STATE OF TEXAS §

§

COUNTY OF FORT BEND §

AGREEMENT FOR DEPOSITORY BANK SERVICES
PURSUANT TO RFP 20-074

THIS AGREEMENT is made and entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and **CADENCE BANK, N.A.** (hereinafter "Bank"), a national banking association organized and existing under the laws of the United States of America and authorized to conduct business in the State of Texas.

W I T N E S S E T H

WHEREAS, County desires that Bank provide depository Bank services, (hereinafter "Services") pursuant to **RFP 20-074**; and

WHEREAS, Bank represents that it is qualified and desires to perform the Services.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

Section 1. Scope of Services

A. General
   1. Bank shall faithfully perform all obligations accruing to it by law as the depository of County and all Services specified in this Agreement, including the Services described in the Attachments, in compliance with the terms and conditions of this Agreement and in compliance with the assurances, certifications, and all other statements made by Bank in its application for the Services funded under this Agreement .
   2. Bank shall render Services that comply with the conditions of, and meet or exceed the service requirements for, Exhibit A, RFP 20-074 Depository Bank Services Solicitation for Fort Bend County. Services shall be performed at the authorization or direction of the County Treasurer or the County Tax Assessor-Collector.
   3. Bank shall provide a specified point of contact, along with a back-up contact for communication on all day to day issues for Services provided under this Agreement.
   4. Bank shall provide County with an annual review of the County's use of Services under this Agreement and advise County of new banking services and benefits available from Bank. Bank shall work cooperatively with County to address changes in County banking needs that arise out of the implementation of new County computer systems.

5. Bank shall be subject to all state laws related to county depositories that exist now or during the Agreement period, including the provisions of TEX. LOC. GOV'T CODE ANN., Chapter 116 Depositories for County Public Funds and Chapter 117 Depositories For Certain Trust Funds and Court Registry Funds, as amended or recodified from time to time and TEX. GOV'T CODE ANN., ch. 2257, The Public Funds Collateral Act, as amended or recodified from time to time.
6. Bank shall perform all Services specified under this Agreement in compliance with all applicable banking statutes enacted by the Congress of the United States, all applicable federal banking rules or regulations promulgated by the Board of Governors of the Federal Reserve System and the Board of Directors of the Federal Deposit Insurance Corporation, and all applicable Texas banking statutes, including but not limited to all county depository statutes. Bank shall conform to all other laws, regulations and ordinances applicable to the performance of this Agreement.
7. Bank further agrees that County or its County auditors and its external independent auditor and any state and federal auditors identified by County where state or federal assistance is involved shall have reasonable access during normal working hours to any and all books, documents, papers, reports and records of Bank, which are directly pertinent to the Services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions, and to ascertain compliance with federal and state employment discrimination laws.
8. Bank shall perform all Services and activities under this Agreement in a professional manner, in accordance with the "ordinary care" standard of care for banks as described in the Uniform Commercial Code and in a prompt, efficient and timely manner.
9. At the termination of this Agreement, Bank shall turn over to its successor all funds, property, and other things of value coming into its possession as depository.
10. Bank shall be responsible and liable to the County for any errors or omissions committed by Bank in its performance under this Agreement. Bank shall resolve errors in a reasonable length of time and indemnify and hold County harmless as provided herein for investment revenue/earnings credit lost from the time of the error until the first day on which the lost funds can be invested after notification of resolution of the error is received by County. Bank shall indemnify County upon demand.
11. Bank shall provide documentation of compliance with Security requirements of Exhibit A and Exhibit B upon County's request and advise County promptly of any issue that would adversely affect Bank's ability to comply with this requirement.

B. Banking Services
1. Bank shall faithfully keep and account for all County funds which are deposited with Bank, including funds collected by the Tax Collector that are held in trust for the State of Texas and other taxing entities.
2. Bank shall establish collection and disbursement accounts into which all revenues pertaining to that account are deposited and all disbursements are made for any authorized purpose, including investment transactions. County shall provide the account styling and appropriate taxpayer identification to Bank for each account. Bank shall include the words "Fort Bend County" in the title of all accounts. Bank shall

maintain as related accounts all County depository and registry accounts through the Bank's account analysis or central information system. Bank shall verify that all new accounts are coded accurately after completed required documents are returned and accounts opened. Bank cannot combine, consolidate or merge any Accounts of the County unless otherwise authorized by the County.

3. Bank shall provide the following specific banking services in accordance with, and as described in, Exhibit B: Bank's Proposal: Depository Bank Services for Fort Bend County:
    a. Outsourced Disbursement Service;
    b. Payroll;
    c. Electronic payment processing service (egov payment portal);
    d. Check Reader and Check Guarantee (verify check);
    e. Foreign Exchange;
    f. Merchant Exchange; and
    g. Payroll Card.
4. Other Services detailed in Exhibit B but not specified in Section I B (3) will be made available on County's request and subject to the same terms and conditions of this Agreement.
5. Not later than 8:00 a.m. of each banking day, the Bank shall make available to County via computer terminal the daily ending ledger and collected balances of selected accounts for the banking day immediately preceding. Not later than 8:00 a.m. of each banking day, the Bank shall make available to the County the dollar amount of checks deposited by County with the Bank that were charged back to the County's account during the banking day immediately preceding. Not later than 10 banking days after the end of each calendar month, the Bank will furnish the County a separate monthly statement for each account showing overall activity to the account in the calendar month. The Bank will provide the County with a full reconciliation or a paid tape for each account as requested by the County. The bank will furnish the statement in paper form and in electronic file format acceptable to the County Auditor. Additionally, cancelled checks will be furnished to the County Auditor, (for specified accounts) via computer disc (CD), along with appropriate software to access the data. For other accounts, the Bank will fine sort checks in ascending numerical order. Each debit or credit item, other than for checks, deposits, wire transfers, investment transactions, charge backs, ACH items, interest credits, and adjustment items, shall be supported by a written memo identifying each item. An account analysis of the Bank's charges for operating the County's accounts shall also be provided by the Bank to the County each month not later than 15 banking days after the end of each calendar month to the County Auditor's Office.
6. The Bank will accept wire transfer deposits made by or on behalf of the County. Such deposits will be made to such accounts as the County may direct by computer, in writing or by telephone. Any deposit instructions given by telephone by the County will be confirmed by letter electronically mailed within the business day of the telephone instruction to the designated bank representative.

Section 2. Personnel

A. Bank represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Agreement and that Bank shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Scope of Services when and as required and without delays.

B. All employees of Bank shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Bank who, in the opinion of County, is incompetent or by his conduct becomes detrimental to the project shall, upon request of County, immediately be removed from association with the project.

Section 3. Compensation and Payment

A. Compensation to Bank shall be provided on a direct fee basis. Bank will provide an account analysis to County which will be considered an invoice for payment. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.

B. Bank will be compensated for the Services provided under this Agreement at the fee rate per unit for each service set out in the attached Exhibit C: Cadence Bank Best and Final Offer Statement Depository Bank Services Proposal No. R20-074, which Bank submitted in response to RFP 20-074. If there are no fees listed in Exhibit C or this Agreement for a particular service, Bank shall not charge County a fee for that service. If County requests additional services that are not addressed in this Agreement or the fee schedule in Exhibit C, Bank must negotiate an amendment to this Agreement that describes the services and details the fees payable for the additional service before any fees are payable for additional services.

C. Bank agrees to first apply any credit owed to County from the Earnings Credit Rate stated in Exhibit C against fees owed before issuing a demand for payment for any amount remaining owed after credits are applied.

Section 4. Modifications and Waivers

A. The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.

B. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition.

C. The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

Section 5. Term and Termination

A. The term of this Agreement is October 1, 2020 through September 30, 2024. Following the first two (2) years of the Agreement, pricing may be renegotiated pursuant to Section §116.021 of the Texas Local Government Code.

B. Termination for Convenience: County may terminate this Agreement at any time upon thirty (30) days written notice issued by County.

C. Termination for Default

1. County may terminate the whole or any part of this Agreement for cause in the following circumstances:

    a. If Bank fails to perform Services within the time specified in the Scope of Services or any extension thereof granted by the County in writing;

    b. If Bank materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.

2. If, after termination, it is determined by County that for any reason whatsoever that Bank was not in default, or that the default was excusable, Services may continue in accordance with the terms and conditions of this Agreement or the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with this Section.

D. Upon termination of this Agreement, County shall compensate Bank in accordance with Section 3, above, for those Services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Bank's final invoice for said Services will be presented to and paid by County in the same manner set forth in Section 3 above.

E. If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Bank.

Section 6. Ownership and Reuse of Documents

All documents, data, reports, research, graphic presentation materials, etc., developed by Bank as a part of its work under this Agreement, shall become the property of County upon completion of this Agreement, or in the event of termination or cancellation thereof, at the time of payment under Section 3 for work performed. Bank shall promptly furnish all such data and material to County on request.

Section 7. Inspection of Books and Records

Bank will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Bank for the purpose of verifying the amount of work performed under the Scope of Services. County's right to inspect survives the termination of this Agreement for a period of four years

Section 8. Insurance

A. Prior to commencement of the Services, Bank shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Bank shall provide certified copies of insurance endorsements and/or policies if requested by County. Bank shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Bank shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

1. Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

2. Employers' Liability insurance with limits of not less than $1,000,000 per injury by accident, $1,000,000 per injury by disease, and $1,000,000 per bodily injury by disease.

3. Commercial general liability insurance with a limit of not less than $1,000,000 each occurrence and $2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

4. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than $1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.

B. County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies written on behalf of Bank shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

C. If required coverage is written on a claims-made basis, Bank warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Agreement and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time the work under this Agreement is completed.

D. Bank shall not commence any portion of the work under this Agreement until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.

E. No cancellation of or changes to the certificates, or the policies, may be made without thirty (30) days prior, written notification to Fort Bend County.

F. Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of the Bank.

Section 9. Indemnity

BANK SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF BANK, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF BANK OR ANY OF BANK'S AGENTS, SERVANTS OR EMPLOYEES.

Section 10. Confidential and Proprietary Information

A. Bank acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Bank or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Bank shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Bank) publicly known or is contained in a publicly available document; (b) is rightfully in Bank's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Bank who can be shown to have had no access to the Confidential Information.

B. Bank agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Bank uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Bank shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Bank shall advise County immediately in the event Bank learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Bank will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Bank against any such person. Bank agrees that, except as directed by County, Bank will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Informationto any person, and that upon termination of this Agreement or at County's request, Bank will promptly turn over to County all documents, papers, and other matter in Bank's possession which embody Confidential Information.

C. Bank acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Bank acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.

D. Bank in providing all Services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

E. Bank expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 et seq., as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Bank shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

Section 11. Independent Contractor

A. In the performance of work or Services hereunder, Bank shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of Bank or, where permitted, of its subcontractors.

B. Bank and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

Section 12. Notices

A. Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).

B. Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County:	Fort Bend County Attn: County Judge 401 Jackson Street Richmond, Texas 77469
With a copy to:	Fort Bend County Attn: Treasurer 301 Jackson Street Suite 514 Richmond, TX 77469
Bank:	Cadence Bank, N.A. Attn: Katrina King, EVP Treasury Management 2800 Post Oak Boulevard, Suite 3800 Houston, TX 77056

C. Notice is effective only if the party giving or making the Notice has complied with the requirements of this Section and if the addressee has received the Notice. A Notice is deemed received as follows:

1. If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.

2. If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

Section 13. Compliance with Laws

Bank shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Bank shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

Section 14. Performance Warranty

A. Bank warrants to County that Bank has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Bank will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the highest professional standards.

B. Bank warrants to County that the Services will be free from material errors and will materially conform to all requirements and specifications required by this Agreement.

Section 15. Assignment and Delegation

A. Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights by Bank are prohibited under this subsection, whether they are voluntarily or involuntarily, without first obtaining written consent from County.

B. Neither party may delegate any performance under this Agreement.

C. Any purported assignment of rights or delegation of performance in violation of this Section is void.

Section 16. Applicable Law

The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right

to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.

Section 17. Successors and Assigns

County and Bank bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

Section 18. Third Party Beneficiaries

This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.

Section 19. Severability

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

Section 20. Publicity

Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall Bank release any material or information developed or received in the performance of the Services hereunder without the express written permission of County, except where required to do so by law.

Section 21. Captions

The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

Section 22. Conflict

In the event there is a conflict between this Agreement and the attached exhibits, priority shall be given as follows (from first to last):

First:	This document titled AGREEMENT FOR DEPOSITORY BANK SERVICES PURSUANT TO RFP 20-074	
Second:	Exhibit A:	RFP 20-074 Depository Bank Services Solicitation for Fort Bend County
Third:	Exhibit B:	Bank's Proposal: Depository Bank Services for Fort Bend County

Fourth: Exhibit C: Cadence Bank Best and Final Offer Statement Depository Bank Services Proposal No. R20-074

Section 23. Certain State Law Requirements for Contracts:

The contents of this Section are required by Texas Law and are included by County regardless of content.

A. Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: By signature below, Bank verifies Bank does not boycott Israel and will not boycott Israel during the term of this Agreement.

B. Texas Government Code Section 2251.152 Acknowledgment: By signature below, Bank represents pursuant to Section 2252.152 of the Texas Government Code, that Bank is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153

Section 24. Human Trafficking. BY ACCEPTANCE OF CONTRACT, BANK ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the____ day of_____, 2020.

Remainder left blank

Execution page follows

FORT BEND COUNTY

KP George, County Judge

ATTEST:

Laura Richard, County Clerk

APPROVED:

Bill Rickert
Fort Bend County Treasurer

CADENCE BANK, N.A.

Katrina King
Authorized Agent-Signature

Katrina King
Authorized Agent- Printed Name

EVP Treasury Mgt.
Title

9-14-20
Date

Exhibits:

Exhibit A:	RFP 20-074 Depository Bank Services Solicitation for Fort Bend County
Exhibit B:	Bank's Proposal: Depository Bank Services for Fort Bend County
Exhibit C:	Cadence Bank Best and Final Offer Statement Depository Bank Services Proposal No. R20-074

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of $_____to accomplish and pay the County's obligation under this contract.

Robert Edward Sturdivant, County Auditor

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Exhibit A:

RFP 20-074 Depository Bank Services Solicitation for Fort Bend County

Fort Bend County, Texas
Request for Proposals

Depository Bank Services
for Fort Bend County
RFP 20-074

SUBMIT PROPOSALS TO:

Fort Bend County
Purchasing Department
Travis Annex
301 Jackson, Suite 201
Richmond, TX 77469

Note: All correspondence must include the term "Purchasing Department" in address to assist in proper delivery

SUBMIT NO LATER THAN:

Tuesday, June 23, 2020
2:00 PM (Central)

MARK ENVELOPE:

RFP 20-074
Depository Bank Services

ALL RFPs MUST BE RECEIVED IN AND TIME/DATE STAMPED BY THE PURCHASING OFFICE OF FORT BEND COUNTY ON OR BEFORE THE SPECIFIED TIME/DATE STATED ABOVE.

RFPs RECEIVED AS REQUIRED WILL THEN BE OPENED AND NAMES PUBLICLY READ.

RFPs RECEIVED AFTER THE SPECIFIED TIME, WILL BE RETURNED UNOPENED.

Results will not be given by phone.
Results will be provided to bidder in writing after Commissioners Court award.

Requests for information must be in writing and directed to:
Jaime Kovar
Interim County Purchasing Agent
Jaime.Kovar@fortbendcountytx.gov

Vendor Responsibilities:

- Download and complete any addendums. (Addendums will be posted on the Fort Bend County website no Later than 48 hours prior to bid opening)
- Submit response in accordance with requirements stated on the cover of this document.
- DO NOT submit responses via email or fax.

Prepared: 05/30/2020
Issued: 06/01/2020

COUNTY PURCHASING AGENT
Fort Bend County, Texas

Vendor Information

Jaime Kovar
Interim County Purchasing Agent
Office (281) 341-8640

Legal Company Name (top line of W9)		
Business Name (if different from legal name)		
Federal ID # or S.S. #	DUNS #	
Type of Business	☐ Corporation/LLC ☐ Partnership ☐ Sole Proprietor/Individual ☐ Tax Exempt Organization	Age in Business?
Publicly Traded Business	☐ No ☐ Yes Ticker Symbol _____	
Remittance Address		
City/State/Zip		
Physical Address		
City/State/Zip		
Phone/Fax Number	Phone: _____ Fax: _____	
Contact Person		
E-mail		
Check all that apply to the company listed above and provide certification number.	DBE-Disadvantaged Business Enterprise ☐ **Certification #** _____ SBE-Small Business Enterprise ☐ **Certification #** _____ HUB –Texas Historically Underutilized Business ☐ **Certification #** _____ WBE-Women's Business Enterprise ☐ **Certification #** _____	
Company's gross annual receipts	<$500,000 ☐	$500,000-$4,999,999 ☐
	$5,000,000-$16,999,999 ☐	$17,000,000-$22,399,999 ☐
	>$22,400,000 ☐	
NAICs codes (Please enter all that apply)		
Signature of Authorized Representative		
Printed Name		
Title		
Date		

THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE

1.0 SCOPE OF WORK:

1.1 Fort Bend County, Texas (hereafter referred to as the ("County") seeks Proposals ("Proposals or RFP") from qualified banking institutions for depository bank services ("Project") to include depository, disbursement, lockbox, Automated Clearing House (ACH), wire transfer, electronic banking, information reporting and investment custodial services. Respondents must offer a proposal that will meet the scope of services, qualifications and general description of work activities identified in the RFP.

1.2 This RFP describes FBC's current operations based on technology that has been implemented or that the County is moving toward. During the term of the depository contract, the County expects to evolve along with the financial industry and apply new technologies to the County's operations. It will be advantageous to the County if its depository bank provides fee schedules, incentives, supplies, and services that are designed to increase and decrease as technologies are implemented. Furthermore, FBC is interested in knowing whether the applicant will offer any level of consulting services that would support the County's education about and research into new technologies in the financial services industry that can make the County's banking operations more efficient during the term of this Agreement.

1.3 During its review of the RFP's, the County reserves the right to request additional information and to meet with a vendor's representatives to discuss and/or request clarifications of items submitted in the application.

2.0 GUIDELINES:

By virtue of submitting a proposal, interested parties are acknowledging:

2.1 The County reserves the right to reject any or all proposals if it determines that select proposals are not responsive to the RFP. The County reserves the right to reconsider any proposal submitted at any phase of the procurement. It also reserves the right to meet with select Respondents at any time to gather additional information. Furthermore, the County reserves the right to delete or add scope up until the final contract signing.

2.2 All Respondents submitting proposals agree that their pricing is valid for a minimum of ninety (90) days after proposal submission to the County. Furthermore, the County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, proposal prices shall not include taxes.

2.3 This Proposal does not commit the County to award nor does it constitute an offer of employment or a contract for services. Costs incurred in the submission of this proposal, or in making necessary studies or designs for the preparation thereof, are the sole responsibility of the Respondents. Further, no reimbursable cost may be

incurred in the anticipation of award. Proposals containing elaborate artwork, expensive paper and binding and expensive visual or other presentations are neither necessary nor desired.

2.4 In an effort to maintain fairness in the process, all inquiries concerning this procurement are to be directed only to the County's Purchasing Agent in writing. Attempts to contact any members of the County's Commissioners' Court or any other County employee to influence the procurement decision may lead to immediate elimination from further consideration.

2.5 When responding to this Proposal, follow all instructions carefully. Submit proposal contents according to the outline specified and submit all hard copy and electronic documents according to the instructions. Failure to follow these instructions may be considered a non-responsive proposal and may result in immediate elimination from further consideration.

3.0 PROPOSAL CONTACT:

This Proposal is being issued by the County Purchasing Agent on behalf of Fort Bend County, Texas. Thus, responses should be directed to the Assistant Purchasing Agent, as outlined below. **Respondents are specifically directed NOT to contact any County personnel for meetings, conferences or technical discussions that are related to this Proposal other than specified herein. Unauthorized contact of any County personnel will likely be cause for rejection of the Respondent's proposal. All communications regarding the Proposal shall be directed to the County's Proposal Contact.** Communication with the Proposal Contact is permitted via email, facsimile, or written correspondence.

PROPOSAL CONTACT:

Jaime Kovar
Interim County Purchasing Agent
Fort Bend County Travis Annex
301 Jackson, Suite 201
Richmond, Texas 77469
Jaime.Kovar@fortbendcountytx.gov

4.0 SUBMISSION REQUIREMENTS:

4.1 Submission requirements: one (1) original proposal, five (5) paper copies, and one (1) electronic response on CD or flash drive are required by RFP opening time of 2:00 PM on Tuesday, June 23, 2020. CD or flash drive must contain only one (1) file in PDF format and must match written response identically. Failure to provide proper CD or flash drive is cause for disqualification. Proposal shall be submitted to the address shown below. Proposal shall be signed, in ink, by a person having the authority to bind the firm in a contract.

Fort Bend County	Proposal Number: R20-074
Purchasing Department	Due Date: Tuesday, June 23, 2020
301 Jackson, Suite 201	Time: 2:00 PM (CST)
Richmond, Texas 77469	For: Depository Bank Services

4.2 Respondents may submit their proposal any time prior to the Opening Date and time. The Respondent's name and address as well as a distinct reference to the Proposal number above shall be marked clearly on the submission. All proposals are time-stamped upon receipt and are securely kept, unopened, until the Opening Date. No responsibility will attach to the County, or any official or employee thereof, for the pre-opening of, post-opening of, or the failure to open a proposal not properly addressed and identified. No oral, telegraphic, telephonic, or facsimile proposals will be considered.

4.3 Proposals may be modified or withdrawn prior to the established opening date by delivering written notice to the proposal contact. Any alteration made prior to opening date and time shall be initialed by the signer of the proposal, guaranteeing authenticity.

4.4 Proposals time-stamped after the due date and time will not be considered and will be returned to the Respondent unopened. Regardless of the method used for delivery, respondents shall be wholly responsible for the timely delivery of submitted proposals.

4.5 The Respondent's name and address shall be clearly marked on all copies of the proposal.

5.0 INCURRED COSTS:

Those submitting proposals do so entirely at their expense. There is no expressed or implied obligation by the County to reimburse any individual or firm for any costs incurred in preparing or submitting proposals, for providing additional information when requested by the County or for participating in any selection interviews, including discovery (pre-contract negotiations) and contract negotiations.

6.0 ACCEPTANCE:

6.1 Submission of any proposal indicates a Respondent's acceptance of the conditions contained in this Proposal unless clearly and specifically noted otherwise in their proposal.

6.2 Furthermore, the County is not bound to accept a proposal on the basis of lowest price, and further, the County has the sole discretion and reserves the right to cancel this Proposal, to reject any and all proposals, to waive any and all informalities and or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the County's best interests. The County reserves the right to

accept or reject any or all of the items in the proposal, and to award the contract in whole or in part and/or negotiate any or all items with individual Respondents if it is deemed in the County's best interest.

6.3 Although Fort Bend County desires to negotiate toward a contract with a selected Respondent, the Commissioners' Court may award the contract on the basis of the initial proposals received, without discussions. Therefore, each initial proposal should contain the Respondent's best terms.

7.0 INTERPRETATIONS, DISCREPANCIES, AND OMISSIONS:

7.1 It is incumbent upon each potential Respondent to carefully examine these specifications, terms, and conditions. Should any potential Respondent find discrepancies, omissions or ambiguities in this Proposal, the Respondent shall at once request in writing an interpretation from the County's Proposal Contact. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information shall be made in writing via e-mail only to the County's Proposal Contact, as specified in Section 3.0. Deadline for submission of questions and/or clarification is no later than **Monday, June 15, 2020 at 10:00 AM. (central).** Requests received after the deadline will not be responded to due to the time constraints of this Proposal process.

7.2 The issuance of a written addendum is the only official method by which interpretation, clarification or additional information will be given by the County. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarification will be without legal effect. If it becomes necessary to revise or amend any part of this Proposal, notice will be given by the County Purchasing Agent to all prospective Respondents who were sent a Proposal. The Respondent in their proposal shall acknowledge receipts of amendments. Each Respondent shall ensure that they have received all addenda and amendments to this Proposal before submitting their proposals.

8.0 TENTATIVE SCHEDULE:

Release of RFP:	June 1, 2020
Deadline for Questions:	June 15, 2020
Submission Due Date:	June 23, 2020
Evaluation of Submissions:	Week of June 29th
Commissioners Court Permission to Negotiate:	July 14, 2020
Negotiations:	July 14, 2020
Final Contract Approval Commissioners Court:	August 25, 2020

9.0 PRE-RFP CONFERENCE:

There is no RFP schedule for this project.

10.0 RETENTION OF RESPONDENT'S MATERIAL:

The County reserves the right to retain all proposals regardless of which response is selected. All proposals and accompanying documents become the property of the County.

11.0 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION:

By submission of a proposal, each Respondent certifies, that in connection with this procurement:

11.1 The prices in this proposal have been arrived at independently, without consultation, communication, or agreement with any other Respondent; with any competitor; or with any County employee(s) or consultant(s) for the purpose of restricting competition on any matter relating to this Proposal.

11.2 Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Respondent and will not knowingly be disclosed by the Respondent prior to award directly or indirectly to any other Respondent or to any competitor; and;

11.3 No attempt has been made or will be made by the Respondent to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

12.0 ASSIGNMENT:

The Respondent may not sell, assign, transfer or convey the contract resulting from this Proposal, in whole or in part, without the prior written approval from Fort Bend County Commissioners' Court.

13.0 CONFIDENTIAL MATTERS:

13.1 All data and information gathered by the Respondent and its agents, including this Proposal and all reports, recommendations, specifications, and data shall be treated by the Respondent and it's agents as confidential. The Respondent and it's agents shall not disclose or communicate the aforesaid matters to a third party or use them in advertising, publicity, propaganda, and/or in another job or jobs, unless written consent is obtained from the County.

13.2 Proposals will only be publicly received and acknowledged only so as to avoid disclosure of the contents to competing Respondents and kept secret during negotiation. However, all proposals shall be open for public inspection after the contract is awarded. Trade secrets and any material that is considered to be

confidential information contained in the proposal and identified by Respondent as such will be treated as confidential to the extent allowable in the Open Records Act.

14.0 LIMITS OF SUBCONTRACTORS:

14.1 The County has approval rights over the use and/or removal of all subcontractors and/or vendor(s). Subcontractors shall conform to all County policies.

14.2 Any dispute between the Respondent and subcontractors, including any payment dispute, will be promptly remedied by the Respondent. Failure to promptly remedy or to make prompt payment to subcontractor may result in the withholding of funds from the Respondent by the County for any payments owed to the subcontractor.

15.0 JURISDICTION, VENUE, CHOICE OF LAW:

This Proposal and any contract resulting there from shall be governed by and construed according to the laws of the State of Texas. Should any portion of any contract be in conflict with the laws of the State of Texas, the State laws shall invalidate only that portion. The remaining portion of the contract(s) shall remain in effect. Any lawsuit shall be governed by Texas law and Fort Bend County, Texas shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Proposal process and resulting Agreements.

16.0 INDEPENDENT CONTRACTOR:

The Respondent is an independent contractor and no employee or agent of the Respondent shall be deemed for any reason to be an employee or agent of the County.

17.0 AMERICANS WITH DISABILITIES ACT (ADA)

Proposals shall comply with all federal, state, county, and local laws concerning this type of products/service/equipment/project and the fulfillment of all WCAG 2.2, Level 2 web content accessibility guidelines.

18.0 DRUG-FREE WORKPLACE:

All Respondents shall provide any and all notices as may be required under the Drug-Free Workplace Act of 1988, 28 CFR Part 67, Subpart F, to their employees and all sub-contractors to insure that the County maintains a drug-free workplace.

19.0 PERFORMANCE AND PAYMENT BOND:

No performance nor payment bond is required for this project.

20.0 POWER OF ATTORNEY:

An attorney-in-fact who signs a bid bond, performance bond or payment bond must file with each bond a certified and effectively dated copy of his or her power of attorney.

21.0 TEXAS ETHICS COMMISSION FORM 1295:

21.1 Effective January 1, 2016 all contracts executed by Commissioners Court, regardless of the dollar amount, will require completion of Form 1295 "Certificate of Interested Parties", per the new Government Code Statute §2252.908. All firms submitting a response to a formal Bid, RFP, SOQ or any contracts, contract amendments, renewals or change orders are required to complete the Form 1295 online through the State of Texas Ethics Commission website. Please visit:
https://www.ethics.state.tx.us/File/

21.2 On-line instructions:

21.2.1 Name of governmental entity is to read Fort Bend County.

21.2.2 Identification number use: RFP 20-074

21.2.3 Description is: Depository Bank Services

21.3 Highest evaluated vendor will be required to provide the Form 1295 within three (3) calendar days from notification; however, if your company is publicly traded you are not required to complete this form.

22.0 INSURANCE:

22.1 All respondents must submit, with RFP, a current certificate of insurance indicating coverage in the amounts stated below. In lieu of submitting a certificate of insurance, respondents may submit, with RFP, a notarized statement from an Insurance company, authorized to conduct business in the State of Texas, and acceptable to Fort Bend County, guaranteeing the issuance of an insurance policy, with the coverage stated below, to the firm named therein, if successful, upon award of this Contract. Failure to provide current insurance certificate or notarized statement will result in disqualification of submittal.

22.2 At contract execution, contractor shall furnish County with properly executed certificates of insurance, which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form (or a Claims Made form for Professional Liability

insurance) from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

22.2.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

22.2.2 Employers' Liability insurance with limits of not less than $1,000,000 per injury by accident, $1,000,000 per injury by disease, and $1,000,000 per bodily injury by disease.

22.2.3 Commercial general liability insurance with a limit of not less than $1,000,000 each occurrence and $2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

22.2.4 Professional Liability insurance may be made on a Claims Made form with limits not less than $1,000,000.

22.3 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (Medical Malpractice) Insurance. All Liability policies including Workers' Compensation written on behalf of contractor, shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

22.4 If required coverage is written on a claims-made basis, contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning from the time that work under the agreement is completed.

23.0 INDEMNIFICATION:

Respondent shall save harmless County from and against all claims, liability, and expenses, including reasonable attorney's fees, arising from activities of Respondent, its agents, servants or employees, performed under this agreement that result from the negligent act, error, or omission of Respondent or any of Respondent's agents, servants or employees.

23.1 Respondent shall timely report all such matters to Fort Bend County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month; provide Fort Bend County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of Fort Bend County required by Respondent in the defense of each matter.

23.2 Respondent's duty to defend, indemnify and hold Fort Bend County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of any contract unless otherwise agreed by Fort Bend County in writing. The provisions of this section shall survive the termination of the contract and shall remain in full force and effect with respect to all such matters no matter when they arise.

23.3 In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Respondent, Respondent shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Respondent are not at issue in the matter.

23.4 Respondent's indemnification shall cover, and Respondent agrees to indemnify Fort Bend County, in the event Fort Bend County is found to have been negligent for having selected Respondent to perform the work described in this request.

23.5 The provision by Respondent of insurance shall not limit the liability of Respondent under an agreement.

23.6 Respondent shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the area where work will be performed under this request, to agree to indemnify Fort Bend County and to hold it harmless from all claims for bodily injury and property damage that arise may from said Respondent's operations. Such provisions shall be in form satisfactory to Fort Bend County.

23.7 Loss Deduction Clause - Fort Bend County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Respondent and/or trade contractor providing such insurance.

24.0 NO FEE ACCOUNTS:

24.1 PASSBOOK SAVINGS ACCOUNTS: FBC will have accounts established to hold narcotic forfeitures having pending cases in the courts in FBC. These monies do not belong to FBC but to defendants awaiting their cases to be deposed in the court. No fees may be charged against these accounts due to the ownership of the funds.

24.2 COUNTY CLERK REGISTRY FUNDS: These monies do not belong to FBC but to various parties awaiting their cases to be deposed in the court. No fees may be charged against these accounts due to the ownership of the funds. These funds are withdrawn immediately upon deposit and invested in a Local Government

Investment Pool. A court order is not required to deposit or withdrawal funds. These funds may earn interest.

24.3 COUNTY CLERK CASH BONDS: These monies do not belong to FBC but to defendants awaiting their cases to be deposed in the court. No fees may be charged against these accounts due to the ownership of the funds and will earn NO INTEREST.

24.4 DISTRICT CLERK REGISTRY FUNDS: These monies do not belong to FBC but to various parties awaiting their case disposition and/or reaching the age of majority, or age specified in the final judgment. These funds may be released to a party in whole or in part. (Funds are often ordered released for medical costs and school clothes and books.) No fees may be charged against these accounts due to the ownership of the funds. These funds are withdrawn immediately upon deposit and invested in a Local Government Investment Pool. (We use MBIA as a pass - through account) A court order is required to deposit and/or withdraw these funds. These funds may earn interest.

24.5 DISTRICT CLERK CASH BONDS: These monies do not belong to FBC (unless forfeited through bond forfeiture proceedings), but to the defendant awaiting the disposition of their case by the District Court. Additional, cash bond monies are collected in civil cases with Temporary Restraining Orders and/or Protective Orders and can be awarded to either party in a civil case. Lastly, cash bonds are paid in family law cases by the respondent and are most often awarded to the petitioner (through the Child Support Disbursement Unit in San Antonio) for the payment of past due child support. No fees may be charged against these accounts due to the ownership of the funds and the funds will earn NO INTEREST.

25.0 CONTRACT TERM/EXPIRATION/TERMINATION:

25.1 The term of this contract is **October 1, 2020 through September 30, 2024.** Following the first two (2) years of the Agreement between Fort Bend County and the awarded vendor, pricing may be renegotiated pursuant to section §116.021 of the Texas Local Government Code.

25.2 Fort Bend County may consider one (1) two (2) year renewal option (through September 30, 2026) under the same terms and conditions. Renewal is subject to approval by Fort Bend County Commissioners Court. Once renewal option is exhausted, the contract must be resolicited. FBC reserves the right to resolicit at any time as is in its best interest and is not automatically bound to renew.

25.3 In the event services end by either contract expiration or termination, it shall be incumbent upon the vendor to continue services, if requested by FBC Purchasing, until new services can be completely operational. The vendor acknowledges its responsibility to cooperate fully with the replacement vendor and FBC to ensure a smooth and timely transition to the replacement vendor. Such transitional period shall not extend more than ninety (90) days beyond the expiration/termination date

of the contract, or any extension thereof. The vendor shall be reimbursed for services during the transitional period at the rate in effect when the transitional period clause is invoked by FBC. During any transition period, all other terms and conditions of the agreement shall remain in full force and effect as originally written.

25.0 GOOD FAITH GUARANTEE:

Bank must submit a certified cashier's check for $2,732,312.00 (one-half of 1 percent of the County's audited total revenue for 2019 of $546,462,491) payable to Fort Bend County as a guarantee of good faith. The check will be held by the County until the Managing Bank is selected and the securities have been pledged.

26.0 SECURITY

26.1 Within fifteen (15) days after the selection of the Depository Bank, the bank so selected shall qualify thereof as provided by law. At the beginning or anytime during the term of the contract, Fort Bend County may select the Irrevocable Standby Letter of Credit and/or the securities to pledge contract, in any combination, provided for under Texas Local Government Code Ann. Chapter 116, as the method of securing the funds of the County.

The County believes that the most effective form of collateral will likely be a combination of the Irrevocable Standby Letter of Credit from the Federal Home Loan Bank and Securities. Each applicant should include a description of the collateral it would propose. The bank selected as Depository Bank will execute within the time prescribed by law (1) a securities pledge contract accompanied by securities as hereinafter specified, or (2) an Irrevocable Standby Letter of Credit issued by a Federal Home Loan Bank as allowed under the Public Funds Investment Act, Section 2256.009, or (3) both such securities pledge contract and Irrevocable Standby Letter of Credit. If both such securities pledge contract and Irrevocable Standby Letter of Credit are executed, the applicant will maintain, at all times during the term of the depository contract, the value of the pledged securities plus the amount of the Irrevocable Standby Letter in an aggregate equal to, or in excess of the amount of deposits (See Attachment l.). Whenever there shall accrue to the County funds in the County Depository in excess of the amount of securities and/or Irrevocable Standby Letter so pledged. The Depository Bank shall immediately pledge additional securities and/or Irrevocable Standby Letter in an amount sufficient to secure the increased deposits. When the County funds in a depository shall be reduced below the amount of the Irrevocable Standby Letter and/or securities pledged. The Depository Bank may withdraw such excess.

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

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

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

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

26.6 Following approval of the Irrevocable Standby Letter of Credit and/or the securities pledge contract by the Commissioners Court, an Order will be entered by the Commissioners Court designating the applicant selected as the Depository Bank for the funds of the County for the period ending sixty (60) days after the time fixed for the next selection of depository.

26.7 The Depository Bank is to collect all checks, drafts, and demands for money deposited with it, by or on behalf of the County. No exchange fees are to be paid by the County for remittances of interest and principal on bonds to paying agencies.

26.8 SUMMARY OF PLEDGE REQUIREMENTS: The amount of the Irrevocable Standby Letter of Credit and/or the securities pledge contract required for the Depository Bank is approximately 500 Million and No dollars ($500,000,000.00).

27.0 SPECIFICATIONS:

The County intends to designate a depository bank or banks which will provide general banking services, including the establishment of investment sweep accounts, processing of direct deposit, electronic funds transfer, electronic data interchange and "remittance-processing" (lockbox). Lockbox and lockbox services must be located within 50 miles of Fort Bend County. The depository bank will locally process all lockbox remittances for the County.

27.1 Depository

27.1.1 The County currently has one hundred nineteen (119) interest-bearing accounts and twenty (6) non-interest bearing accounts and one (1) Controlled Disbursement account. Additional accounts may be opened at any time. The earnings credit on the non-interest bearing accounts shall apply against the monthly service charges for other bank services.

27.1.2 The Depository Bank will transfer ending daily ledger balances in the accounts designated by the County to a Money Market Mutual Fund, selected by the County, which meets the requirements of Texas Government Code Ann. Chapter 2256.

27.1.3 Pertinent information about these accounts is provided in Exhibit C. The previous day's ending ledger, collected and sweep account balances will be accessible by 8:00 o'clock a.m. each business day via computer terminal.

