.

(a) Operating Instruction Addendum. Customer shall provide Bank with information to complete an Operating Instruction Addendum during the implementation of the Lockbox Services and shall provide Bank updated information for inclusion in the Operating Instruction Addendum at any time requested by the Bank. Customer represents, warrants, and covenants that any and all information provided to Bank for inclusion in an Operating Instruction Addendum or otherwise shall be true, accurate, and complete in all respects. Customer shall promptly provide Bank, in writing, with updated information for the Operating Instruction Addendum in the event of any change in any such information, which shall replace the previous Operating Instruction Addendum in the Bank records. Changes shall not be effective until Bank has received and processed any replacement information or instructions. The Operating Instruction Addendum and information and instructions therein, as reflected in the Bank records, shall be deemed accurate for all purposes and is available for review by Customer upon request.

(b) Processing. In connection with the Lockbox Services, Bank will establish a post office box for Customer at the post office address designated on Bank’s operating instructions to Customer (as defined herein, the “Lockbox”). Lockbox Services where remittances are provided to Bank by mail to the Lockbox are referred to as “Mailed Payment Capture”. Bank shall have sole access to and control of the Lockbox. Bank shall collect the contents of the Lockbox. Any checks and other Cash items (unless rejected in accordance with this Addendum) collected by Bank from the Lockbox shall be deposited into the Settlement Account in accordance with Bank’s standard processing schedule as in effect from time to time. Customer hereby authorizes Bank to endorse all items on behalf of Customer, and Customer shall indemnify and hold Bank harmless from any Liability relating to any such endorsement. Bank may cause all items received through the Lockbox to be electronically scanned and converted into images thereof in a format to be determined by Bank and made available to Customer as identified in the Operating Instruction Addendum. Bank may collect all items (whether through Mailed Payment Capture or Onsite Payment Capture as defined below) in the manner and format Bank selects, such as through the

use of an image exchange or substitute checks. Bank may use the Federal Reserve System to clear Customer's items and/or such other image exchanges, clearing houses, networks or associations as Bank may select from time to time. Customer shall be bound by the relevant rules and regulations of any such clearing system. Any credit given by Bank is provisional, and Bank may charge back the amount of any items returned unpaid. Funds from deposits made via the Lockbox Services may not be available immediately; Bank cannot guarantee specific receipt or collection of checks within any specific time frame. Bank shall have no obligation to retain any images for longer than thirty (30) days following the date of receipt of the documents represented thereby. Bank reserves the right to discard any contents of the Lockbox that appear not to contain checks or other payment items. The contents of the Lockbox shall be delivered to Customer or destroyed by Bank as designated by Customer as reflected in the Operating Instruction Addendum. Customer hereby irrevocably makes, constitutes, and appoints Bank (and all Persons designated by Bank for that purpose) as the true and lawful attorney and agent-in-fact of Customer to negotiate all checks and other cash items. Any special instructions provided by Customer to Bank regarding the Lockbox Services, in any Operating Instruction Addendum or otherwise, shall not be binding upon Bank unless expressly agreed to by Bank in writing. If included in the Operating Instruction Addendum, Bank will also support "Onsite Payment Capture" as a part of Lockbox Services. Onsite Payment Capture allows Customer to submit to Bank, subject to Bank's operating instructions and standard restrictions as in effect from time to time, scanned images of Conforming Remittances. Bank will process such remittances in accordance with its standard lockbox processing workflow as modified by its Onsite Payment Capture operating procedures as in effect from time to time. Items received by Bank via Onsite Payment Capture will be subject to the terms of this Lockbox Addendum, including the additional terms and conditions for Onsite Payment Capture provided below.

(c) Non-Conforming Remittances. Bank may reject any item or File in its sole and absolute discretion at any time and regardless of whether Bank provided Customer with a confirmation of receipt of a particular File. Without limiting the generality of the foregoing Bank may but shall not be required to, reject any Non-Conforming Remittance and may also: (i) suspend processing with respect to or refuse to process any particular item that appears suspicious or fraudulent; and (ii) reject items which it determines to be ineligible for processing hereunder, including but not limited to any item which is not a "check" as defined in the UCC, any stale, nonnegotiable or noncash item, any check payable in a foreign currency or drawn on a foreign bank, any damaged or incomplete item or any item which, in the Bank's judgment, not fully legible or sufficient for reproduction as a substitute check, and any item which is not payable to Customer. Bank will promptly notify Customer of rejections. . Bank shall have no Liability to Customer or any third party for rejecting any item or File or for either processing or rejecting any Non-Conforming Remittance, including any Cash Remittance. Customer agrees to indemnify, defend and hold harmless Bank from any and all damages or other Liabilities arising from claims of third parties in connection with any Non-Conforming Remittance, including, without limitation, any Cash Remittance. Any Remittance drawn on foreign banks or payable in foreign currency may be processed for collection through Bank's normal channels for the collection of foreign items. Such foreign Remittances may be credited to the Settlement Account in the amount of the Remittance, *less* any charges incurred and paid by Bank in connection with such Remittance. Bank shall have no obligation to redeposit any Conforming Remittance deposited to the Settlement Account and returned unpaid for any reason. Bank shall charge Customer for any returned Remittances in accordance with the account terms for the Settlement Account.

(d) Customer Agreement. Customer agrees to: (1) authorize the postmaster to grant exclusive access to mail addressed to the Lockbox to the authorized messengers or agents of Bank; (2) be responsible for imprinting the Lockbox address on its invoice forms and envelopes, and for advising its customers to direct payments to the Lockbox, and (3) provide Bank with information and instructions

sufficient to complete the Operating Instruction Addendum and such other written instructions as may be requested by the Bank from time to time, the terms of which are incorporated herein by reference.

4. Onsite Payment Capture Additional Terms and Conditions. In the event Customer elects to utilize Onsite Payment Capture as a part of the Lockbox Services, the following additional terms and conditions shall apply:

(a) Onsite Payment Capture. By submitting a File to Bank as a part of Onsite Payment Capture, Customer is authorizing and instructing Bank to accept the items contained therein for deposit to Customer's Account(s).

(b) Required Technology; Scanners and related Hardware and Software. Onsite Payment Capture depends on Customer's use of Required Technology, including one or more scanners and certain related hardware and software, which is compatible with Bank's systems. Scanner, hardware and software requirements are subject to change from time to time. Customer shall only use scanners, hardware and software approved by Bank. If Bank has provided Customer with a scanner, it is provided AS IS. Bank accepts no responsibility for any scanners, hardware or software or for Customer's other systems or communications facilities. Customer is solely responsible for repair, maintenance and replacement of such scanners, hardware and software as well as contingency planning and computer back-ups to preserve the records maintained by its scanners, hardware and software. To the extent Bank makes available programs for assisting Customer in replacing or repairing scanners, Customer may elect, for its own convenience and in its sole discretion, to take part in such programs, to the extent available, or may choose to repair and replace scanners through other sources, provided all scanners must remain compatible with Bank systems for Customer to receive Lockbox Services. It is agreed by Bank and Customer this Lockbox Addendum is an agreement primarily for services and not the sale of goods, and any provision of a scanner or other products to Customer is merely incidental to the services provided and for the convenience and at the instruction of Customer.