27.1.4 The County will make deposits to the accounts at various times during the business day and will require the Depository Bank to give the same day ledger credit on deposits the bank receives before 4:00 o'clock p.m.

27.1.5 Depository Bank will have all departments work with the Fort Bend County Tax Assessor-Collector and their various departments daily during tax season to verify incoming and outgoing funds for investment purposes. This will be done without a cost to the County.

27.1.6 The level of available funds in all accounts will be determined by the Federal Reserve's most current availability schedule.

27.2 Positive Pay and Automated Clearing House (ACH) Positive Pay: The County requires the Depository Bank to provide all Positive Pay Services and Fraud prevention products to the County. All reports sent by the Depository will be sent to the various County Departments via Secure File Transmission and be able to receive web-based file transmissions. Any services that will assist the County in securing public funds in accounts will be mandatory. At a minimum, values to be compared are the account number, check number, date, amount, and payee.

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

27.4 Reconciliation: The County requires the Depository Bank to have the ability to download debits and credits via a website on a daily and/or monthly basis identified by the type of transaction and in a format acceptable to the County. The Depository Bank must have the ability to identify adjustments by type of transaction (proof, vault, return item, etc.) and relate to both the location and original deposit and this must be on balance reporting and bank statements. The Depository Bank will have the ability to provide ARP/Positive Pay reports in print and/or electronic formats. The Depository Bank will provide an indexed image file of returned, outstanding, and cleared checks. The Depository Bank will also provide an account reconciliation report.

27.5 Electronic Data Interchange Services (EDI): Currently, Fort Bend County is receiving remittance detail via EDI services. Include this service in response.

27.6 Wire / Automated Clearing House (ACH) Transfers: The Depository Bank will provide services that allow the County to initiate and transmit transfers via PC and web-based applications. The Depository Bank shall maintain wire transfer facilities to the Federal Reserve Bank for investment purchases or sales and other transactions with financial institutions. Subsequent written and/or online confirmation of such wire and ACH transactions will be provided to the County. To guard against electronic fraud, the Bank must provide the County an ACH blocking service to filter electronic debits and allow only those authorized by the County. The bank must provide the County with the ability to restrict outgoing wire transfers to only those authorized.

27.7 Account Maintenance:

27.7.1 Statements: Monthly paper and/or electronic bank statements showing overall activity to the County's accounts in a calendar month shall be provided no later than ten (10) business days for paper statements and one (1) business day for electronic statements following the end of each month. The Depository Bank will provide the County with a full reconciliation for specified accounts or a Partial Reconciliation for certain other accounts in electronic and paper formats. Wire transfers shall be supported by transaction details identifying such items on Balance Reporting. Each month the Depository Bank shall prepare individual account analysis. All charges shall be in conformity with those specified in the agreement. Account analysis shall be provided each month no later than fifteen (15) days following the end of a calendar month to the Fort Bend County Office of Financial Management. Account analysis will be available in downloadable spreadsheets and paper formats.

27.7.2 Resource Personnel: The Depository Bank shall assign local personnel who will be available to answer questions pertaining to transactions that require detailed explanation and a Depository Bank officer(s) with overall responsibility for the accounts shall be assigned. Assigned Bank personnel must be available for phone calls, web conferencing, and in-person meetings as required by Fort Bend County.

27.8 Printing: As an optional service, the Depository Bank will provide custom laser printed check stock, debit/transfer slips and deposit slips in conformity with the County's specifications.

27.9 Safekeeping: Texas Local Government Code §116.051, et seq., requires that the Depository Bank shall provide for the care, safekeeping and custody of securities in which the sinking funds, for the redemption and payment of outstanding bonds, may be invested. Such sinking funds may be invested in authorized investments in

accordance with Texas Local Government Code Ann. §116.051. Following the qualification of the Depository Bank, such securities, if any, are to be delivered to the Depository Bank for safekeeping within fifteen (15) days. Each sinking fund should have a separate safekeeping account. When any securities owned by the County (other than those provided for in the preceding paragraph) are placed in the Depository Bank, it shall provide for the care, safekeeping and custody of such other securities. Access to these securities is to be permitted only by Order of the Commissioners Court and in the presence of an authorized representative of the Depository Bank, the County Auditor, and the County Treasurer. Safekeeping receipts will be available via web site or e-mailed within five business days of the transaction date. The Custody Services Agreement (Exhibit D) will be included in the agreement between Fort Bend County and the vendor.

27.10 Vault Services Coin Currency: The Depository Bank will provide local vault services for coin and currency deposits or utilize a third party that is local and will contract with armored car service along with County to transport coin and currency deposits from various departments within the County. The Depository Bank will process all coins and currency deposited by the County on a same day credit basis. If Remote Lockbox is utilized, the Depository Bank will provide a Virtual Vault alternative that may be utilized. The Depository Bank will provide a solution for handeling and counting large quantities of seized funds (forfeitures, drug, etc.) within near proximity, preferably in Fort Bend County during banking hours with short notice.

27.11 Payroll, Debit and Stored Value Cards: As an optionional service the Depository Bank will have the ability to provide payroll, debit and stored-value cards.

27.12 Stop Payments and Voids: The Depository Bank will have the ability to accept web-based stop payment orders and voids. Stop payments will remain in effect for a period of twelve (12) months. The Depository Banks electronic access system will allow for searches, deletions and adjustments.

27.13 Investment Sweep Accounts: The Commissioners Court will contract with the Depository Bank with respect to the payment of interest on investment sweep accounts at such lawful rate or rates contained in the agreement of the bank selected as the Depository Bank. Interest will be earned on the daily collected balance and such daily collected balance shall be determined by using the most current Federal Reserve availability schedule. Accounts will be set up on a calendar month basis and the interest earned shall be credited to the respective County accounts on the last business day of the month.

27.14 Self-Directed Investments: The County reserves the right to withdraw, from time to time, any amount of funds of the County that are deposited in any County Depository Bank and to invest those funds in investments allowed by the Public Funds Investment Act and the County's Investment Policy.

27.15 Check Reader and Check Guarantee: The County requires check reading equipment to work with credit card terminals to perform check guarantee services.

27.16 Remittance Processing (Lockbox and eLockbox): The Depository Bank must have a Retail and Wholesale facility within 50 miles of Fort Bend County to process all lockbox needs for all Fort Bend County Entities. The local lockbox facility must have equipment that is able to process ten thousand (10,000) pieces of mail per day or more and must be staffed accordingly. A brief description of the physical location of the lockbox facility and the type of equipment the bank utilizes to process documents is required. See Attachments r and u for detailed requirements for Fort Bend County remittance processing (lockboxes).

27.17 Online Payment Web Service: The Depository Bank will provide a Customized Online Payment Solution that will support multiple platforms, allowing for modification by any Fort Bend County entity. This development will be at no cost to the County.

27.18 Endorsement: The Depository Bank shall apply the following endorsement to each remittance "(Bank Name) Credited to the Account of the Within Named Payee Absence of Endorsement Guarantee".

27.19 Returned Check Online: The Depository Bank will provide an online reporting system to monitor Return items to the County. In the event a check is returned unpaid because of "Insufficient Funds" or "Uncollected Funds," the Bank will redeposit the check once, or, if directed, process as a "RCK" item. If a redeposit is not possible, such as when the account is closed or if the check is returned unpaid a second time, the Bank will forward the check with a debit advice to the applicable Fort Bend County Office. The Depository Bank will provide a daily electronic data file of returned items.

27.20 Expense Handling: The Depository Bank will include any returned check charges and postage due charges in its monthly invoice of lockbox charges. There shall be no debits to any account other than for the amount of a returned check.

27.21 Adjustment Correction Procedures: The Depository Bank must provide the Fort Bend County lockbox requesting Office with the name, address, and phone number of a "Person to Contact." This person(s) must be available during working hours. Correspondence and telephone inquiries will be directed to this person(s) concerning day-to-day processing irregularities.

27.22 Outsourced Disbursement Services: The Depository Bank will have the ability to provide check outsourcing services.

27.23 Remote Deposit Check 21 Services: The Depository Bank will have the ability to provide remote deposit services. The Depository Bank will have the ability to provide a remote lockbox service that will provide Check 21 services as well as

system data and image file services that can be utilized to upload in the County Departments' internal processing systems. County will receive same day credit for all remote deposits made prior to 6pm.

27.24 Resource Personnel: The Depository Bank shall identify local personnel who are available to answer questions pertaining to services that require detailed explanation and a bank officer(s) with overall responsibility of all services.

27.25 Payment for Services: Compensation to the Depository Bank shall be provided on a direct fee basis. The account analysis will be considered an invoice for payment and the County shall not be obligated to pay for any service not specified in the agreement unless the prior written agreement is obtained between the County and the Depository Bank.

27.26 Account Inquiries and Research: Account inquiries and research that is done as a request of the County shall be completed within three (3) working days. Should the research need more time to complete, the request for an extension will be made in writing to the Fort Bend County Treasurers Office.

28.0 SPECIFICATIONS FOR FORT BEND COUNTY TAX ASSESSOR-COLLECTOR'S OFFICE LOCKBOX TAX PAYMENT PROCESSING

28.1 Purpose: To provide detailed procedures for processing customer property tax payments to the Fort Bend County Tax Assessor-Collector's Office (FBTAC).

28.2 Scope: The standards that apply to all operations in Remittance Banking. All features apply during the Active Season. During the Inactive Season, BANK is only required to retrieve mail from post office and deliver to the Tax Office daily.

28.3 Definitions:
Scan line: The OCR (optical character readable) line on the coupon
Sorts: Different payment types
Payment types: Singles, Multiples and Exceptions
Property Tax number: TAX ID numbers unique to each property tax account
Active Season: Period between November 1 and March 31 of each year
Inactive Season: Period between April 1 and October 31 of each year
Reference (DEX) number: Unique identifying number for each transaction

28.4 Policies/Standards/Guidelines:
Customer: Fort Bend County Tax Assessor-Collector's Office (FBTAC)
Computer Room deadline: 3:00 p.m.
Acceptable Payees: To Be Provided
Bank Special Requirements: Cash processing, batch identification, processing month, file structures and limits, imaging.

28.5 Dispatch: Dispatch includes reports, exception items, payment documentation (envelopes) and all other correspondence and should be forwarded to:

Fort Bend County Tax Assessor-Collector's Office
1317 Eugene Heimann Circle Richmond TX 77469-3623
Attention: Collections Supervisor

28.6 Site Visits to Bank: The Bank will be required to allow periodic visits by FBTAC to the Bank. Issues to be covered may include the accurate review of post marks, the processing of rejected transactions and other items as they arise.

28.7 Mail Pickup: During the Active Season, a courier of the Bank will pick up all mail received at post office box provided by Bank and deliver to the Bank Reimttance Processing Department. Bank will pick up from post office twice daily. During the inactive season, a courier agent of the Bank will pick up all mail received at post office box provided by Bank and deliver to FBTAC once per day by 9am.

28.8 Mail Receipt: Upon receipt of each delivery of mail from post office, Bank staff will log in the date, time and number of trays received. A tray ticket will be placed on each tray of mail indicating the date and time received to ensure first in / out processing. All transactions received will be processed by the end of the following business day. All pieces of mail received will be marked / stamped / sprayed with the received date prior to processing.

28.9 Lockbox Processing Procedures:

28.9.1 Mailroom applies and/or sprays the date received by the Bank on each piece of mail, reviews postmarks, sorts by postmark for month transition and delivers to processor.

28.9.1.1 During the postmark review, the official USPS post mark will determine the receipt month. In the absence of a meter date, the date on the check will be used.

28.9.1.2 When the end of the month occurs on a weekend or holiday, the first business day of the next month will be the last processing day for the prior month. To limit postmark date processing errors, FBTAC will provide the Bank with an annual calendar indicating the first and last processing day for each month.

28.9.2 Open the mail using the appropriate equipment that can process up to ten thousand (10,000) pieces in a day.

28.9.3 Extract contents from envelopes. Payments without coupons should be sent to FBTAC.

28.9.4 Sort contents into singles, multiples, and exceptions (Live Check and No Check).

28.9.5 Exceptions are:

28.9.5.1 Payments that do not match the coupon amount (short, partial, overpayments)
28.9.5.2 Multiples that do not balance to the check
28.9.5.3 Wrong Payer checks
28.9.5.4 Stale dated or post dated checks
28.9.5.5 Name on check does not match at least one name on account
28.9.5.6 Anything else that is not able to be processed (correspondence)

28.9.6 Any check for $500,000 or more that cannot be processed through Lockbox should be deposited with current date and a copy of the check and any backup should be forwarded to FBTAC for posting.

28.9.7 Indicate the type of each batch and bundle so that all transactions within a batch are homogenous.

28.9.8 Batches cannot exceed nine hundred ninety-nine (999) records. Files cannot exceed eight thousand (8,000) records and cannot exceed $99,999,999.99. Larger files make the balancing process and identification of exceptions very difficult. File totals may be limited by BANK rules.

28.9.9 Exceptions, with count of items per bundle, will be delivered to FBTAC the following business day by 9am.

28.9.10 Payments that process without rejection should appear on the lockbox file no later than the first working day after pickup from the post office. FBTAC must be notified of any backlog.

28.9.11 Payments that are rejected should be delivered to FBTAC by 9am of the following business day.

28.10 Cash Received by Mail

28.10.1 If cash accompanies a check and the total amount agrees with the tax documents, then the item is processed as a regular payment following the Bank's internal cash procedures.

28.10.2 A tax coupon received with only cash (and no other check) will be processed as a regular payment following the Bank's internal cash procedures.

28.10.3 Any payment items received that do not match the tax coupon amount will be processed based on the amount received.

28.10.4 Cash received without any payment items will be delivered to the FBTAC the next business day. The Bank will log cash received and send a proactive alert email to designated FBTAC personnel stating the amount received and being sent to FBTAC. FBTAC will log receipt of the cash once it is delivered.

28.11 Lockbox Files and Images

28.11.1 Bank will provide two electronic files to FBTAC daily. One for payments of current and/or delinquent taxes, and one for images of coupons, checks and envelopes. Electronic files must be compatible with tax office software so payments can be uploaded to tax system.

28.11.2 The Fort Bend County Lockbox Image Processing Requirements and File Layout is described in Attachment "u". Any changes to the layout will require ninety (90) day lead time to change the property tax system.

28.11.3 Lockbox payment and image files are generated from information captured from the scanned coupons and the related checks and envelopes.

28.11.4 Current day business payment file must be available by 4:00 p.m. each day on the Bank's secure FTP site.

28.11.5 Current day business image file must be available on the Bank's secure FTP site by midnight each day.

28.12 Image Maintenance Web Page: An image maintenance page must be available. This page is used to check on the status of the images for a particular date and to manually extract and convert the images if needed. By default, this page brings up the information for processing that occurred today, which are images processed by the bank. Other dates from the current and prior months can be selected. The information shown includes the transfer status of the images, the number of images extracted from the .zip file, and the number of images that were converted to .png format. Options exist to transfer, delete, and convert any image files.

28.13 Reports

28.13.1 A daily summary report for each file sored and subtotaled by batch.

28.13.2 A daily detail report sorted and subtotaled bybatch.

28.13.3 The Bank must be able to accommodate reasonable future enhancement and need requests related to reports.

28.14 Customer Service (Service Level Agreement)

28.14.1 Representative

28.14.1.1 Bank must provide representatives that FBTAC can contact directly. This list must provide names, email addresses, office phone numbers and cell phone numbers as contact information. FBTAC will provide a contact list with the same information. These lists will be provided through a secure ftp site and will be updated as personnel or contact information changes occur.

>Treasury Management
>Lockbox
>E-Business/Online Banking
>Technical Support
>Website

28.14.1.2 Bank must provide proactive email alerts immediately to designated FBTAC personnel when there are issues or delays with the file delivery, or if there are balancing issues.

28.14.2 Priority Levels and Service Deadlines

28.14.2.1 Priority 1 (Production Halt): Response and corrective measures taken within twenty-four (24) hours.

28.14.2.2 Priority 2 (Production Delays): Response and corrective measures taken within forty-eight (48) hours.

28.14.2.3 Priority 3 (Production Changes Needed): Response and measures taken within one (1) week.

28.14.2.4 Priority 4 (Enhancement Desired): Response and measures taken within one (1) month.

28.14.2.5 Tax Statement Coupon Testing: Testing to be completed and results to be reported to FBTAC within same business day if product delivered before noon and completed and reported to FBTAC by next business day if delivered after noon.

28.14.3 Bank Process Request Change Log (PRC Log): Bank process request change log will be utilized to document all issues and

enhancements that are reported and requested. The log will detail the date reported / requested, the issue / enhancement being reported / requested, the priority level, the Bank contact assigned to it, the status, the estimated delivery date and the completed date. This log will be provided through a secure ftp site that will allow FBTAC to track items that have been reported / requested.

28.14.4 FBTAC Vendor Support: The Bank must be willing to work with other FBTAC vendors (tax statement printers, mailing houses, Echeck/credit card providers, etc.) in services that invoice both or multiple parties. This will include printing specifications, statement testing, data file interface, etc.

28.15 Image Processing Requirements:

Below is a summary of our image processing requirements. Users must be able to view check, coupon and envelope images from within the ACT 7 tax collection application.

28.15.1 Daily automated process:

28.15.1.1 Create a new directory on ACT's image server to store the images. The directory name format is YYMMDD. For ex., images processed by the bank on Tuesday, September 4, 2019 the directory name will be 190904. Note: If the .zip file does not exist, processing must stop. If the .zip file is transferred to the system later this processing will need to be done manually through an image maintenance web page.

28.15.1.2 Download the .zip file via FTP or SFTP from the bank to the image server. This happens around 2 a.m. to 3 a.m. each morning for the images processed the previous day (for ex., images processed on Tuesday by the bank is copied and transferred to the image server on Wednesday morning). The .zip file name must identify the date, so for images processed by the bank on Tuesday, September 4, 2019, the .zip file name transferred to the image server should be 190904.zip.

28.15.1.3 Extract the images in the .zip file into the new directory.

28.15.1.4 Convert the images to a web-friendly format (.png). Note: The images provided by the bank are in .tif format. The images are converted to .png format and will keep the same name as the original image with .png appended; for ex., 123.tif will be

123.tif.png. Both the original and web-friendly format images will be kept.

28.15.1.5 At this point images must be available for viewing in ACT 7.

28.15.2 Image Viewing:

28.15.2.1 When ACT 7users view an image, they first see the image for the payment that they selected. The sequence of images should be the tax statement, then the check (front and then back if available) and finally the envelope.

28.15.2.2 From any image, users must be able to navigate through all the images from that day.

28.15.2.3 Users must be able to navigate between images using Previous and Next hyperlinks at the top of the page.

28.15.2.4 Users must be able jump to a specific image, if they know the name.

28.16 Image Processing-Fort Bend Lockbox with Images:

The file below shows the expected record order

H - Batch header record (contains "H", batch no)
R - coupon from envelope (contains "R", ACCOUNT, AND AMOUNT TO BE APPLIED TO THIS ACCT)
C - first check from the envelope (contains "C", effective date, check #, check amount)
T - batch trailer record - shows totals for this batch
X - file total record - shows totals for this file.

Note that you can have many H/T header trailer sets with many check/coupon records in between.

You may have many R records, with many C records - the following are valid
H
R
C
I
J
K
L
M

R
R
C
I
J
K
L
M
R
R
R
C
C
T
X

This would indicate that an envelope was opened and the taxpayer had included 4 checks and 6 coupons - the system would post according to the rules in the file the sum of the amount to be allocated on each "R" record must match to the sum of the "C" records - or the transaction will be rejected.

Suggested record layouts

Record type H - batch header record

Column	content
1	literal "H"
2 – 6	control number.
7 – 9	batch number
10 – 12	item number

Record type "R", a coupon record (from scan line)

Column	content
1	literal "R"
2 – 6	control number
7 – 9	batch number
10 – 12	item number
13 – 16	year – not used ‘0000’
17 – 29	account number
30 – 66	filler
67 – 69	statement code

Record type "C", a remittance record

Column	content
1	literal "C"
2 – 6	control number
7 – 9	batch number
10 – 12	item number
13 – 16	filler
17 – 24	receipt date
25 – 28	filler
29 – 34	check number
35 – 46	check amount
47	'/' slash
48 – 66	image url

Record type "I" remitter name

Column	content
1	literal "I"
2 – 12	filler
13 – 42	remitter name

Record type "J", remitter address one

Column	content
1	literal "J"
2 - 12	filler
13 – 42	address line 1

Record type "K", remitter address two

Column	content
1	literal "K"
2 -12	filler
13 - 42	address line 2

Record type "M", remitter city state zip

Column	content
1	literal "M"
2 - 12	filler

13 - 36	remitter city
37 - 38	remitter state
39 - 49	remitter zip code

Record type "T", batch total record

Column	content
1	literal "T"
2 - 12	filler
13 - 24	total check amount in batch

Record type "X", file total record

Column	content
1	literal "X"
2 - 12	filler
13 - 24	total check amount in file

28.17 Image Reference

This processing methodology assumes that two types of files are being produced, a text posting file (described above) and an image transmission file. ACT prefers that the images be transmitted with as single image jpeg. We can process any other image form, but our preferred is single image jpeg. The file preparation steps must allow for the insertion into the relevant "R" and "C" records the file name of the associated image record.

Example:

Assume a posting file with 3 coupons and 2 checks - the file might appear as:

R posting data image data (D001.jpeg)
R posting data image data (D002.jpeg)
R posting data image data (D003.jpeg)
C posting data image data (C001.jpeg
C posting data image data (C002.jpeg)

The image file would then appear:
D001.jpeg
D002.jpeg
D003.jpeg
C001.jpeg
C002.jpeg

29.0 EVALUATION CRITERIA:

In order to facilitate the analysis of responses to this Proposal, Respondents are required to prepare their proposals in accordance with the instructions outlined in this part. Proposals should be prepared as simply as possible and provide a straightforward, concise description of the Respondent's capabilities to satisfy the requirements of the Proposal. Emphasis should be concentrated on accuracy, completeness, and clarity of content. All parts, pages, figures, and tables should be numbered and clearly labeled.

29.1 Respondents are required to follow the outline below when preparing their proposals:

Tab	Title
	Title Page
	Table of Contents
	Executive Summary
1	Understanding Scope of Work
2	Firm Experience
3	Price
4	Required forms and overall completeness of submission

29.2 Any exceptions to the Proposal requirements shall be identified in the applicable section.

29.3 Executive Summary - This section should be limited to a brief narrative highlighting the company's background and experience. Narrative should clearly demonstrate compliance with Respondent qualifications listed in the RFP specifications. Include length of time the company has been in business and provide examples of past projects. Include a list of current and/or pending installations, including number of licensed users.

29.4 Respondents will be evaluated utilizing the factors, as weighted below:

Tab 1

Understanding Scope of Work (weight factor = 35%)

- Describe your firm's philosophy, approach(es) and preferred methods for meeting requirements and/or deliverables in the Specifications.

- Provide the greatest amount of meaningful detail possible to describe the proposed services. Indicate if vendor can meet the specifications, or if the specifications can be met only under certain conditions or circumstances. If vendor is not able to meet the specification, briefly explain why, noting any concerns or issues FBC should be aware of.

- Provide a timeline indicating deliverables, vendor responsibilities and resources needed from FBC.
- Provide a detailed transition plan, including case studies of past success, which will be executed at no cost to FBC.
- Provide copies of all state and federal licenses to do business in Texas.
- Initial and on-going training and support (Customer Service).
- Completed questionnaire (Exhibit F).
- Mere reiterations of specifications are strongly discouraged, as they do not provide insight into the vendor's ability to meet the specifications.

Tab 2

Firm Experience (weight factor = 30%)

- Professional qualifications and experience of vendor and its staff with a minimum of four (4) years of relevant experience, similar in size to FBC, and demonstrated success in providing the services requested in this RFP.
- Vendor's history, background, and principal officers.
- Organizational chart
- Description of project team organization: names and resumes of team members
- References (Exhibit A)

Tab 3

Price (weight factor = 30%)

- Complete Pricing Matrix

Tab 4

Required forms and overall completeness of submission (weight factor = 5%)

- Proof of Insurance
- Completed Respondent forms
- Completed W9 form

- Completed debt form

30.0 AWARD:

RFP will be evaluated by a committee comprised of County staff. The committee will review Request for Qualifications submitted and may develop a short list of not more than four (4) firms. These firms will be requested to submit additional information and may be invited for a presentation with the Committee. Based on further review after the interviews, the committee will forward their recommendations to the Fort Bend County Commissioners Court.

31.0 STATE LAW REQUIREMENTS FOR CONTRACTS:

The contents of this section are required by Texas Law and are included by County regardless of content.

31.1 Agreement to Not Boycott Israel Chapter 2270 Texas Government Code: By signature on vendor form, Contractor verifies Contractor does not boycott Israel and will not boycott Israel during the term of this Contract.

31.2 Texas Government Code Section 2251.152 Acknowledgment: By signature on vendor form, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

32.0 HUMAN TRAFFICKING:

By acceptance of this contract, Contractor acknowledges that Fort Bend County is opposed to human trafficking and that no County funds will be used in support of services or activities that violate human trafficking laws.

33.0 REQUIRED FORMS:

All respondents submitting are required to complete the attached/included and return with submission:

33.1 Vendor Form

33.2 W9 Form

33.3 Tax Form/Debt/Residence Certification

33.4 Certificate of Insurance, as stated in Section 22.0

33.5 No Bid/RFP Questionnaire (if applicable)

34.0 EXHIBITS:

Exhibit A: References

Exhibit B: Mutual Fund Instructions and Questionnaire

Exhibit C: Account Information

Exhibit D: Custody Agreement

Exhibit E: Pricing Matrix

Exhibit F: Questionaire

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See **Specific Instructions** on page 2.

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

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

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

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

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

Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

☐ Other (see instructions) ▶

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

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

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

			–		–				

or

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	**Signature of U.S. person** ▶	**Date** ▶

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

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

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

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

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

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

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

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

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

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

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

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

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

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

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

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

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

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

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

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

Line 2

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

Line 3

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

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

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

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

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

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

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

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

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

5—A corporation

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

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

8—A real estate investment trust

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

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

11—A financial institution

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

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

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

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

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

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

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

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

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

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

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

Part II. Certification

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor[2]
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee[1] The actual owner[1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity[4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

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

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

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

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

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

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

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

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

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

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

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

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

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

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

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

Job No.: _____

TAX FORM/DEBT/ RESIDENCE CERTIFICATION
(for Advertised Projects)

Taxpayer Identification Number (T.I.N.): _____

Company Name submitting Bid/Proposal: _____

Mailing Address: _____

Are you registered to do business in the State of Texas? Yes No

If you are an individual, list the names and addresses of any partnership of which you are a general partner or any assumed name(s) under which you operate your business

_____

_____

I. **Property:** List all taxable property in Fort Bend County owned by you or above partnerships as well as any d/b/a names. Include real and personal property as well as mineral interest accounts. (Use a second sheet of paper if necessary.)

Fort Bend County Tax Acct. No.*	Property address or location**
_____	_____
_____	_____
_____	_____
_____	_____

** This is the property account identification number assigned by the Fort Bend County Appraisal District.*

*** For real property, specify the property address or legal description. For business personal property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored at a warehouse or other location.*

II. **Fort Bend County Debt** - Do you owe any debts to Fort Bend County (taxes on properties listed in I above, tickets, fines, tolls, court judgments, etc.)?

Yes No If yes, attach a separate page explaining the debt.

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

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

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

I certify that _____ is a Resident Bidder of Texas as defined in Government Code
[Company Name]
§2252.001.

I certify that _____ is a Nonresident Bidder as defined in Government Code
[Company Name]
§2252.001 and our principal place of business is _____.
[City and State]

COUNTY PURCHASING AGENT
Fort Bend County, Texas

NO BID/PROPOSAL/QUALIFICATIONS FORM

Jaime Kovar
Interim County Purchasing Agent
Office (281) 341-8640

Bid/RFP/RFQ Number: _____

Vendor's not responding to this solicitation are requested to complete and submit this form to: Jessica.Carabajal@fortbendcountytx.gov

Please provide your purpose for not responding to this solicitation.

- ☐ Project size is too large.
- ☐ Project size is too small.
- ☐ Unable to obtain required bonding.
- ☐ Unable to obtain required insurance.
- ☐ Not within the scope of our expertise.
- ☐ Not equipped to complete this project.
- ☐ Can supply item, but it is not competitive.
- ☐ Not enough time to respond to this solicitation.
- ☐ Do not desire to remain on your notification list.
- ☐ Cannot supply item/service by the delivery/completion date.
- ☐ Do not provide this type of product. Please remove us from your notification list for this solicitation.
- ☐ Not interested in this type of project. Explain:
- ☐ Cannot comply with specifications. Explain:
- ☐ Other:

Please complete the below information:

Company Name:	
Mailing Address:	
Physical Address:	
City:	
State & Zipcode:	
Name of Signatory:	
Title of Signatory:	
Signature:	

Exhibit A

REFERENCES

Reference #1

Organization Name: _____

Contact Email: _____

Contact Name: _____

Contact Tel. No.: _____

Address: _____

_____

Services Provided _____

_____

Reference #2

Organization Name: _____

Contact Email: _____

Contact Name: _____

Contact Tel. No.: _____

Address: _____

_____

Services Provided _____

_____

Reference #3

Organization Name: _____

Contact Email: _____

Contact Name: _____

Contact Tel. No.: _____

Address: _____

_____

Services Provided _____

_____

MUTUAL FUND INSTRUCTIONS AND QUESTIONNAIRE

Responding Bank Name:
j_____

INTEREST ON MUTAL FUND SWEEP ACCOUNTS

The Count reserves the right to invest its money in money market mutual funds pursuant to Tex. Gov't Code Ann. Chapter 2256 (Vernon 1994), also known as the Public Funds Investment Act. Upon request of, and to the extent requested by, the County, the Bank, for and on behalf of the County, will transfer daily ledger balances from the accounts specified by the County to a Money Market Mutual Fund approved by the County.

The Depository Bank, for and behalf of the County, will receive the interest and all other money due and payable to the County by said money market mutual fund and will deposit said interest (less the administrative fee as hereinafter provided) in the County's accounts at the Bank as directed from time to time by the County. The Depository Bank will make provisions for the County to receive daily statements showing the previous business day's debits and credits to the money market mutual fund accounts and showing the previous business day's interest rate paid to the County on the money market mutual fund accounts. The Depository Bank will also provide the previous business day's interest rate paid on such accounts to the County at 8:00 o'clock a.m. each business day. The Bank will receive an administrative fee from the County for transmitting the County's money to the said money market mutual funds, receiving interest and other money from the said money market mutual fund and providing all other services in connection with, or related to, the Depository Bank's handling of the money the County invests in the said money market mutual fund. The said administrative fee shall be no more than_____

Basis Points on the following proposed money market funds:

- Fidelity Treasury / Government Institutional Funds
- Dreyfus Treasury / Government Institutional Funds
- Invesco Treasury / Government Institutional Funds

The administrative fee will be the amount that the money invested by the County in the money market mutual fund would produce if invested, at the rate specified above, as an interest rate calculated on a 365-day (year) simple interest basis. The amount of the administrative fee shall be calculated at such times as the County receives interest income from the money market mutual funds. At such times, the Depository Bank shall have the right to deduct the amount of the administrative fee from the interest income from the money market mutual fund and shall be obligated to deposit the balance of the interest income in the County's account or accounts as directed, from time to time, by the County.

BANK SERVICES REQURIED:

1. Include a copy of your disaster recovery plan.
2. Please provide the location / address of your lockbox:
   _____
   _____
3. Lockbox pickups will begin at _____A.M.

Additional information required regarding direct deposit of payroll:

1. Show file delivery time requirements for Thursday settlement date:
   (a) Day Cycle (time) _____ Day: _____
   (b) Night Cycle (time) _____ Day: _____

FINANCIAL INFORMATION

The paid-up capital stock of the undersigned bank is $_____
and the permanent surplus of the undersigned bank is $_____

Fort Bend County supports the efforts of the lending community to extend credit to residents of all neighborhoods within Fort Bend County with equal opportunity regardless of race, color, religion, national origin, age, sex or marital status; with sensitivity to the credit needs of low- and moderate-income neighborhoods. To that end, please respond to the following questions:

1. What was the date of your last Community Reinvestment Act examination? _____

2. What was the rating obtained from your last Community Reinvestment Act review? _____

_____
(Responding Bank)

_____
Representative Name

_____
Title

_____
Signature

ACCOUNT INFORMATION FOR
FORT BEND COUNTY

DATE	AVERAGE MUTUAL BALANCE	NON INTEREST BEARING ACCOUNTS AVERAGE LEDGER BALANCE
October 2018	$ 258,433,523.89	$ 5,531,873.15
November 2018	$ 240,998,410.65	$ 5,997,826.60
December 2018	$ 370,324,958.92	$ 5,989,192.51
January 2019	$ 438,820,049.49	$ 6,025,160.08
February 2019	$ 452,336,972.57	$ 5,616,633.00
March 2019	$ 375,920,486.85	$ 5,919,200.62
April 2019	$ 342,865,731.15	$ 5,949,354.81
May 2019	$ 319,388,872.30	$ 6,016,614.55
June 2019	$ 293,339,489.27	$ 5,885,261.73
July 2019	$ 271,318,422.12	$ 5,854,171.58
August 2019	$ 283,956,457.91	$ 6,096,611.76
September 2019	$ 246,473,875.97	$ 6,097,593.63

CURRENT ACCOUNTS

Account Title
DISTRICT CLERK CREDIT CARD
762 MOBILITY 2020 PROJECTS
EMS CREDIT CARD PROCESSING ACCOUNT
610 DRAINAGE DEBT SERVICE
802 SENIOR LIEN TOLL RD REV BONDS 2
TAX OFFICE HIGHWAY ACH
FBC LIBRARY CREDIT CARD
805 FBC GRAND PARKWAY TOLL
145 EMERGENCY SERVICE DIST 100 AGRE
750-MISSION BEND/FOUR CORNERS
SHERIFF INMATE PROPERTY (NEW)
TC-CREDIT CARD REFUND
322 CONSTABLE PCT 3 F/A STATE
324 CONSTABLE PCT 1 F/A STATE
131 ASSISTANT DISTRICT NO 2

141 - FBC ASSISTANCE DISTRICT #12
136 FBC ASSISTANCE DISTRICT NO 7
137 FBC ASSISTANCE DISTRICT NO 8
138 FBC ASSISTANCE DISTRICT NO 9
133 ASSISTANT DISTRICT NO 4
T C TAX ACH-WIRE ACCOUNT
760 - 2020 FACILITIES BOND PROJECTS
140 FBC ASSISTANCE DISTRICT #11
758 2018 MOBILITY PROJECTS
134 ASSISTANT DISTRICT NO 5
139 FBC ASSISTANCE DISTRICT #10
PUBLIC TRANSPORTATION CREDIT CARD A
756 FACILITIES BOND PROJECTS 2018
906 SMS SPEC CRIMES GANG UNIT PND F
150/JUVENILE OPERATIONS
JP CREDIT CARD PROCESSING ACCT
DISTRICT CLERKS E-FILING
COUNTY CLERK - IRS RECORDINGS
815 GRAND PKWY TOLL OPERATIONS
D A CREDIT CARD PROCESSING ACCOUNT
206 FBC INDUSTRIAL DEVELOPMENT CORP
JP1-1 E-FILING
JP1-2 E-FILING
JP2 E-FILING
195 COUNTY LAW LIBRARY
JP3 E-FILING
200 LAW ENFORCEMENT ACADEMY
160 DRAINAGE MAINT AVAIL
245 ALERT PROGRAM - JUVENILE
335 D A ASSET FORFEIT STATE
207 FBC HISTORICAL COMMISSION
315 SHERIFF OFC/FORFEITED ASSETS-FE
390 CHILD PROTECTION SERVICE IV-E
300 FBC ELECTIONS
280 COUNTY ATTORNEY SUPPLEMENTAL SA
225 ASSET FORFEITURE TASK (STATE)
410 CHILD SUPPORT TITLE IVD REIMB
305 ASSET FORFEITURE TASK (FEDERAL)
320 CONSTABLE PCT 2 F/A
JUVENILE INMATE PROPERTY
850D BOON CHAPMAN DENTAL

440 SUPERVISION
850M BOON CHAPMAN MEDICAL
882 BOON CHAPMAN 125 EMPL BENEFIT
155 R & B NEW
165 LATERAL ROAD
402 HOPE 3 PROGRAM SALES
360 LAW ENFORCEMENT TRAINING
310 SHERIFF OFC/FORFEITED ASSETS ST
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C. C. LEGALEASE
DISTRICT CLERK REGISTRY
DISTRICT CLERK CASH BOND
DISTRICT CLERK LEGALEASE
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CSCD PRETRIAL ACCOUNT
CSCD RESTITUTION ACCOUNT
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NPFA NARCOTICS TASK FORCE PENDING F
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TC/COLL.SIT ESC
T.C.-HIGHWAY
T.C.-BEER & LIQUOR
T.C. TAX ACCOUNT
TC NSF ACCOUNT

CUSTODY SERVICES AGREEMENT

Fort Bend County Depository Bank ("Bank") is requested to open a Custody Services account ("Custody account") for and in the name of Fort Bend County and related entities and hold therein securities ("Securities") from time to time deposited with Bank or collected by Bank for such Custody account. Subject to the following terms and conditions.

TERMS OF AGREEMENT

1. Bank will safe keep, account for and deliver the Securities, together with the proceeds of sales, redemptions, collections and other receipts including interest and other income ("Proceeds") that are received by Bank, to the Customer as the Customer may reasonably direct in writing. The Bank is to deposit said proceeds into the specified County bank account. The customer agrees that the captions of the Custody account and the deposit account will at all times be identical.

2. All Securities and Proceeds held by Bank pursuant hereto shall be subject to the full and exclusive control of the Customer, and Bank shall not supervise, recommend or advise the Customer relative to the investment, purchase, sale, retention or other disposition of Securities or Proceeds held hereunder.