(c) Onsite Payment Capture Software. Bank may make available to Customer or otherwise identify for Customer acquisition certain Onsite Payment Capture Software to be used in the submission of Files to Bank, which is a part of the Required Technology for the Lockbox Services. Subject to the terms of the Agreement, Customer may (a) install and use the Onsite Payment Capture Software which is provided by Bank solely for the purpose of processing checks in connection with Customer's business operations, in accordance with this Lockbox Addendum, and (b) copy and use any documentation related to the Lockbox Software which is provided by Bank solely to support Customer's authorized use of the Lockbox Software. All Onsite Payment Capture Software provided is provided AS IS. Customer acknowledges receipt of and agrees to comply at all times with the Onsite Payment Capture Software End User Terms and Conditions provided by Bank to Customer and such other terms and conditions related to the use of the Lockbox Software as is otherwise made available to Customer from time to time. Customer shall not replicate, reproduce, alter, modify, disassemble, decompile, reverse engineer, create derivative works from, or transfer to third parties any part of the Onsite Payment Capture Software provided by the Bank for any purpose whatsoever. Upon termination of this Lockbox Addendum, Customer shall remove all Onsite Payment Capture Software from all computer systems and devices and shall return to Bank any media containing the Lockbox Software.

To the extent utilization of Lockbox Services requires Customer to obtain additional compatible hardware or software from third parties, as may be specified by the Bank from time to time, Customer shall obtain the same at Customer's cost. Bank is not responsible for any third party software Customer

may need to use the Lockbox Services. Any such software is accepted by Customer AS IS and is subject to the terms and conditions of the software agreement you enter into directly with the third party software provider upon download and installation.

(d) Customer Responsibilities. Use of the Onsite Payment Capture shall be subject to such operating procedures as Bank may establish from time to time, including, without limitation, required input formats, delivery deadlines, cut-off times and confirmation and eligibility requirements. Customer shall cause each check to be properly endorsed by all required Persons prior to conversion of the check into a File. Customer shall be responsible for the accurate scanning of checks, front and back, and for successfully transmitting accurate, complete, balanced, and readable Files to Bank. Customer is responsible for assuring that each File it submits (including the images and data contained therein) satisfies the specifications provided by Bank from time to time. Customer shall not transmit any File to Bank that contains information which duplicates Mailed Payment Capture information or other information Customer previously provided to Bank or that contains information with respect to checks that Customer has previously transferred to, deposited with, or attempted to clear through Bank or any a third party. Customer shall not transfer to, deposit with, or attempt to clear through a third party or otherwise directly or indirectly ask any third party to make payment based on, the items reflected in any File transmitted to Bank. Customer agrees to securely store, for a reasonable period (not to exceed 60 days), the original items Customer has scanned. After the secured storage period ends, Customer agrees to destroy the original items completely and securely (unless doing so would violate Applicable Law). Customer agrees to promptly provide Bank with: (i) the original of any item Customer has submitted in a File and that Customer is storing; and (ii) such other information as Bank may reasonably request from time to time with respect to Customer's items and Files. Customer agrees to notify Bank immediately if any original items being stored by Customer are lost or stolen. Customer understands that in the course of using Onsite Payment Capture it will be creating electronic files of sensitive information of the persons and entities that deliver checks to Customer. Customer is responsible for protecting its computer systems and those files against unauthorized access.

(e) Limitations and Restrictions. Bank may establish certain usage and dollar limits with respect to the Onsite Payment Capture and Customer agrees to comply with such limits as it is informed thereof from time to time. Bank is authorized to debit Customer's Account for any Files or items that are returned to Bank (or, if the balance therein is insufficient, any other account of Customer with Bank). Returned items will be made available in a format selected by Bank.

(f) Image Quality. The images included in any File or item transmitted to Bank using the Lockbox Services must be legible. The image quality of the items must comply with the requirements established from time to time by the American National Standards Institute, the Board of Governors of the Federal Reserve System, or any other regulatory agency, clearing house or association.

(g) Onsite Capture Services Representations and Warranties of Customer. Customer represents, warrants and covenants to Bank that: (i) Customer shall comply with its responsibilities under this Section 4 and Applicable Law in connection with its use of the Onsite Payment Capture; (ii) each image of an item that Customer submits accurately and legibly represents all of the information on the front and back of the original item, including all endorsements; (iii) the information contained in each File accurately reflects the images contained therein and the original items; (iv) Customer is entitled to enforce each item or Customer is authorized to obtain payment of the item on behalf of a Person entitled to enforce the item; (v) no item or image thereof has been altered; (vi) each imaged item bears all

endorsements applied by parties that previously handled the item, in paper or electronic form, for forward collection or return; (vii) no Person (including Bank or any third party) will receive a transfer, presentment, or return of, or otherwise be charged for, an item, the original item or a paper or electronic representation of the original item, such that the Person will be asked to make payment based on an item it already has paid; and (viii) each item was received in the ordinary course of Customer's business and Customer is not aware of any reason why any such item will not be paid. Customer further agrees to accept the same responsibilities for each item contained in its Files as Customer would have had under Applicable Law and Bank's Settlement Account Agreement if it had deposited the original check in person. Customer represents and warrants that all Files Customer transmits reflect the result of bona fide business transactions between Customer and its customers and shall not be for the benefit of any third party.

5. ARCH System.

(a) As a part of the Lockbox Services, Bank will, subject to the terms of this Addendum, provide Customer access to the ARCH System to (i) permit Customer to access and/or receive certain information regarding Customer accounts receivable and related data in the possession or control of Bank ("ARCH Information"); and (ii) initiate certain requests and instructions ("ARCH Instructions"), all using Customer's business computer facilities via Bank's Web Site and Bank's ARCH System. A current list of features and ARCH Information and Instructions available via the ARCH System for Lockbox Services is available from Bank. Bank may add to, delete from, or change the features of, and the ARCH Information and Instructions available via, its Lockbox Services from time to time. Additional fees and charges apply to some Services, products, features and information available through the ARCH System. Specific ARCH Information and Instructions to be covered by the Lockbox Services and use of the ARCH System may be set forth in an Operating Instruction Addendum; Bank has no obligations with respect to ARCH Information and Instructions not covered by an effective Operating Instruction Addendum.

(b) Bank may rely upon a security procedure (the "ARCH Security Procedure") to verify the authenticity of ARCH Instructions that purport to be from Customer and such security procedure is a part of the Security Devices and Procedures. The ARCH Security Procedure shall be based on certain internal policies, procedures, and technologies that Bank employs from time to time, including, but not limited to, an authentication protocol established during Customer's implementation of the Lockbox Services whereby Customer establishes a password and login identification to be associated with the System Administrator and thereafter for each authorized User. Customer's utilization of the Services through the ARCH System constitutes Customer's agreement (i) that the ARCH Security Procedure has been disclosed to Customer and reflects Customer's choices, as applicable, and is acceptable to Customer, and (ii) that the ARCH Security Procedure is commercially reasonable based on Customer's circumstances and wishes. Customer agrees that for purposes of determining whether the ARCH Security Procedure is commercially reasonable, the internal policies, procedures and technologies that Bank employs from time to time shall be taken into account, even though they are not specifically disclosed to Customer. The ARCH Security Procedure may be amended or modified from time to time as the Bank determines necessary. Customer's continued use of the Lockbox Services after the amendment effective date described in any notice of amendment will operate as Customer's agreement to the ARCH Security Procedure, as revised, and agreement that the ARCH Security Procedure as so revised is commercially reasonable based on the circumstances and wishes of the Customer. SUBMISSIONS AND INSTRUCTIONS THROUGH THE ARCH SYSTEM SHALL BE EFFECTIVE AS CUSTOMER'S AND CUSTOMER AGREES TO BE BOUND BY THEM IF: (1) THEY WERE IN FACT TRANSMITTED OR AUTHORIZED BY CUSTOMER OR ITS REPRESENTATIVE; OR (2) THEY

WERE ACCEPTED BY BANK IN COMPLIANCE WITH THE ARCH SECURITY PROCEDURE, WHETHER OR NOT ACTUALLY AUTHORIZED. Customer agrees that Bank may accept and act on any requests or instructions that it receives in compliance with the ARCH Security Procedure whether or not actually authorized. For example, Bank may act on instructions in an online session that included the correct login and password of a Customer User, even if Customer did not actually submit or authorize such instructions. Customer agrees to comply with all instructions provided in connection with the Lockbox Services (including but not limited to instructions on the Web Site). Certain Lockbox Services or uses of the ARCH System may involve an additional security procedure. For such Services which are accessed via the ARCH System, the ARCH Security Procedure shall be considered a part of the additional security procedure. Customer's selection of security procedure options, where applicable, and compliance with the ARCH Security Procedure and such additional security procedures may affect Customer's ability to use certain Services. Customer agrees to notify Bank immediately of any unauthorized requests or instructions submitted to Bank and of any known or suspected breach of the security of Customer's computer systems. If unauthorized submissions are alleged to have been issued to Bank in Customer's name, Customer agrees to cooperate and provide such information as Bank may reasonably request to research and recover any resulting loss. Bank reserves the right to require any additional verification it deems necessary before accepting any requests or instructions, though it is not required to do so. Customer acknowledges its responsibility to be careful in protecting against unauthorized access to its computer systems, to any hardware tokens issued to it or soft tokens utilized by it and to information about the ARCH Security Procedure and Customer's ARCH Information, ARCH Instructions and accounts (please see additional information provided under *Privacy and Security* on the Web Site). If unauthorized persons are able to obtain these sorts of unauthorized access, Bank may not be able to prevent them from engaging in unauthorized ARCH Instructions. Depending on the circumstances, Customer could have losses or other Liabilities from unauthorized ARCH Instructions. Customer agrees that Bank will not be responsible for Customer's losses or other Liabilities in such an event.

(c) Customer shall appoint a "System Administrator" as the primary contact to act on behalf of Customer regarding use of the ARCH System for Lockbox Services. The System Administrator may have the ability to determine which of Customer's employees or representatives will have access to the ARCH System ("Users"), the type of access they will have, and the ability to add, delete, and modify User IDs and passwords, among other things. Customer's System Administrator is solely responsible for determining who should be trusted with access to the ARCH System. Customer is responsible for all ARCH Instructions initiated by its System Administrator and/or Users even though they engage in transactions that Customer has not authorized, regardless of the purpose thereof and regardless of whether the System Administrator or User violates Customer's rules. Customer understands and agrees that ANY ONE USER may be able to view ARCH Information and initiate ARCH Instructions using the ARCH System, regardless of whether the User is an authorized signer on the affected accounts and regardless of whether any of those accounts normally require two or more signatures or has other restrictions. Changes to System Administrators shall not be effective until Bank has acknowledged such changes in writing and had a reasonable opportunity to act thereon.

(d) Lockbox Services will apply to ARCH Information and Instructions identified by Customer and reflected in Bank's records. In addition, the Customer may, by written notice to Bank, add or remove ARCH Information and Instructions from its Lockbox Services from time to time. Bank shall have a reasonable period of time in which to process such notices to allow such addition or removal.

Customer and Bank may from time to time jointly document Customer's preferences regarding ARCH Information and Instructions. Bank does not guarantee that such preferences will be satisfied in all cases.

(e) Customer may access ARCH Information and initiate ARCH Instructions or data transmissions at any time that Lockbox Services are available; **however, certain instructions and data transmissions will only be processed on Business Days during normal business hours of Bank as in effect from time to time.** Requests to initiate ARCH Instructions or provide data transmissions on other than a Business Day or after normal business hours or a relevant cut-off time may be considered received by Bank on the next Business Day.

(f) Customer acknowledges and agrees that provision of access to the ARCH System is intended to enable a convenient and consolidated means of accessing ARCH Information, for reference purposes only, and that Bank shall not be liable to Customer for any information which is outdated, inaccurate, incomplete, or otherwise incorrect. Customer further acknowledges and agrees that payments reflected in ARCH Information and ARCH Instructions may not be effective until posted to a Customer Account by Bank, as applicable.

6. Disclaimer of Warranties. BANK MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, REGARDING THE LOCKBOX SERVICES, SCANNERS, HARDWARE, SOFTWARE, ONSITE PAYMENT CAPTURE SOFTWARE OR COMMUNICATIONS FACILITIES USED BY CUSTOMER OR ANY OTHER REQUIRED TECHNOLOGY, AND BANK SPECIFICALLY DISCLAIMS, AND CUSTOMER HEREBY WAIVES AS AGAINST BANK AND ITS AFFILIATES ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR AGAINST INFRINGEMENT WITH RESPECT TO THE FOREGOING. BANK MAKES NO REPRESENTATIONS OR WARRANTY, EXPRESS OR IMPLIED, THAT THE LOCKBOX SERVICES WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE.

7. Customer Indemnification. In addition to and not in any manner in limitation of its indemnification obligations elsewhere in the Agreement, Customer agrees, to the extent authorized by Missouri Law, to indemnify, defend and hold harmless Bank, its shareholders, Affiliates, subsidiaries, vendors and service providers and their respective directors, officers, employees, shareholders, members, attorneys, agents, successors and assigns (collectively "Indemnified Parties") from any Liability (including, without limitation, fines assessed against Bank or any of its vendors or service providers) arising out of or related to (i) Customer's failure to abide by or perform any obligations under this Lockbox Addendum, including, without limitation, breach of Customer's responsibilities or representations and warranties in Section 4; (ii) the fraud, willful misconduct, criminal activity or negligence of Customer or its employees, agents, contractors or Representatives involving or related to use of the Lockbox Service; (iii) any transmission or instruction, whether or not authorized, acted upon by Bank in good faith; (iv) failure of any Required Technology, including the scanner(s), hardware, software or Onsite Payment Capture Software, used by Customer, except that Customer shall have no obligation to indemnify any third party vendor or service provider with respect to losses or other Liabilities caused by the negligence or willful misconduct of such vendor or service provider; (v) items drawn on accounts with insufficient funds, counterfeit items, fraudulent items, or items bearing unauthorized or forged endorsements; or (vi) any claim of any Person that Bank is responsible for any act, omission, or delay of Customer. Customer understands that Bank will be deemed to make certain warranties, will have certain indemnity responsibilities to third parties, and may be subject to various third party claims, adjustments and return rights that arise out of or relate to Remittances processed hereunder and/or Customer's Files, the items contained therein or the actions Bank takes to collect such Remittances, Files and items (including, but not limited to, actions