3. The Customer's instructions or directions are to be in writing and signed by the Customer, but Bank is entitled to accept and rely on oral or unsigned instructions or directions and, in doing do, shall not be liable for executing any such instructions or directions which Bank believes in good faith to be genuine. The Customer will furnish confirmation, in writing and signed by the Customer, of previous oral or unsigned instructions or directions if required. If the Customer is other than an individual, the Customer hereby designates the person or persons whose authorized signatures appear hereon as the authorized agent or agents of the Customer to perform any and all acts contemplated herein on behalf of the Customer, the authority of said agent or agents remaining in full force and effect until written notice of the termination of such authority shall have been delivered to Bank.

4. Unless otherwise so directed, Bank is authorized to hold Securities in bearer form, book entry form, registered in the Customer's name(s) or registered in nominee name as Bank deems appropriate. Bank is also authorized to deposit and register the Securities with any central depository system or in custody with another banking institution. Bank is authorized to exchange Securities for other securities where the exchange is purely ministerial as, for example, the exchange of securities in temporary form for securities in definitive form or the mandatory exchange of certificates. Further, should any Securities held in nominee name be called for partial redemption by the respective issuer, Bank is authorized to allot the called portion to the respective holders in any manner deemed to be fair and equitable in Bank's discretion.

5. The Bank makes reasonable efforts to monitor various called securities publications. However, the ultimate responsibility for the redemption of a called security must be borne by the Customer. If Bank discovers that a bond has been called or if the Customer advises Bank of that fact, Bank will ship the bonds for collection. Unless the Bank is negligent in

following the instructions from a Customer, the Bank assumes no responsibility or liability for missing bond calls.

All proxies and other communications relating to voting which are received by Bank shall be mailed to the Customer. The Customer will at all times keep Bank advised of its current mailing address.

6. In the event Bank advances Proceeds and credits them to the Customer's bank account prior to Bank's collection of such from a paying agent and Bank does not receive such Proceeds from the paying agent within a reasonable time thereafter, said reasonable time to be determined by Bank at Bank's sole discretion, the Customer agrees to repay the credited Proceeds upon Bank's demand, and Bank shall have the right to debit the deposit account, referred to above, any other deposit account maintained by the Customer with Bank or the undersigned's Custody account, if necessary, to effect such payment.

7. Bank is authorized in the name and on behalf of the undersigned to execute any certificates of ownership or other reports, forms notices or statements which are or may hereafter be required by the Internal Revenue Service or any other governmental authority or commission, so far as the same are required in connection with the Securities or Proceeds.

8. If there is more than one individual Customer, all notices, directions and instructions may be given to Bank by either one of us and all Securities and Proceeds shall be withdrawable by the direction or notice by either one of us, before or after the death of either one of us, unless Bank has received written notice from either one of us that the signatures of each individual Customer are thereafter required.

9. The Customer agrees to pay Bank compensation for services rendered hereunder according to the schedule in Bank’s Depository Application. The account analysis will be considered an invoice for payment.

10. Bank shall be responsible only as a gratuitous bailee, regardless of whether any compensation for its services is actually paid, and shall give the security in its custody the same degree of care and protection it gives its own Securities of like kind and Customer agrees that Bank shall only be liable for its own negligence or for failure to comply with the terms of this Agreement. Bank shall not be responsible for the genuineness, alteration or validity of the Securities, Bank shall not be required to carry any form of insurance for the account of the Customer on the Security, but the Customer may carry for its own account such insurance as Customer may deem necessary or desirable.

11. Bank will provide the Customer with confirmations of each transaction made pursuant hereto and will furnish the Customer with statements of account periodically or upon the Customer's request. Said confirmations shall be non-negotiable and non-transferable. Any terms or conditions contained in such confirmation shall be considered additional agreements and shall not be considered modifications of this Agreement. This Agreement and said confirmations shall be the entire agreement of the parties. This Agreement shall govern if its terms are found to conflict with the terms of such confirmations.

12. With respect to any instructions authorizing the receipt of Securities in connection with transactions not placed through the Bank; Bank shall have no duty to advise the Customer of non-receipt of, or to take steps to obtain delivery of, Securities from third parties either against payment or free of payment. With respect to any instructions authorizing the delivery of Securities in connection with transactions not placed through the Bank; Bank shall have no duty to meet the delivery date of the Securities or, if payment is involved, credit the Customer's account with Proceeds, unless proper authorization is received by Bank with a reasonable and sufficient amount of time prior to the settlement date.

13. The Customer will not pledge, assign or transfer any interest in the Securities or this Agreement to any other party without Bank's prior written approval and the execution of such additional agreements as Bank may request. In the event the securities covered by this Agreement are pledged, the Securities are subject only to the order and direction of the Pledge.

14. The Bank shall exercise the same due care that is expected of an agent of the Customer.

15. This Agreement is terminable at the option of either the Customer or Bank upon sixty (60) days written notice to the other party.

16. As used in this Agreement "Customer", if more than one, shall mean all of the undersigned or each or any of them, and they are jointly and severally bound. Under the terms of this Agreement, "undersigned" shall mean the Customer.

17. This Agreement shall be construed and interpreted according to the laws of the United States of America and the State of Texas.

_____

(Responding Bank)

_____

Representative Name

_____

Title

_____

Signature

QUESTIONNAIRE

Mark an "x" in the "Yes" or "No' column, when applicable. When "Yes or No is not applicable, provide detailed response in the appropriate "Response/Comments" section.

This form must be included with RFP response in paper form and CD-ROM or flash drive.

Item No.	Description	Yes	No	Response/Comments
1	Present Company Name			
2	Location of company headquarters			
3	Primary local address			
4	Owner(s)			
5	Form of Business			
	Corporation			
	Partnership			
	Sole Proprietary			
6	Principal office location			
7	To be completed by Corporations			
	Date Incorporated			
	Under the laws of what state			
	Provide a COMPLETE list of officers			
	Executive Officer			
8	To be completed by Partnerships			
	Date formed			
	Is Partnership general, Limited, or associated?			
	Provide a COMPLETE list of members.			
	Provide a COMPLETE list of all local branch offices.			
9	Submitted by (name of person submitting questionnaire)			
10	Is your company presently in compliance with all City, State and Federal requirements with jurisdiction over your business?			
11	If your answer is "NO", what is the specific area of non-compliance and what do you anticipate as the outcome?			
12	How many years has your company been in existence in its current business form and operating under the same name? Please attach documentation as proof.			
13	What are your general office hours?			

Item No.	Description	Yes	No	Response/Comments
Item No.	Description	Yes	No	Response/Comments
14	Telephone Number (must be a local or toll free)			
	After hours contact information			
	Fax number (must be local or toll free)			
	Email address			
GENERAL REQUIREMENTS				
15	Provide a brief history and background of the company including parent and/or subsidiary companies relating to the merchant card services.			
16	Describe company's organizational structure, especially as it applies to service provisions and customer service.			
17	Explain how company's expertise differs from those of company's competitor.			
18	Include how long company has been providing the proposed solutions and how long the company has been assisting clients with these solutions.			
19	Provide number of clients supported and the number of transactions that are processed annually.			
20	Explain how the company plans to stay current and competitive.			
21	Describe what major changes the company sees occurring in banking services in the next five (5) years. Explain plans to help customers move to new technologies. What approach the company is taking in the development of new services?			
22	Explain any new services or features implemented in the past two (2) years. Describe any new services / technologies that are currently in implementation.			
23	Include any major changes in hardware that your firm anticipates in the next three (3) years. If any, what changes should Fort Bend County anticipate and how should Fort Bend County plan for those changes on hardware issues.			
24	State present workload, outline the percentage of time available for this RFP and how current workload will affect current workload will affect the ability to accomplish the requirements of this RFP.			
25	Vendor shall provide qualified personnel who will perform in a professional manner. "Professional manner" means the personnel performing shall possess the skill, license(s) and competence consistent with the prevailing business standards within the State of Texas.			
26	The vendor shall have available key personnel with a combined minimum work force that can meet the technical requirements described herein.			

Item No.	Description	Yes	No	Response/Comments
LITIGATION AND OR COMPLAINTS DISCLOSURE				
27	Respond to each of the following with "yes"/"no" responses. Failure to fully and truthfully disclose the information required may result in disqualification of vendor's response from consideration or termination of the resulting agreement. "Yes" answers must indicate the name of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page attached to vendor's response.			
28	Has vendor or any member of its firm or team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years? Is the vendor's company or any of its officers, director, partners or principals now under indictment, court order or investigation?			
29	Has vendor or any member of its firm or team to be assigned to this engagement been terminated (for cause or otherwise) from any work being performed for the County or any other federal, state or local government, or private entity?			
30	Has vendor or any member of its firm or team to be assigned to this engagement been involved in any claim or litigation with the County or any other federal, state or local government, or private entity during the last ten (10) years?			
31	Describe any litigation against vendor's company in the past five years including any settled or dismissed matters. Is vendor's company under investigation or subject to any regulatory action by either a state or federal agency? If yes, explain.			
32	Has vendor had any complaints filed with the Better Business Bureau for failure to perform in accordance with agreements.			
33	Is vendor's company currently involved in any active/pending civil matters? If yes, explain.			
34	If your company does not have an office in Fort Bend County, please explain how your company will provide services should Fort Bend County decide to award to your company?			

Vendor Name: Representative Title:

Representative Name: Signature:

Exhibit B:

Bank's Proposal: Depository Bank Services for Fort Bend County

Treasury Management

Attn: Fort Bend County Purchasing Department

Proposal: Depository Bank Services for Fort Bend County

301 Jackson, Suite 201 Richmond, Texas 77469

Proposal Number: R20-074

Beth Davidson
SVP, Treasury Management Sales
(713) 871-4087
(346) 324-4784 cell
beth.davidson@cadencebank.com

Katrina King-Michalk
EVP, Treasury Management
(713) 871-3916
(713) 305-1910 cell
katrina.king@cadencebank.com

CADENCE BANK

Treasury Management

FORT BEND COUNTY

Request for Proposal 20-074

Proposal For: Depository Bank Services for Fort Bend County

Beth Davidson
SVP, Treasury Management Sales
(713) 871-4087
(346) 324-4784 cell
beth.davidson@cadencebank.com

Katrina King-Michalk
EVP, Treasury Management
(713) 871-3916
(713) 305-1910 cell
katrina.king@cadencebank.com

CADENCE BANK

COUNTY PURCHASING AGENT
Fort Bend County, Texas

Vendor Information

Jaime Kovar
Interim County Purchasing Agent
Office (281) 341-8640

Legal Company Name (top line of W9)		
Business Name (if different from legal name)		
Federal ID # or S.S. #	DUNS #	
Type of Business	☐ Corporation/LLC ☐ Partnership ☐ Sole Proprietor/Individual ☐ Tax Exempt Organization	Age in Business?
Publicly Traded Business	☐ No ☐ Yes Ticker Symbol _____	
Remittance Address		
City/State/Zip		
Physical Address		
City/State/Zip		
Phone/Fax Number	Phone: _____ Fax: _____	
Contact Person		
E-mail		
Check all that apply to the company listed above and provide certification number.	DBE-Disadvantaged Business Enterprise ☐ **Certification #** _____ SBE-Small Business Enterprise ☐ **Certification #** _____ HUB –Texas Historically Underutilized Business ☐ **Certification #** _____ WBE-Women's Business Enterprise ☐ **Certification #** _____	
Company's gross annual receipts	<$500,000 ☐	$500,000-$4,999,999 ☐
	$5,000,000-$16,999,999 ☐	$17,000,000-$22,399,999 ☐
	>$22,400,000 ☐	
NAICs codes (Please enter all that apply)		
Signature of Authorized Representative		
Printed Name		
Title		
Date		

THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE

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CADENCE BANK

Executive Summary for Fort Bend County

June 23, 2020

Cadence Bank, N.A. (Cadence) is pleased to respond to Fort Bend County's (the County) Request for Proposal 20-074 which includes depository bank services. We are qualified to meet and exceed your highest expectations through our experienced teams, highly regarded executive leadership team and Board of Directors, our commitment to leading edge technology and our strong financial footing.

With $17.2 billion in assets, $13.4 billion in total loans and $14.5 billion in deposits as of March 31, 2020, Cadence Bank operates a network of 98 branch locations across Texas, Alabama, Mississippi, Georgia, Tennessee and Florida, with 11 of our branches located in the greater Houston area and one branch in Fort Bend County. We are prepared to execute the contract in accordance with the County's requested services, as evidenced by our proposal.

Fort Bend County will be provided with a local team to support the County in the of your complex, large scaled implementation and throughout the life of the contract. This team will be lead by the County's Treasury Management Officer, Beth Davidson. Beth will be supported by a team of product, operations, information technology, client service and implementation professionals during and post-implementation. Our large project team will focus on executing the transition to Cadence using a detailed timeline and project deliverable list to efficiently manage documenting the full scope and specifications for integration, programing and testing in order to meet the County's expected go live date. Cadence takes pride in our ability to deliver a local team to Fort Bend County.

Cadence Bank has a proven commitment to thoroughly understanding our clients' needs and guiding them with a consultative approach through recommendations and use of our best in class technology. Our accomplished product teams keep up-to-date with the latest developments and strategically implement solutions using the voice of our clients. Collaborative feedback is crucial ensuring this model delivers quality products that our clients need and trust.

The outline below highlights our competitive financial package you should expect from Cadence Bank as a business partner, as well as items we have identified based on our experience in handling large Public Sector clients. The components of our offering include:

- **Treasury Management Consulting** – Our accomplished and very knowledgeable team have an experienced track record consulting with our public sector and corporate clients to whiteboard their current processes and collectively bring innovative and fresh technology ideas: streamlining, automating, integrating and improving efficiency for our clients. We will bring this same passion to Fort Bend, it's our Culture!

- **Earnings Credit Rate** – We are offering Fort Bend County an Earnings Credit Rate (ECR) of 0.50% above our standard bank managed rated. This currently provides Fort Bend County with an above market earnings credit rate of **1.00%.** This is calculated on 100% of collected balances with no reserve requirement.

- **Implementation Waiver** - We understand the costs and time commitment associated with a large implementation. Cadence Bank offers the County a **2-month waiver** of treasury management fees to allow the County to transition the majority of services, effective the date the contract is executed.

- **Check Printing Rebate –** to assist with the cost of reprinting checks, deposit tickets and transfer tickets, Cadence Bank will rebate $3,000 each year in fees from Deluxe or the printing company of the County's choice. The rebate will reflect as a credit on the account analysis statement after the County submits the invoice to the Bank. This equates to a $118,000 rebate over the contract and extension periods.

- **Treasury Management Analysis** - We propose a competitive fee structure with interest rates benefiting the County.

- **Skilled Project Team Leaders** – the success of Fort Bend County's transition to Cadence Bank is the highest priority of our top executives and all team members responsible for your project implementation. We have been successful with many sizable client transitions, including a very large Houston-area County. These transitions have not only been successful, we were able to drive savings and efficiency through streamlined improvements using technology.

Cadence Bank recognizes that Fort Bend County has built successful Treasury Management processes and systems. We intend to support those existing systems as noted in our **Understanding the Scope of Work** and provide recommendations for enhanced servicing to drive cost savings as well as improved safe guards and protections. **Our recommendations include:**

- **Receivables Management**

  - ✓ **Remote Lockbox** allows the County to remotely capture remittance and check details at the County's multiple locations. Capturing the payment and remittance detail at the point of collection, eliminates the costly expense and delay to courier checks with payment details to Cadence's Lockbox. Once the checks and coupons have been scanned through our recommended scanner models, our lockbox team will process your deposits and capture data needed to incorporate into the County's customized posting file combined with mailed payments. The Remote Lockbox images will be saved in Cadence's centralized Web Lockbox archive for 7 years simplifying research and fully indexed with account numbers, dollar amounts or other pertinent detail as well as sent via SFTP to the County.
    - **Benefits to Fort Bend County**
      - **Reduce courier expense**
      - **Same-day funds posting (received by 12:00pm CST)**
      - **Included within the same posting file, image file, and online repository as all other lockbox items**
      - **Post directly to ACT without need to manually post receipt at time of acceptance**

- ✓ **Lockbox Match File Processing** – using our client's billing file database, we have innovatively created a custom solution that gives us the ability to compare payment transactions to your database when no coupon is present. The "match" process confirms client account/statement or pertinent information not included with the payment, efficiently completing the posting file detail for our clients which eliminates exceptions.
  - **Benefits to Fort Bend County**
    - **Reduce courier expense by capturing exceptions at the lockbox facility**
    - **Cadence performs the look-up function and provides automatic posting and straight-through processing of exceptions for the County**

- ✓ **Chargeback Reversal Posting File (Lockbox payment reversal)** – this creative solution automates the electronic posting of return items while capturing the return reason and date. In our standard lockbox processing, we capture the MICR line detail of checks (ABA, check account number, amount) and when processed with coupons we also capture the posting detail from the coupon (tax payer account number, amount due, payment type, department or location code) creating a secondary database. As checks are returned (NSF, Account Closed) we compare the MICR detail against our secondary database to retrieve the original posting data and combine with the return information (reason code and return date), to create a separate reversal file jointly with images. This recommendation eliminates the need to manually update your tax payers account for the return and allows the County to focus on past due processing.
  - **Benefits to Fort Bend County**
    - **Removes manual chargeback reversals from the County's process**
    - **Provides the County with additional exception automation**

- ✓ **Lockbox Corrective Workstation with Virtual Coupon** - Cadence's Lockbox Corrective Workstation with Virtual Coupons saves the County time and expense. In lieu of manually returning payments mailed in without a coupon to the County and having a County employee look up and print a replacement coupon, then return to the bank the Bank will process the check only payment and post the item electronically to an exception queue. This allows the County's team to view over the web and append with the correct tax payer account number and period on the virtual coupon. Once the County makes the necessary corrections via our Corrective Workstation, our lockbox team will process the payment on the same day. The virtual coupon image will be stored the same way paper coupons are stored today without the cost of reprinting a coupon or couriers for exception transactions.
  - **Benefits to Fort Bend County**
    - **Reduce courier expense by capturing exceptions at the lockbox facility**
    - **Exception payments that are corrected by 3:00pm CST are posted same-day, allowing for quicker funds availability**

- **Provides the County with additional exception automation**
- **Included within the same remittance file and image file to post directly to ACT**

✓ **eLockbox** service streamlines consumer payments made through online banking and other bill pay websites. eLockbox consolidates the payments and delivers funds and posting data to the County electronically daily within the integrated lockbox data file. Once the payer account number is tied to the first payment, our system automatically remembers future payments. The result is fast, straight-through processing that maximizes efficiency.

- **Benefits to Fort Bend County**
  - **Fewer number of exception checks received at lockbox facility**
  - **Reduced number of paper lockbox items**
  - **Included within the daily lockbox data file for posting automatically to ACT**

✓ **eGov** is our website development and reporting partner who will work closely with us to document the critical specifications of each County business unit needing a landing page with payment integration options, then create the latest online tools for payers to access and simplify payment. eGov also partners with public sector entities to design extensive reporting that allows the County to post the receivable payments, research payments and store detail.

- **Benefits to Fort Bend County**
  - **Convenient, automated channel for the County to collect constituent payments**
  - **Convenience fee model**
  - **Proven partner that has integrated with ACT for another local County**

✓ **Electronic Invoice Presentment Portal (EIPP)** enables our clients to electronically present invoices to consumers and/or businesses and allows your constituents to pay the County within the portal by ACH or credit card. This is a great compliment to our lockbox services providing convenience and multiple payment channels for the County to receive payment.

✓ **Electronic EDI Transmissions** – automatically receive ACH credit addendum in a standard NACHA format to speed up and efficiently post pertinent data.

✓ **Merchant Services** provides a customized payment processing solution, utilizing one of the nation's leading payment providers of payment processing services. Accepts a variety of cards, provides multiple authorization networks, delivers next-day settlement and provides comprehensive online reporting.

- **Payables Management**
  - ✓ **Accounts Payable Lockbox** will streamline the County's Accounts Payable process with reduced payment processing time and costs. In the same way that traditional Lockbox has offered operational efficiencies and security in handling receivables, Payables Lockbox offers similar benefits automating the way vendor invoices are received, approved, and ultimately paid. Cadence Payables Lockbox offers a full end-to-end procure to pay solution reducing the County's overall expense associated with Accounts Payable turning a paper intensive process to an audit friendly electronically routed image solution.

    - **Benefits to Fort Bend County**
      - **Automating and removing paper from your vendor invoice process**
      - **Reduce expenses -** We have successfully reduced some of our clients processing costs from $21 down to $5.00/invoice while integrating files back into their core accounting system.
      - **Electronic audit trail**

  - ✓ **Outsourced Disbursements** allows the County to outsource printing checks, stuffing of envelopes and mailing paper items
    - **Gain a Self-Managed Payee Portal** allowing for immediate access to check images by the Payee that reduces client service calls and a proactive tool to help convert checks to ACH by retrieving pertinent ACH payment data provided by Payee.

    - **Benefits to Fort Bend County**
      - **Reduce check stock, envelope and postage expenses**
      - **Increase staff productivity by removing check printing and client service calls**
      - **Electronify your payables by outsourcing printing and implementation vendor recruitment for check to ACH conversion**

  - ✓ **Purchasing Card Solution (One Card)** is a complete travel and purchasing card solution that combines the function and control of a purchasing card with the power and flexibility of travel and entertainment card (T&E). Backed by industry leading technology to help the County better manage your spending, increase efficiencies and improve bottom line results. During our discovery phase, we will be happy to run a vendor analysis for the County to confirm which vendors take a Visa card; as well as provide a cash rebate grid on the anticipated spend volume showing estimated amount of cash back the County could earn from normal payables.

  - ✓ **Same Day ACH** is an alternative to same day wires if the transaction is $100,000 or less per the March 2020 NACHA update. At a fraction of the cost of a domestic wire transfer, same day ACH provides the County a contingency option for emergency payrolls and urgent or missed payment deadlines.

- **Risk Management**
  - ✓ **Fraud Management** continues to be one of the largest concerns for our clients and Cyber fraud keeps us all up at night! Our team will work closely with the County to keep them informed of Best Practices to minimize fraud and abreast of current types of attacks. There are many tips to safeguard the County's business financial transactions and our approach tackles Social Media policies, Mobile Device management, Cloud Computing agreements, Technical applications, Operational procedures and Administrative policies as we educate and advise our clients.

  - ✓ **Fort Bend County Education & Notices** - We keep our clients updated with FBI alerts like the BEC – Business Email Compromise publication as we post them to our Allegro℠! platform timely, along with our Treasury Management eNewsletters and eBooks loaded with valuable information. Our Treasury Specialists also speak at numerous public forums educating corporations on relevant topics in our industry keeping them abreast to ever changing information. Beth Davidson, as the County's dedicated Treasury Management Officer, will meet regularly with the County team for benchmarking and best practice discussions to bring fresh ideas to the County.

  - ✓ **Positive Pay & ACH Positive Pay** tools are a MUST for all County accounts regardless of check activity. These powerful fraud mitigating tools work jointly with the Bank to detect and protect against fraud attempts often not found until reconciliation.

  - ✓ **Trusteer** – Download and install Trusteer Rapport protection on all county computers, adding an additional layer of security on top of the County's secure infrastructure.

- **Information Management**
  - ✓ **Allegro℠!** is our online single sign on portal custom developed for our clients to experience a seamless transition between our multiple bank applications. Our clients tell us that the system is user friendly, has clean intuitive web pages that are easy to navigate as they manage their cash positions, reconcile their bank accounts, access a longer archive of data compared to our peers, and originate transactions quickly to get on to other business fast! Cadence Bank remains the Admin in our Allegro! portal by receiving request provided by an authorized individual making user onboarding or changes easy and very timely. Users can be permissioned at the account or product level with financial tiers and dual control without fees by user or limits to the number of users who need access.

Cadence has a proven track record for successfully managing large client transitions to our platform and services while integrating to our client's systems. Our professionals truly understand your integrated treasury needs and will approach the implementation of all services in an organized and efficient manner from start to finish. Your team is lead by Beth Davidson a seasoned Treasury Management professional and Katrina King-Michalk as the Executive Sponsor. At Cadence Bank, our success on large implementation projects comes from

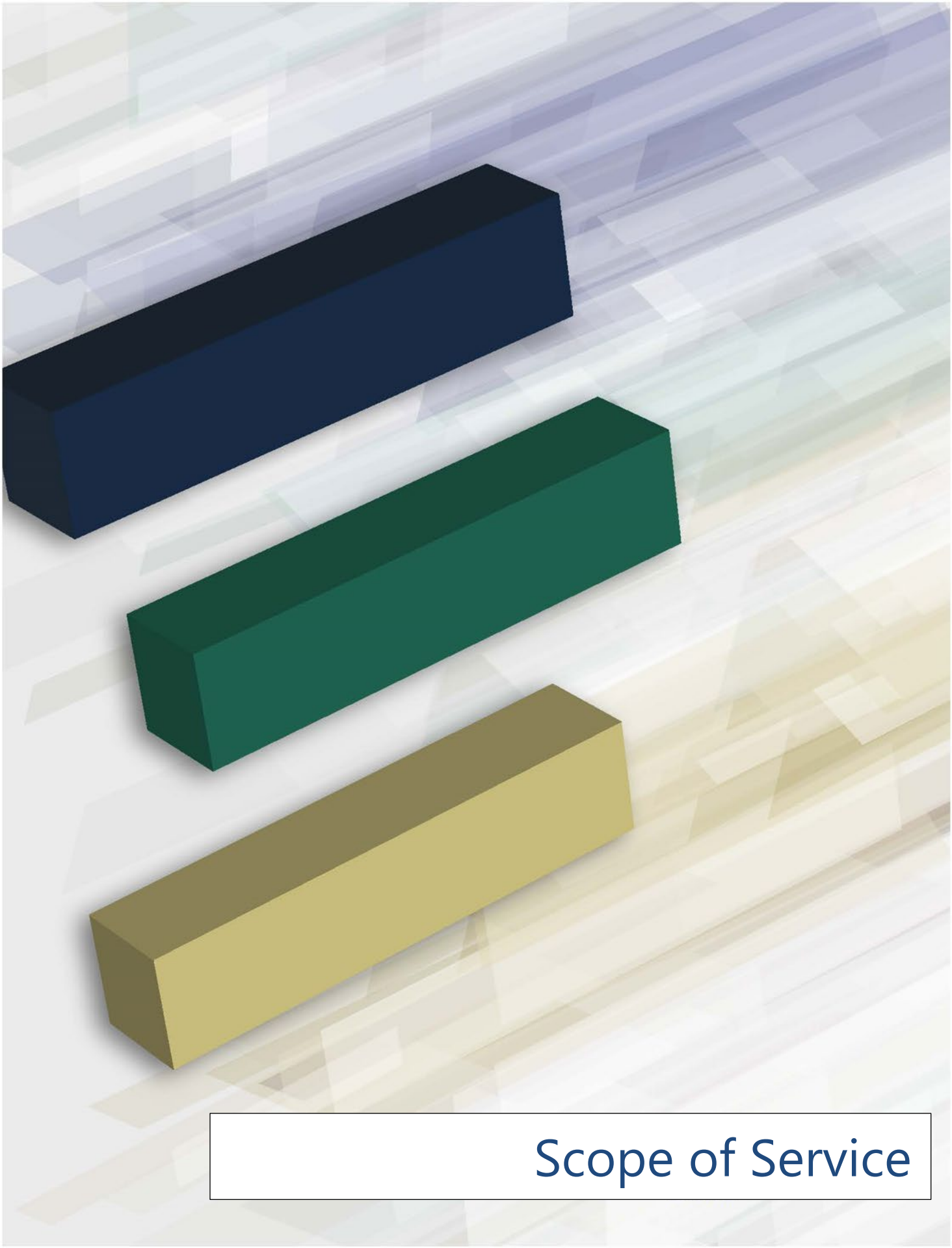
the expertise of our team members coupled with consistent communication to and from our client in a collaborative effort. Part of our open communication will come during our recommended Post-Implementation calls and Peak-Season Debrief sessions. This will allow for timely feedback from the Fort Bend County users; and our Cadence team can address questions, add training, update necessary user entitlements and validate expectations have been met.

We are confident that Cadence Bank can address all of the County's treasury management needs, handle your volume and will exceed your expectations. Our partnership will provide processing efficiencies, innovative and customizable solutions, and excellent client service. We are truly excited about this opportunity to become your trusted advisor with fresh ideas for the County!

Your Bankers,

Katrina King
EVP, Treasury Management Manager
713-871-3916
713-305-1910 cell

Beth Davidson
SVP, Treasury Management Officer
713-871-4087
346-324-4784 cell



Scope of Service

Fort Bend County, Texas
Request for Proposals

Depository Bank Services
for Fort Bend County
RFP 20-074

SUBMIT PROPOSALS TO:

Fort Bend County
Purchasing Department
Travis Annex
301 Jackson, Suite 201
Richmond, TX 77469

Note: All correspondence must include the term "Purchasing Department" in address to assist in proper delivery

SUBMIT NO LATER THAN:

Tuesday, June 23, 2020
2:00 PM (Central)

MARK ENVELOPE:

RFP 20-074
Depository Bank Services

ALL RFPs MUST BE RECEIVED IN AND TIME/DATE STAMPED BY THE PURCHASING OFFICE OF FORT BEND COUNTY ON OR BEFORE THE SPECIFIED TIME/DATE STATED ABOVE.

RFPs RECEIVED AS REQUIRED WILL THEN BE OPENED AND NAMES PUBLICLY READ.

RFPs RECEIVED AFTER THE SPECIFIED TIME, WILL BE RETURNED UNOPENED.

Results will not be given by phone.
Results will be provided to bidder in writing after Commissioners Court award.

Requests for information must be in writing and directed to:
Jaime Kovar
Interim County Purchasing Agent
Jaime.Kovar@fortbendcountytx.gov

Vendor Responsibilities:

- Download and complete any addendums. (Addendums will be posted on the Fort Bend County website no Later than 48 hours prior to bid opening)
- Submit response in accordance with requirements stated on the cover of this document.
- DO NOT submit responses via email or fax.

Prepared: 05/30/2020
Issued: 06/01/2020

1.0 SCOPE OF WORK:

1.1 Fort Bend County, Texas (hereafter referred to as the ("County") seeks Proposals ("Proposals or RFP") from qualified banking institutions for depository bank services ("Project") to include depository, disbursement, lockbox, Automated Clearing House (ACH), wire transfer, electronic banking, information reporting and investment custodial services. Respondents must offer a proposal that will meet the scope of services, qualifications and general description of work activities identified in the RFP.

1.2 This RFP describes FBC's current operations based on technology that has been implemented or that the County is moving toward. During the term of the depository contract, the County expects to evolve along with the financial industry and apply new technologies to the County's operations. It will be advantageous to the County if its depository bank provides fee schedules, incentives, supplies, and services that are designed to increase and decrease as technologies are implemented. Furthermore, FBC is interested in knowing whether the applicant will offer any level of consulting services that would support the County's education about and research into new technologies in the financial services industry that can make the County's banking operations more efficient during the term of this Agreement.

1.3 During its review of the RFP's, the County reserves the right to request additional information and to meet with a vendor's representatives to discuss and/or request clarifications of items submitted in the application.

2.0 GUIDELINES:

By virtue of submitting a proposal, interested parties are acknowledging:

2.1 The County reserves the right to reject any or all proposals if it determines that select proposals are not responsive to the RFP. The County reserves the right to reconsider any proposal submitted at any phase of the procurement. It also reserves the right to meet with select Respondents at any time to gather additional information. Furthermore, the County reserves the right to delete or add scope up until the final contract signing.

2.2 All Respondents submitting proposals agree that their pricing is valid for a minimum of ninety (90) days after proposal submission to the County. Furthermore, the County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, proposal prices shall not include taxes.

2.3 This Proposal does not commit the County to award nor does it constitute an offer of employment or a contract for services. Costs incurred in the submission of this proposal, or in making necessary studies or designs for the preparation thereof, are the sole responsibility of the Respondents. Further, no reimbursable cost may be

incurred in the anticipation of award. Proposals containing elaborate artwork, expensive paper and binding and expensive visual or other presentations are neither necessary nor desired.

2.4 In an effort to maintain fairness in the process, all inquiries concerning this procurement are to be directed only to the County's Purchasing Agent in writing. Attempts to contact any members of the County's Commissioners' Court or any other County employee to influence the procurement decision may lead to immediate elimination from further consideration.

2.5 When responding to this Proposal, follow all instructions carefully. Submit proposal contents according to the outline specified and submit all hard copy and electronic documents according to the instructions. Failure to follow these instructions may be considered a non-responsive proposal and may result in immediate elimination from further consideration.

3.0 PROPOSAL CONTACT:

This Proposal is being issued by the County Purchasing Agent on behalf of Fort Bend County, Texas. Thus, responses should be directed to the Assistant Purchasing Agent, as outlined below. **Respondents are specifically directed NOT to contact any County personnel for meetings, conferences or technical discussions that are related to this Proposal other than specified herein. Unauthorized contact of any County personnel will likely be cause for rejection of the Respondent's proposal. All communications regarding the Proposal shall be directed to the County's Proposal Contact.** Communication with the Proposal Contact is permitted via email, facsimile, or written correspondence.

PROPOSAL CONTACT:

Jaime Kovar
Interim County Purchasing Agent
Fort Bend County Travis Annex
301 Jackson, Suite 201
Richmond, Texas 77469
Jaime.Kovar@fortbendcountytx.gov

4.0 SUBMISSION REQUIREMENTS:

4.1 Submission requirements: one (1) original proposal, five (5) paper copies, and one (1) electronic response on CD or flash drive are required by RFP opening time of 2:00 PM on Tuesday, June 23, 2020. CD or flash drive must contain only one (1) file in PDF format and must match written response identically. Failure to provide proper CD or flash drive is cause for disqualification. Proposal shall be submitted to the address shown below. Proposal shall be signed, in ink, by a person having the authority to bind the firm in a contract.

Fort Bend County	Proposal Number: R20-074
Purchasing Department	Due Date: Tuesday, June 23, 2020
301 Jackson, Suite 201	Time: 2:00 PM (CST)
Richmond, Texas 77469	For: Depository Bank Services

4.2 Respondents may submit their proposal any time prior to the Opening Date and time. The Respondent's name and address as well as a distinct reference to the Proposal number above shall be marked clearly on the submission. All proposals are time-stamped upon receipt and are securely kept, unopened, until the Opening Date. No responsibility will attach to the County, or any official or employee thereof, for the pre-opening of, post-opening of, or the failure to open a proposal not properly addressed and identified. No oral, telegraphic, telephonic, or facsimile proposals will be considered.

4.3 Proposals may be modified or withdrawn prior to the established opening date by delivering written notice to the proposal contact. Any alteration made prior to opening date and time shall be initialed by the signer of the proposal, guaranteeing authenticity.

4.4 Proposals time-stamped after the due date and time will not be considered and will be returned to the Respondent unopened. Regardless of the method used for delivery, respondents shall be wholly responsible for the timely delivery of submitted proposals.

4.5 The Respondent's name and address shall be clearly marked on all copies of the proposal.

5.0 INCURRED COSTS:

Those submitting proposals do so entirely at their expense. There is no expressed or implied obligation by the County to reimburse any individual or firm for any costs incurred in preparing or submitting proposals, for providing additional information when requested by the County or for participating in any selection interviews, including discovery (pre-contract negotiations) and contract negotiations.

6.0 ACCEPTANCE:

6.1 Submission of any proposal indicates a Respondent's acceptance of the conditions contained in this Proposal unless clearly and specifically noted otherwise in their proposal.

6.2 Furthermore, the County is not bound to accept a proposal on the basis of lowest price, and further, the County has the sole discretion and reserves the right to cancel this Proposal, to reject any and all proposals, to waive any and all informalities and or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the County's best interests. The County reserves the right to

accept or reject any or all of the items in the proposal, and to award the contract in whole or in part and/or negotiate any or all items with individual Respondents if it is deemed in the County's best interest.

6.3 Although Fort Bend County desires to negotiate toward a contract with a selected Respondent, the Commissioners' Court may award the contract on the basis of the initial proposals received, without discussions. Therefore, each initial proposal should contain the Respondent's best terms.

7.0 INTERPRETATIONS, DISCREPANCIES, AND OMISSIONS:

7.1 It is incumbent upon each potential Respondent to carefully examine these specifications, terms, and conditions. Should any potential Respondent find discrepancies, omissions or ambiguities in this Proposal, the Respondent shall at once request in writing an interpretation from the County's Proposal Contact. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information shall be made in writing via e-mail only to the County's Proposal Contact, as specified in Section 3.0. Deadline for submission of questions and/or clarification is no later than **Monday, June 15, 2020 at 10:00 AM. (central).** Requests received after the deadline will not be responded to due to the time constraints of this Proposal process.

7.2 The issuance of a written addendum is the only official method by which interpretation, clarification or additional information will be given by the County. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarification will be without legal effect. If it becomes necessary to revise or amend any part of this Proposal, notice will be given by the County Purchasing Agent to all prospective Respondents who were sent a Proposal. The Respondent in their proposal shall acknowledge receipts of amendments. Each Respondent shall ensure that they have received all addenda and amendments to this Proposal before submitting their proposals.

8.0 TENTATIVE SCHEDULE:

Release of RFP:	June 1, 2020
Deadline for Questions:	June 15, 2020
Submission Due Date:	June 23, 2020
Evaluation of Submissions:	Week of June 29th
Commissioners Court Permission to Negotiate:	July 14, 2020
Negotiations:	July 14, 2020
Final Contract Approval Commissioners Court:	August 25, 2020

9.0 PRE-RFP CONFERENCE:

There is no RFP schedule for this project.

10.0 RETENTION OF RESPONDENT'S MATERIAL:

The County reserves the right to retain all proposals regardless of which response is selected. All proposals and accompanying documents become the property of the County.

11.0 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION:

By submission of a proposal, each Respondent certifies, that in connection with this procurement:

11.1 The prices in this proposal have been arrived at independently, without consultation, communication, or agreement with any other Respondent; with any competitor; or with any County employee(s) or consultant(s) for the purpose of restricting competition on any matter relating to this Proposal.

11.2 Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Respondent and will not knowingly be disclosed by the Respondent prior to award directly or indirectly to any other Respondent or to any competitor; and;

11.3 No attempt has been made or will be made by the Respondent to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

12.0 ASSIGNMENT:

The Respondent may not sell, assign, transfer or convey the contract resulting from this Proposal, in whole or in part, without the prior written approval from Fort Bend County Commissioners' Court.

13.0 CONFIDENTIAL MATTERS:

13.1 All data and information gathered by the Respondent and its agents, including this Proposal and all reports, recommendations, specifications, and data shall be treated by the Respondent and it's agents as confidential. The Respondent and it's agents shall not disclose or communicate the aforesaid matters to a third party or use them in advertising, publicity, propaganda, and/or in another job or jobs, unless written consent is obtained from the County.

13.2 Proposals will only be publicly received and acknowledged only so as to avoid disclosure of the contents to competing Respondents and kept secret during negotiation. However, all proposals shall be open for public inspection after the contract is awarded. Trade secrets and any material that is considered to be

confidential information contained in the proposal and identified by Respondent as such will be treated as confidential to the extent allowable in the Open Records Act.

14.0 LIMITS OF SUBCONTRACTORS:

14.1 The County has approval rights over the use and/or removal of all subcontractors and/or vendor(s). Subcontractors shall conform to all County policies.

14.2 Any dispute between the Respondent and subcontractors, including any payment dispute, will be promptly remedied by the Respondent. Failure to promptly remedy or to make prompt payment to subcontractor may result in the withholding of funds from the Respondent by the County for any payments owed to the subcontractor.

15.0 JURISDICTION, VENUE, CHOICE OF LAW:

This Proposal and any contract resulting there from shall be governed by and construed according to the laws of the State of Texas. Should any portion of any contract be in conflict with the laws of the State of Texas, the State laws shall invalidate only that portion. The remaining portion of the contract(s) shall remain in effect. Any lawsuit shall be governed by Texas law and Fort Bend County, Texas shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Proposal process and resulting Agreements.

16.0 INDEPENDENT CONTRACTOR:

The Respondent is an independent contractor and no employee or agent of the Respondent shall be deemed for any reason to be an employee or agent of the County.

17.0 AMERICANS WITH DISABILITIES ACT (ADA)

Proposals shall comply with all federal, state, county, and local laws concerning this type of products/service/equipment/project and the fulfillment of all WCAG 2.2, Level 2 web content accessibility guidelines.

18.0 DRUG-FREE WORKPLACE:

All Respondents shall provide any and all notices as may be required under the Drug-Free Workplace Act of 1988, 28 CFR Part 67, Subpart F, to their employees and all sub-contractors to insure that the County maintains a drug-free workplace.

19.0 PERFORMANCE AND PAYMENT BOND:

No performance nor payment bond is required for this project.

20.0 POWER OF ATTORNEY:

An attorney-in-fact who signs a bid bond, performance bond or payment bond must file with each bond a certified and effectively dated copy of his or her power of attorney.

21.0 TEXAS ETHICS COMMISSION FORM 1295:

21.1 Effective January 1, 2016 all contracts executed by Commissioners Court, regardless of the dollar amount, will require completion of Form 1295 "Certificate of Interested Parties", per the new Government Code Statute §2252.908. All firms submitting a response to a formal Bid, RFP, SOQ or any contracts, contract amendments, renewals or change orders are required to complete the Form 1295 online through the State of Texas Ethics Commission website. Please visit: https://www.ethics.state.tx.us/File/

21.2 On-line instructions:

21.2.1 Name of governmental entity is to read Fort Bend County.

21.2.2 Identification number use: RFP 20-074

21.2.3 Description is: Depository Bank Services

21.3 Highest evaluated vendor will be required to provide the Form 1295 within three (3) calendar days from notification; however, if your company is publicly traded you are not required to complete this form.

22.0 INSURANCE:

A copy of the Cadence Bank N.A. Certificate of Insurance is included in Tab 4: Required Forms

22.1 All respondents must submit, with RFP, a current certificate of insurance indicating coverage in the amounts stated below. In lieu of submitting a certificate of insurance, respondents may submit, with RFP, a notarized statement from an Insurance company, authorized to conduct business in the State of Texas, and acceptable to Fort Bend County, guaranteeing the issuance of an insurance policy, with the coverage stated below, to the firm named therein, if successful, upon award of this Contract. Failure to provide current insurance certificate or notarized statement will result in disqualification of submittal.

22.2 At contract execution, contractor shall furnish County with properly executed certificates of insurance, which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form (or a Claims Made form for Professional Liability

insurance) from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

22.2.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

22.2.2 Employers' Liability insurance with limits of not less than $1,000,000 per injury by accident, $1,000,000 per injury by disease, and $1,000,000 per bodily injury by disease.

22.2.3 Commercial general liability insurance with a limit of not less than $1,000,000 each occurrence and $2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

22.2.4 Professional Liability insurance may be made on a Claims Made form with limits not less than $1,000,000.

22.3 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (Medical Malpractice) Insurance. All Liability policies including Workers' Compensation written on behalf of contractor, shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

22.4 If required coverage is written on a claims-made basis, contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning from the time that work under the agreement is completed.

23.0 INDEMNIFICATION:

Cadence respectfully requests a reasonable, mutually agreed upon amount of time beyond the termination of the services at which Cadence is no longer obligated to indemnify Fort Bend County.

Respondent shall save harmless County from and against all claims, liability, and expenses, including reasonable attorney's fees, arising from activities of Respondent, its agents, servants or employees, performed under this agreement that result from the negligent act, error, or omission of Respondent or any of Respondent's agents, servants or employees.

23.1 Respondent shall timely report all such matters to Fort Bend County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month; provide Fort Bend County with a

written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of Fort Bend County required by Respondent in the defense of each matter.

23.2 Respondent's duty to defend, indemnify and hold Fort Bend County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of any contract unless otherwise agreed by Fort Bend County in writing. The provisions of this section shall survive the termination of the contract and shall remain in full force and effect with respect to all such matters no matter when they arise.

23.3 In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Respondent, Respondent shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Respondent are not at issue in the matter.

23.4 Respondent's indemnification shall cover, and Respondent agrees to indemnify Fort Bend County, in the event Fort Bend County is found to have been negligent for having selected Respondent to perform the work described in this request.

23.5 The provision by Respondent of insurance shall not limit the liability of Respondent under an agreement.

23.6 Respondent shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the area where work will be performed under this request, to agree to indemnify Fort Bend County and to hold it harmless from all claims for bodily injury and property damage that arise may from said Respondent's operations. Such provisions shall be in form satisfactory to Fort Bend County.

23.7 Loss Deduction Clause - Fort Bend County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Respondent and/or trade contractor providing such insurance.

24.0 NO FEE ACCOUNTS:

Cadence Bank is pleased to offer Fort Bend County Passbook Savings Accounts, County Clerk Registry Funds, County Clerk Cash Bonds and District Clerk Registry Funds. We are able to set this up several different ways, whereas one solution would provide very basic accounts and services while another is detailed in the below exhibit A diagram.

Cadence has extensive experience where we have worked closely with another local Counties to develop an unique solution that allows for better automation and tracking for these funds. Below is a proposed diagram of the solution we are proposing for Fort Bend County.

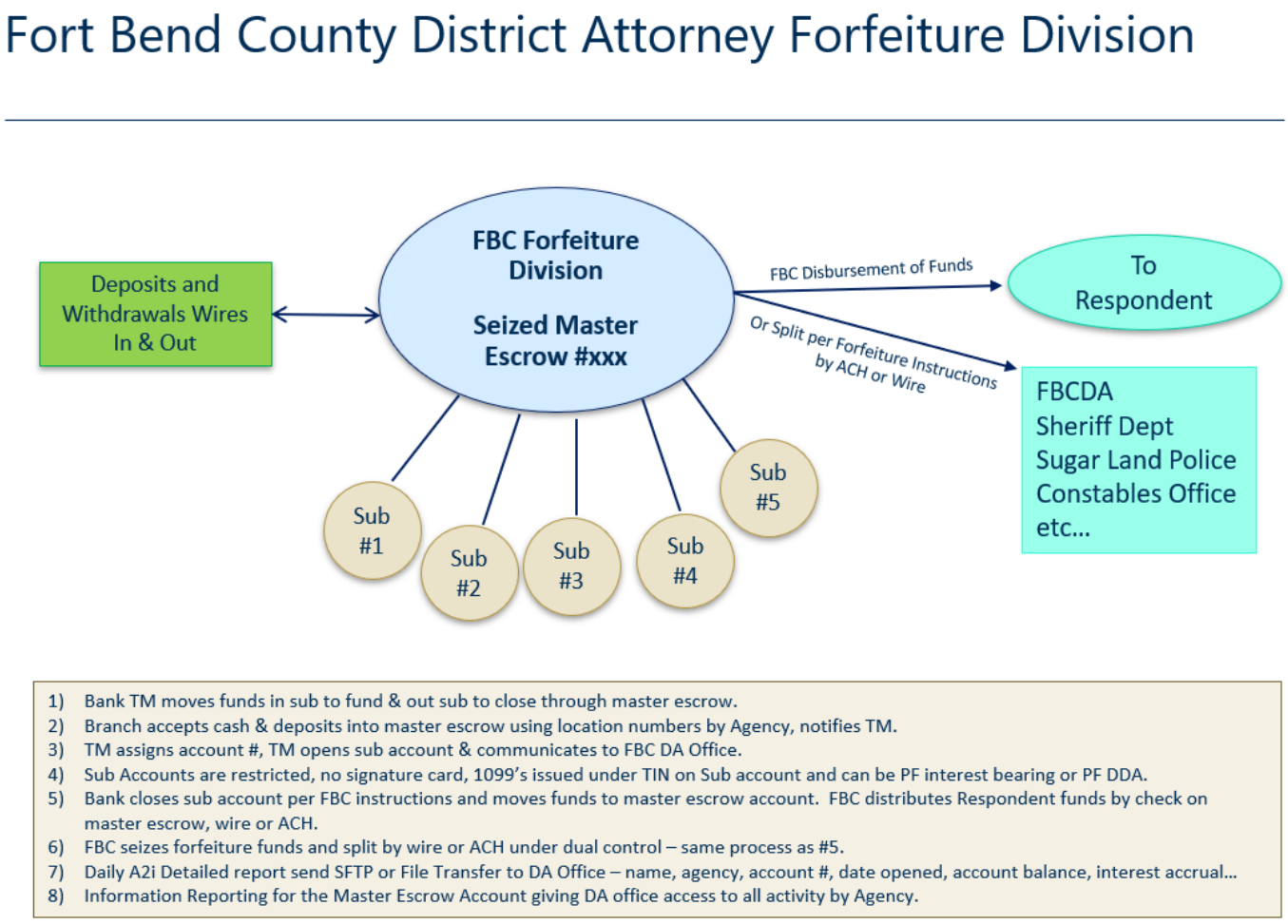


Exhibit A: Proposed Forfeiture, Seized Funds, County Clerk and District Clerk account and reporting structure.

24.1 PASSBOOK SAVINGS ACCOUNTS: FBC will have accounts established to hold narcotic forfeitures having pending cases in the courts in FBC. These monies do not belong to FBC but to defendants awaiting their cases to be deposed in the court. No fees may be charged against these accounts due to the ownership of the funds. Cadence Bank understands and agrees to this requirement.

We are also proposing that Fort Bend County leverage solutions that Cadence has developed for other local counties that allow for automation, visibility and efficiency. Fees for this option would be passed to account analysis for offset with DDA balances using ECR calculation.

24.2 COUNTY CLERK REGISTRY FUNDS: These monies do not belong to FBC but to various parties awaiting their cases to be deposed in the court. No fees may be

charged against these accounts due to the ownership of the funds. These funds are withdrawn immediately upon deposit and invested in a Local Government Investment Pool. A court order is not required to deposit or withdrawal funds. These funds may earn interest.
Cadence Bank understands and agrees to this requirement.

We are also proposing that Fort Bend County leverage solutions that Cadence has developed for other local counties that allow for automation, visibility and efficiency. Fees for this option would be passed to account analysis for offset with DDA balances using ECR calculation.

24.3 COUNTY CLERK CASH BONDS: These monies do not belong to FBC but to defendants awaiting their cases to be deposed in the court. No fees may be charged against these accounts due to the ownership of the funds and will earn NO INTEREST.
Cadence Bank understands and agrees to this requirement.

We are also proposing that Fort Bend County leverage solutions that Cadence has developed for other local counties that allow for automation, visibility and efficiency. Fees for this option would be passed to account analysis for offset with DDA balances using ECR calculation.

24.4 DISTRICT CLERK REGISTRY FUNDS: These monies do not belong to FBC but to various parties awaiting their case disposition and/or reaching the age of majority, or age specified in the final judgment. These funds may be released to a party in whole or in part. (Funds are often ordered released for medical costs and school clothes and books.) No fees may be charged against these accounts due to the ownership of the funds. These funds are withdrawn immediately upon deposit and invested in a Local Government Investment Pool. (We use MBIA as a pass - through account) A court order is required to deposit and/or withdraw these funds. These funds may earn interest.
Cadence Bank understands and agrees to this requirement.

We are also proposing that Fort Bend County leverage solutions that Cadence has developed for other local counties that allow for automation, visibility and efficiency. Fees for this option would be passed to account analysis for offset with DDA balances using ECR calculation.

24.5 DISTRICT CLERK CASH BONDS: These monies do not belong to FBC (unless forfeited through bond forfeiture proceedings), but to the defendant awaiting the disposition of their case by the District Court. Additional, cash bond monies are collected in civil cases with Temporary Restraining Orders and/or Protective Orders and can be awarded to either party in a civil case. Lastly, cash bonds are paid in family law cases by the respondent and are most often awarded to the petitioner (through the Child Support Disbursement Unit in San Antonio) for the

payment of past due child support. No fees may be charged against these accounts due to the ownership of the funds and the funds will earn NO INTEREST.
Cadence Bank understands and agrees to this requirement.

We are also proposing that Fort Bend County leverage solutions that Cadence has developed for other local counties that allow for automation, visibility and efficiency. Fees for this option would be passed to account analysis for offset with DDA balances using ECR calculation.

25.0 CONTRACT TERM/EXPIRATION/TERMINATION:

25.1 The term of this contract is **October 1, 2020 through September 30, 2024.** Following the first two (2) years of the Agreement between Fort Bend County and the awarded vendor, pricing may be renegotiated pursuant to section §116.021 of the Texas Local Government Code.

25.2 Fort Bend County may consider one (1) two (2) year renewal option (through September 30, 2026) under the same terms and conditions. Renewal is subject to approval by Fort Bend County Commissioners Court. Once renewal option is exhausted, the contract must be resolicited. FBC reserves the right to resolicit at any time as is in its best interest and is not automatically bound to renew.

25.3 In the event services end by either contract expiration or termination, it shall be incumbent upon the vendor to continue services, if requested by FBC Purchasing, until new services can be completely operational. The vendor acknowledges its responsibility to cooperate fully with the replacement vendor and FBC to ensure a smooth and timely transition to the replacement vendor. Such transitional period shall not extend more than ninety(90) days beyond the expiration/termination date

of the contract, or any extension thereof. The vendor shall be reimbursed for services during the transitional period at the rate in effect when the transitional period clause is invoked by FBC. During any transition period, all other terms and conditions of the agreement shall remain in full force and effect as originally written.

25.0 GOOD FAITH GUARANTEE:

Bank must submit a certified cashier's check for $2,732,312.00 (one-half of 1 percent of the County's audited total revenue for 2019 of $546,462,491) payable to Fort Bend County as a guarantee of good faith. The check will be held by the County until the Managing Bank is selected and the securities have been pledged.

Please find the certified cashier's check in the Original proposal and a copy of the check in Tab 4 – IV.F.

26.0 SECURITY

26.1 Within fifteen (15) days after the selection of the Depository Bank, the bank so selected shall qualify thereof as provided by law. At the beginning or anytime during the term of the contract, Fort Bend County may select the Irrevocable Standby Letter of Credit and/or the securities to pledge contract, in any combination, provided for under Texas Local Government Code Ann. Chapter 116, as the method of securing the funds of the County.

The County believes that the most effective form of collateral will likely be a combination of the Irrevocable Standby Letter of Credit from the Federal Home Loan Bank and Securities. Each applicant should include a description of the collateral it would propose. The bank selected as Depository Bank will execute within the time prescribed by law (1) a securities pledge contract accompanied by securities as hereinafter specified, or (2) an Irrevocable Standby Letter of Credit issued by a Federal Home Loan Bank as allowed under the Public Funds Investment Act, Section 2256.009, or (3) both such securities pledge contract and Irrevocable Standby Letter of Credit. If both such securities pledge contract and Irrevocable Standby Letter of Credit are executed, the applicant will maintain, at all times during the term of the depository contract, the value of the pledged securities plus the amount of the Irrevocable Standby Letter in an aggregate equal to, or in excess of the amount of deposits (See Attachment l.). Whenever there shall accrue to the County funds in the County Depository in excess of the amount of securities and/or Irrevocable Standby Letter so pledged. The Depository Bank shall immediately pledge additional securities and/or Irrevocable Standby Letter in an amount sufficient to secure the increased deposits. When the County funds in a depository shall be reduced below the amount of the Irrevocable Standby Letter and/or securities pledged. The Depository Bank may withdraw such excess.

Cadence Bank understands and agrees to this requirement. You will find a sample of our Federal Home Loan Bank Letter of Credit Agreement in Tab 5 V.a.9.

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

Cadence Bank understands and agrees to this requirement. You will find a sample of our Federal Home Loan Bank Letter of Credit Agreement in Tab 5 V.a.9.

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

Cadence Bank understands and agrees to this requirement. You will find a sample of our Federal Home Loan Bank Letter of Credit Agreement in Tab 5 V.a.9.

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

Cadence Bank understands and agrees to this requirement. You will find a sample of our Federal Home Loan Bank Letter of Credit Agreement in Tab 5 V.a.9.

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

26.6

Cadence Bank understands and agrees to this requirement. You will find a sample of our Federal Home Loan Bank Letter of Credit Agreement in Tab 5 V.a.9.

26.7 Following approval of the Irrevocable Standby Letter of Credit and/or the securities pledge contract by the Commissioners Court, an Order will be entered by the Commissioners Court designating the applicant selected as the Depository Bank for the funds of the County for the period ending sixty (60) days after the time fixed for the next selection of depository.

Cadence Bank understands and agrees to this requirement. You will find a sample of our Federal Home Loan Bank Letter of Credit Agreement in Tab 5 V.a.9.

26.8 The Depository Bank is to collect all checks, drafts, and demands for money deposited with it, by or on behalf of the County. No exchange fees are to be paid by the County for remittances of interest and principal on bonds to paying agencies.

Cadence Bank understands and agrees to this requirement. You will find a sample of our Federal Home Loan Bank Letter of Credit Agreement in Tab 5 V.a.9.

26.9 SUMMARY OF PLEDGE REQUIREMENTS: The amount of the Irrevocable Standby Letter of Credit and/or the securities pledge contract required for the Depository Bank is approximately 500 Million and No dollars ($500,000,000.00).

Cadence Bank understands and agrees to this requirement. You will find a sample of our Federal Home Loan Bank Letter of Credit Agreement in Tab 5 V.a.9.

27.0 SPECIFICATIONS:

The County intends to designate a depository bank or banks which will provide general banking services, including the establishment of investment sweep accounts, processing of direct deposit, electronic funds transfer, electronic data interchange and "remittance-processing" (lockbox). Lockbox and lockbox services must be located within 50 miles of Fort Bend County. The depository bank will locally process all lockbox remittances for the County.

At Cadence Bank, our mission is to be the Premier Provider of Treasury Management products and services where we offer customized solutions that utilize innovative technology, which in turn brings efficiency to our clients. In doing so, our goal is to become our client's Trusted Advisor and partner to provide the "best in class" client service and technical support.

We are proud to be able to offer Fort Bend County all of the banking services outlined throughout the County's Request for Proposal for Depository Banking Services, including a Cadence-owned and operated lockbox facility located less than 25 miles from the Fort Bend County offices. Throughout our narrative we will provide solutions to the conditions outlined by the County and provide additional recommendations for the County to take advantage of technology and implement efficiency.

Our highly experienced team will meet with the County to implement efficient and integrated solutions for the County's departments, users, and systems as a collaborative project. The Cadence team will run the project for the County including: developing the timeline, outlining deliverables, providing programming and testing, designating responsibility and team assignments and target dates in order to meet the expected "Go Live" date. We will provide user training via WebEx, recorded training session links and user guides.

Cadence Bank is extremely pleased to offer Fort Bend County our treasury management expertise and product set. We look forward to a collaborative relationship for many years to come.

27.1 Depository

27.1.1 The County currently has one hundred nineteen (119) interest-bearing accounts and twenty (6) non-interest bearing accounts and one (1) Controlled Disbursement account. Additional accounts may be opened at any time. The earnings credit on the non-interest bearing accounts shall apply against the monthly service charges for other bank services.

Cadence Bank understands and agrees to open 119 interest-bearing accounts, six non-interest bearing accounts and one Controlled Disbursement Account (CDA). Through the implementation of your accounts and services we will review each account to ensure your existing account structure is the most advantageous to the County. We recommend the use of a certificate of incumbency when the account signers are the same for ease of set up and maintenance with a single agreement.

Cadence Bank is pleased to offer Fort Bend County our above market ECR of **1.00%**. This ECR is calculated on 100% of collected balances with no

reserve requirement and will float at 0.50% above our standard managed Earnings Credit Rate for the life of the contract.

We are also offering Fort Bend County a rate of 0.15% for Public Funds NOW accounts with unlimited checking and ECR coverage. On your account analysis statement you will enjoy the difference in the ECR and the interest rate as the interest paid is a line item on the account analysis.

27.1.2 The Depository Bank will transfer ending daily ledger balances in the accounts designated by the County to a Money Market Mutual Fund, selected by the County, which meets the requirements of Texas Government Code Ann. Chapter 2256.

Cadence will transfer ending daily ledger balances to the Money Market Mutual Fund of the County's designation. We are offering the County the option to choose from the below Money Market Mutual Funds:

- Fidelity Investment Government Fund Sweep – current rate is 0.08% as of 6/19/20
- Dreyfus Government Cash Management Fund Sweep – current rate is 0.10% as of 6/19/20
- Dreyfus Treasury Cash Management Fund Sweep – current rate is 0.08% as of 6/19/20
- Promontory ICS Demand Sweep – current rate is 0.01% as of 6/19/20

Prospectus and Information for each is located in Tab 5.

27.1.3 Pertinent information about these accounts is provided in Exhibit C. The previous day's ending ledger, collected and sweep account balances will be accessible by 8:00 o'clock a.m. each business day via computer terminal.

All balance and transaction information is available to the County in Cadence Bank's online cash management portal, Allegro!. Prior day information reporting is available by 5:30am CST, with Current Day Information Reporting available to the County by 7:30am CST. The below Allegro! depictions show the County the balance and transaction information that is available. There are many additional reports available and we look forward to providing a demonstration of our Allegro! portal to Fort Bend County.

We are also able to set-up direct balance reporting to the County's Infor ERP system via BAI direct transmission. Cadence Bank offers previous day BAI files daily, weekly or monthly. Files can be delivered to the County electronically via direct send SFTP or file transfer. In addition, Cadence Allegro!'s standard Information Reporting includes BAI reporting via file export. Current day BAI files for wires are available every 15 minutes.

CADENCE Allegro!

Home | Information | Receivables | Payables & Risk | Liquidity | Administration | Client Support | Resource Center

Accounts -- account name or last 4 digits --

Deposit Accounts

Links	Account	Ledger Balance	Available Balance
	CDA - xxx0062	$0.00	$0.00
	Master - xxx8987	$795.80	$811.80
	Operating - xxx2811	$1,000.00	$1,021.65
	Payroll Account - xxx6536	$397.45	$413.45

Time Deposit Accounts

Links	Account	Balance
	Time Deposit - xxx2345	$100,726.61

Exhibit B: Cadence Allegro! landing page

CADENCE Allegro!

Home | Information | Receivables | Payables & Risk | Liquidity | Administration | Client Support | Resource Center | Beth Davidson | Logout

Balance Summary | All Accounts | Current Day | Update

Previous Day Reporting - Account Summary

		Account #	Opening Ledger	Opening Available	Credits (+)		Debits (-)		Closing Ledger	Float (-)				Collected	Holds (-)	Closing Available
					#	Total	#	Total		<1d	1d	2d	3d+			
	−	Not Grouped	$2,190.60	$2,235.60	15	$1,141.63	13	($1,138.98)	$2,193.25	--	--	--	--	$2,193.25	--	$2,193.25
		CDA - xxx0062	$0.00	$0.00	--	--	--	--	$0.00	--	--	--	--	$0.00	--	$0.00
		Master - xxx8987	($42.18)	$2.82	6	$947.98	4	($110.00)	$795.80	--	--	--	--	$795.80	--	$795.80
		Operating - xxx2811	$1,819.33	$1,819.33	5	$99.65	5	($918.98)	$1,000.00	--	--	--	--	$1,000.00	--	$1,000.00
		Payroll Account - xxx6536	$413.45	$413.45	4	$94.00	4	($110.00)	$397.45	--	--	--	--	$397.45	--	$397.45

Exhibit C: Cadence Allegro! Balance Summary

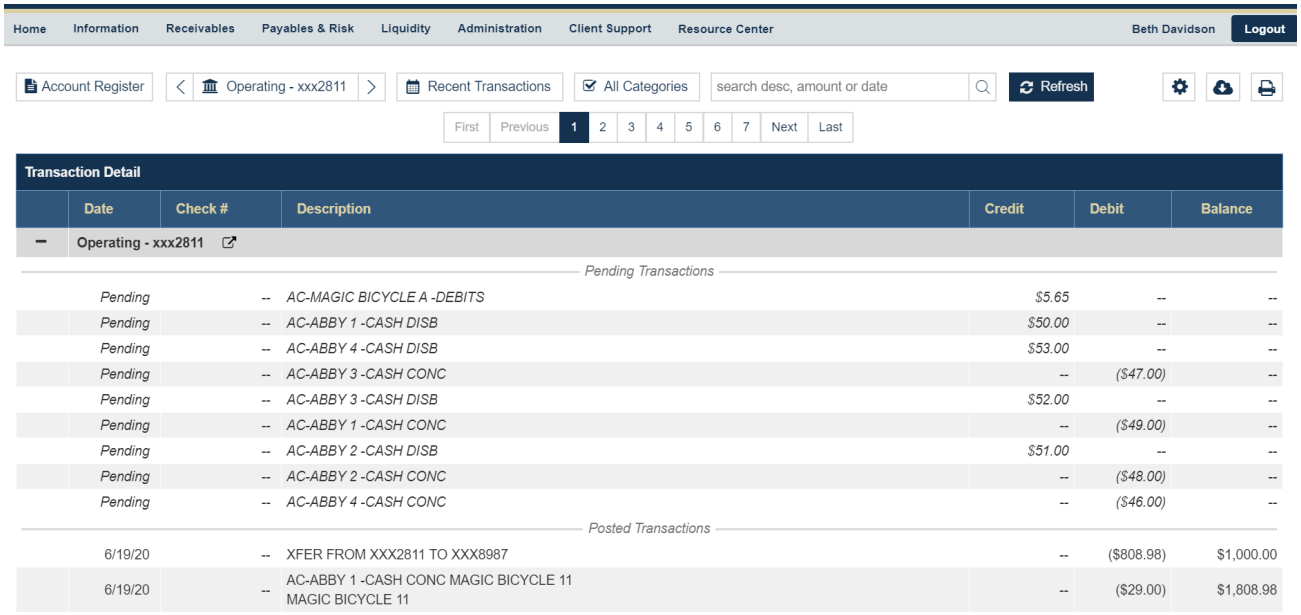


Exhibit D: Cadence Allegro! transaction detail information

27.1.4 The County will make deposits to the accounts at various times during the business day and will require the Depository Bank to give the same day ledger credit on deposits the bank receives before 4:00 o'clock p.m.

Cadence Bank processes intraday, allowing for same day credit on deposits for all branch transactions, lockbox deposits (received before Fort Bend County's designated file cut-off time) incoming ACH, Wires, Checks processed through the Federal Reserve and checks scanned via Remote Deposit Capture.

Our processing windows are:

- Wires immediate credit throughout the day
- ACH same day availability 9:00am, 12:00pm, 3:00pm, 6:00pm CST
- Remote Deposit Capture same day availability 7:00am, 8:00am 11:00am, 1:00pm, 3:00pm, 4:00pm, 7:00pm CST
- Retail & Wholesale Lockbox same day availability through deposit cutoff 5:00pm CST
- Remote Lockbox same day availability through 12:00pm CST

27.1.5 Depository Bank will have all departments work with the Fort Bend County Tax Assessor-Collector and their various departments daily during tax season to verify incoming and outgoing funds for investment purposes. This will be done without a cost to the County.

Cadence Bank understands and agrees to this requirement. We currently provide this level of servicing for Refence #1 and strongly encourage Fort Bend County to reach out to our references to discuss how we support and work with each of them, particularly during peak periods.

27.1.6 The level of available funds in all accounts will be determined by the Federal Reserve's most current availability schedule.

Cadence Bank understands and agrees to this requirement.

27.2 Positive Pay and Automated Clearing House (ACH) Positive Pay: The County requires the Depository Bank to provide all Positive Pay Services and Fraud prevention products to the County. All reports sent by the Depository will be sent to the various County Departments via Secure File Transmission and be able to receive web-based file transmissions. Any services that will assist the County in securing public funds in accounts will be mandatory. At a minimum, values to be compared are the account number, check number, date, amount, and payee

At Cadence Bank, we custom program our positive pay service to match Fort Bend County's check register output file. This is one of the many programming items we facilitate to ease the transition burden on the County.

In addition to sending the files via SFTP, the County has the option of uploading your Positive Pay file via our Allegro! Positive Pay module or single item entry for the one-off checks.

As checks are presented to Cadence, MICR line information is compared with the County's issue file:

- Checks that match in serial number, payee and amount are paid
  - Screening for maximum dollar amounts and stale issue date items is available for these items
- Checks that do not match are considered exceptions
  - Exception items are reported to the County via free alert emails and available for decisioning in our online Allegro! portal or in our mobile app
- Pay/return decisions are made between 8:30am and 12:00 pm CST.
- Reconciliation reports are available in a CSV or PDF paid check file, outstanding check file, voids or issued items to assist with reconciliation and cash forecasting. These reports and file downloads are available at no charge.

Our Allegro! portal uses HTTPS connectivity. Multiple transmission formats can be used per relationship. We build file movement scripts for each file type and monitor source and destination folders with files moved in an automated fashion with little to no human intervention (i.e. ACH, Positive Pay issue files, Lockbox image or data transmission).

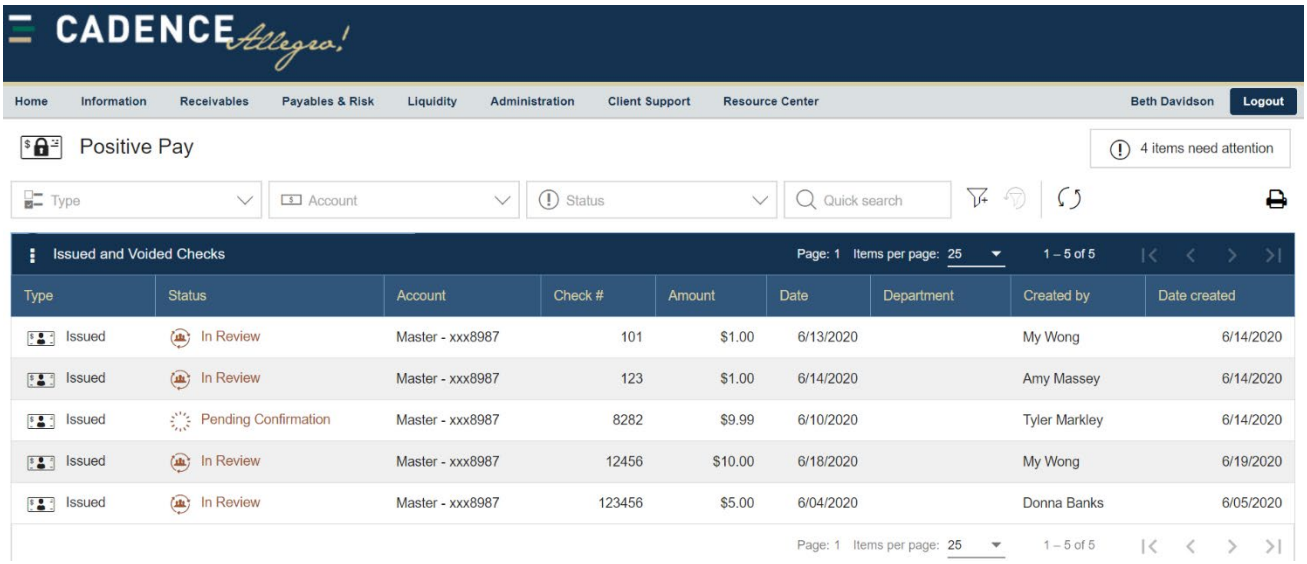


Exhibit E: Allegro! Positive Pay module issued checks

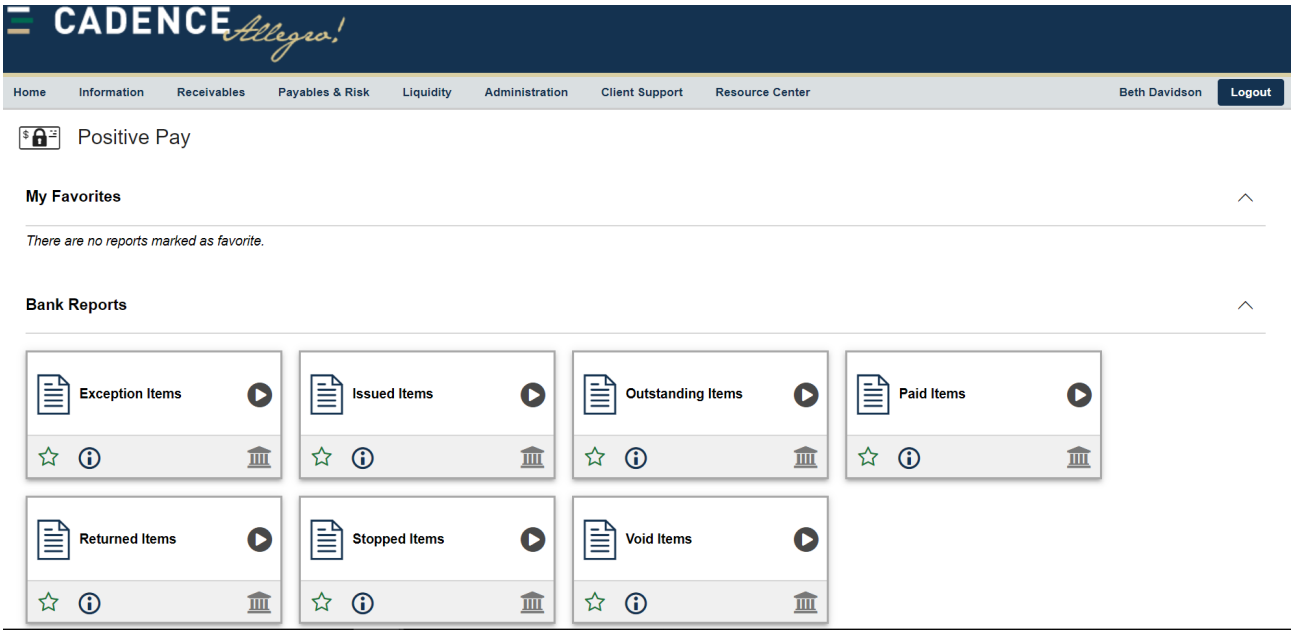


Exhibit F: Allegro! Positive Pay module available reports

ACH Positive Pay

With ACH Positive Pay, Fort Bend County set limits and filters on which ACH debits are automatically authorized to be paid, and you are notified each morning of any debits presented to Cadence that don't fit your criteria.

- Review and decide to pay or return ACH debits presented to your accounts.
  - You can customize the service by creating filters using the originating company ID to identify authorized originators.
  - You can also create amount limits, giving you maximum information on incoming ACH items.

- Security and Fraud Control
  - With instant online access to ACH Positive Pay, you can instantly set up debit filters for each of your trading vendors for acceptable ACH payment amounts drafting your Cadence account.
  - ACH debits within the acceptable amount ranges are paid and can be tracked on Allegro! current day detail reporting.
    - Authorized users can review payments which exceed the acceptable amount ranges and decide to pay or return the payment.
  - Users can also setup alerts for ACH Positive Pay exceptions that require pay or return payment decisions

- Internal Control Support
  - Segregate the roles of debit filter administration and maintenance from pay or return payment decisions through ACH Positive Pay.
  - The segregation of roles supports your internal control policy for separation of duties.
  - Flexible Notifications – Exception notifications may be sent to multiple email addresses or as a SMS text message (if available from receiving cellular carrier).

- Easy Online Access
  - View and process exception items, set up custom filters, and view your transactions at a glance in the easy-to-use Allegro! online portal.

- ACH Positive Pay Reports
  - Quickly and easily generate lists of previous exceptions or current ACH debit filters. The robust reporting provides a wide variety of available criteria when generating your reports.

- Mobile Access
  - Get ACH Positive Pay on your smartphone with Cadence Bank Mobile app for commercial clients.
  - It's a fast, convenient and secure way to manage ACH and allows for the decision on Positive Pay items from your smartphone
  - Positive Pay transactions including the ability manage debit filters or return ACH exceptions.