taken as a

reconverting bank under Applicable Law). To the extent that Bank may be required to pay any such warranty, indemnity, claim, adjustment or return in respect of Customer's Remittances, Files or the items contained therein, Customer shall promptly reimburse Bank upon demand. Bank may debit Customer's Account for the amount of any such reimbursement (or, if the balance therein is insufficient, any other account of Customer with Bank). Customer's obligations under this Section are absolute and unconditional, shall survive any expiration or termination of this Addendum, the Agreement, or any other agreement between Bank and Customer, and shall not, for any reason whatsoever, be subject to any reduction, setoff, defense, counterclaim, deferment or right of recoupment. Nothing herein shall be constructed to waive any sovereign, official, qualified or governmental immunity of Customer, its officers, councilmembers, agents or employees.

8. Limitation Claims and Liability. Bank shall be responsible only for performing the services expressly provided in this Lockbox Addendum and shall be liable only for its gross negligence or willful misconduct. In addition to the other limitations provided in this Lockbox Addendum and the Agreement, Bank's Liability for any loss or damage for any cause whatsoever arising out of or related to this Lockbox Addendum or the Lockbox Services shall be limited to actual monetary damages not to exceed the total amount paid by Customer for the affected Lockbox Service, as performed by Bank under this Addendum, for the preceding twelve (12) months. Customer shall not make any claim against any vendor or service provider of Bank in connection with the Lockbox Addendum, Lockbox Services and/or any scanner, hardware, software or other Required Technology used in connection therewith.

9. Term. The Term of this Lockbox Addendum shall be for the same duration as the term of the Treasury Management Master Services Agreement, and both of such terms shall run concurrently, unless this Addendum is terminated sooner in accordance with its terms. Either Party may terminate this Lockbox Addendum by providing written notice thereof to the other Party. Termination shall be effective as to prospective transactions only, and shall not alter the rights of the Parties as to transactions prior to the effective date of termination.

10. General Provisions. Each provision of this Lockbox Addendum shall be severable from all other provisions of this Lockbox Addendum. If any provision of this Lockbox Addendum shall be determined to be invalid or unenforceable in any litigation among the Parties, such provision shall be deemed to be amended to the extent necessary to render this Lockbox Addendum valid and enforceable, and the remaining provisions of this Lockbox Addendum shall be valid and enforceable. This Lockbox Addendum shall inure to the benefit of, shall be binding on, and shall be enforceable by the heirs, successors, and assigns of the Parties. Bank may amend the terms of this Addendum on thirty (30) days' prior written notice to Customer. Customer's continued use of the Lockbox Services after the effective date of any such amendment shall be deemed to constitute Customer's acceptance thereof. The Treasury Management Master Services Agreement and this Lockbox Addendum contains the entire agreement of the Parties with regard to the Lockbox Services, and any oral or prior written understanding regarding the Lockbox Services shall not be binding on Bank. Customer represents, warrants, and covenants that Customer has not been influenced to enter into this Lockbox Addendum by any Person and has not relied on any representation, warranty, or covenant of any Person other than as provided in this Lockbox Addendum. Customer agrees that Bank may audit Customer's compliance with Applicable Law and the terms of the Agreement, including this Lockbox Addendum, from time to time in its discretion. Customer shall provide such documentation and information and shall cooperate with such audit as reasonably requested by Bank. Customer shall provide such information as Bank may reasonably request from time to time concerning Customer's financial condition.

EXHIBIT A
LOCKBOX SERVICES ADDENDUM TO
TREASURY MANAGEMENT MASTER SERVICES AGREEMENT

DEFINED TERMS

“*Agreement*” or “*Treasury Management Master Services Agreement*” shall have the meaning provided on the first page of the Treasury Management Master Services Agreement executed by the Parties.

“*ARCH System*” shall mean and refer to the online interface by Bank through the Web Site that allows Customer to access information regarding and utilize Lockbox Services.

“*Cash*” shall mean and include cash or currency of the United States only.

“*Cash Remittance*” shall mean and include any Remittance received by Bank in Cash.

“*Conforming Remittance*” shall mean a Remittance that meets each of the following requirements: (a) is signed by payer; (b) made payable to the payees listed on the Operating Instruction Addendum; (c) is dated no more than six (6) months prior to the date processed and not after the date processed (any Remittance not dated at the time of receipt may be dated by the Bank as of the date processed); (d) bear an unambiguous written or numerical amount (where such amounts conflict, Bank may in its sole discretion reject as nonconforming or pay the amount reflected by the protectograph, if available, and if not, Bank may pay the numerical amount designated); (e) bear no restrictive notations or endorsements, including but not limited to, notations or endorsements such as “payment in full,” “void after 90 days,” or “final settlement” (provided, however, in no event shall Bank be liable to Customer or any third party for processing any Remittance bearing a notation or endorsement such as that described herein); and (f) comply with any other requirements established by the Bank from time to time.

“*Files*” shall mean and refer to the electronic image and data files submitted by Customer to Bank in connection with the Onsite Payment Capture services.

“*Lockbox*” shall mean and refer to the post office box controlled by Bank in the name of Customer for the purposes of this Lockbox Addendum as described in Section 3 hereof.

“*Lockbox Services*” shall mean and refer to Bank's collection from the Lockbox of payments to Customer, Bank's imaging of certain information related to such payments, Bank's depositing and posting of such payments to the Settlement Account, as such services are further contemplated by this Lockbox Addendum, and Bank's provision of ARCH System access, as described herein. The Lockbox Services shall be a Treasury Management Service as defined in the Treasury Management Master Services Agreement.

“*Lockbox Addendum*” shall mean and refer to this Lockbox Services Addendum, the Instructions Addendum, as may be modified from time to time, the Exhibits, if any, and any amendments.

“*Non-Conforming Remittance*” shall mean any Remittance not submitted in accordance with the requirements of a Conforming Remittance.

“Operating Instruction Addendum” shall mean and refer to the documentation, as reflected in the Bank records, of the information and instructions provided by Customer to Bank in the implementation and continuation of the Lockbox Services, such information to include that as may be required by the Bank from time to time.

“Remittance” shall mean and include Cash, checks, bank drafts and any other form of payment acceptable to Customer and Bank as designated in the Operating Instruction Addendum.

“Settlement Account” shall have the meaning provided in the Agreement and include for the Lockbox Services Customer’s depository account designated on the Operating Instruction Addendum.

“Term” shall mean and refer to the term of this Lockbox Addendum as set forth in Section 9.

“Treasury Management Master Services Agreement” or *“Agreement”* shall have the meaning provided on the first page of the Treasury Management Master Services Agreement executed by the Parties.

BUSINESS ASSOCIATE ADDENDUM

(Lockbox Services)

This **BUSINESS ASSOCIATE ADDENDUM (LOCKBOX SERVICES)** (this "Addendum") is a part of and incorporated into by reference that certain Arvest Treasury Management Master Services Agreement between [City of Nixa] ("Covered Entity") and Arvest Bank, an Arkansas state chartered bank ("Business Associate") dated _____, 20____ (the "Agreement").

WHEREAS, Business Associate is required under the Agreement to provide certain lock box service (the "Services") on behalf of Covered Entity; and

WHEREAS, the Covered Entity is subject to the Administrative Simplification requirements of HIPAA and the Privacy and Security Regulations (as defined below), as such regulations may be amended from time to time (including, without limitation, any amendments required by the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"); and

WHEREAS, the parties desire to comply with the Privacy and Security Regulations, which require Covered Entity to enter into a contract with Business Associate in order to mandate certain protections for the privacy and security of Protected Health Information (as defined below), and prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions herein contained, Covered Entity and Business Associate agree as follows:

I. Definitions.

- I.1. "Privacy and Security Regulations" means the Administrative Simplification provisions of HIPAA, and the regulations thereunder, including the Standards for Privacy of Individually Identifiable Health Information, located at 45 C.F.R. Parts I60 and I64, Subparts A and E (the "HIPAA Privacy Rule"); the Security Standards for the Protection of Electronic Health Information, located at 45 C.F.R. Parts I60 and I64, Subparts A and C (the "HIPAA Security Rule"); and the Standards for Notification in the Case of Breach of Unsecured Protected Health Information, located at 45 C.F.R. Parts I60 and I64, Subparts A and D.
- I.2. "Protected Health Information" or "PHI" means information, including demographic information, that (i) relates to the past, present, or future physical or mental health or condition of an Individual, the provision of health care to an Individual, or the past, present, or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or there is a reasonable basis for believing that the information can be used to identify the individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, is created by Business Associate on behalf of Covered Entity, or is made accessible to Business Associate by Covered Entity.
- I.3. Except as otherwise set forth in this Addendum, capitalized terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in the Privacy and Security Regulations or in the Agreement.

2. Confidentiality Obligation. Business Associate will not Use or Disclose PHI other than as permitted by this Addendum or as Required By Law.
3. Permitted Uses and Disclosures of PHI.
 - 3.1. Business Associate may Use and Disclose PHI only as necessary to perform the Services; provided that, except as set forth in Section 3.2 below, Business Associate may not Use or Disclose PHI in a manner that would violate the requirements of the HIPAA Privacy Rule.
 - 3.2. Notwithstanding anything to the contrary in Section 3.1:
 - 3.2.1. Business Associate may Use PHI received by Business Associate under or in connection with the Agreement, if necessary for the proper management and administration of Business Associate or to carry out Business Associate's legal responsibilities.
 - 3.2.2. Business Associate may Disclose PHI received by Business Associate under or in connection with the Agreement, if necessary for the proper management and administration of Business Associate or to carry out Business Associate's legal responsibilities, provided that:
 - (a) The Disclosure is Required By Law; or
 - (b) Prior to the Disclosure, Business Associate obtains reasonable assurances from the person or entity to whom the PHI is Disclosed that:
 - (i) The PHI will be held in confidence and Used or further Disclosed only as Required By Law or for the lawful purpose for which it was Disclosed to the person or entity; and
 - (ii) The person or entity will notify Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached.
 - 3.2.3 Business Associate may provide Data Aggregation services relating to the Health Care Operations of the Covered Entity.
4. Safeguards. Business Associate shall protect PHI from any improper oral or written disclosure by enacting and enforcing safeguards to maintain the security of and to prevent any Use or Disclosure of PHI other than is permitted by this Addendum. Such safeguards shall include, without limitation, complying with the applicable requirements of the HIPAA Security Rule.
5. Access and Amendment.
 - 5.1. Business Associate shall make the PHI specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access in accordance with 45 C.F.R. § 164.524. If Covered Entity determines that an Individual is entitled to such access, and that such PHI is under the control of Business Associate, Covered Entity will

communicate the decision to Business Associate. Business Associate shall provide access to such PHI in the same manner as would be required for Covered Entity. If Business Associate receives an Individual's request to access his or her PHI, Business Associate shall forward such request to Covered Entity within five (5) business days.

5.2. Business Associate shall make PHI available to Covered Entity for the purpose of amendment and incorporate changes or amendments to PHI when notified to do so by Covered Entity. Business Associate shall provide such access and incorporate such amendments within the time and in the manner reasonably specified by Covered Entity.

6. Accounting.

6.I. Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of PHI made by Business Associate or its employees, agents, representatives or subcontractors other than disclosures that (i) are made directly to the Individual who is the subject of the PHI; (ii) are made pursuant to an Individual's Authorization; or (iii) are made for the purposes of Covered Entity's Treatment, Payment, or Health Care Operations, except as set forth in Section 6.2 below.

6.2. As of the date required by the HITECH Act, or the regulations promulgated thereunder, Business Associate agrees to comply with any regulations promulgated under the HITECH Act with respect to accounting for the Disclosures of PHI that Business Associate makes through an Electronic Health Record (as defined by the HITECH Act or such regulations) that are for Treatment, Payment and/or Health Care Operations purposes.

6.3. An accounting provided pursuant to Section 6.I above shall include the following information:

6.3.I. the Disclosure date;

6.3.2. the name and (if known) address of the person or entity to whom Business Associate made the Disclosure;

6.3.3. a brief description of the PHI Disclosed; and

6.3.4. a brief statement of the purpose of the Disclosure that reasonably sets forth the legal basis for the Disclosure.

6.4. Business Associate must maintain the Disclosure information required for an accounting under Section 6.2 for a period of three (3) years from the date of the Disclosure. Business Associate must maintain the Disclosure information required by Section 6.3 above for the six (6) years preceding Covered Entity's request for such information; provided, however, that Business Associate shall not be required to have such information available for Disclosures that occurred prior to April 14, 2003.

7. Activities to Assist the Covered Entity's Compliance with the HIPAA Privacy Rule. In the event the performance of the Services requires Business Associate to perform any activity on behalf of the Covered Entity in order to assist the Covered Entity in complying with the HIPAA Privacy

Rule, Business Associate agrees to comply with the requirements of the HIPAA Privacy Rule that apply to Covered Entity in the performance of such activity.

8. Access to Books and Records. Business Associate shall make its internal practices, books and records relating to the Use and Disclosure of PHI pursuant to this Addendum available to the Secretary for purposes of determining compliance with the Privacy and Security Regulations.

9. Agents and Subcontractors. Business Associate shall ensure

9.1. In accordance with 45 C.F.R. §164.308(b)(2), that any Subcontractor that creates, receives, maintains or transmits Electronic PHI on behalf of the Business Associate agrees to comply with the HIPAA Security Rule by entering into a contract or other arrangement that complies with 45 C.F.R. § 164.314(a).

9.2. In accordance with 45 C.F.R. §164.502(e)(1)(ii), that any Subcontractor that creates or receives PHI on behalf of the Business Associate agrees to the same restrictions and conditions that apply to the Business Associate with respect to the PHI by entering into a contract or other arrangement that complies with 45 C.F.R. § 164.504(e)(1)(i).