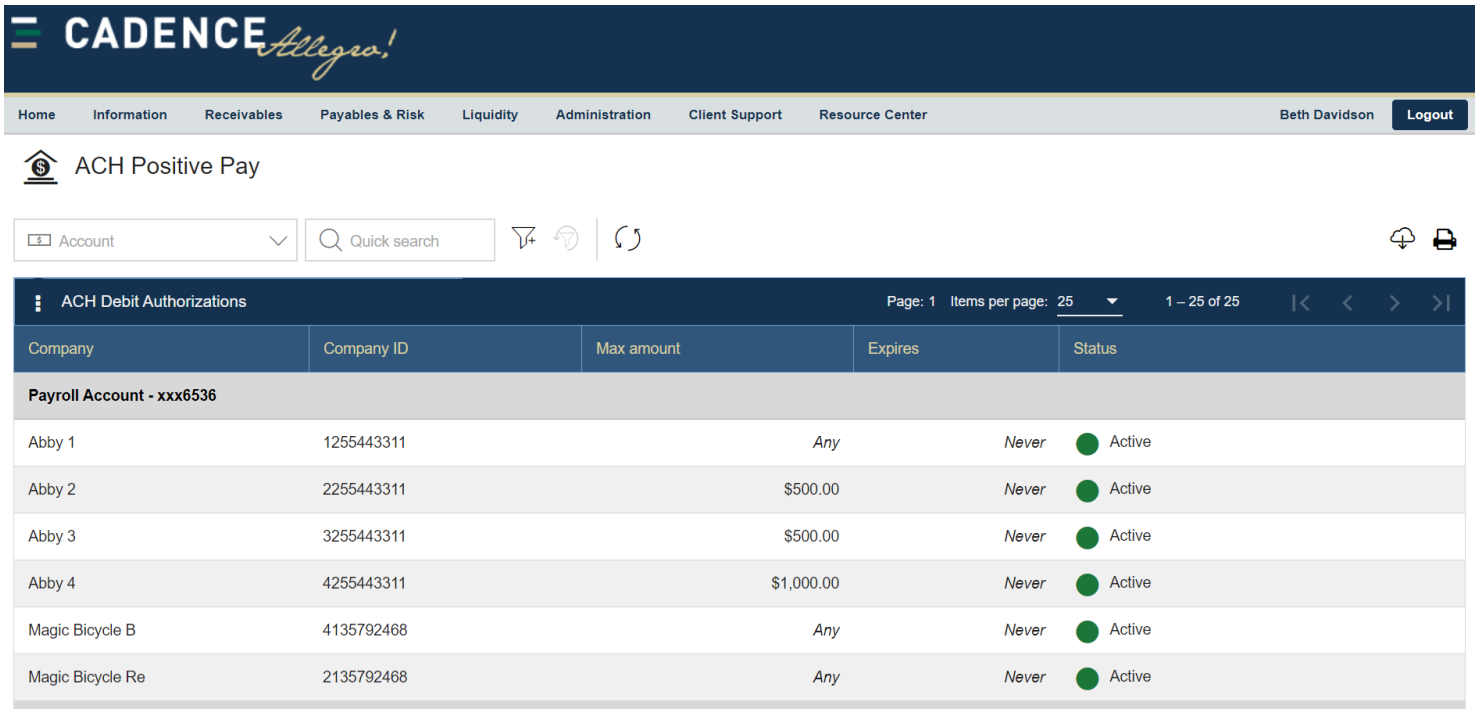


Exhibit G: Allegro! ACH Debit Authorizations

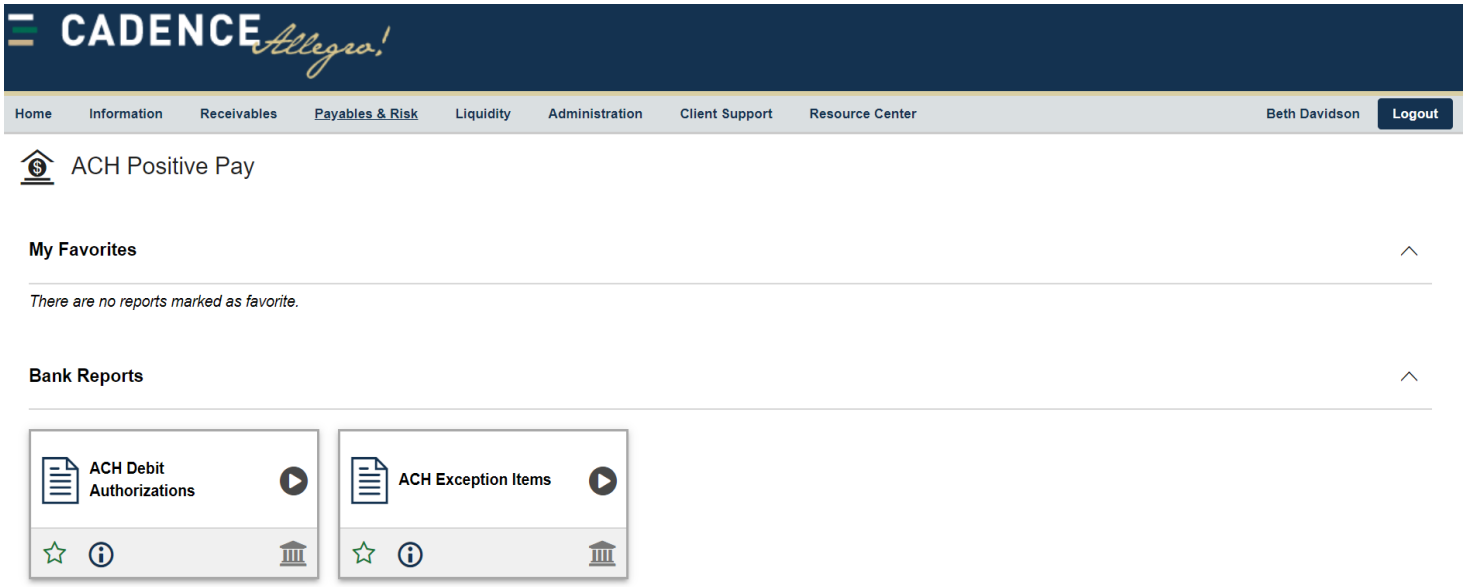


Exhibit H: Allegro! ACH Positive Pay Reports

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

Cadence Bank understands and agrees to this requirement.

We will creatively set-up Fort Bend County accounts up within a special cost center allowing us to manage the relationship in a more efficient manner. We will facilitate the overdraft provision through a master grouping at Fort Bend County's designation and look across all of the County's accounts to determine the aggregate balances.

27.4 Reconciliation: The County requires the Depository Bank to have the ability to download debits and credits via a website on a daily and/or monthly basis identified by the type of transaction and in a format acceptable to the County. The Depository Bank must have the ability to identify adjustments by type of transaction (proof, vault, return item, etc.) and relate to both the location and original deposit and this must be on balance reporting and bank statements. The Depository Bank will have the ability to provide ARP/Positive Pay reports in print and/or electronic formats. The Depository Bank will provide an indexed image file of returned, outstanding, and cleared checks. The Depository Bank will also provide an account reconciliation report.

Cadence Bank's Information Reporting module within our Allegro! portal provides both Previous Day Reporting and Current Day Reporting. This reporting and ability to view transactions in real time allows for the County to view all transactions, while also viewing transaction type and location if applicable.

Our Information Reporting module serves as both the reporting tool for transaction and balance detail as well as the image repository. This reporting functionality will generate comprehensive account information, with 13 months online of history and image access, and 7 years of bank & account analysis statements by retrieving document images with the latest security and encryption technologies to increase protection of your financial data.

Below are additional features:

- 13-Month History
- Search engine with advanced filters for:
  - Account Number(s)
  - Date Range
  - Dollar Amount
  - Transaction type (ACH credit, adjustment, lockbox deposit, etc.)
  - Updates throughout the day as Fed files are received for same-day reconcilement
- Provides all ACH incoming items with or without addenda (CCD+) record
- ACH EDI Detail report included in the Favorites Canned Report list
- Detailed Online Transaction View
- Exportable reports available for client download in following formats:
  - MS Excel (Summary)
  - Adobe PDF (Summary)
  - Adobe PDF Detailed
  - NACHA format
  - CSV format (Detailed)

Full Reconciliation

Cadence Bank's Full Reconcilement provides a full reconcilement of disbursement accounts after we receive your required check issue files at Cadence Bank.

The County forwards the bank an electronic file with the check numbers and corresponding dollar amounts of all checks issued; payee names are recommended. We will use the Positive Pay issue files for those accounts on Positive Pay.

Cadence will compare your issued check information to check clearings; if items match, they are reconciled, if not, an adjustment is made to the account. Cadence Bank identifies and corrects check-payment errors (encoding, mis-posts, etc.) before reports are generated.

Within 7 business days of your statement period end, files are provided online via Allegro! or SFTP (Secured File Transfer Protocol) and can be delivered in a format compatible with the Fort Bend County's Infor system.

The electronic reports/images include:

- Paid check listing- offers complete reporting of all checks paid against your account during the reconcilement period by location; check number, dollar amount, issue date, paid date for all items and payee name. Also includes stopped and voided items.
- Outstanding check listing- lists all unpaid items by location in check number order including check number, issue date, check amount and payee name if provided.
- Miscellaneous debits/credits and adjustments by transaction type and location
- Indexed image file of cleared, outstanding and returned items
- ACH, Wires and electronic transactions
-

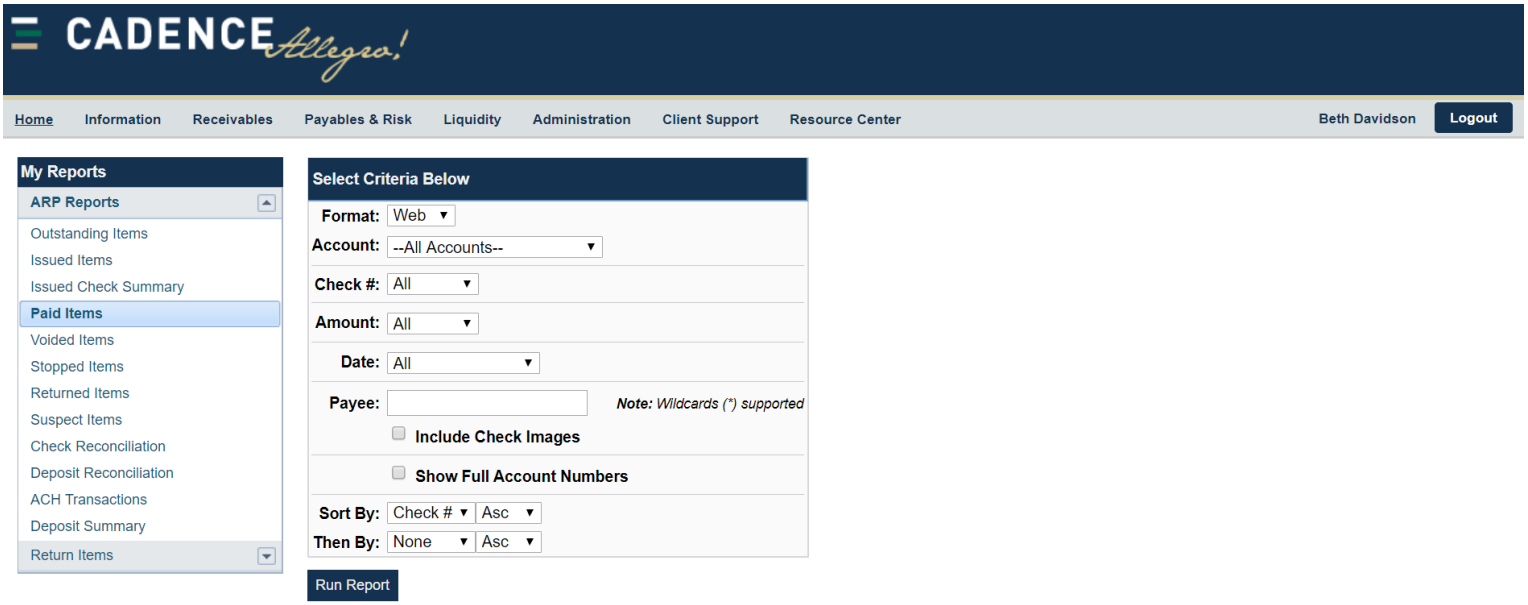


Exhibit I: ARP Full Reconciliation Report Criteria

27.5 Electronic Data Interchange Services (EDI): Currently, Fort Bend County is receiving remittance detail via EDI services. Include this service in response.

Cadence Bank can send incoming ACH EDI detail to Fort Bend County in the form of a NACHA file via SFTP or Allegro! File Transfer.

Through our Allegro! portal, Cadence Bank will provide Fort Bend County our Special ACH EDI Details and Summary Report to view and export from Allegro!. Below is an example of the detail available to the County.

ACH EDI Details Report

CADENCE Allegro!

MIDLAND (1733581733)
ABC - xxx4901

RECEIVER INFORMATION	
Receiver Name:	ABY Info LP
DFI Account Number:	xxx4901
Receiving DFI ID:	--
ID Number:	S-002222
Settlement Date:	--
Transaction Type:	22: checking credits
Amount:	$554.54

ORIGINATOR INFORMATION	
Originator Name:	MIDLAND
Company ID:	1733581733
Originating DFI:	11100002
Company Descriptive Date:	--
Effective Entry Date:	3/5/2019
Transaction Description:	EFT PAYMEN

TRANSACTION DETAILS	
Company Discretionary Data:	0000000000000000049
Entry Description:	EFT PAYMEN
SEC Code:	CCD
Service Class Code:	200
Batch Number:	5318
Discretionary Data:	--
Company Name/ID#:	MIDLAND
Addenda Rec. Count:	1
ACH Trace Number:	111000027 1110000

ADDENDA

Addenda Information
3002029 * 137123\

Exhibit J: ACH EDI Details Report

27.6 Wire / Automated Clearing House (ACH) Transfers: The Depository Bank will provide services that allow the County to initiate and transmit transfers via PC and web-based applications. The Depository Bank shall maintain wire transfer facilities to the Federal Reserve Bank for investment purchases or sales and other transactions with financial institutions. Subsequent written and/or online confirmation of such wire and ACH transactions will be provided to the County. To guard against electronic fraud, the Bank must provide the County an ACH blocking service to filter electronic debits and allow only those authorized by the County. The bank must provide the County with the ability to restrict outgoing wire transfers to only those authorized.

Automated Clearing House (ACH)

Cadence Bank's Automated Clearing House (ACH) solution gives Fort Bend County a dependable collection and payment system that can help optimize the County's cash flow and overall productivity. The National Automation Clearinghouse Association (NACHA) facilitated 24.7 billion transactions that total over $55.8 trillion in 2019, making ACH one of the most utilized and safest payment methods.

- Faster and More Reliable Payment Delivery
  - Regardless of location, unexpected weather, or transportation delays, you are assured that funds can be paid or collected on time.
- Control Settlement to Better Manage Cash Flow
  - By originating ACH transactions, you determine the effective date of the settlement to your account resulting in more predictable cash flow.
- Reduced Costs
  - ACH provides a convenient, low-cost and flexible way to make payments and receive funds by eliminating the need for check printing, mailing and reconciling expenses. No more hassles associated with lost or stolen checks.
- Better Use of Funds
  - By using ACH to concentrate your funds, you minimize idle balances and gain access to more funds for investments and loan payments

ACH payments can be used for multiple payment types including, direct deposit vendor payments, tax payments, child support payments, constituent debits and refund payments

Same-day ACH credit originations* allow you the ability to expedite transactions requiring same-day receipt for single transactions $100,000 or less at a fraction of the cost of a domestic wire transfer. Same-day ACH also provides you with a contingency option for emergency payrolls and missed payment deadlines.

Our deadline for receiving your files, batches and entries is 6:00pm CST. Same Day ACH deadline is 1:00pm CST.

*For additional information on ACH rules, visit the NACHA website at nacha.org.

Please see answer to 27.2 for ACH Positive Pay information.

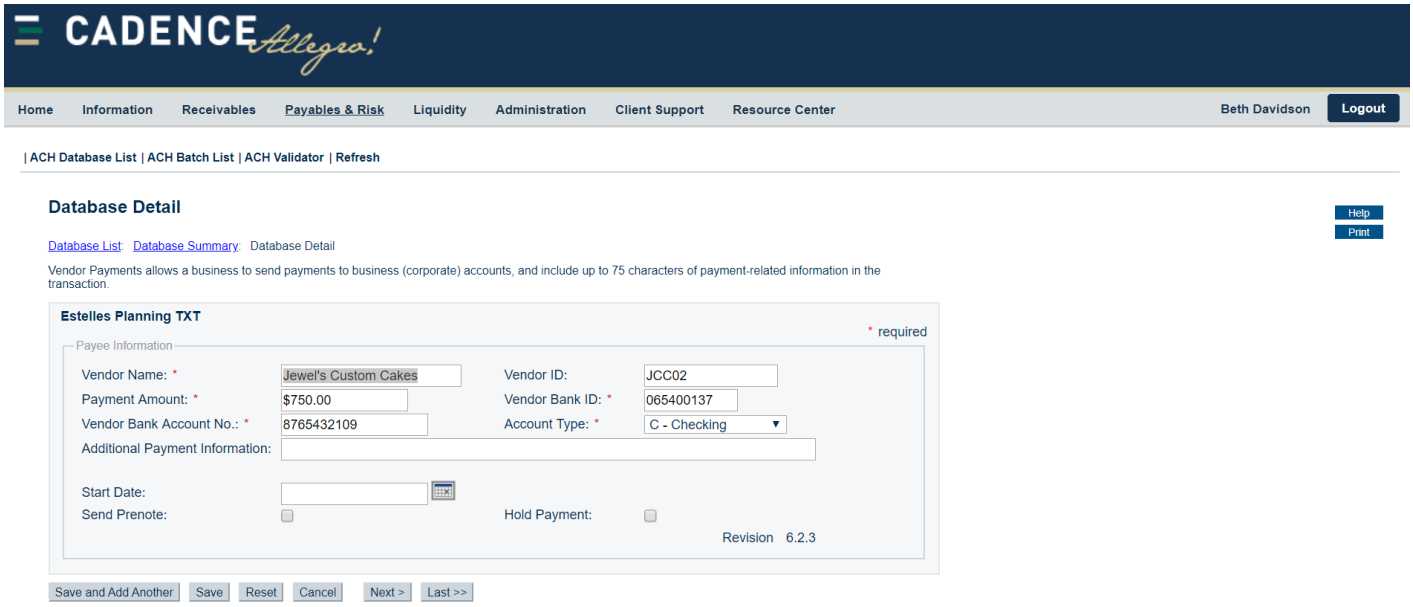


Exhibit K: Allegro! ACH Module Database Transaction

Wire Payments

Cadence Bank's Wire Transfer Service offers a secure, high speed electronic payment solution that provides a reliable way for the County to send or receive payments needed for same day or future dated settlement. Domestic wires are sent via the Fed wire, which is a real-time gross settlement system that offers participants the ability to send and receive time-critical payments. Multiple information reporting options are available for your wire transfer activity including Allegro! Wire Activity Reports, BAI files, email advices and mail advices (for transaction confirmation).

- Single wires can be initiated through the Wire Transfer module in the Allegro!. Batch wire processing can occur via secure FTP or File Transfer for batch wire processing. Wires initiated through our Allegro! portal require token authentication for release.
- Incoming and outgoing wire transfers that have reached the processed status are available real time within our online portal. Incoming and outgoing wire alerts are available as well as. The wire system opens at 7:30 am CST and closes at 4:30pm CST.
- Incoming and outgoing wires can be confirmed by email advice, current day BAI file available every 15 minutes, or retrieved within the Allegro! portal via free alerts.
- Wires can be future dated up to 10 business days for all wire types.
    - Future dated wires are executed at the opening of the wire system at 7:30 am CST each business day.
- Deadline for outgoing wires is 4:00pm CST.
- Deadline for Account Transfers is 10:00 pm CST.
- Deadline for incoming wires is 5:30 pm CST.

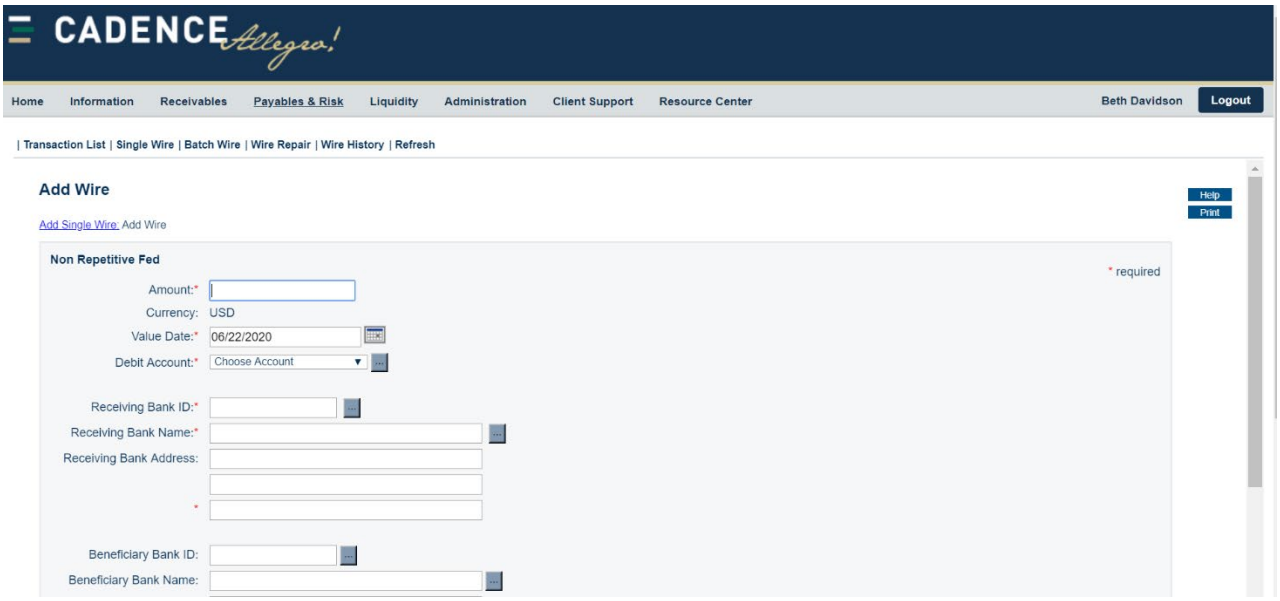


Exhibit L: Allegro! Wire Module Single Transaction

Entitlements and Dual Control for Wire and ACH Transactions

- Cadence Bank Allegro! users are granted entitlements based on Fort Bend County's requirements. This allows the County to restrict access to each module and function within each module. Not only do these safeguards protect the County, but they also provide an audit trail to track all transactions.
  - In addition to having the ability to restrict access down to the module and transaction type, Allegro! allows for dollar limits for each user to be put in place.
- Dual control is also highly recommended for the initiation and release of wires.
  - Dual control requires one authorized person to initiate the wire with a second authorized person releasing the wire.
- Dynamic approvals are available up to 4 levels, with initiator and up to 3 levels of approval.

27.7 Account Maintenance:

27.7.1 Statements: Monthly paper and/or electronic bank statements showing overall activity to the County's accounts in a calendar month shall be provided no later than ten (10) business days for paper statements and one (1) business day for electronic statements following the end of each month. The Depository Bank will provide the County with a full reconciliation for specified accounts or a Partial Reconciliation for certain other accounts in electronic and paper formats. Wire transfers shall be supported by transaction details identifying such items on Balance Reporting. Each month the Depository Bank shall prepare individual account analysis. All charges shall be in conformity with those specified in the agreement. Account analysis shall be provided each month no later than fifteen (15) days following the end of a calendar month to the Fort Bend County Office

of Financial Management. Account analysis will be available in downloadable spreadsheets and paper formats.

All bank statements are available by 5:00am CST following the end of each month on our custom built single sign-on portal, Allegro!. Account Analysis statements are available 15 business days after month end. Both bank statements and account analysis statements are stored for a 7-year history archive available to authorized users by account. We will also securely transmit a standard monthly account analysis 822 data file for all activity and fees within the contract via SFTP or Allegro! File Transfer.

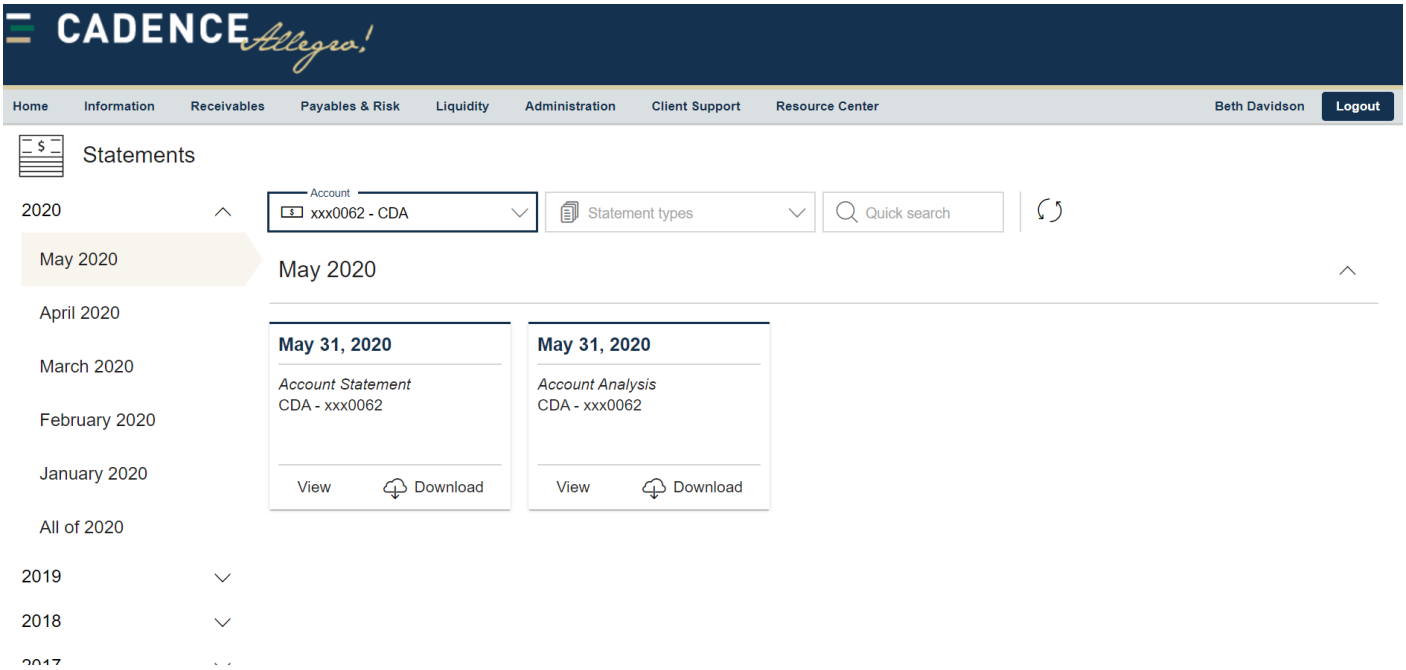


Exhibit M: Allegro! Statement and Account Analysis Module

27.7.2 Resource Personnel: The Depository Bank shall assign local personnel who will be available to answer questions pertaining to transactions that require detailed explanation and a Depository Bank officer(s) with overall responsibility for the accounts shall be assigned. Assigned Bank personnel must be available for phone calls, web conferencing, and in-person meetings as required by Fort Bend County.

The County's day to day relationship team will be lead by Beth Davidson, Senior Treasury Management Officer. Beth is supported by Tami Harrell, Treasury Management Officer and a day-to-day Tactical Unit that consists of a dedicated Implementation Project Partner and a dedicated Client Service Partner.

The County's dedicated relationship team, along with our management teams are located in Houston, TX. In addition to Fort Bend County's dedicated team, being located in Houston, TX, both Cadence Bank's President, Hank Holmes, and CEO, Paul Murphy are located in Houston, TX.

27.8 Printing: As an optional service, the Depository Bank will provide custom laser printed check stock, debit/transfer slips and deposit slips in conformity with the County's specifications.

Cadence can order check stock, debit/transfer slips and deposit tickets on behalf of Fort Bend County. Fees for the printing can be offset in account analysis with excess balances.

As part of our financial offering we are providing Fort Bend County with an annual account analysis credit of $3,000 that can be used for check orders and/or deposit ticket order reimbursements each year for the term of the contract. This incentive provides the County with a $18,000 account analysis credit.

27.9 Safekeeping: Texas Local Government Code §116.051, et seq., requires that the Depository Bank shall provide for the care, safekeeping and custody of securities in which the sinking funds, for the redemption and payment of outstanding bonds, may be invested. Such sinking funds may be invested in authorized investments in accordance with Texas Local Government Code Ann. §116.051. Following the qualification of the Depository Bank, such securities, if any, are to be delivered to the Depository Bank for safekeeping within fifteen (15) days. Each sinking fund should have a separate safekeeping account. When any securities owned by the County (other than those provided for in the preceding paragraph) are placed in the Depository Bank, it shall provide for the care, safekeeping and custody of such other securities. Access to these securities is to be permitted only by Order of the Commissioners Court and in the presence of an authorized representative of the Depository Bank, the County Auditor, and the County Treasurer. Safekeeping receipts will be available via web site or e-mailed within five business days of the transaction date. The Custody Services Agreement (Exhibit D) will be included in the agreement between Fort Bend County and the vendor.

Cadence Bank Trust Services will provide for the care, safekeeping and custody of securities in which the sinking funds, for the redemption and payment of outstanding bonds, and invest according to the Texas Local Government Code. The Services as set out in the governing Custody Agreement in Tab V include:

1. Account administration with personal relationship officers
2. Custody of assets
3. Flexible trading arrangements
4. Prompt trade settlement and notification of capital changes
5. Daily sweeps of “un-invested” cash
6. Comprehensive statements
7. Collection of interest and dividends

The services excluded but are available at an additional trust fees include:

- Discretionary management of assets
- Investment advice, monitoring of asset related risk or performance, or compliance of assets with limitations of County Investment Policy Statement

- Paying agent or any other related services not set forth in the governing Custody

Cadence is offering Fort Bend County a rate of 0.035% based on an asset estimate of $750,000,000. If this estimate varies significantly, Cadence reserves the right to reevaluate the financial offering.

27.10 Vault Services Coin Currency: The Depository Bank will provide local vault services for coin and currency deposits or utilize a third party that is local and will contract with armored car service along with County to transport coin and currency deposits from various departments within the County. The Depository Bank will process all coins and currency deposited by the County on a same day credit basis. If Remote Lockbox is utilized, the Depository Bank will provide a Virtual Vault alternative that may be utilized. The Depository Bank will provide a solution for handeling and counting large quantities of seized funds (forfeitures, drug, etc.) within near proximity, preferably in Fort Bend County during banking hours with short notice.

Cadence Bank utilizes a Virtual Vault with Loomis (the largest integrated cash distribution network in the US). Fort Bend County's armored car vendor can deliver all coin & currency from the County's multiple locations to the Loomis Houston Vault located at 9225 Park South View, Houston TX 77051. All cash deposits (coin & currency) delivered to the Loomis vault by 10:00am CST will be counted and issued same day credit. Any cash deposits delivered to Loomis after 10:00am CST will be counted and issued credit the following business day. Detailed flow charts for the virtual vault & change order processing are on the next two pages and are located in Tab V. These flow charts describe the timing of courier deliveries with the Loomis vault center and credit/debit SLA's once delivered by an armored car.

Change Orders entered in the VRU or online user I.D. by 10:00 AM CT are available for next day courier pickup (24 hours). Rush or Same Day Change Orders entered in the VRU by 12:00 noon are available for courier pick up after 2 hours for a Rush fee.

Loomis will support the delivery of plastic bags, rolls or locked vaults through our virtual vault solution for cash deposits. Loomis will store and return the vaults to the armored car transport implemented to pick them up the following day. Loomis will not be responsible for any damages to the metal vaults. Keys for said vaults will be maintained by the Loomis staff.

If it is a requirement of the contract, Cadence will work with the County to contract with an Armored Car carrier on the County's behalf.

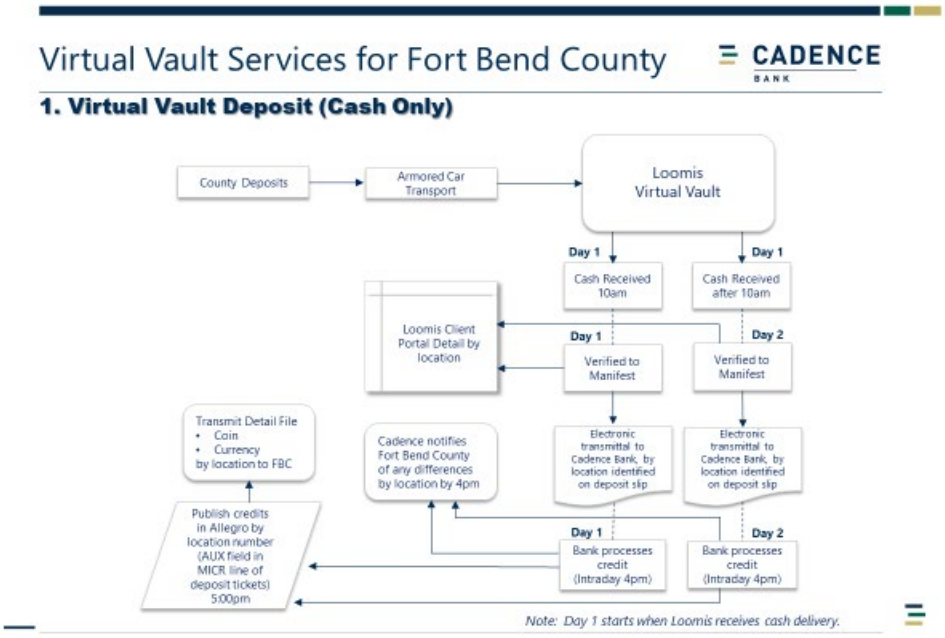


Exhibit N: Virtual Vault Deposit (Cash Only)

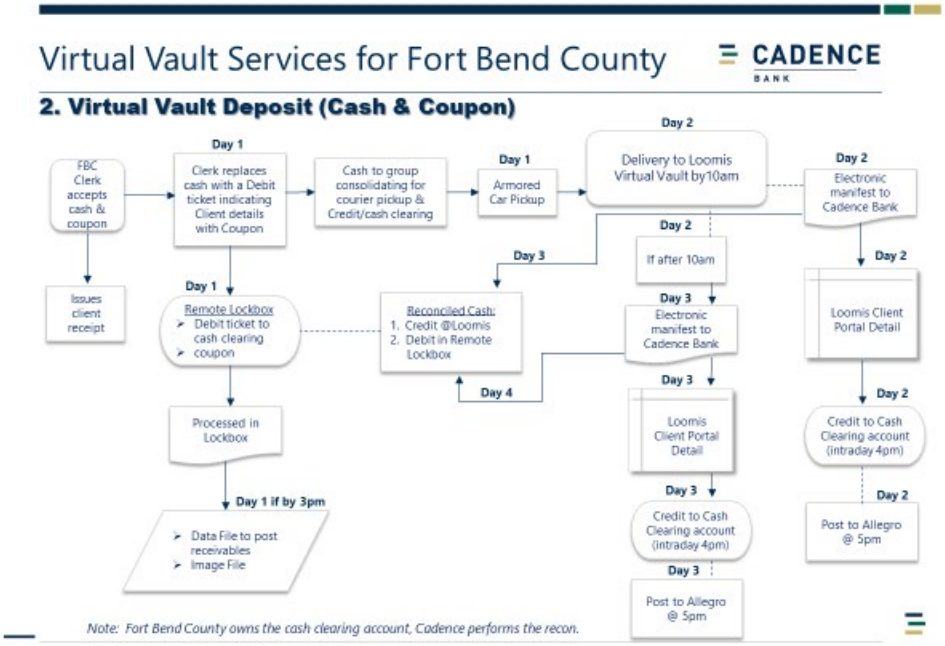


Exhibit O: Virtual Vault Deposit (Cash and Coupon)

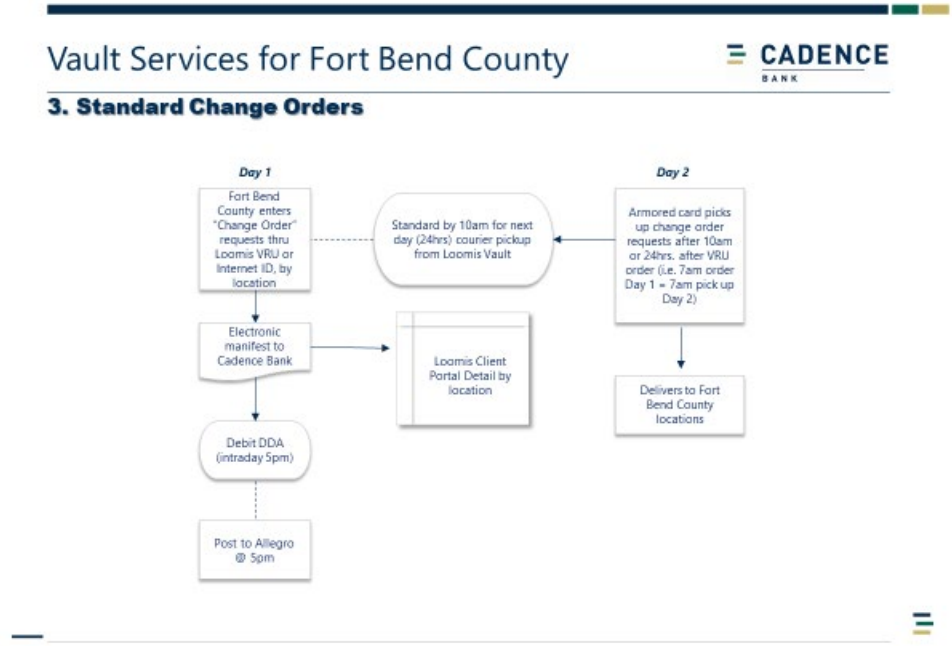


Exhibit P: Standard Change Orders

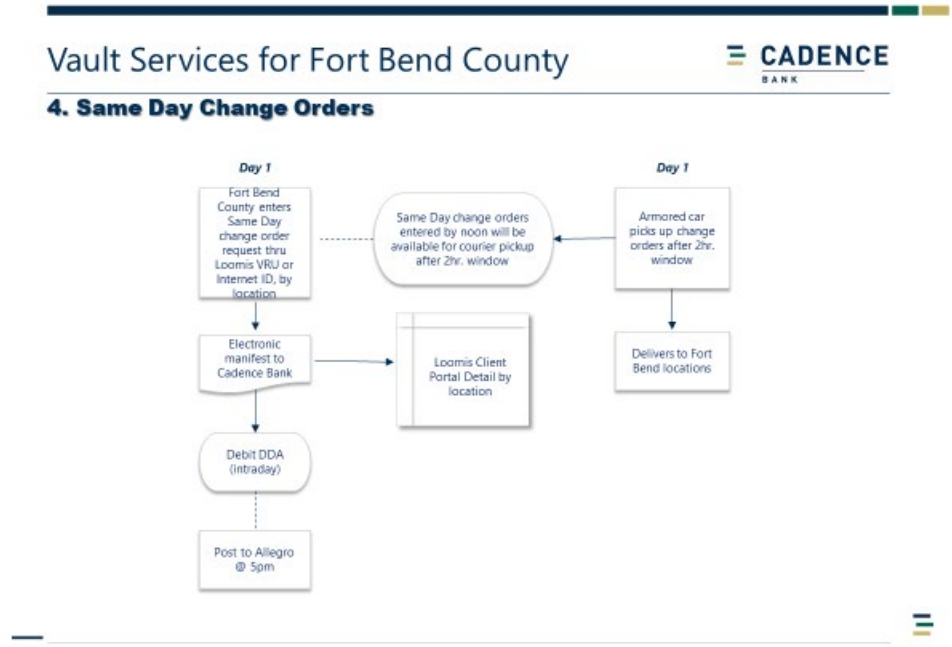
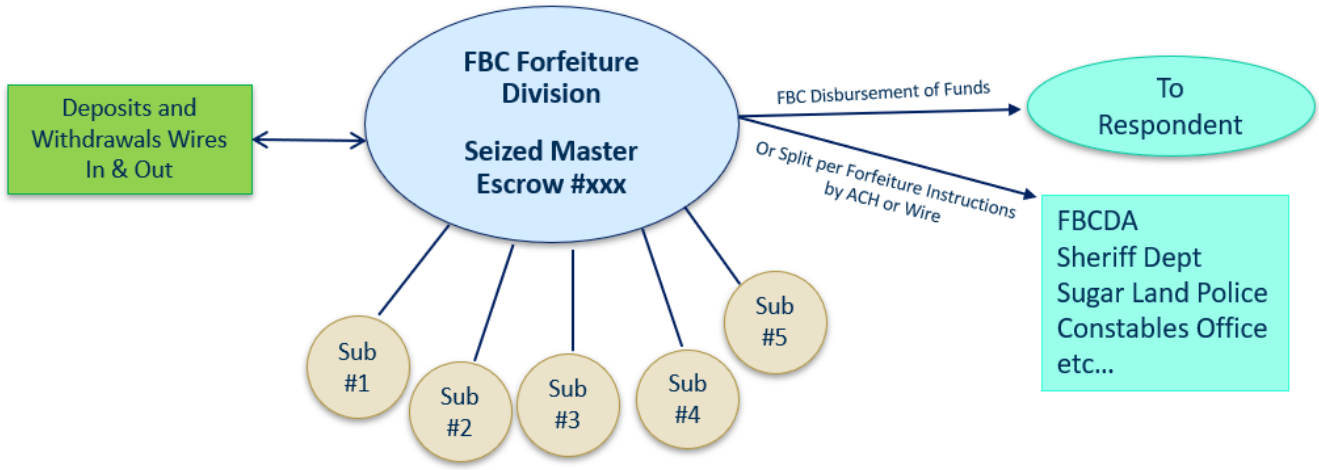


Exhibit Q: Same Day Change Orders

Seized Funds Solution

Cadence Bank has developed a unique solution for any agency within Fort Bend County to bring seized funds to our Williams Tower location for verification and deposit. We have a designated window where County officers may make deposits at any time from 9:00am CST to 5:00pm CST, Monday-Friday. Below shows the process flow for deposit and disbursement. On the next page is the form the County will use for deposit of these funds.

Fort Bend County District Attorney Forfeiture Division



1) Bank TM moves funds in sub to fund & out sub to close through master escrow.
2) Branch accepts cash & deposits into master escrow using location numbers by Agency, notifies TM.
3) TM assigns account #, TM opens sub account & communicates to FBC DA Office.
4) Sub Accounts are restricted, no signature card, 1099's issued under TIN on Sub account and can be PF interest bearing or PF DDA.
5) Bank closes sub account per FBC instructions and moves funds to master escrow account. FBC distributes Respondent funds by check on master escrow, wire or ACH.
6) FBC seizes forfeiture funds and split by wire or ACH under dual control – same process as #5.
7) Daily A2i Detailed report send SFTP or File Transfer to DA Office – name, agency, account #, date opened, account balance, interest accrual...
8) Information Reporting for the Master Escrow Account giving DA office access to all activity by Agency.

Exhibit R: Seized funds deposit, disbursement and information reporting process

CADENCE BANK

Cadence Bank, N.A.
2800 Post Oak Blvd., 1st Floor Lobby
Houston, TX 77056
Parking located in circular drive in front of building

Hours: 9am-5pm
Ph: 713-871-3900

RE: Deposit to Master Escrow # : _____ TIN#: _____

Request New Money Market Savings Sub Account:

Fort Bend District Attorney's Office FBO

Defendant's Name: _____

c/o Agency - _____ Case # _____

Requested by (officer name): _____

Officer's e-mail: _____

Officer's Phone: _____ Date: _____

Declared Amount: $ _____ Case Type: ☐ Chapter 59 ☐ Gambling

Money Denominations:

$100.00	X		=	$ 0.00
$50.00	X		=	$ 0.00
$20.00	X		=	$ 0.00
$10.00	X		=	$ 0.00
$5.00	X		=	$ 0.00
$2.00	X		=	$ 0.00
$1.00	X		=	$ 0.00
$0.50	X		=	$ 0.00
$0.25	X		=	$ 0.00
$0.10	X		=	$ 0.00
$0.05	X		=	$ 0.00
$0.01	X		=	$ 0.00

Total: $ 0.00

For Bank Use Only

Cash Verified By: _____ Date: _____ Time: _____

_____ Date: _____ Time: _____

New Sub Account #: _____ * Add to A2i Report

Opened By: _____

Return completed form to Fort Bend County District Attorney's Office, Attention:

Exhibit S: Proposed Deposit Form for Seized Funds

27.11 Payroll, Debit and Stored Value Cards: As an optional service the Depository Bank will have the ability to provide payroll, debit and stored-value cards.

Cadence Bank partners with a third party vendor, Prepaid Technologies, to provide payroll cards, prepaid purchasing cards, reward cards and other stored value card solutions for a fully-managed payroll program, including program development, implementation, training, technology, onboarding and ongoing program management. They offer flexible, best-in-class solutions that can be customized and brought to market quickly and effectively.

1. The County can offer branded cards, which are easy to use and provide employees immediate access to their pay. Payroll cards are typically reloadable, declining balance debit cards for traditional payroll needs, daily payments or can create custom payment solutions. Prepaid Technologies will provide new direct deposit account information to the County in advance and work to make sure your payroll file processes correctly to the new cards with no interruptions.
2. “Instant Issue” cards are also available and can be ordered in bulk, issued to employees on demand and can be replaced with personalized cards after two loads.
3. Prepaid Technologies also offers a complete package of free customizable training and marketing materials to the County communicating the benefits of payroll cards to your employees. Payroll cardholders have immediate and flexible access to their pay on payday. Real-time transaction information is available to cardholders online, by phone or via text messaging. Cards can be used to access cash at ATMs and to conduct both PIN-based and signature based transactions. Cardholder customer service is available at no charge through a user-friendly website, automated voice response phone line and live agents. Cardholders can check their balance, transaction history, replace lost or stolen cards and settle disputes without having to contact the County. Cardholders can utilize online bill payment, make signature transactions, participate in SMS text message and receive monthly statements at no charge. Cardholders can receive one (1) free cash advance per pay period and also transfer funds to their bank account once per pay period at no charge.
4. All cardholders will have access to the Allpoint ATM network at no charge. Allpoint offers over 55,000 ATMs located throughout the United States in popular retail stores.
5. Prepaid Technologies will work with the County to comply with the procedures and policies of the County. No fees are incurred by the County for card loads or new card setups.
6. Prepaid Technologies will manage all escheatment processes associated with payroll cards. Once funds are transferred to a payroll card, they become the property of the recipient, so the employer no longer has to concern itself with remitting unclaimed pay to the state government under escheatment laws. In the case of payroll cards, this becomes the responsibility of the card issuer, who closely monitors all state laws for escheatment, and applies the

most conservative guidelines to remit unclaimed funds on payroll cards to comply with state requirements.

7. Prepaid Technologies offers a variety of other innovative and flexible stored value card solutions – including purchasing card and reward card programs. As Prepaid Technologies currently provides the "Juror Payment Card" to Fort Bend County, you can continue to enjoy this relationship. The solution for jury payments includes a streamlined solution that offers efficiencies for the County.
8. Fees for the Prepaid Technologies cards are included in your account analysis for offset with DDA balances for earnings credit rate ECR.

27.12 Stop Payments and Voids: The Depository Bank will have the ability to accept web-based stop payment orders and voids. Stop payments will remain in effect for a period of twelve (12) months. The Depository Banks electronic access system will allow for searches, deletions and adjustments.

Fort Bend County can conveniently place stop payments via Allegro!. Stop payments are placed for 12 months as standard. Allegro! allows for the County to place stop payments on either a specific check or a range of check numbers. Fort Bend County can also view all active stop payments on your accounts and review all stop payment history submitted in Allegro!. Voids can be issued at no cost in our Positive Pay module. Voids allow for any check that isn't valid to come to the County as a Positive Pay exception to decision as return or pay. Voids have no expiration date.

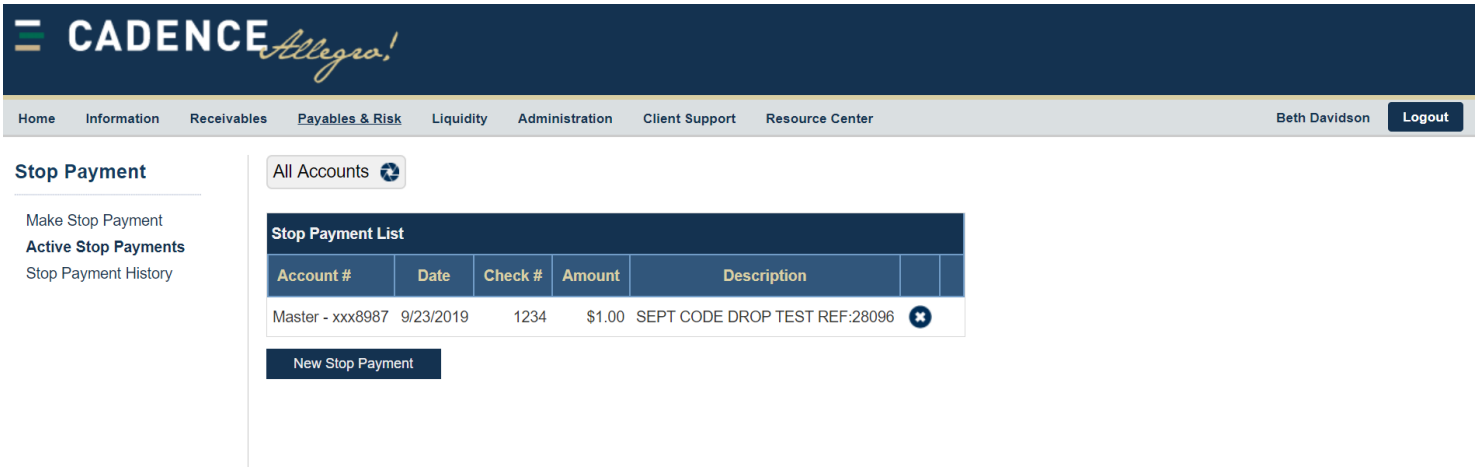


Exhibit T: Allegro! Stop Payments

27.13 Investment Sweep Accounts: The Commissioners Court will contract with the Depository Bank with respect to the payment of interest on investment sweep accounts at such lawful rate or rates contained in the agreement of the bank selected as the Depository Bank. Interest will be earned on the daily collected balance and such daily collected balance shall be determined by using the most current Federal Reserve availability schedule. Accounts will be set up on a calendar month basis and the interest earned shall be credited to the respective County accounts on the last business day of the month.

Cadence offers overnight sweep funds as approved by the Fort Bend County Commissioners Court from Fidelity Investments, Dreyfus Investments or the Promontory Interfinancial Network. The overnight sweep fund balances and activity will be reflected in our Allegro! portal daily by 7:00 AM CST.

- Fidelity Investment Government Fund Sweep – current rate is 0.08% as of 6/19/20
- Dreyfus Government Cash Management Fund Sweep – current rate is 0.10% as of 6/19/20
- Dreyfus Treasury Cash Management Fund Sweep – current rate is 0.08% as of 6/19/20
- Promontory ICS Demand Sweep – current rate is 0.01% as of 6/19/20

The interest credit occurs the first business day of the following month.

Investment deadline varies by fund

- Dreyfus government or treasury funds with repo cut off is 5pm EST/ 4pm CST
- Dreyfus government or treasury funds without repo cut off is 3pm EST/ 2pm CST
- Fidelity government fund cut off is 5pm EST/ 4pm CST
- Promontory ICS Demand Sweep cut off is 5pm EST/ 4pm CST

27.14 Self-Directed Investments: The County reserves the right to withdraw, from time to time, any amount of funds of the County that are deposited in any County Depository Bank and to invest those funds in investments allowed by the Public Funds Investment Act and the County's Investment Policy.

Cadence Bank understands and agrees to this requirement. Cadence Bank current interest rates are located in Tab 5. Below are additional interest-bearing options that are available to Fort Bend County:

- Cadence Bank is offering Fort Bend County the option to place funds in a Commercial Money Market account. Interest will be credited monthly with no minimum account balance restriction. The Money Market account is limited to six monthly withdrawals.
- Promontory Interfinancial Network LLC – ICS Savings (limit $125,000,000 by tax id) cut off is 2:30pm EST/1:30pm EST.
- Promontory Interfinancial Network LLC – CDARS (limit $150,000,000 by tax id) cut off is on each Wednesday 1 PM EST / 12:00 PM AM CST. Promontory is fully FDIC

27.15 Check Reader and Check Guarantee: The County requires check reading equipment to work with credit card terminals to perform check guarantee services.

Traditionally check guarantee services costs do not outweigh the benefit, for this reason, many of our clients utilize Remote Deposit Capture or Remote Lockbox to quickly and easily deposit checks onsite.

With our eGov online payment convenience fee model, we utilize an e-check verification feature that validates account ownership and account status in real time.

If in-person check verification is required, Cadence will partner with gVerify to provide real-time account status prior to approving a deposit or accepting payment. gVerify uses a routing and account number to:

- Confirm that an account is open, active and in good standing prior to accepting any type of payment originating from a checking account.
- Process ACH debits and disburse funds or claims via ACH or wire
- Verify account status and ownership for recurring payment set-up

These solutions allow the County to eliminates opportunities for fraud without adding friction.

27.16 Remittance Processing (Lockbox and eLockbox): The Depository Bank must have a Retail and Wholesale facility within 50 miles of Fort Bend County to process all lockbox needs for all Fort Bend County Entities. The local lockbox facility must have equipment that is able to process ten thousand (10,000) pieces of mail per day or more and must be staffed accordingly. A brief description of the physical location of the lockbox facility and the type of equipment the bank utilizes to process documents is required. See Attachments r and u for detailed requirements for Fort Bend County remittance processing (lockboxes).

Cadence Bank has a state-of-the-art Lockbox facility for both Retail and Wholesale lockbox payments in Houston, Texas. Our lockbox facility is located in Williams Tower at 2800 Post Oak Boulevard in Houston, TX, 24 miles from the Fort Bend County offices.

Our team and equipment is capable of processing 1,000,000 items per month during our peak season across our client base with our current staff. We have the ability to staff up with temporary staff during spike processing seasons/windows. Currently, we process 6 days a week today. The County's anticipate volume is not an issue for the lockbox facility or expertise of our lockbox team. We are very proud of our lockbox facility and the customization we deliver to our clients and invite the County to visit our local facility for a tour.

At Cadence, we have innovatively created custom solutions using our clients billing file databases in lockbox giving us the ability to bounce payment transactions against the database and confirm client account/statement or pertinent information not included with the payment efficiently completing the

posting file detail for our client to eliminate exceptions. We call this solution our "Match File" process.

We have used the payment data files to create a secondary database that also contains the payment (check) ABA, account number and amount to programically bounce any return checks to retrieve the originally client posting detail and create a reversal posting file which includes the return reason, return date, client account number… to automatically reverse the chargeback as easily as the original payment was posted.

We will transmit all image files with the County's customized image index and/or pass the images to our Web Lockbox image portal with Allegro!. Web Lockbox stores the lockbox check, coupon, envelope and supporting correspondence for the 7-year archive. The County can designate user access by lockbox.

As part of the implementation we will provide an end-to-end process review and make process recommendations based on Fort Bend County's unique needs.

Lockbox Corrective Workstation with Virtual Coupon

Cadence's Lockbox Corrective Workstation with Virtual Coupons will save the County a tremendous amount time and expense. Instead of returning payments back to the County that are mailed in without a coupon the Bank will process the check only payment and post electronically to an exception queue allowing the County's team to view over the web and append with the correct payer account number/period on the virtual coupon. Our lockbox team will then process the payment on the same day. These payments will be included in the County's end of day remittance posting file and image file. The virtual coupon image will be stored the same way retail lockbox coupons are stored today without the cost of reprinting, couriers and time lost in transit creating a much more efficient process. These images and transactions are available in the 7 year archive.

eLockbox

Fort Bend County currently receives checks from banks or third-parties on behalf of your customers, you know the inefficiencies they can present. Inaccurate account information and labor-intensive processing can delay posting and lead to customer service issues.

Cadence eLockbox service streamlines payments made through online banking and other bill pay websites. Rather than allowing these transactions to become slow moving bill pay checks, eLockbox consolidates the payments and delivers funds & posting data to you electronically; posting data that is integrated with your Lockbox data file. The result is fast, straight-through processing that maximizes efficiency.

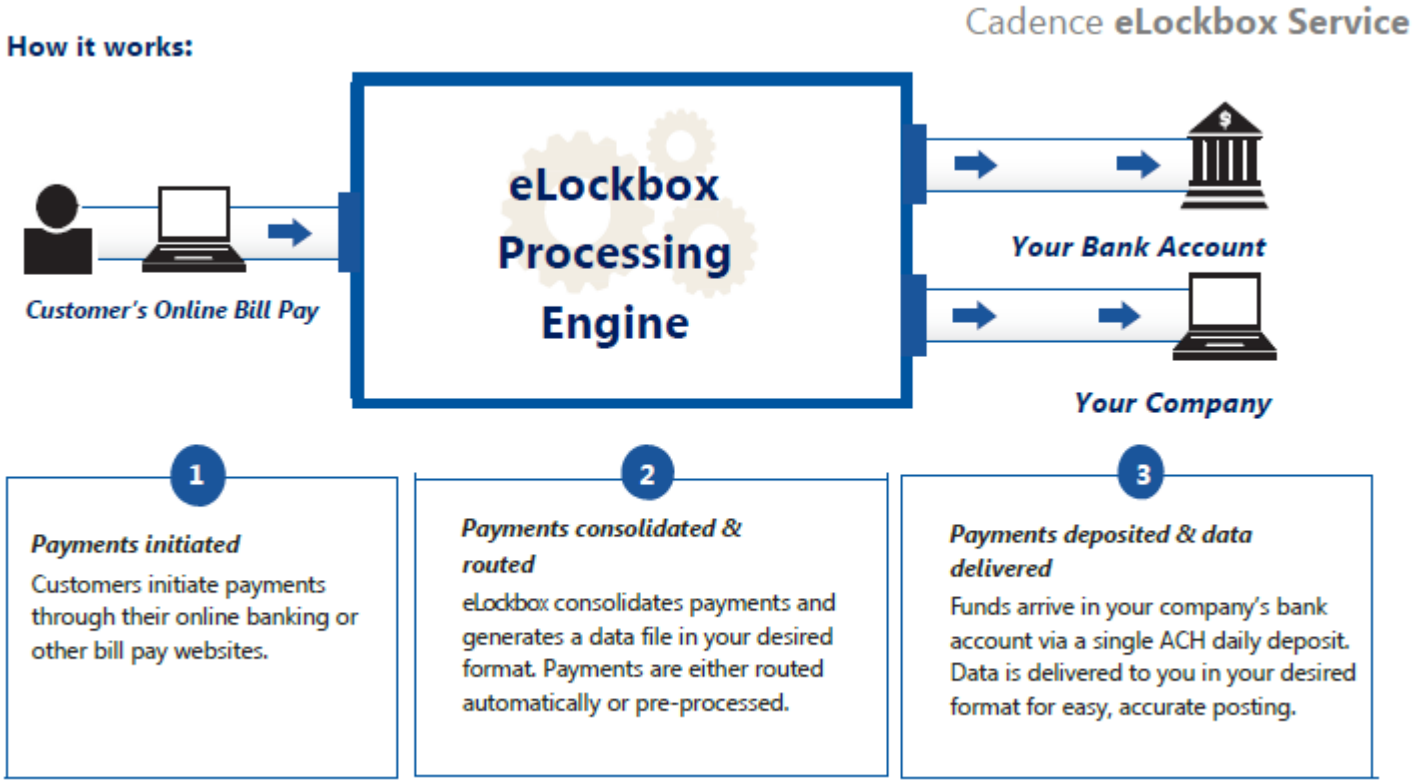
Value to Fort Bend County

- Fast - gives you quicker access to funds; payments are transferred directly into the County's bank account via a single daily ACH deposit
- Easy - allows you to make corrections when inaccurate account information is provided and assign payments to be automatically routed in the future

- Accurate - delivers payment information in your desired format for easy, error-free posting
- Economical - provides a more cost-effective solution than manually processing bill pay checks or utilizing a standard lockbox service

Exhibit U: eLockbox Process

27.17 Online Payment Web Service: The Depository Bank will provide a Customized Online Payment Solution that will support multiple platforms, allowing for modification by any Fort Bend County entity. This development will be at no cost



to the County.

Cadence is proposing configurable online payment options that allow for the County to choose the best fit for the specific and unique need of the department accepting payments:

a. **Electronic Invoice Presentment Portal (EIPP)** enables our clients to electronically present invoices to consumers and/or businesses and allows your constituents to pay the County within the portal by ACH or credit card. This is a great compliment to our lockbox services providing convenience and multiple payment channels for the County to receive payment.

b. Cadence Bank partners with **eGov Strategies**, for electronic payment processing services. eGov specializes in merchant services for Government Merchants that want to accept credit and debit card transactions while passing merchant processing costs on to their payers, using a service fee pricing

model. eGov collects service fees from each payer to cover the card brand (VISA, MasterCard, American Express and Discover) interchange costs.

a. Our **eGov** convenience fee model integrates directly into the Fort Bend County website. As as the invoice/bill is published to the taxpayer, they can pay online via echeck or credit card. A convenience fee is charged during the session and paid by the taxpayer. eGov collects the convenience fee and pays all credit card discount rates. A standard set up is available at no charge with customized programming available for a programming fee. A quote can be offered once the scope of the project is defined. Cadence allows these fees to be passed inside of account analysis and FBC can offset with DDA balances using the ECR excess.

c. Our third option is available thru our credit card processor TSYS and understand that credit card processing is not part of this RFP. With TSYS, we have an integration option for online echeck and credit card transactions. The discount is paid by the County as part of the merchant processing agreement.

27.18 Endorsement: The Depository Bank shall apply the following endorsement to each remittance "(Bank Name) Credited to the Account of the Within Named Payee Absence of Endorsement Guarantee".

Cadence utilizes virtual endorsements within Remote Deposit Capture, Lockbox processing and Remote Lockbox processing. The images of the virtual endorsements are viewable in our Allegro! balance reporting and web lockbox platforms.

27.19 Returned Check Online: The Depository Bank will provide an online reporting system to monitor Return items to the County. In the event a check is returned unpaid because of "Insufficient Funds" or "Uncollected Funds," the Bank will redeposit the check once, or, if directed, process as a "RCK" item. If a redeposit is not possible, such as when the account is closed or if the check is returned unpaid a second time, the Bank will forward the check with a debit advice to the applicable Fort Bend County Office. The Depository Bank will provide a daily electronic data file of returned items.

Cadence Bank provides an online reporting tool to monitor all return items, images of the return checks, reason code for the return and return date. Our Returned Items module is within the bank's single sign on Allegro! portal and maintains a 2-year image history. The bank posts the return items image & detail intraday prior to the debit posting to the County's account. This module is available at no cost to Fort Bend County.

a. In the event a check is returned unpaid because of "Insufficient Funds" or "Uncollected Funds", Cadence Bank will allow the County to use a decision

tool within the online reporting system to direct the bank to chargeback or redeposit the item.

b. If redeposit is not possible, Cadence Bank can forward the check with a debit advice to the applicable to the Fort Bend County Office.
c. Cadence Bank can provide the County a daily electronic file of returned items including the return check ABA, account number, dollar amount, date of return and return reason code.
d. As a new & innovative service for checks processed through lockbox and/or remote lockbox:

1. Cadence can provide a reversal file in the same output format as the lockbox data posting file to include the charge back check MICR details (ABA, payers checking account number, dollar amount), the County's tax payer account number, original paid date/due date, return reason code, return debit date.
2. This will automate the County the ability to electronically reverse the returned item (chargeback).
3. This would be a new recommended service not included as part of the Lockbox requirements of the RFP.
4. Tab 3 - Pricing Information under the Lockbox Reversal File

27.20 Expense Handling: The Depository Bank will include any returned check charges and postage due charges in its monthly invoice of lockbox charges. There shall be no debits to any account other than for the amount of a returned check.

Cadence understands and agrees to this requirement. We will set-up your account

- Cadence will include all bank fees, daily courier fees, Deluxe check-deposit-transfer ticket printing fees, eGov website development fees and any 3rd party invoices within account analysis.
- We are offering the County a current Earnings Credit Rate of 0.50% above our brank standard rate – this allows for a current rate of 1.00%.
- Interest Paid on any County money market savings or checking accounts will be reflected on the account analysis statement as an expense line item only to eliminate duplicate credit by the ECR calculation. The County will benefit from the difference in the interest rate paid on those accounts and the 1.00% ECR.

27.21 Adjustment Correction Procedures: The Depository Bank must provide the Fort Bend County lockbox requesting Office with the name, address, and phone number of a "Person to Contact." This person(s) must be available during working hours. Correspondence and telephone inquiries will be directed to this person(s) concerning day-to-day processing irregularities.

Cadence has a dedicated client support team that will be assigned to the Fort Bend County relationship for day-to-day customer service needs.

Your dedicated client service partner will be able to direct all inquires and can be reached at tm5@cadencebank.com or 833-419-4531. This inbox and dedicated number go directly to the Fort Bend County assigned servicing team.

27.22 Outsourced Disbursement Services: The Depository Bank will have the ability to provide check outsourcing services.

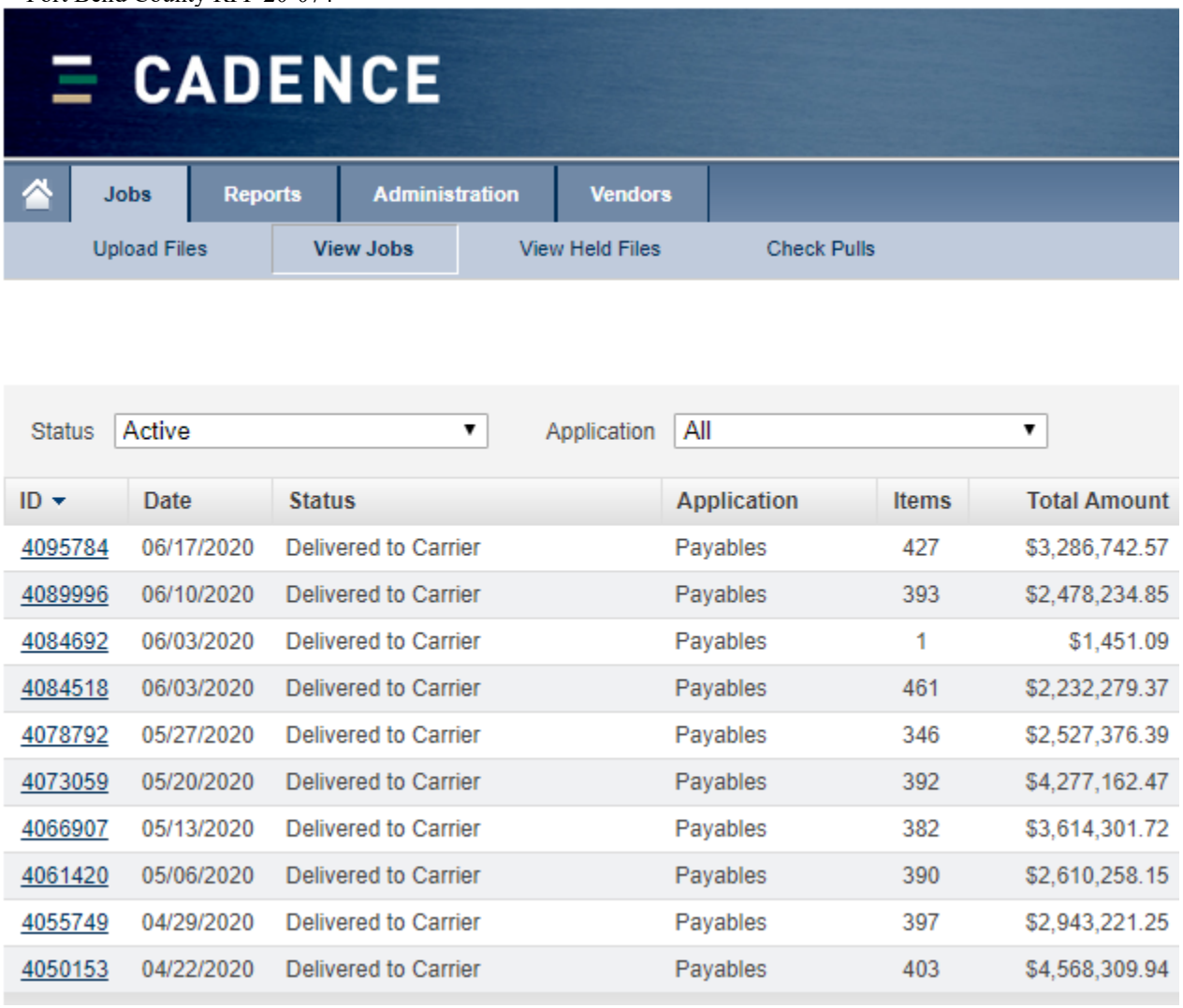
Our Outsourced Disbursement Service (OSD), powered by SunGard® Financial Systems, provides benefits and cost savings to both payers and payees. We provide a practical path to transitioning accounts payable disbursements away from the inefficiencies surrounding paper checks and manual processing. OSD will allow Fort Bend County to process all of your disbursements electronically.

Fort Bend County will transmit your check file to the Bank where we will perform the **Check-in-the-Mail Disbursement** of printing and mailing your checks, performing positive pay, and finally reconciling these items. We also offer **Check to ACH Conversion** Outsourced Disbursements work with your vendors to migrate payments from check to ACH and send payments as quickly and efficiently as possible

With Outsourced Disbursements you can:

- Have a secure, offsite location for check disbursements
- Reduce costs
- Improve vendor relations
- Reduce paper
- Easily enroll vendors
- Reduce manual A/P task loads and errors
- Improve visibility to payments
- Mitigate Fraud
- Make electronic payments and view remittance details
- Exhibit U: eLockbox Process

Exhibit U: eLockbox Process



ID	Date	Status	Application	Items	Total Amount
4095784	06/17/2020	Delivered to Carrier	Payables	427	$3,286,742.57
4089996	06/10/2020	Delivered to Carrier	Payables	393	$2,478,234.85
4084692	06/03/2020	Delivered to Carrier	Payables	1	$1,451.09
4084518	06/03/2020	Delivered to Carrier	Payables	461	$2,232,279.37
4078792	05/27/2020	Delivered to Carrier	Payables	346	$2,527,376.39
4073059	05/20/2020	Delivered to Carrier	Payables	392	$4,277,162.47
4066907	05/13/2020	Delivered to Carrier	Payables	382	$3,614,301.72
4061420	05/06/2020	Delivered to Carrier	Payables	390	$2,610,258.15
4055749	04/29/2020	Delivered to Carrier	Payables	397	$2,943,221.25
4050153	04/22/2020	Delivered to Carrier	Payables	403	$4,568,309.94

Exhibit V: Outsourced Disbursements Module

27.23 Remote Deposit Check 21 Services: The Depository Bank will have the ability to provide remote deposit services. The Depository Bank will have the ability to provide a remote lockbox service that will provide Check 21 services as well as system data and image file services that can be utilized to upload in the County Departments' internal processing systems. County will receive same day credit for all remote deposits made prior to 6pm.

Cadence Bank has two remote check deposit solutions that address the specific County Department's individual needs:

Cadence **Remote Deposit Capture (RDC)** solution enables you to capture checks and create electronic deposits, which are securely transmitted to the bank for processing. The Remote Deposit application works via the web, making installation of software unnecessary and allowing you to access the application from any PC that meets our minimum requirements.

Cadence recommends and provides Digital Check scanners – CX30 Single-Feed model and TS240 Multi-Feed model equipment at no charge, the RDC maintenance fee covers the services.

The RDC solution includes the following features.

- Capture and Modify Item Information: The application allows you to capture images, amounts, and MICR line information. You can also modify the MICR information and up to 12 item-level custom fields and 4 deposit-level custom fields before submitting deposits to your service organization.
- Review Reports and Status: The application allows you to generate deposit reports and view the status of deposit transmissions to your service organization. The application allows you to download reports in both .pdf (with check images) and .csv – which you can use to save the report in excel or a deposited item database for your records.
- Same Day ledger deposit deadline is 7 pm CT.

Cadence Bank is proposing that Fort Bend County implement our **Remote Lockbox solution** to integrate with those departments that utilize our lockbox services. Remote lockbox has two choices of scanners depending on the types of payments being processed at each of the Fort Bend County locations:

- Our scanners can accommodate check and coupon payments and those that require additional documentation with each transaction.
- Both types of batches captured at the Fort Bend County locations will be included in the daily lockbox transmission files (data posting & image files) and will appear as if they were received through the Cadence Lockbox.
- Any data key requirements will be processed by the lockbox staff.
- Account number Identifiers or missing coupons can be written on the face of the check by the County employee and captured in lockbox.
- All images are stored with the payment transaction detail just as the mailed lockbox payments are within the bank web lockbox portal for a 7-year online image archive or with the direct image transmission sent SFTP and stored at Fort Bend County.
- Remote Lockbox transactions can also be matched against the Fort Bend County billing file to ensure accurate account number and dollar amount match requirements are met, same as the lockbox standard process.
- Remote Lockbox deadline for same day deposits within lockbox is 12:00pm CST.

27.24 Resource Personnel: The Depository Bank shall identify local personnel who are available to answer questions pertaining to services that require detailed explanation and a bank officer(s) with overall responsibility of all services.

Beth Davidson (SVP, Treasury Management Officer) and Katrina King (EVP, Head of Treasury Management) are both local in Houston, Texas and are dedicated to the County to answer questions, demo our products and services, tour our facilities with the primary responsibility for the County's relationship.

Beth is supported by Tami Harrell (VP, Treasury Management Officer), a dedicated customer support representative and an implementation project partner, that are all located in Houston, TX. Your entire team is available to meet with you as it's convenient and deemed necessary by the County.

To support your implementation, a team of product and operations specialists will work with your dedication Implementation Project Partner Tracy Armstrong to execute the transition, custom development programming and integration as the County moves to Cadence Bank.

27.25 Payment for Services: Compensation to the Depository Bank shall be provided on a direct fee basis. The account analysis will be considered an invoice for payment and the County shall not be obligated to pay for any service not specified in the agreement unless the prior written agreement is obtained between the County and the Depository Bank.

Cadence understands and agrees to this requirement. We will set this County up on an invoice for monthly account analysis fees. Invoice is non-standard and subject to an additional fee, outlined in Exhibit E.

27.26 Account Inquiries and Research: Account inquiries and research that is done as a request of the County shall be completed within three (3) working days. Should the research need more time to complete, the request for an extension will be made in writing to the Fort Bend County Treasurers Office.

Cadence commits to acknowledging all account inquiries and research within three working days. If the research requires more time to complete, we respectfully request that the County allows for Cadence to provide the request via email vs. a written correspondence.

28.0 SPECIFICATIONS FOR FORT BEND COUNTY TAX ASSESSOR-COLLECTOR'S OFFICE LOCKBOX TAX PAYMENT PROCESSING

28.1 Purpose: To provide detailed procedures for processing customer property tax payments to the Fort Bend County Tax Assessor-Collector's Office (FBTAC).

Cadence will process to the county's specifications. We will also make best practice benchmarking recommendations to improve any efficiency processes or automation. We have vast technology experience using electronic tools to improve accuracy of posting, i.e. match file processing but utilizing the county's billing files and compare against incoming payments to ensure clean data posting detail in transmission.