10. Reporting of Violations. Business Associate shall report to Covered Entity within ten (10) business days of its discovery of:

10.1. any Use or Disclosure of PHI not authorized by this Addendum;

10.2. any Security Incident; and/or

10.3. any Breach of Unsecured Protected Health Information, as required by 45 C.F.R. § 164.410. Such report shall include the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired or disclosed during such Breach. As soon as possible thereafter, and to the extent known, Business Associate shall also provide Covered Entity with a description of

10.3.1. what happened, including the date of the Breach and the date of the discovery,

10.3.2. the types of Unsecured Protected Health Information involved in the Breach,

10.3.3. any steps Individuals should take to protect themselves from potential harm from the Breach, and

10.3.4. what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches.

II. Term and Termination.


II.1. *Term.* This Addendum begins on the Effective Date and remains in effect until the business relationship between the parties' ends and Business Associate ceases to perform the Services for Covered Entity.

- II.2. *Termination.* This Addendum and the Agreement may be terminated by Covered Entity in the event that Covered Entity determines that Business Associate has violated a material term of this Addendum and such violation has not been remedied within fifteen (15) days following written notice to the Business Associate.
- II.3. *Survival.* Except as otherwise expressly provided in this Addendum, all covenants, agreements, representations and warranties, express and implied, in this Addendum shall survive the expiration or termination of this Addendum, and shall remain in effect and binding upon the parties until they have fulfilled all of their obligations hereunder and the statute of limitations shall not commence to run until the time such obligations have been fulfilled. Any terms of this Addendum that must survive the expiration or termination of this Addendum in order to have their intended effect, shall survive the expiration or termination of this Addendum whether or not expressly stated.
- II.4. *Duties Upon Termination.* Upon termination of this Addendum, Business Associate shall either return or destroy all PHI in the possession or control of Business Associate or its agents and subcontractors. However, if Covered Entity determines that neither return nor destruction of PHI is feasible, Business Associate may retain PHI provided that it extends the protections of this Addendum to the information and limits further Uses and Disclosures to those purposes that make the return or destruction of the information infeasible.
12. No Third Party Beneficiaries. This Addendum, is for the sole benefit of the parties, and there are no third party beneficiaries to the Addendum.
13. Incorporation of HITECH Act Provisions; Future Amendments to HIPAA or Privacy and Security Regulations. Covered Entity and Business Associate agree that it is their intention to comply with the privacy and security provisions contained in the HITECH Act and to incorporate into this Addendum the additional privacy and security requirements of the HITECH Act that are made applicable to Business Associate under the HITECH Act. Furthermore, to the extent that HIPAA and/or the Privacy and Security Regulations are amended in the future and to the extent that such amendments contain requirements and/or provisions not already contained in this Addendum that are required to be incorporated into this Addendum, the parties agree that either (i) this Addendum shall be deemed to be automatically amended to the extent necessary to incorporate such additional requirements and/or provisions, or (ii) if determined necessary by Covered Entity, they will enter into an amendment to this Addendum in order to incorporate any such additional requirements and/or provisions.
14. No Waiver. This Addendum shall not be waived or altered, in whole or in part, except in writing signed by the parties.
15. No Assignment. Covered Entity has entered into this Addendum in specific reliance on the expertise and qualifications of Business Associate. Consequently, Business Associate's duties under this Addendum may not be transferred, assigned or assumed by any other person, in whole or in part, without the prior written consent of the Covered Entity. Subject to the foregoing, this Addendum shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective permitted successors and assigns.

Dated effective as of the ----- day of -----, 20--.

ARVEST BANK:

City of Nixa-----


Darla Marler (Dec 6, 2022 15:20 CST)

SIGN HERE

Name: Darla Marler-----

Name: Jennifer Evans-----

Title: Treasury Management Advisor-----

Title: Director of Finance-----

ARVEST BANK TREASURY MANAGEMENT
FEE SCHEDULE FOR SERVICES

CUSTOMER: City of Nixa

SCHEDULE EFFECTIVE DATE: 11/28/2022

The current monthly or per transaction fees, as applicable, for providing the services referred to herein are as described below and may be changed from time to time by Arvest Bank. Unless otherwise specifically noted below, fees described are monthly, recurring fees during the term of the applicable service. Fees are subject to change.

Schedule of Fees for Services Elected as of Schedule Effective Date:

Cash Manager Services

- Standard Package Monthly Fee \$50.00
- Cash Manager Setup Fee \$20.00 (one time)
- Cash Manager Replacement Token (if applicable) \$90.00
- ACH Module
 - Monthly Maintenance Fee \$20.00
 - ACH Setup Fee \$50.00 (one time)
 - Per future-dated ACH originated debit/credit \$0.15 Per
 - same-day ACH originated - credit \$3.00
 - Per same-day ACH originated - debit \$4.00
 - Late file fee \$25.00 (per file)
 - ACH Returns \$5.00 (per item)
 - Notifications of Change \$3.00 (per item)
 - ACH File Deletion \$5.00 (per file)
- Wire Module
 - Monthly Module Fee \$15.00
 - Per Domestic Wire \$15.00
 - Per International Wire \$35.00

International wires sent in foreign currency are subject to the current exchange rate.
- Stop Pay Module
 - Monthly Module Fee \$15.00
 - Per Stop Payment Fee \$15.00 (per item)
- Tax Payment Module
 - Monthly Module Fee \$10.00
 - Per Item Fee \$0.15
- Business Bill Pay Services
 - Monthly Module Fee \$10.00
 - (includes up to 15 bill payments per month)
 - Per Bill Payment Item Over 15 per Month \$0.50
- Inclearings Module
 - Monthly Maintenance Fee 1st Account \$50.00 Monthly

Maintenance Fee 2 nd or More Accounts	\$5.00 (per acct)
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ACH Origination Services

• Monthly Origination Fee	\$30.00
• ACH Setup Fee	\$50.00 (one time)
• Per ACH Direct Transmission	\$10.00
• Per future-dated ACH originated debit/credit	\$0.15
• Per same-day ACH originated - credit	\$3.00
• Per same-day ACH originated – debit	\$4.00
• Late file fee	\$25.00 (per file)
• ACH Returns	\$5.00 (per item)
• Notifications of Change	\$3.00 (per item)
• ACH File Deletion	\$5.00 (per file)
• PC Reach –software charge (if applicable)	\$195.00 (one time)
• PC Reach – Per user fee over the two free users	\$40.00 (per user)

ACH/Third Party Sender Services

• Monthly Origination Fee	\$30.00
• ACH Setup Fee	\$50.00 (one time)
• Per future-dated ACH originated debit/credit	\$0.15
• Per same-day ACH originated – credit	\$3.00
• Per same-day ACH originated – debit	\$4.00
• Late file fee	\$25.00 (per file)
• ACH Returns	\$5.00 (per item)
• Notifications of Change	\$3.00 (per item)
• ACH File Deletion	\$5.00 (per file)