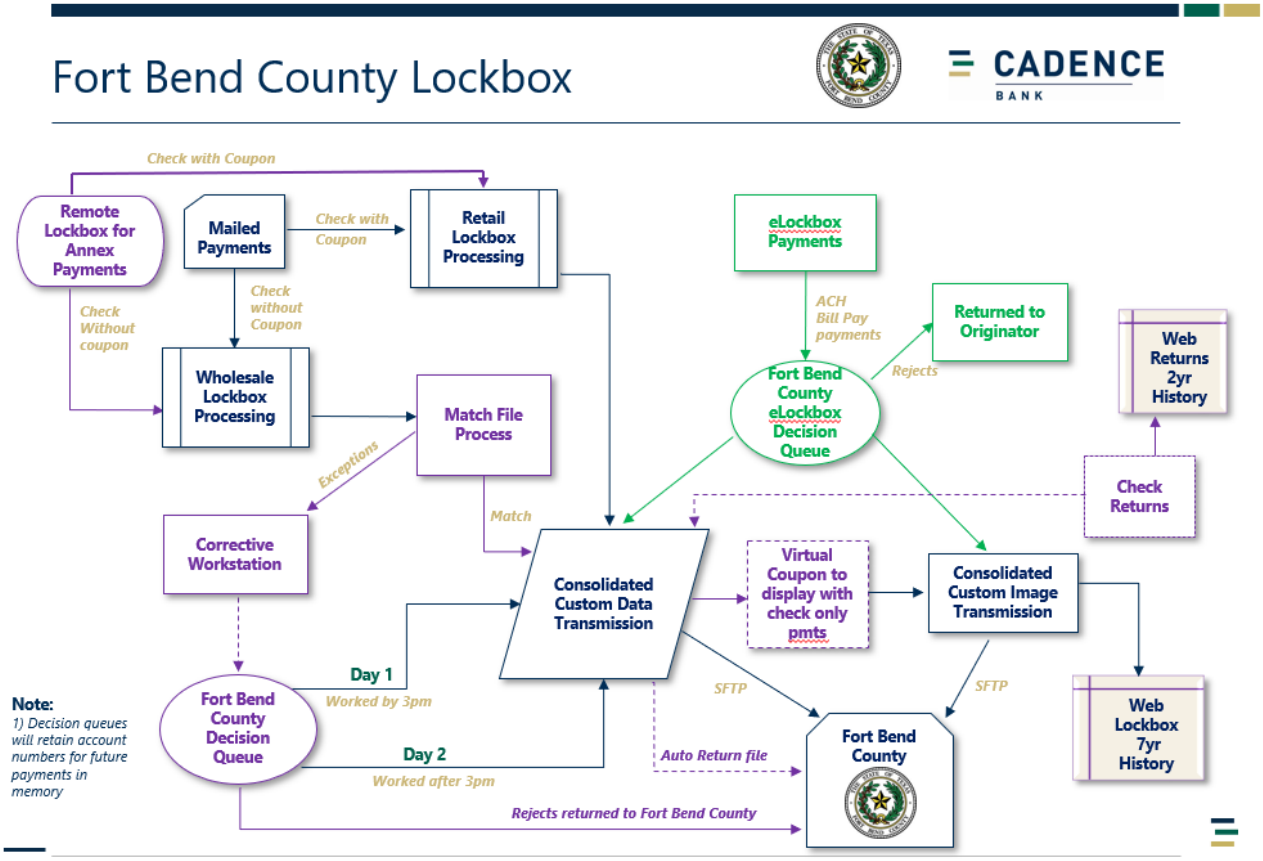


Exhibit W: Cadence Bank Proposed Lockbox Process Flow

28.2 Scope: The standards that apply to all operations in Remittance Banking. All features apply during the Active Season. During the Inactive Season, BANK is only required to retrieve mail from post office and deliver to the Tax Office daily.

Cadence understands and agrees to this requirement, however, during our implementation and project scoping process we will make recommendations to improve efficiency for the County.

28.3 Definitions:
Scan line: The OCR (optical character readable) line on the coupon
Sorts: Different payment types
Payment types: Singles, Multiples and Exceptions
Property Tax number: TAX ID numbers unique to each property tax account
Active Season: Period between November 1 and March 31 of each year
Inactive Season: Period between April 1 and October 31 of each year
Reference (DEX) number: Unique identifying number for each transaction

28.4 Policies/Standards/Guidelines:
Customer: Fort Bend County Tax Assessor-Collector's Office (FBTAC)
Computer Room deadline: 3:00 p.m.
Acceptable Payees: To Be Provided
Bank Special Requirements: Cash processing, batch identification, processing month, file structures and limits, imaging.

28.5 Dispatch: Dispatch includes reports, exception items, payment documentation (envelopes) and all other correspondence and should be forwarded to:

Fort Bend County Tax Assessor-Collector's Office
1317 Eugene Heimann Circle Richmond TX 77469-3623
Attention: Collections Supervisor

28.6 Site Visits to Bank: The Bank will be required to allow periodic visits by FBTAC to the Bank. Issues to be covered may include the accurate review of post marks, the processing of rejected transactions and other items as they arise.

Cadence Bank welcomes the Fort Bend County Tax Office to make periodic visits to the bank. We have facilities to host County and look forward to addressing the County's needs.

28.7 Mail Pickup: During the Active Season, a courier of the Bank will pick up all mail received at post office box provided by Bank and deliver to the Bank Remittance Processing Department. Bank will pick up from post office twice daily. During the inactive season, a courier agent of the Bank will pick up all mail received at post office box provided by Bank and deliver to FBTAC once per day by 9am.

Cadence Bank picks up mail from the Houston Hadley post office location five times each day, six days a week. Pick-ups occur between 5:30am CST and 11:00am CST.

We are able to receive the County's mail at a bank-owned post office box, but Cadence recommends a caller box postal address at the Houston Hadley post office for expediated mail float.

Additionally, we are able to provide pick-up from a Fort Bend County P.O. Box if necessary although not ideal to eliminate mail float.

During the inactive season, Cadence is able to deliver mail received at post office. As part of the recommendations for increasing efficiency and automating payment posting, we are recommend that during the inactive season Cadence continue to process this mail into the County's lockbox. This will allow the County to reduce the receipt of paper and focus on those items that are truly exceptions in your processing.

28.8 Mail Receipt: Upon receipt of each delivery of mail from post office, Bank staff will log in the date, time and number of trays received. A tray ticket will be placed on each tray of mail indicating the date and time received to ensure first in / out processing. All transactions received will be processed by the end of the following business day. All pieces of mail received will be marked / stamped / sprayed with the received date prior to processing.

Cadence Bank understands and agrees to this requirement.

28.9 Lockbox Processing Procedures:

28.9.1 Mailroom applies and/or sprays the date received by the Bank on each piece

of mail, reviews postmarks, sorts by postmark for month transition and delivers to processor.

28.9.1.1 During the postmark review, the official USPS post mark will determine the receipt month. In the absence of a meter date, the date on the check will be used.

Cadence Bank understands and agrees to this requirement.

28.9.1.2 When the end of the month occurs on a weekend or holiday, the first business day of the next month will be the last processing day for the prior month. To limit postmark date processing errors, FBTAC will provide the Bank with an annual calendar indicating the first and last processing day for each month.

Cadence Bank understands and agrees to this requirement.

28.9.2 Open the mail using the appropriate equipment that can process up to ten thousand (10,000) pieces in a day.

Cadence Bank can easily accommodate 10,000+ pieces of mail per day. Our team and equipment are capable of processing 1,000,000 items per month during our peak season across our client base with our current staff. We currently process with both IBML and OPEX scanners, that allow for significant amounts of volume. If ever necessary, we have the ability to staff up with temporary staff during spike processing seasons/windows.

28.9.3 Extract contents from envelopes. Payments without coupons should be sent to FBTAC.

Cadence Bank understands and agrees to this requirement.

We can send your payments without coupons and any exceptions to FBTAC.

Although, many of our PF Clients choose to load a billing file for the lockbox team to compare the payment against to find the valid match and create a virtual coupon image and apply the payment in the data transmission. Payments we can not match are presented same day in our corrective workstation to allow FBC's team to work the exceptions and process the deposit to avoid collection/clearing delay. Second option is to image these items with a "correspondence" flag indicating there was no payment record included and working them our Web Lockbox online tool. You will see the Web Lockbox payment types on the next page.

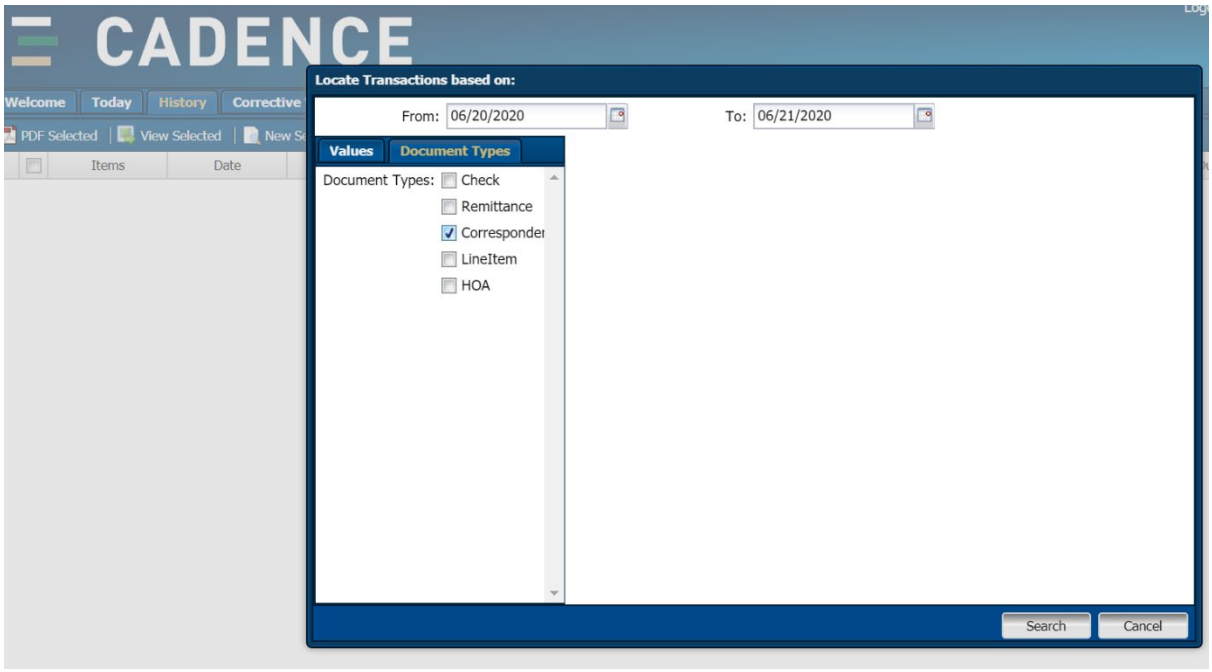


Exhibit X: Cadence Bank Web Lockbox Correspondence Document Type

28.9.4 Sort contents into singles, multiples, and exceptions (Live Check and No Check).

Cadence Bank understands and agrees to this requirement.

28.9.5 Exceptions are:

28.9.5.1 Payments that do not match the coupon amount (short, partial, overpayments)
28.9.5.2 Multiples that do not balance to the check
28.9.5.3 Wrong Payer checks
28.9.5.4 Stale dated or post dated checks
Cadence Bank does not verify check dates for retail lockbox
28.9.5.5 Name on check does not match at least one name on account
28.9.5.6 Anything else that is not able to be processed (correspondence)
Cadence will return Fort Bend County's exception items, but is recommending

28.9.6 Any check for $500,000 or more that cannot be processed through Lockbox should be deposited with current date and a copy of the check and any backup should be forwarded to FBTAC for posting.

Cadence is able to process checks for any dollar amount without limitations. The image of the check, coupon and any correspondence received with the check are available to FBTAC via Web Lockbox. The payments are process regardless of the amounts which match the

coupons.

28.9.7 Indicate the type of each batch and bundle so that all transactions within a batch are homogenous.

Cadence Bank understands and agrees to this requirement.

28.9.8 Batches cannot exceed nine hundred ninety-nine (999) records. Files cannot exceed eight thousand (8,000) records and cannot exceed $99,999,999.99. Larger files make the balancing process and identification of exceptions very difficult. File totals may be limited by BANK rules.

Cadence Bank understands and agrees to this requirement.

28.9.9 Exceptions, with count of items per bundle, will be delivered to FBTAC the following business day by 9am.

Cadence Bank can courier FBTAC's exception items to the FBTAC on a daily basis.

We are recommending that Cadence processes payments that do not match the coupon amount, multiples that to not balance to the check and correspondence. We will either designate the type of exception by the batch type or send the payment to our Lockbox Corrective Workstation tool which allows the County representative to sign in via web access, view the checks without coupons or out of balance payment exceptions, correct the missing posting detail (tax payer account number, period…) using a virtual coupon for imaging and online correction of the data for posting. The payment is then consolidated with all other checks/coupons as normal processing. This will save the County time and money without the need to delay the payment or spending valuable time delivering these items to the County.

28.9.10 Payments that process without rejection should appear on the lockbox file no later than the first working day after pickup from the post office. FBTAC must be notified of any backlog.

Cadence Bank understands and agrees to this requirement.

28.9.11 Payments that are rejected should be delivered to FBTAC by 9am of the following business day.
Cadence Bank can courier FBTAC's exception items to the FBTAC on a daily basis.

We are recommending that Cadence processes payments that do not match the coupon amount, multiples that to not balance to the check and correspondence. We will either designate the type of exception by the batch type or send the payment to our Lockbox Corrective Workstation tool which allows the County representative to sign in via web access, view the checks without coupons or out of balance payment exceptions, correct the missing posting detail (tax payer account number, period…)

using a virtual coupon for imaging and online correction of the data for posting. The payment is then consolidated with all other checks/coupons as normal processing. This will save the County time and money without the need to delay the payment or spending valuable time delivering these items to the County.

28.10 Cash Received by Mail

28.10.1 If cash accompanies a check and the total amount agrees with the tax documents, then the item is processed as a regular payment following the Bank's internal cash procedures.

Cadence Bank understands and agrees to this requirement.

28.10.2 A tax coupon received with only cash (and no other check) will be processed as a regular payment following the Bank's internal cash procedures.

Cadence Bank understands and agrees to this requirement.

28.10.3 Any payment items received that do not match the tax coupon amount will be processed based on the amount received.

Cadence Bank understands and agrees to this requirement.

28.10.4 Cash received without any payment items will be delivered to the FBTAC the next business day. The Bank will log cash received and send a proactive alert email to designated FBTAC personnel stating the amount received and being sent to FBTAC. FBTAC will log receipt of the cash once it is delivered.

Cadence Bank understands and agrees to this requirement.

28.11 Lockbox Files and Images

28.11.1 Bank will provide two electronic files to FBTAC daily. One for payments of current and/or delinquent taxes, and one for images of coupons, checks and envelopes. Electronic files must be compatible with tax office software so payments can be uploaded to tax system.

Cadence Bank will provide FBTAC with two files daily: one file with the County's payment remittance and posting information and one file with image files of coupons, checks and envelopes. Cadence Bank has extensive experience integrating with the County's ACT Tax software provider and we will program to the County's specifications.

28.11.2 The Fort Bend County Lockbox Image Processing Requirements

and File Layout is described in Attachment "u". Any changes to the layout will require ninety (90) day lead time to change the property tax system.

Given Cadence Bank's experience integrating with ACT and ability to customize based on our clients file specifications, we are confident we can meet the requirements of FBTAC. We look forward to reviewing the requirements with the County.

28.11.3 Lockbox payment and image files are generated from information captured from the scanned coupons and the related checks and envelopes.
Cadence Bank will capture all of the information included with the scanned coupons, checks and envelopes and include this information in the payment and image files.

28.11.4 Current day business payment file must be available by 4:00 p.m. each day on the Bank's secure FTP site.
Cadence Bank can accommodate a 3:00pm, 5:00pm and 7:00pm data and image file.

28.11.5 Current day business image file must be available on the Bank's secure FTP site by midnight each day.
Cadence Bank can accommodate a 3:00pm, 5:00pm and 7:00pm data and image file.

28.12 Image Maintenance Web Page: An image maintenance page must be available. This page is used to check on the status of the images for a particular date and to manually extract and convert the images if needed. By default, this page brings up the information for processing that occurred today, which are images processed by the bank. Other dates from the current and prior months can be selected. The information shown includes the transfer status of the images, the number of images extracted from the .zip file, and the number of images that were converted to .png format. Options exist to transfer, delete, and convert any image files.

Images are available to Fort Bend County in our Web Lockbox online lockbox repository. Images will also be sent to the County in a daily SFTP file in either PDF or TIF. These files will be indexed with data key elements or captured from coupon plus micr for account number, check number, and dollar amount.

28.13 Reports

28.13.1 A daily summary report for each file sored and subtotaled by batch.

Cadence Bank understands and agrees to this requirement. A daily summary report is available to Fort Bend County in our Web Lockbox application.

28.13.2 A daily detail report sorted and subtotaled by batch.

Cadence Bank understands and agrees to this requirement. A daily summary report is available to Fort Bend County in our Web Lockbox application.

28.13.3 The Bank must be able to accommodate reasonable future enhancement and need requests related to reports.

At Cadence, our team takes pride in implementing direct client feedback and our ability to customize solutions for our clients. We look forward to dialogue around enhancements and showing the County our ability to directly take your feedback and implement solutions for you.

28.14 Customer Service (Service Level Agreement)

28.14.1 Representative

28.14.1.1 Bank must provide representatives that FBTAC can contact directly. This list must provide names, email addresses, office phone numbers and cell phone numbers as contact information. FBTAC will provide a contact list with the same information. These lists will be provided through a secure ftp site and will be updated as personnel or contact information changes occur.
>Treasury Management:
>Lockbox:
>E-Business/Online Banking:
>Technical Support:
>Website:

- Treasury Management: Beth Davidson
- Lockbox: Treasury Management Support
- E-Business/Online Banking: Treasury Management Support
- Technical Support: Treasury Management Support
- Website: Treasury Management Support

The County's treasury management team will be lead by Beth Davidson (SVP, Treasury Management Officer). Beth is supported by Tami Harrell (VP, Treasury Management Officer) and lead a dedicated client support representative to handle the day to day operational needs of the County. Katrina King, EVP Head of Treasury Management will be involved with all technical implementations and ongoing meetings.

Your dedicated client service partner will be able to direct all inquires and can be reached at tm5@cadencebank.com or 833-419-4531.

Treasury Management Contact Information
Beth Davidson
Email: beth.davidson@cadencebank.com

Office: 713-871-4087
Cell: 346-324-4784

Tami Harrell
Email: tami.harrell@cadencebank.com
Office: 713-871-4131
Cell: 832-808-5014

Katrina King
Email: katrina.king@cadencebank.com
Office: 713-871-3916
Cell: 713-305-1910

28.14.1.2 Bank must provide proactive email alerts immediately to designated FBTAC personnel when there are issues or delays with the file delivery, or if there are balancing issues.

Cadence Bank understands and agrees to this requirement.

28.14.2 Priority Levels and Service Deadlines

Cadence looks forward to discussing with the County in more detail your specific priority levels and service deadlines. We have provided our Key Performance Indicators (KPI) to demonstrate to the County our metric reporting:

Exhibit X: Cadence Bank Web Lockbox Correspondence Document Type
Exhibit X: Cadence Bank Web Lockbox Correspondence Document Type

	Key Performance Indicator (KPI)		2019 Year End	2019 YTD (May)	2020 YTD (May)
Key Activity Volume	These metrics reflect the YTD SUM of the corresponding values	*YTD Wire Transfers*	366,371	142,975	146,880
		YTD ACH Files	29,008	11,972	12,791
		YTD ACH Transactions	22,138,870	8,502,977	8,632,450
		YTD Houston Lockbox Items	2,962,128	1,385,869	1,211,400
		YTD Houston Lockbox Scanned	2,436,785	1,076,401	1,914,029
		YTD Houston Lockbox Keystrokes	42,330,641	15,450,847	20,429,334
		YTD Sarasota Lockbox Items	141,889	63,408	57,977
		YTD Sarasota Lockbox Scanned	214,253	106,555	94,893
		YTD Sarasota Lockbox Keystrokes	5,634,964	2,508,175	2,312,812
		YTD Transmissions	676,919	264,624	286,262
		YTD Transmission Test Scripts	*N/A*	*N/A*	2,577
		YTD Implementation & Maintenance	133,829	6,316	10,177
Productivity	These metrics reflect the sum of average monthly values YTD for select departmental items divided by the YTD monthly AVERAGE FTE count	*YTD Avg Wire Transfers/FTE**	2,426	1,919	2,192
		*YTD Avg ACH Transactions/FTE**	368,981	189,720	211,376
		*YTD Avg Houston Lockbox Items-Scanned/FTE**	20,544	24,998	26,599
		*YTD Avg Sarasota Lockbox/FTE**	9,893	9,712	9,863
		*YTD Avg Transmissions/FTE**	11,473	13,231	17,349
		*YTD Avg Transmission Test Scripts/FTE**	*N/A*	*N/A*	1,288
		*YTD Avg Implementation & Maintenance/FTE**	2,985	1,263	1,497
Quality Index	These metrics reflect the average of monthly quality values YTD for each department	*YTD Avg Treasury Overall****	99.44%	99.07%	99.78%
		YTD Avg Wire Transfer	99.63%	99.78%	98.60%
		YTD Avg ACH Files	99.75%	98.00%	100.00%
		YTD Avg ACH Transactions	99.08%	99.72%	100.00%
		YTD Avg Transmissions	99.98%	99.97%	99.99%
		YTD Avg Houston Lockbox	99.33%	98.60%	99.87%
		YTD Avg Sarasota Lockbox	99.66%	99.33%	99.99%
		YDTD Avg Implementation & Maintenance	98.69%	98.82%	99.47%

Exhibit Y: Cadence Bank Key Performance Indicators

28.14.2.1 Priority 1 (Production Halt): Response and corrective measures taken within twenty-four (24) hours.

28.14.2.2 Priority 2 (Production Delays): Response and corrective measures taken within forty-eight (48) hours.

28.14.2.3 Priority 3 (Production Changes Needed): Response and measures taken within one (1) week.

28.14.2.4 Priority 4 (Enhancement Desired): Response and measures taken within one (1) month.

The amount of time required for the County's desired enhancements depends on the scope of the request. Cadence commits to communicating realistic timelines and a Statement of Work to capture the enhancement and the amount of time an enhancement will take.

28.14.2.5 Tax Statement Coupon Testing: Testing to be completed and results to be reported to FBTAC within same

business day if product delivered before noon and completed and reported to FBTAC by next business day if delivered after noon.

Cadence Bank's SLA for coupon testing is three business days.

28.14.3 Bank Process Request Change Log (PRC Log): Bank process request change log will be utilized to document all issues and enhancements that are reported and requested. The log will detail the date reported / requested, the issue / enhancement being reported / requested, the priority level, the Bank contact assigned to it, the status, the estimated delivery date and the completed date. This log will be provided through a secure ftp site that will allow FBTAC to track items that have been reported / requested.

Cadence Bank understands and agrees to this requirement.

28.14.4 FBTAC Vendor Support: The Bank must be willing to work with other FBTAC vendors (tax statement printers, mailing houses, Echeck/credit card providers, etc.) in services that invoice both or multiple parties. This will include printing specifications, statement testing, data file interface, etc.

Cadence Bank has extensive experience working with Tax Office vendors and will work with FBTAC vendors. We have included our retail lockbox coupon specifications in Tab 5.

28.15 Image Processing Requirements:

Below is a summary of our image processing requirements. Users must be able to view check, coupon and envelope images from within the ACT 7 tax collection application.

Cadence Bank will provide an image file via Secure FTP, in the County's required format for transmittal to the County's ACT Tax Software. We have extensive experience providing these files to another local tax entity that utilizes ACT.

28.15.1 Daily automated process:

Cadence Bank understands and agrees to this process. We will provide a custom image file according to the County's specifications.

28.15.1.1 Create a new directory on ACT's image server to store the images. The directory name format is YYMMDD. For ex., images processed by the bank on Tuesday, September 4, 2019 the directory name will be 190904. Note: If the .zip file does not exist, processing must stop. If the .zip file is transferred to the system later this processing will need to be done manually through an image maintenance web page.

28.15.1.2 Download the .zip file via FTP or SFTP from the bank to the image server. This happens around 2 a.m. to 3 a.m. each morning for the images processed the previous day (for ex., images processed on Tuesday by the bank is copied and transferred to the image server on Wednesday morning). The .zip file name must identify the date, so for images processed by the bank on Tuesday, September 4, 2019, the .zip file name transferred to the image server should be 190904.zip.

28.15.1.3 Extract the images in the .zip file into the new directory.

28.15.1.4 Convert the images to a web-friendly format (.png). Note: The images provided by the bank are in .tif format. The images are converted to .png format and will keep the same name as the original image with .png appended; for ex., 123.tif will be 123.tif.png. Both the original and web-friendly format images will be kept.

28.15.1.5 At this point images must be available for viewing in ACT 7.

28.15.2 Image Viewing:
Cadence Bank understands and agrees to this process. We will provide a custom image file according to the County's specifications.

28.15.2.1 When ACT 7users view an image, they first see the image for the payment that they selected. The sequence of images should be the tax statement, then the check (front and then back if available) and finally the envelope.

28.15.2.2 From any image, users must be able to navigate through all the images from that day.

28.15.2.3 Users must be able to navigate between images using Previous and Next hyperlinks at the top of the page.

28.15.2.4 Users must be able jump to a specific image, if they know the name.

28.16 Image Processing-Fort Bend Lockbox with Images:

In addition to providing Fort Bend County with the requested record order, Cadence Bank is recommending that Fort Bend County implement a "Match File." This process is where we have innovatively created custom solutions using our clients billing file databases in lockbox giving us the ability to bounce

payment transactions against the database and confirm client account/statement or pertinent information not included with the payment efficiently completing the posting file detail for our client to eliminate exceptions. We call this solution our “Match File” process.

In addition to the match file process, we have used the payment data files to create a secondary database that also contains the payment (check) ABA, account number and amount to programically bounce any return checks to retrieve the originally client posting detail and create a reversal posting file which includes the return reason, return date, client account number… to automatically reverse the chargeback as easily as the original payment was posted.

We will transmit all image files with the County’s customized image index and/or pass the images to our Web Lockbox image portal with Allegro!. Web Lockbox stores the lockbox check, coupon, envelope and supporting correspondence

The file below shows the expected record order

H - Batch header record (contains "H", batch no)
R - coupon from envelope (contains "R", ACCOUNT, AND AMOUNT TO BE APPLIED TO THIS ACCT)
C - first check from the envelope (contains "C", effective date, check #, check amount)
T - batch trailer record - shows totals for this batch
X - file total record - shows totals for this file.

Note that you can have many H/T header trailer sets with many check/coupon records in between.

You may have many R records, with many C records - the following are valid
H
R
C
I
J
K
L
M
R
R
C
I
J
K
L
M
R
R
R
C

C
T
X

This would indicate that an envelope was opened and the taxpayer had included 4 checks and 6 coupons - the system would post according to the rules in the file the sum of the amount to be allocated on each "R" record must match to the sum of the "C" records - or the transaction will be rejected.

Suggested record layouts

Record type H - batch header record

Column	content
1	literal "H"
2 – 6	control number.
7 – 9	batch number
10 – 12	item number

Record type "R", a coupon record (from scan line)

Column	content
1	literal "R"
2 – 6	control number
7 – 9	batch number
10 – 12	item number
13 – 16	year – not used ‘0000’
17 – 29	account number
30 – 66	filler
67 – 69	statement code

Record type "C", a remittance record

Column	content
1	literal "C"
2 – 6	control number
7 – 9	batch number
10 – 12	item number
13 – 16	filler
17 – 24	receipt date
25 – 28	filler
29 – 34	check number
35 – 46	check amount
47	'/' slash
48 – 66	image url

Record type "I" remitter name

Column	content
1	literal "I"
2 – 12	filler
13 – 42	remitter name

Record type "J", remitter address one

Column	content
1	literal "J"
2 - 12	filler
13 – 42	address line 1

Record type "K", remitter address two

Column	content
1	literal "K"
2 -12	filler
13 - 42	address line 2

Record type "M", remitter city state zip

Column	content
1	literal "M"
2 - 12	filler

13 - 36	remitter city
37 - 38	remitter state
39 - 49	remitter zip code

Record type "T", batch total record

Column	content
1	literal "T"
2 - 12	filler
13 - 24	total check amount in batch

Record type "X", file total record

Column	content
1	literal "X"
2 - 12	filler
13 - 24	total check amount in file

28.17 Image Reference

This processing methodology assumes that two types of files are being produced, a text posting file (described above) and an image transmission file. ACT prefers that the images be transmitted with as single image jpeg. We can process any other image form, but our preferred is single image jpeg. The file preparation steps must allow for the insertion into the relevant "R" and "C" records the file name of the associated image record.

Cadence Bank understands and agrees to provide a text posting file and an image transmission file. We can send either PDF or TIF images.

Example:

Assume a posting file with 3 coupons and 2 checks - the file might appear as:

R posting data image data (D001.jpeg)
R posting data image data (D002.jpeg)
R posting data image data (D003.jpeg)
C posting data image data (C001.jpeg
C posting data image data (C002.jpeg)

The image file would then appear:
D001.jpeg
D002.jpeg
D003.jpeg
C001.jpeg
C002.jpeg

29.0 EVALUATION CRITERIA:

In order to facilitate the analysis of responses to this Proposal, Respondents are required to prepare their proposals in accordance with the instructions outlined in this part. Proposals should be prepared as simply as possible and provide a straightforward, concise description of the Respondent's capabilities to satisfy the requirements of the Proposal. Emphasis should be concentrated on accuracy, completeness, and clarity of content. All parts, pages, figures, and tables should be numbered and clearly labeled.

29.1 Respondents are required to follow the outline below when preparing their proposals:

Tab	Title
	Title Page
	Table of Contents
	Executive Summary
1	Understanding Scope of Work
2	Firm Experience
3	Price
4	Required forms and overall completeness of submission

29.2 Any exceptions to the Proposal requirements shall be identified in the applicable section.

29.3 Executive Summary - This section should be limited to a brief narrative highlighting the company's background and experience. Narrative should clearly demonstrate compliance with Respondent qualifications listed in the RFP specifications. Include length of time the company has been in business and provide examples of past projects. Include a list of current and/or pending installations, including number of licensed users.

29.4 Respondents will be evaluated utilizing the factors, as weighted below:

Tab 1

Understanding Scope of Work (weight factor = 35%)

- Describe your firm's philosophy, approach(es) and preferred methods for meeting requirements and/or deliverables in the Specifications.

- Provide the greatest amount of meaningful detail possible to describe the proposed services. Indicate if vendor can meet the specifications, or if the specifications can be met only under certain conditions or circumstances. If vendor is not able to meet the specification, briefly explain why, noting any concerns or issues FBC should be aware of.

- Provide a timeline indicating deliverables, vendor responsibilities and resources needed from FBC.
- Provide a detailed transition plan, including case studies of past success, which will be executed at no cost to FBC.
- Provide copies of all state and federal licenses to do business in Texas.
- Initial and on-going training and support (Customer Service).
- Completed questionnaire (Exhibit F).
- Mere reiterations of specifications are strongly discouraged, as they do not provide insight into the vendor's ability to meet the specifications.

Tab 2

Firm Experience (weight factor = 30%)

- Professional qualifications and experience of vendor and its staff with a minimum of four (4) years of relevant experience, similar in size to FBC, and demonstrated success in providing the services requested in this RFP.
- Vendor's history, background, and principal officers.
- Organizational chart
- Description of project team organization: names and resumes of team members
- References (Exhibit A)

Tab 3

Price (weight factor = 30%)

- Complete Pricing Matrix

Tab 4

Required forms and overall completeness of submission (weight factor = 5%)

- Proof of Insurance
- Completed Respondent forms
- Completed W9 form

- Completed debt form

30.0 AWARD:

RFP will be evaluated by a committee comprised of County staff. The committee will review Request for Qualifications submitted and may develop a short list of not more than four (4) firms. These firms will be requested to submit additional information and may be invited for a presentation with the Committee. Based on further review after the interviews, the committee will forward their recommendations to the Fort Bend County Commissioners Court.

31.0 STATE LAW REQUIREMENTS FOR CONTRACTS:

The contents of this section are required by Texas Law and are included by County regardless of content.

31.1 Agreement to Not Boycott Israel Chapter 2270 Texas Government Code: By signature on vendor form, Contractor verifies Contractor does not boycott Israel and will not boycott Israel during the term of this Contract.

31.2 Texas Government Code Section 2251.152 Acknowledgment: By signature on vendor form, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

32.0 HUMAN TRAFFICKING:

By acceptance of this contract, Contractor acknowledges that Fort Bend County is opposed to human trafficking and that no County funds will be used in support of services or activities that violate human trafficking laws.

33.0 REQUIRED FORMS:

All respondents submitting are required to complete the attached/included and return with submission:

33.1 Vendor Form

33.2 W9 Form

33.3 Tax Form/Debt/Residence Certification

33.4 Certificate of Insurance, as stated in Section 22.0

33.5 No Bid/RFP Questionnaire (if applicable)

34.0 EXHIBITS:

Exhibit A: References

Exhibit B: Mutual Fund Instructions and Questionnaire

Exhibit C: Account Information

Exhibit D: Custody Agreement

Exhibit E: Pricing Matrix

Exhibit F: Questionaire

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See **Specific Instructions** on page 2.

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

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

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

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

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ª

Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

☐ Other (see instructions) ª

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

Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

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

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

– –

or

Employer identification number

–

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here | **Signature of U.S. person** ª | **Date** ª

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

ACCOUNT INFORMATION FOR
FORT BEND COUNTY

DATE	AVERAGE MUTUAL BALANCE	NON INTEREST BEARING ACCOUNTS AVERAGE LEDGER BALANCE
October 2018	$ 258,433,523.89	$ 5,531,873.15
November 2018	$ 240,998,410.65	$ 5,997,826.60
December 2018	$ 370,324,958.92	$ 5,989,192.51
January 2019	$ 438,820,049.49	$ 6,025,160.08
February 2019	$ 452,336,972.57	$ 5,616,633.00
March 2019	$ 375,920,486.85	$ 5,919,200.62
April 2019	$ 342,865,731.15	$ 5,949,354.81
May 2019	$ 319,388,872.30	$ 6,016,614.55
June 2019	$ 293,339,489.27	$ 5,885,261.73
July 2019	$ 271,318,422.12	$ 5,854,171.58
August 2019	$ 283,956,457.91	$ 6,096,611.76
September 2019	$ 246,473,875.97	$ 6,097,593.63

CURRENT ACCOUNTS

Account Title
DISTRICT CLERK CREDIT CARD
762 MOBILITY 2020 PROJECTS
EMS CREDIT CARD PROCESSING ACCOUNT
610 DRAINAGE DEBT SERVICE
802 SENIOR LIEN TOLL RD REV BONDS 2
TAX OFFICE HIGHWAY ACH
FBC LIBRARY CREDIT CARD
805 FBC GRAND PARKWAY TOLL
145 EMERGENCY SERVICE DIST 100 AGRE
750-MISSION BEND/FOUR CORNERS
SHERIFF INMATE PROPERTY (NEW)
TC-CREDIT CARD REFUND
322 CONSTABLE PCT 3 F/A STATE
324 CONSTABLE PCT 1 F/A STATE
131 ASSISTANT DISTRICT NO 2

141 - FBC ASSISTANCE DISTRICT #12
136 FBC ASSISTANCE DISTRICT NO 7
137 FBC ASSISTANCE DISTRICT NO 8
138 FBC ASSISTANCE DISTRICT NO 9
133 ASSISTANT DISTRICT NO 4
T C TAX ACH-WIRE ACCOUNT
760 - 2020 FACILITIES BOND PROJECTS
140 FBC ASSISTANCE DISTRICT #11
758 2018 MOBILITY PROJECTS
134 ASSISTANT DISTRICT NO 5
139 FBC ASSISTANCE DISTRICT #10
PUBLIC TRANSPORTATION CREDIT CARD A
756 FACILITIES BOND PROJECTS 2018
906 SMS SPEC CRIMES GANG UNIT PND F
150/JUVENILE OPERATIONS
JP CREDIT CARD PROCESSING ACCT
DISTRICT CLERKS E-FILING
COUNTY CLERK - IRS RECORDINGS
815 GRAND PKWY TOLL OPERATIONS
D A CREDIT CARD PROCESSING ACCOUNT
206 FBC INDUSTRIAL DEVELOPMENT CORP
JP1-1 E-FILING
JP1-2 E-FILING
JP2 E-FILING
195 COUNTY LAW LIBRARY
JP3 E-FILING
200 LAW ENFORCEMENT ACADEMY
160 DRAINAGE MAINT AVAIL
245 ALERT PROGRAM - JUVENILE
335 D A ASSET FORFEIT STATE
207 FBC HISTORICAL COMMISSION
315 SHERIFF OFC/FORFEITED ASSETS-FE
390 CHILD PROTECTION SERVICE IV-E
300 FBC ELECTIONS
280 COUNTY ATTORNEY SUPPLEMENTAL SA
225 ASSET FORFEITURE TASK (STATE)
410 CHILD SUPPORT TITLE IVD REIMB
305 ASSET FORFEITURE TASK (FEDERAL)
320 CONSTABLE PCT 2 F/A
JUVENILE INMATE PROPERTY
850D BOON CHAPMAN DENTAL

440 SUPERVISION
850M BOON CHAPMAN MEDICAL
882 BOON CHAPMAN 125 EMPL BENEFIT
155 R & B NEW
165 LATERAL ROAD
402 HOPE 3 PROGRAM SALES
360 LAW ENFORCEMENT TRAINING
310 SHERIFF OFC/FORFEITED ASSETS ST
170 STATUE RESTORATION FUND KH
332 FIRE MARSHALL STATE ASSET FORF
810 TOLL ROAD OPERATIONS
TOLL ROAD PERMIT CREDIT CARD
135 ASSISTANCE DISTRICT #6
FUEL ACCOUNT
NON FEE OFFICER CC CLEARING ACCOUNT
JP4 E-FILING
600 605 610 DEBT SERVICE
SHERIFF CREDIT CARDS
TC HIGHWAY INSPECTION FEE ACCT
C.C. REGISTRY
COUNTY CLERK CREDIT CARD
C. C. CASH BOND
TAX ASSESSOR COLLECTOR HIGHWAY DTA
C. C. LEGALEASE
DISTRICT CLERK REGISTRY
DISTRICT CLERK CASH BOND
DISTRICT CLERK LEGALEASE
CSCD COLLECTIONS
CSCD PRETRIAL ACCOUNT
CSCD RESTITUTION ACCOUNT
884 FEE OFFICERS ACCOUNT
CHILD SUPPORT
NPFA NARCOTICS TASK FORCE PENDING F
SPFA SHERIFFS PENDING FORFEITURES
DAFA DISTRICT ATTORNEY PENDING FORF
ROFA ROSENBERG PENDING FORFEITURES
HOFA CITY OF HOUSTON PENDING FORFEI
TREASURERS ACCOUNT
415 LOCAL LAW ENFORCEMENT BLOCK GRA
205 SURFACE WATER SUPPLY CORP
175 CITY WATER ASSISTANCE

185 ENTEX CONTRIBUTIONS
190 HL&P ASSISTANCE
INVESTMENT ACCOUNT
JUVENILE PROBATION RESTITUTION ACCO
215 LIBRARY DONATIONS
235 PROBATE COURT TRAINING
COUNTY CLERK EPAY COURT
255 D A ASSET FORFEITURE-FEDERAL
265 GUS GEORGE MEMORIAL
275 D A SPECIAL FUND RUN
SHERIFF INMATE COMMISSARY ACCOUNT
D.A. WORTHLESS CHECK RESTITUTION
290 VIT INTEREST
TC-HIGHWAY CREDIT CARD ACCOUNT
TC-TAX OFFICE CREDIT CARD ACCT
130 ASSISTANCE DISTRICT NO 1
100/FBC GENERAL OPERATING ACCOUNT
ENGINEERING PERMITTING E-CHECK
JUROR PAYMENTS
JUVENILE PROBATION CREDIT CARD ACCO
CSCD CREDIT CARD PROCESSING ACCOUNT
TC/COLL.SIT ESC
T.C.-HIGHWAY
T.C.-BEER & LIQUOR
T.C. TAX ACCOUNT
TC NSF ACCOUNT

QUESTIONNAIRE

Mark an "x" in the "Yes" or "No' column, when applicable. When "Yes or No is not applicable, provide detailed response in the appropriate "Response/Comments" section.