Lockbox – Mailed Payment Capture

Wholesale

• Monthly Maintenance- Primary	\$100.00 (per initial box)
• Monthly Maintenance - Secondary	\$45.00 (per additional box)
• Deposit	\$0.40 (per deposit)
• Checks Processed*	\$0.075 (per check)
• Remittance Items*	\$0.085 (per remittance)
• Unprocessable Items	\$0.15 (per rejected pmt)
• Research	\$50.00 (per inquiry)
• Postage	Weighted or at Cost
• Box Rental Fee - Box Size 1	\$10.00 (each box)
• Box Rental Fee - Box Size 2	\$15.00 (each box)
• Box Rental Fee - Box Size 3	\$25.00 (each box)
• Box Rental Fee - Box Size 4	\$30.00 (each box)
• Box Rental Fee - Caller Box	\$130.00 (per caller service)
• Implementation	\$250.00 (per hour)

**Archive fees apply based on archive tier elected.*

• Data Entry – Numeric <i>Optional</i>	\$0.012 (per character keyed)
• Data Entry – Alphanumeric <i>Optional</i>	\$0.017 (per character keyed)
• Payee Verification - 1 to 10 <i>Optional</i>	\$25.00 (per box)
• Payee Verification - 11 to 49 <i>Optional</i>	\$50.00 (per box)
• Payee Verification - 50+ <i>Optional</i>	\$75.00 (per box)
• Batch Limit <i>Optional</i>	\$50.00 (per box batch limit)
• Input File Maintenance <i>Optional</i>	\$130.00 (per file)
Stop File Rejects <i>Optional</i>	\$0.15 (per pmt stopped)
Account Look Up <i>Optional</i>	\$0.50 (per pmt lookup attempt)
• Image File Maintenance <i>Optional</i>	\$125.00 (per file)
Image Transmission <i>Optional</i>	\$0.017 (per image transmitted)
• File Transmission <i>Optional</i>	\$6.00 (per file transmitted)
Item Transmission <i>Optional</i>	\$0.007 (per pmt transmitted)
• Custom File Transmission <i>Optional</i>	\$30.00 (per file transmitted)
Item Transmission <i>Optional</i>	\$0.007 (per pmt transmitted)
• Reports Archived <i>Optional</i>	\$3.00 (per report)
• Custom Reports <i>Optional</i>	\$65.00 (each report)
• Decisioning Maintenance <i>Optional</i>	\$75.00 (each setup)
Single Day Payment Decisioning <i>Optional</i>	\$0.35 (per check presented)
Multi Day Payment Decisioning <i>Optional</i>	\$0.40 (per check presented)
Payment Reject <i>Optional</i>	\$0.20 (per reject)
Reject Letter <i>Optional</i>	\$5.00 (per letter)
• Card Payment Reject Report <i>Optional</i>	\$300.00
Card Payment Processed <i>Optional</i>	\$0.40 (per credit card trans)
Card Payment Reject <i>Optional</i>	\$0.50 (per rejected trans)

Retail

• Monthly Maintenance- Primary	\$135.00 (per initial box)
• Monthly Maintenance - Secondary	\$65.00 (per additional box)
• Deposit	\$0.40 (per deposit)
• Payments Processed*	\$0.06 (per pmt processed)
• Unmatched Payments	\$0.015 (per pmt)
• Multi Payments	\$0.15 (per coupon)
• Check Only Payment	\$0.15 (per check)
• Check & List Payment	\$0.15 (per account listed)
• Remittance Items*	\$0.05 (per document captured)
• Unprocessables	\$0.15 (per rejected pmt)
• OCR Coupon Rejects	\$0.30 (per reject)
• Foreign Payments	\$0.15 (per reject)
• Research	\$10.00 (per inquiry)
• Postage	Variable based on size

**Archive fees apply based on archive tier elected.*

• Box Rental Fee - Box Size 1	\$10.00 (each box)
• Box Rental Fee - Box Size 2	\$15.00 (each box)
• Box Rental Fee - Box Size 3	\$25.00 (each box)
• Box Rental Fee - Box Size 4	\$30.00 (each box)
• Box Rental Fee - Caller Box	\$130.00 (per caller service)
• Implementation	\$250.00 (per hour)
• Data Entry – Numeric <i>Optional</i>	\$0.012 (per character keyed)
• Data Entry – Alphanumeric <i>Optional</i>	\$0.017 (per character keyed)
• Payee Verification - 1 to 10 <i>Optional</i>	\$25.00 (each box)
• Payee Verification - 11 to 49 <i>Optional</i>	\$50.00 (each box)
• Payee Verification - 50+ <i>Optional</i>	\$75.00 (each box)
• Batch Limit <i>Optional</i>	\$50.00 (per box batch limit)
• MICR Match <i>Optional</i>	\$0.005 (per matched pmt)
• Coupon MarkSense <i>Optional</i>	\$0.007 (per coupon detected)
• Same Day Processing <i>Optional</i>	\$0.10 (per transaction)
• Input File Maintenance <i>Optional</i>	\$130.00 (each file per month)
Stop File Rejects <i>Optional</i>	\$0.125 (per pmt stopped)
Account Look Up <i>Optional</i>	\$0.50 (per pmt lookup)
• Image File Maintenance <i>Optional</i>	\$125.00
Image Transmission <i>Optional</i>	\$0.017 (per image transmitted)
• File Transmission <i>Optional</i>	\$6.00 (per output/input file)
• Custom File Transmission <i>Optional</i>	\$175.00 (per file transmitted)
• Additional Reports <i>Optional</i>	\$6.50 (per report)
• Reports Archived <i>Optional</i>	\$3.00 (per report)
• Custom Reports <i>Optional</i>	\$65.00 (per report/month)
• Decisioning Maintenance <i>Optional</i>	\$75.00 (each setup per month)
Single Day Payment Decisioning <i>Optional</i>	\$0.35 (per check presented)
Multi Day Payment Decisioning <i>Optional</i>	\$0.40 (per check presented)
Payment Reject <i>Optional</i>	\$0.15 (per reject)
Reject Letter <i>Optional</i>	\$5.00 (per letter)
• Card Payment Reject Report <i>Optional</i>	\$300.00 (per month)
Card Payment Processed <i>Optional</i>	\$0.40 (per credit card trans)
Card Payment Reject <i>Optional</i>	\$0.50 (per rejected trans)
Lockbox – Onsite Payment Capture (Wholesale/Retail)*	
• Maintenance	\$115.00 (per setup)
• Deposit	\$0.40 (per deposit)
• Items	\$0.07 (per item scanned)
• Setup	\$150.00 (per scanner)

**Archive fees apply based on archive tier elected.*

Remote Deposit Capture Services*	
<ul style="list-style-type: none"> Monthly Maintenance <i>Includes first capture device or workstation</i>	\$50.00
<ul style="list-style-type: none"> Setup Fee 	\$75.00 (one time)
<u>Desktop</u>	
<ul style="list-style-type: none"> Scanning Workstation 	\$30.00 (per scanner workstation)
<ul style="list-style-type: none"> Deposits 	\$0.25 (per deposit)
<ul style="list-style-type: none"> Checks Processed 	\$0.08 (per check)
<ul style="list-style-type: none"> Remittance Captured 	\$0.10 (per item)
<u>Mobile</u>	
<ul style="list-style-type: none"> Devices 	\$4.00 (each device per month)
<ul style="list-style-type: none"> Deposits 	\$0.25 (per deposit)
<ul style="list-style-type: none"> Checks Processed 	\$0.20 (per check)
<ul style="list-style-type: none"> Remittance Captured 	\$0.10 (per item)
<ul style="list-style-type: none"> Auto-Generated Report <i>Optional</i> 	\$1.00 (per report)
<ul style="list-style-type: none"> Archive Research <i>Optional</i> 	\$215.00 (per request)
<ul style="list-style-type: none"> Data Entry Customization <i>Optional</i> 	\$250.00 (one time - per hour)
<ul style="list-style-type: none"> Customization <i>Optional</i> 	\$1,250.00 (one time - per setup)
*ARCH fees apply based on additional features/services selected.	
Account Reconciliation Services	
<ul style="list-style-type: none"> Full Reconciliation Service Monthly Maintenance 	\$80.00 (per acct)
<ul style="list-style-type: none"> Full Reconciliation Service Setup Fee 	\$30.00 (one time)
<ul style="list-style-type: none"> Partial Reconciliation Service Monthly Maintenance 	\$40.00 (per acct)
<ul style="list-style-type: none"> Partial Reconciliation Service Setup Fee 	\$20.00 (one time)
<ul style="list-style-type: none"> Partial Reconciliation Output Per Transmission 	\$15.00
<ul style="list-style-type: none"> Deposit Reconciliation Service Monthly Maintenance 	\$20.00 (per acct)
<ul style="list-style-type: none"> Deposit Reconciliation Setup Fee 	\$10.00 (one time)
<ul style="list-style-type: none"> Deposit Reconciliation Per Item 	\$0.05
<ul style="list-style-type: none"> Deposit Reconciliation Output Per Transmission 	\$15.00
Positive Pay	
<ul style="list-style-type: none"> Monthly Maintenance Fee 1st Account 	\$40.00
<ul style="list-style-type: none"> Monthly Maintenance Fee 2nd or More Accounts 	\$10.00 (per acct)
<ul style="list-style-type: none"> Positive Pay Per Issue Item 	\$0.02
ACH Fraud Blocker Services (monthly per account)	\$10.00
EDI Reporting Services (monthly per account)	\$25.00
BAI Reporting Services (monthly per account)	\$50.00

Federated Investment Sweep Service (monthly per account)	\$100.00
• Investment Sweep Setup Fee	\$25.00 (one time)
Repurchase Sweep Service (monthly per account)	\$100.00
• Investment Sweep Setup	\$25.00 (one time)
Deposit/Cash Sweep Service (monthly per account)	\$100.00
• Investment Sweep Setup	\$25.00 (one time)
Loan Sweep Services (monthly per account)	
• Two-Way Sweep	\$250.00
• One-Way Sweep – Loan to DDA	\$35.00
• One-Way Sweep – DDA to Loan	\$100.00
• Loan Sweep Setup Fee	\$25.00 (one time)
Cash Maximizer (monthly per setup)	\$300.00
• Investment Sweep Setup Fee	\$25.00 (one time)
Zero Balance Account / Target Balance Account Services	
• Monthly Maintenance Fee 1 st Account	\$25.00
• Monthly Maintenance Fee 2 nd or More Accounts	\$15.00
• Zero/Target Balance Sweep Setup Fee	\$25.00 (one time)
CD-ROM Statement Service	
• Monthly – First Account	\$25.00
• Monthly – Additional Accounts	\$2.50
• CD-ROM Duplicate Statement	\$15.00
• CD-ROM Per Image	\$0.03
Electronic Check Exchange (monthly per account)	
• Monthly Maintenance Fee	\$25.00
• Per Item Fee	\$0.05
Arvest Receivables Capture Hub (ARCH)	
• Maintenance	\$115.00
• Payment Archive - 1 Yr	\$0.014 (per pmt item)
• Remittance Archive - 1 Yr	\$0.008 (per remittance item)
• Payment Archive - 3 Yrs	\$0.017 (per pmt item)
• Remittance Archive - 3 Yrs	\$0.009 (per remittance item)
• Payment Archive - 5 Yrs	\$0.018 (per pmt item)
• Remittance Archive - 5 Yrs	\$0.009 (per remittance item)
• Payment Archive - 7 Yrs	\$0.02 (per pmt item)
• Remittance Archive - 7 Yrs	\$0.01 (per remittance item)

- Setup - No Extract \$150.00 (per customer setup)
- Setup - Single Channel \$300.00 (per customer setup)
- Setup - Multi Channel \$450.00 (per customer setup)
- Setup - Custom \$275.00 (per hour)

- Payment Upload File *Optional* \$150.00 (each monthly file)
- Extract File *Optional* \$7.50 (per file created)
- Extract File Images *Optional* \$0.015 (per image)

Cash Vault Services (monthly per account)

- Monthly Maintenance Fee Per Location \$5.00
- Monthly Advanced Credit Processing Per Safe \$40.00
- Per Safe Deposit \$1.80
- Per Standard Deposit \$1.50
- Per Deposit Adjustment \$10.00
- Per Standard Coin Bag Deposited \$1.50
- Per Non-Standard Coin Bag Deposited \$5.25
- Currency Deposited Per \$1000 \$1.00
- Coin Deposited Per Roll \$0.13
- Coin Deposited Per \$1000 \$1.20
- Per Standard Change Order \$7.50
- Per Non-Standard Change Order \$9.00
- Per Emergency Change Order \$20.00
- Per Standard Strap Ordered \$0.35
- Per Non-Standard Strap Ordered \$0.40
- Per Coin Roll Ordered \$0.10
- Per Coin Bag Ordered \$1.50

NOTES:








City of Nixa TMA 11.28.22 v3 (002)

Final Audit Report

2022-12-06

Created:	2022-12-06
By:	Shannon Humphrey (shumphrey1@arvest.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAANbDg-AJSokFWpykej7G0q4vDfLP0MPXJ

"City of Nixa TMA 11.28.22 v3 (002)" History

-  Document created by Shannon Humphrey (shumphrey1@arvest.com)
2022-12-06 - 8:48:16 PM GMT- IP address: 24.206.80.68
-  Document emailed to dmarler@arvest.com for signature
2022-12-06 - 8:49:56 PM GMT
-  Email viewed by dmarler@arvest.com
2022-12-06 - 9:20:01 PM GMT- IP address: 172.225.66.18
-  Signer dmarler@arvest.com entered name at signing as Darla Marler
2022-12-06 - 9:20:36 PM GMT- IP address: 174.243.35.38
-  Darla Marler (dmarler@arvest.com) has explicitly agreed to the terms of use and to do business electronically with ARVEST BANK OPERATIONS INC.
2022-12-06 - 9:20:38 PM GMT- IP address: 174.243.35.38
-  Document e-signed by Darla Marler (dmarler@arvest.com)
Signature Date: 2022-12-06 - 9:20:38 PM GMT - Time Source: server- IP address: 174.243.35.38
-  Agreement completed.
2022-12-06 - 9:20:38 PM GMT