This form must be included with RFP response in paper form and CD-ROM or flash drive.

Item No.	Description	Yes	No	Response/Comments
1	Present Company Name	X		Cadence Bank, N.A.
2	Location of company headquarters	X		2800 Post Oak Blvd., Suite 3800, Houston Texas 77056
3	Primary local address	X		2800 Post Oak Blvd., Suite 3800, Houston Texas 77056
4	Owner(s)	X		Cadence Bancorporation LLC
5	Form of Business			
	Corporation			Cadence Bank, N.A. is a National Association and therefore not incorporated in any state
	Partnership			Cadence Bank, N.A. is a National Association and therefore not incorporated in any state
	Sole Proprietary			Cadence Bank, N.A. is a National Association and therefore not incorporated in any state
6	Principal office location	X		2800 Post Oak Blvd., Suite 3800, Houston Texas 77056
7	To be completed by Corporations			
	Date Incorporated			Cadence Bank, N.A. is a National Association and therefore not incorporated. October 10, 2005 is our date of Articles of Association
	Under the laws of what state			Cadence Bank, N.A. is a National Association and therefore not incorporated in any state
	Provide a COMPLETE list of officers	X		• Paul Murphy, Chairman and CEO, Cadence Bancorporation • Sam Tortorici, President Cadence Bancorporation, CEO Cadence Bank • Valerie Toalson, EVP & CFO, Cadence Bancorporation, Cadence Bank • Hank Holmes, EVP Cadence Bancorporation, President Cadence Bank • David Black, EVP Cadence Bancorporation, Chief Risk Officer Cadence Bank • Sheila Ray EVP Cadence Bancorporation, EVP, Chief Talent Officer Cadence Bank
	Executive Officer	X		Paul Murphy, Chairman and CEO
8	To be completed by Partnerships			Cadence Bank, N.A. is a National Association and therefore not incorporated in any state
	Date formed			N/A See Above
	Is Partnership general, Limited, or associated?			N/A See Above
	Provide a COMPLETE list of members.			N/A See Above

	Provide a COMPLETE list of all local branch offices.			N/A See Above
9	Submitted by (name of person submitting questionnaire)	X		Beth Davidson, SVP, Treasury Management Officer
10	Is your company presently in compliance with all City, State and Federal requirements with jurisdiction over your business?	X		
11	If your answer is "NO", what is the specific area of non-compliance and what do you anticipate as the outcome?			
12	How many years has your company been in existence in its current business form and operating under the same name? Please attach documentation as proof.	X		9 years under the most recent ownership
13	What are your general office hours?	X		8 a.m. to 5 p.m. CST

Item No.	Description	Yes	No	Response/Comments
Item No.	Description	Yes	No	Response/Comments
14	Telephone Number (must be a local or toll free)	X		833-419-4531 – Toll free number, local team
	After hours contact information	X		800-329-0289 – Toll free number, local team Fort Bend County can always contact your Treasury Management Officer Beth Davidson at 346-324-4784
	Fax number (must be local or toll free)	X		713-871-4118
	Email address	X		treasurymanagement@cadencebank.com TM5@cadencebank.com Beth.davidson@cadencebank.com
GENERAL REQUIREMENTS				
15	Provide a brief history and background of the company including parent and/or subsidiary companies relating to the merchant card services.	X		In 2009 Cadence Bancorp, LLC predecessor organization formed as a holding company intent on driving community and business growth. During this time the Cadence Board of Directors and management team was formed. In 2010, $1 billion in committed capital was raised to invest consisting largely of endowments and pension funds. In 2011 purchased Cadence Bank and rebranded the company as Cadence Bank 2011 acquired Superior Bank 2012 purchased Encore Bank 2017 Cadence Bancorporation went public on the NYSE under the symbol CADE 2019 acquired State Bank Cadence Bank's Mission: To deliver a better banking experience for every client. We will design for our customers, respond to them and learn from them. We will ignite our talented team to relentlessly pursue the most innovative products and best services and practices in all we do. We will utilize technology to deliver timely and superior solutions for our customers. We will be a bank our customers are proud of. We will be the bank to get it right.
16	Describe company's organizational structure, especially as it applies to service provisions and customer service.	X		Cadence has included organization charts in Tab 5 for our Executive Team, Treasury Management team including our customer service team, and Operations team
17	Explain how company's expertise differs from those of company's competitor.	X		Cadence Bank has experience with a large scale Texas County depository banking implementation that was completed within the last four years. In addition to the knowledge gained from this and other implementation experiences, Cadence has the flexibility to customize to the County's needs and specifications. Cadence has also had the unique experience of building our systems and solutions from the ground up,

				based on direct client feedback, technological need within the industry and our direct client interaction through years in treasury management. We are headquartered in Houston, Texas with all of the County's Relationship Management and Support Teams based locally. The team is very experienced in solving the challenges that public sector entities face through technology with over 100 years of combined experience. Finally, Cadence is one of the few financial institutions with a bank-owned lockbox within a 50 mile radius of Fort Bend County.
18	Include how long company has been providing the proposed solutions and how long the company has been assisting clients with these solutions.	X		Cadence Bank in its current ownership structure has been working with treasury clients for over 10 years. Our predecessor organizations have a history that dates back much further. The lead project team has anywhere from 15-35 years of experience in banking and treasury management
19	Provide number of clients supported and the number of transactions that are processed annually.	X		Total number of Treasury Management clients – 5,100 Total number of accounts for Treasury Management Clients – 15,000 Total number of Small Business accounts – 35,000
20	Explain how the company plans to stay current and competitive.	X		We have an 8 person senior tenured team member treasury management product team focused on enhancing our current product line with monthly and quarterly updates; executing our product roadmap for new product delivery and utilizing "voice of the customer" to bring ideas to development. We also attend multiple industry roundtables and conferences to stay abreast of regulatory changes, new technology available, fraud trends/cyberfraud events and vendor work groups. We are proud to be a technology bank focused on efficiency and automation solutions for our commercial clients.
21	Describe what major changes the company sees occurring in banking services in the next five (5) years. Explain plans to help customers move to new technologies. What approach the company is taking in the development of new services?	X		In the next 5 years, we anticipate: a. Real Time payments to bypass wire & ACH volumes while at the same time making cyberfraud the major concern for risk. b. The need for closed loop trading partner secure portals whereby payees can control their ABA and account numbers for EDI data exchange and payments will aid in the reduction of Business Email compromises. c. Full automation with integrated payables & receivables pushed downstream to middle market companies & governmental entities. d. Bank acting as their clients integration specialist vs trusted advisors. e. Additional regulatory changes & scrutiny
22	Explain any new services or features implemented in the past two (2) years. Describe any new services / technologies that are currently in implementation.	X		1. New services implemented, separate from Monthly Allegro! enhancements: a. a. EIPP – Electronic Invoice Presentment & Payment

				b. Integrated Reporting – Function in Allegro! portal allowing clients to append banking transactions (i.e. add client number, internal identifier…) with extended history c. Batch Wires – allowing SFTP batches of internal & external wires helping clients send directly from accounts payable system and save keystrokes d. Giact gVerify for eGov convenience fee model web payment portal integration for real time account status consumer & business account verification of account ownership and account status e. Consolidated lockbox data transmissions, to include incoming ACH and wire activity f. Return items data transmission to reverse lockbox posting file account detail
23	Include any major changes in hardware that your firm anticipates in the next three (3) years. If any, what changes should Fort Bend County anticipate and how should Fort Bend County plan for those changes on hardware issues.	X		a. Allegro! wire & ACH system upgrade in August for enhanced online functionality, payment database to utilize between ACH & wires for cross application access and expanded user entitlements. b. Back office ACH & wire core application to improve operational efficiency, non-client facing. c. Continual IT infrastructure & security, significant IT budget for ongoing growth and development.
24	State present workload, outline the percentage of time available for this RFP and how current workload will affect current workload will affect the ability to accomplish the requirements of this RFP.	X		Cadence Bank is a growth bank and have treasury tactical units to onboard new clients as well as handle client support for our commercial client portfolio. Fort Bend County will be onboarded using our New Large Client implementation with a project management structure to onboard fully in 30 days and have lockbox programmed and tested to meet the 2020 tax season as well as the needs for the county's other department needs. We onboard 3-4 clients the size and complexity of FBC quarterly. We have been very successful using this model and using a report card methodology post implementation to gauge user experience.
25	Vendor shall provide qualified personnel who will perform in a professional manner. "Professional manner" means the personnel performing shall possess the skill, license(s) and competence consistent with the prevailing business standards within the State of Texas.	X		The personnel that will be working directly with Fort Bend County are qualified to meet the requirements outline within this RFP in a professional manner. The team is a trusted banking partner of

26	The vendor shall have available key personnel with a combined minimum work force that can meet the technical requirements described herein.	X		The relationship team, product team, operations team, client service team and implementation team have completed a large scale County depository banking implementation project recently. We understand the requirements of the RFP and are confident that we can meet all of the requirements where we've indicated we are able and provide the County with innovative ideas where we can improve upon processes for the County.

Item No.	Description	Yes	No	Response/Comments
LITIGATION AND OR COMPLAINTS DISCLOSURE				
27	Respond to each of the following with "yes"/"no" responses. Failure to fully and truthfully disclose the information required may result in disqualification of vendor's response from consideration or termination of the resulting agreement. "Yes" answers must indicate the name of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page attached to vendor's response.			
28	Has vendor or any member of its firm or team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years? Is the vendor's company or any of its officers, director, partners or principals now under indictment, court order or investigation?		X	
29	Has vendor or any member of its firm or team to be assigned to this engagement been terminated (for cause or otherwise) from any work being performed for the County or any other federal, state or local government, or private entity?			Neither the vendor nor any member of its team to be assigned to this engagement has been terminated (for cause or otherwise) from work being performed for the County, or any other federal, state or local government, or private entity. As to members of the vendor's team, we do not make this representation as to work performed prior to their employment by vendor.
30	Has vendor or any member of its firm or team to be assigned to this engagement been involved in any claim or litigation with the County or any other federal, state or local government, or private entity during the last ten (10) years?			Other than in the normal course of business, neither the vendor nor any member of its team has been involved in any claim or litigation with the County or any other federal, state or local government, or any private entity during the last ten (10) years.
31	Describe any litigation against vendor's company in the past five years including any settled or dismissed matters. Is vendor's company under investigation or subject to any regulatory action by either a state or federal agency? If yes, explain.			Any litigation against the vendor in the past five (5) years (including settled or dismissed matters) has been in the normal course of business. The vendor is not under investigation by either a state or federal agency. As a national bank, the vendor has been and remains under the normal supervision of its prudential regulator, the Office of the Comptroller of the Currency (OCC), and the vendor is not the subject of any regulatory action taken by the OCC.
32	Has vendor had any complaints filed with the Better Business Bureau for failure to perform in accordance with agreements.			The vendor serves just over 66,000 consumer households and just over 14,500 businesses. The vendor is only aware of a few complaints (to the best of its knowledge, around 5) filed with the Better Business Bureau by any of its clients within the past 5 years. This number of BBB complaints is miniscule for a banking institution of the vendor's size.
33	Is vendor's company currently involved in any active/pending civil matters? If yes, explain.			The vendor is involved in active civil matters which have arisen in the normal course of business.

34	If your company does not have an office in Fort Bend County, please explain how your company will provide services should Fort Bend County decide to award to your company?			Cadence has a branch office in Fort Bend County and our corporate headquarters that includes the County's relationship and processing facilities within 20 minutes of Fort Bend County. For meetings with Fort Bend County the team will travel to the County.

Vendor Name:
Cadence Bank

Representative Title:
Senior Vice President

Representative Name:
Beth Davidson

Signature:

Task Name	Start Date	End Date	Assigned To
Implementation Project Plan - Fort Bend County	08/03/20	12/01/20	
Initiation Phase			
Submit Implementation Request	08/03/20	08/10/20	Sales
Assign Implementation Project Manager	08/03/20	08/10/20	Cadence
Hold Internal Review Meeting	08/03/20	08/10/20	Cadence
Schedule Kick-off Meeting	08/03/20	08/10/20	Cadence
Hold Implementation Kick-off Meeting with Client	08/03/20	08/10/20	Cadence/Client
Confirm Scope of the Implementation Request	08/03/20	08/10/20	Cadence
Revise/Confirm Project Target Date	08/03/20	08/10/20	Cadence
Identify Stakeholders and Resources Required in Project	08/03/20	08/10/20	Cadence
Initiation Phase Completed	08/03/20	08/10/20	Cadence
Requirements and Planning Phase			
Draft Project Charter	08/10/20	08/21/20	Cadence
Review Project Charter with Client	08/10/20	08/21/20	Cadence
Sign-off on Scope/Lock Project Charter	08/10/20	08/21/20	Client
Draft Detailed Project Plan based on terms of the Deal	08/10/20	08/21/20	Cadence
Review Detailed Project Plan with Client	08/10/20	08/21/20	Cadence/Client
Requirements and Planning Phase Completed	08/10/20	08/21/20	Cadence
Implementation and Testing Phase			
Legal Agreements/Product Setup instructions	08/25/20	09/08/20	
Request Account/User Information from client	08/25/20	09/08/20	Cadence
Receive Account/User Information from client	08/25/20	09/08/20	Client
Provide Client with Legal and Product Set-up Documentation	08/25/20	09/08/20	Cadence
Signs and Returns Legal and Product Set-up Documentation	08/25/20	09/08/20	Client
Training			
Specialized Training for all products (IR,PP,ACH, Wires, RDC) based on number of RDC locations, products,users etc.	10/01/20	10/30/20	Cadence
Execution			
Submit setup requests to operations	09/08/20	09/22/20	Cadence
Open New Accounts			
Open Checking Accounts(DDA)	09/08/20	09/22/20	Cadence
Open Controlled Disbursement Accounts	09/08/20	09/22/20	Cadence
Open Investment Sweeps Accounts	09/08/20	09/22/20	Cadence
Open Zero Balance Account Services	09/08/20	09/22/20	Cadence
Account Analysis			
Setup 822 account analysis file for Billing	09/08/20	09/22/20	Cadence
Outsourced Disbursements			
Recieve Setup specs from Client and forward to Vendor	09/08/20	10/30/20	Client
Vendor will send questions to understand file format and data if needed	09/08/20	10/30/20	Cadence
Vendor will develop a custom solution for OSD	09/08/20	10/30/20	Cadence
Setup Templates for speciment signatures	09/08/20	10/30/20	Cadence
Setup of the transmission/connectivity	10/19/20	10/30/20	Cadence
Testing			
Send Checks to Client for approval	10/05/20	10/16/20	Cadence
Test Positive Pay files	10/05/20	10/16/20	Client/Cadence
Validation and Release// Go Live	10/05/20	10/16/20	Cadence/Client
Positive Pay and MICR Testing & Payee Name Verification			
Provide Client with MICR Specification Sheet & PNV Requirements for Check Printing	09/08/20	09/22/20	Cadence
Client Creates/Orders Checks	09/08/20	09/22/20	Cadence
Client Forwards 10 Voided but completed Checks to Cadence for MICR and PNV Testing (depending on different check stock and printing locations)	09/08/20	09/22/20	Client
Perform MICR & PNV Test	09/08/20	09/22/20	Cadence
Provide Test Feedback to Client	09/08/20	09/22/20	Cadence
Test Incoming file for Positive Pay Check Issued File	09/08/20	09/22/20	Cadence
Schedule test	09/08/20	09/22/20	Cadence
Receive test file from client	09/08/20	09/22/20	Cadence
Validate test file, report to client of test results, retest as needed, or approve test file	09/08/20	09/22/20	Cadence
If Successful, Advise Client to Begin Issuing Checks & Activate PNV Pos Pay Service/ Go Live	09/08/20	09/22/20	Cadence
ACH (Origination Initiate (Direct Send file and Database)/Approve)			
Client Setup	09/08/20	09/22/20	
Test Incoming file - ACH Direct Send File	09/08/20	09/22/20	Cadence
Test Outgoing file Connectivity (ACH Returns/NOC's)	09/08/20	09/22/20	Cadence
Test Outgoing file for ACH EDI	09/08/20	09/22/20	Cadence
Release// Go Live	09/08/20	09/22/20	Cadence
ACH Positive Pay			
Setup Client with ACH Positive Pay	09/08/20	09/22/20	Cadence
Account Reconciliation (ARP)			
Setup User Entitlements and Accounts	09/08/20	09/29/20	Cadence
Test BAI Previous Day Outgoing file (Recon)	09/08/20	09/29/20	Cadence
Schedule test	09/08/20	09/29/20	Cadence

Send test file to client	09/08/20	09/29/20	Cadence
Validate test file, report test results to client, retest as needed, or approve test file	09/08/20	09/29/20	Cadence
Wires/Book Transfers			
Setup User Entitlements and Accounts	09/08/20	09/22/20	Cadence
Template setup and Maintenance	09/08/20	09/22/20	Cadence
Test and Validate	09/08/20	09/22/20	Cadence/Client
Advise Client of Completed Set-up/Go Live	09/22/20	09/22/20	Cadence
Information Reporting (Additional Reports, Deposited items, Account Transfers)			
Setup User Entitlements and Accounts	09/08/20	09/22/20	Cadence
Test and Validate	09/08/20	09/22/20	Cadence
Advise Client of Completed Set-up/ Go Live (depending on number of users)	09/22/20	09/22/20	Cadence
File Transmissions(SFTP or Allegro File Transfer)			
Request Client Information - IP address, file naming convention	09/08/20	09/29/20	Cadence
Receive Client Information - IP address, file naming convention	09/08/20	09/29/20	Client
Setup Firewall and Connectivity for all products	09/08/20	09/29/20	Cadence
Send IP Address and credentials to client	09/08/20	09/29/20	Cadence
Test File tranmissions	09/08/20	09/29/20	Cadence/Client
Advise Client of Completed Set-up/Go Live	09/29/20	09/29/20	Cadence
Remote Deposit Capture/Remote Deposit Express			
Setup User Entitlements and Accounts	09/08/20	09/22/20	Cadence
Order and send scanners	09/08/20	09/22/20	Cadence
Test and Validate	09/08/20	09/22/20	Client
Advise Client of Completed Set-up/ Go Live	09/22/20	09/22/20	Cadence
Lockbox			
Confirm Lockbox Requirements	09/08/20	10/13/20	Cadence
Assign Postal Caller Box	09/08/20	10/13/20	Cadence
Client Secure Technical Resources for Lockbox Connectivity Setup and Testing	09/08/20	10/13/20	Cadence
Review Lockbox Specifications with Client	09/08/20	10/13/20	Cadence
Setup Account in Lockbox System	09/08/20	10/13/20	
Test Coupons	09/08/20	10/13/20	Cadence
Complete Data File programming	09/08/20	10/13/20	Cadence
Exception Processing	09/08/20	10/13/20	Cadence
Corrective Workstation for Lockbox	09/08/20	10/13/20	Cadence
Schedule test	09/08/20	10/13/20	Cadence
Validate test, report test results to client , retest as needed	09/08/20	10/13/20	Cadence
Test Lockbox files	09/08/20	10/13/20	Cadence
Outgoing	09/08/20	10/13/20	Cadence
Posting files	09/08/20	10/13/20	Cadence
Image file	09/08/20	10/13/20	Cadence
Create Test Files	09/08/20	10/13/20	
Send Files to Client and retest if neeeded	09/08/20	10/13/20	Cadence/Client
Vault Services			
Confirm setup requirements with Client	09/08/20	09/22/20	Cadence
Client Setup	09/08/20	09/22/20	Cadence
Payroll Card			
Setup Client on Payroll Card and Conversion of existing Cards	09/15/20	10/05/20	Cadence
Sweeps			
Investment Sweep	09/08/20	09/22/20	
Client Setup (Sweep to Money Market Mutual Funds)	09/08/20	09/22/20	Cadence
Self Directed Investments	09/08/20	09/22/20	
Provide client with information	09/08/20	09/22/20	Cadence
ZBA Sweep	09/08/20	09/22/20	
Client Setup	09/08/20	09/22/20	Cadence
Security Tokens or Smart Phone App Instructions	09/08/20	09/22/20	Cadence
Deliver Tokens and Smartphone instructions	09/08/20	09/22/20	Cadence
Activate Tokens/Smartphones	09/08/20	09/22/20	Cadence
Go Live	09/08/20	09/22/20	Cadence
Testing & Go Live Phase Complete	**09/22/20**	**09/22/20**	Cadence
Deal Closure Phase			
Monitor Services During Production Verification Period	11/02/20	12/31/20	Cadence
Sign-off on Project	11/16/20	11/16/20	Cadence
Transition to Customer Service	11/02/20	11/02/20	Cadence
Distribute Survey to Client	12/01/20	12/01/20	Cadence
Closing event	12/21/20	12/21/20	Cadence

TEXAS SECRETARY of STATE
RUTH R. HUGHS

BUSINESS ORGANIZATIONS INQUIRY - VIEW ENTITY

Filing Number:	801316480	**Entity Type:**	Foreign Limited Liability Company (LLC)
Original Date of Filing:	September 9, 2010	**Entity Status:**	In existence
Formation Date:	N/A		
Tax ID:	32042610496	**FEIN:**	272032414

Name:	Cadence Bancorp LLC
Address:	5151 San Felipe, Ste. 425 Houston, TX 77056 USA
Fictitious Name:	N/A
Jurisdiction:	DE, USA
Foreign Formation Date:	November 18, 2009

REGISTERED AGENT | FILING HISTORY | NAMES | MANAGEMENT | ASSUMED NAMES | ASSOCIATED ENTITIES

Name	Address	Inactive Date
National Registered Agents, Inc.	1999 Bryan St., Ste. 900 Dallas, TX 75201-3136 USA	

Order | Return to Search

Instructions:

- To place an order for additional information about a filing press the 'Order' button.

Comptroller of the Currency
Administrator of National Banks

Washington, DC 20219

CERTIFICATE OF CORPORATE EXISTENCE

I, Thomas J. Curry, Comptroller of the Currency, do hereby certify that:

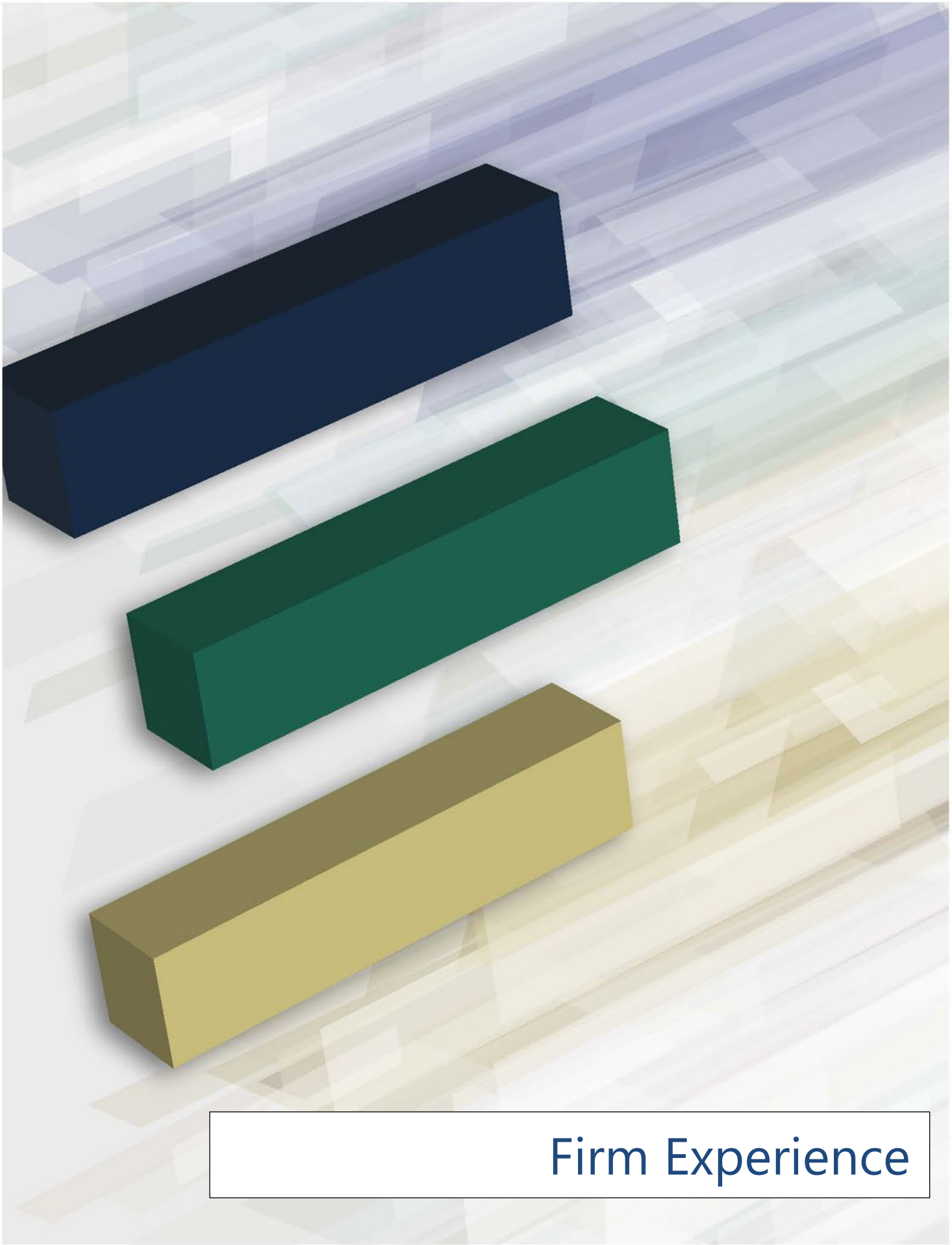
1. The Comptroller of the Currency, pursuant to Revised Statutes 324, et seq, as amended, and 12 USC 1, et seq, as amended, has possession, custody, and control of all records pertaining to the chartering, regulation, and supervision of all national banking associations.

2. "Cadence Bank, National Association," Birmingham, Alabama (Charter No. 3656), is a national banking association formed under the laws of the United States and is authorized thereunder to transact the business of banking on the date of this certificate.

IN TESTIMONY WHEREOF, today, March 18, 2013, I have hereunto subscribed my name and caused my seal of office to be affixed to these presents at the U.S. Department of the Treasury, in the City of Washington, District of Columbia.



Comptroller of the Currency



Firm Experience

Cadence Bank Qualifications and Experience

In 2016, Cadence Bank was awarded the Depository Banking relationship with Harris County, TX (reference #1).

Cadence Bank was awarded the depository contract for Harris County in December 2016 and reengineered processes impacting the City's bottom line. The complex onboarding of 300 users and departments was seamless and met the County's go-live dates and dealing.
We provide extensive complex custom treasury solutions for Harris County. On the next several pages is a list of items we've implemented throughout the County to solve for challenges. Cadence looks forward to providing this same level of service and innovation to Fort Bend County.

Below are just a few of the departments within the County that Cadence Bank partners with.

- Budget Office
- Treasurer's Office
- Tax Office
- Toll Road Authority
- Juvenile Probation
- Sherrif's Office, Alarm Permits
- Harris City Child Protective Services
- Community Services
- City Clerk
- District Clerk
- District Attorney's Forfeiture Division
- Public Defender's Office

Treasury Services include:

- Core Treasury services: Allegro! Reporting, Bank Statements,
- Account Analysis, Wires, ACH, Positive Payee verification, ACH
- Positive Pay
- Free Alerts
- Remote Lockbox
- Wholesale & Retail Lockbox
- Virtual Vault Services
- BAI files
- EDI files
- ARP Custom files
- Prepaid Cards

Innovative Solutions Implemented and Developed for Harris County

- Forfeiture Account Structure and Reporting
- Lockbox process reengineering with Remote Lockbox, Corrective Workstation, eLockbox

HARRIS COUNTY'S ACCOMPLISHMENTS WITH CADENCE BANK N.A.

#	Description of Accomplishment / Enhancement	Department Impact	Accomplishment Timeframe
1	Allegro File Transfer - Quick kill solution, switch sorting from alpha sort to last modified sort	All	December 2017
2	All Go Live Dates met with Toll Road moving original date up a day and District Clerk processing checks before date	All	June / October 2017
3	Met all initial custom programming & dept testing requirements prior to Go Live Date	All	June 2017
4	Managed and scheduled all department meetings for pre-implementation, post-implementation and TM Reviews (continuing). Departments appreciated visit because they did not have the opportunity to visit with the prior Bank	All	June 2017
5	Setup a dedicated email address and client service phone line that is easily identified by users to quickly send research/inquiries	All	June 2017
6	Hosted Fraud and Cyber-threat Awareness Presentation with Auditors Office, Budget Office and CTS	All	July 2017
7	Deployed Remote Deposit and Remote Lockbox Scanners for processing of check deposits same-day (prior sat on armored car trucks overnight); increasing funds availability that increased available amounts for investing or earing ECR credit. This is significant dollars across the County	All	June 2017
8	Replaced all TS240 Remote Lockbox scanners at each Annex with Burroughs Remote Lockbox scanners to support the volume for Tax season processing	All	December 2017
9	Setup Payee Match where capable by departments / systems to further reduce check fraud occurrences	All	June 2017
10	Setup and operated 2 Command Centers for HC and Toll Road Go Live Dates ensuring real-time response and resolutions for inquiries	All	June 2017
11	Automatically included in setup a Paid Items Recon export via Positive Pay available two business days after paid check date. No additional fees incurred	All	June 2017
12	Added Department field in Allegro to associate an HC User to respective Department	All	June 2017
13	Conducted 3 weeks of webex training for 400+ HC users prior to going live for bank transition. Also provided written quick reference guides for all users	All	May 2017
14	Eliminated fractional float at Bank's expense	All	January 2018
15	Added back of check image in Allegro Bank Statement	All	June 2017
16	Introduced 3-way Balancing for all Lockboxes ensuring the validity of data being transmitted back to the department, avoiding unbalanced files (frequent issue at prior bank). End of day details emailed for user monitoring	All HC lockboxes	June 2017
17	Created a virtual coupon when a tax payer did not return the document allowing for consistency in client service inquiries to HC departments. Tax office required all exceptions to be couriered back to the County, they reprinted a coupon and couriered back to the bank to process. This eliminated duplicate printing and daily courier expense	All lockboxes	June 2017
18	Turned off all paper statements to reduce fraud attempts and unnecessary paper storage for departments. All account details are viewed online for 13 months	All, Forfeiture	June 2017
19	Eliminated CD Roms and the need for Auditors Office to burn 20+ copies to send to each department by implementing View Only access for Users to defined accounts	Auditors	June 2017
20	Created custom wire report to support Auditors Office new database requirements for monitoring funds movement	Auditors	February 2018
21	Provided 13 months of Items Deposited Images via Information Reporting for easy in researching and reconciling branch/RDC check deposits	Auditors, All	June 2017
22	Offered 7 year online statement archive for View Only to assigned users to eliminate the need for Budget Office and Auditors Office forwarding statement copies	Auditors, Budget	June 2017

HARRIS COUNTY'S ACCOMPLISHMENTS WITH CADENCE BANK N.A.			
#	**Description of Accomplishment / Enhancement**	**Department Impact**	**Accomplishment Timeframe**
23	Implemented dynamic wire approval process to enhance controls for funds movement (3 levels of approval)	Auditors, Treasurers	February 2018
24	Add APY to Commercial Bank Statements	Budget	February 2018
25	Created custom CSV File in support of Dashboard Project for Budget Office to monitor all accounts / investment sweeps	Budget	Custom Excel Cash Position delivered June 2017. CSV File 12/13/2017
26	Recommended Floating FHLB Letter of Credit to reduce the need for tight monitoring of collateral requirements	Budget	January 2017
27	Set up custom report for Budget Mgt office to track all Cadence accounts & balances for collateral requirements	Budget	June 2017
28	Established multi tier Account Analysis set up for individual department balance/activity monitoring while rolling up to the HC Parent for full relationship. Helps to track individual department volume, recommend sweep PEGs...	Budget	June 2017
29	Created custom Account Analysis export for Budget Office AA Dashboard	Budget	April 2018
30	Updated line item entry description from Trust for investment trade transactions to ease reconciliation	Budget	September 2018
31	Implemented online check Web Returns for Budget Office so return items can be viewed a day in advance as well as making it easier to forward a PDF copy verses waiting days for a mailed copy to be able to work the return/collection item.	Budget, Others	June 2017
32	Provided online viewing for ALL accounts in ONE single sign-on portal making monitoring of accounts more timely and user-friendly	Budget, Others	June 2017
33	Single Sign-on for all core Allegro online tools/Information Reporting. HC had up to 4 separate sign-ons at one-time for prior Bank	Budget, Others	June 2017
34	Upgraded wholesale lockboxes to retail lockboxes by assisting HC team in designing and creating retail scan lines. Reduces manual wholesale processing cost and accuracy of data posting file	DA, Juvey	June 2017
35	Combine on BAI reports with DDA & Sweep accounts	District Clerk	December 2017
36	Supported the transition efforts to move 862 Forfeiture accounts for bank consolidation as well as client support concerns of prior Bank	Forfeiture	June 2017
37	Created a custom District Attorney Forfeiture Account Report providing a real-time view of all accounts, balance details and account status that was delayed weeks at prior Bank	Forfeiture	June 2017
38	Developed a custom "eForm" for 300 agencies to easily fill out and report seized funds for clean tracking purposes. Prior bank took days to process large cash deposits without visibility to DA's Office, we process all cash same day and created a sub accounting process to monitor individual accounts easily	Forfeiture	June 2017
39	Sped up turn around time for cashier check request for DA Forfeiture Dept, process and production to same-day verses multiple days at prior Bank	Forfeiture	June 2017
40	Added additional Juvey accounts to Outsourced Disbursements to reduce fraud potential and the need for processing manual check request	Juvey	July 2017
41	Implemented SFTP to automate movement of files for ACH, lockbox, match files...	Juvey, Tax, Toll, DA	June 2017
42	Created Paid Check File with Images to allow for storing of paid check images in own departments database	Sheriff, CPS	June 2017
43	Implemented eLockbox which increased the number of positive hits for check to ACH conversion on BillPay items	Tax	June 2017

HARRIS COUNTY'S ACCOMPLISHMENTS WITH CADENCE BANK N.A.			
#	Description of Accomplishment / Enhancement	Department Impact	Accomplishment Timeframe
44	Removed the need to have Tax employees office at the Bank's facility during tax season because of our Corrective Workstation tool and Match File technology	Tax	June 2017
45	Sprayed the Mail Received Date on all Tax mail received in the lockbox that follows the tax code; making it easier for serving customer calls and any payment dispute related to timeliness the Tax office has to address. Not available at prior Bank	Tax	June 2017
46	Sending remote lockbox exception report daily to central Tax Office for ease of training and alerting branches of items to rerun. Eliminates posting delays and future research	Tax	Dec. - March 2018
47	Tax office sped up their posting process by a week (contributes to the technology, balancing and client service)	Tax	Dec. - March 2018
48	Tax office confirmed number of errors reduced, needing less research and delays to the tax payer	Tax	Dec. - March 2018
49	Remote Lockbox sped up posting time by at least a day, two depending on annex balancing procedures. Faster clearing of deposited items means faster funds availability for investing or building ECR credit	Tax	Dec. - March 2018
50	Setup and programmed to HC owned OPEX scanner to support high volume transmitting and future document scanning, bank incurred cost	Tax	December 2017
51	Set up custom web portal for Tax dept for online payments with our vendor eGov, went live in 3 weeks. Complaints from Tax that it took 6 months at prior bank to make web page changes	Tax	October 2017
52	Negotiated $96,000 savings from contract, for eGov hard programming fees. Charged now only if HC leaves the credit card processing within 12 months	Tax	September 2017
53	Set up Cadence Bank account to pay Tax invoices through the bank with eGov revenue share	Tax	September 2017
54	Set up and tested Image Cash Letter	Tax	June 2017
55	Implemented Corrective Workstation for the Tax Office speeding up exception processing by days as well as eliminating couriers and printing of coupons	Tax, Juvey	June 2017
56	Implemented and programmed to each departments unique Match File which reduced the number of manual exceptions the department would of had to process or manually returned into the Department's software application for posting	Tax, Juvey, DA	June 2017
57	Conducted hands-on training for all remote lockbox and departments (Tax Annex's, DA's Office...) with needs/concerns with transition	Tax, Others as needed	June 2017
58	Automate ACH response files for Toll Road	Toll	October 2017
59	Created vendor relationship / contract with Brinks to allow Toll Road to continue same process and file layouts to ease transition of coin vault deposits	Toll	June 2017
60	Established and programmed to Toll Road's request to reduce the number of lockboxes saving on monthly maintenance fees	Toll	June 2017
61	Custom ACH Response file (includes HCTRA's original trace number)	Toll	October 2017
62	Update ARP Custom Files for Treasurer's Office, waiting on clarification from CTS	Treasurers	March 2018
63	Developed custom ARP Files	Treasurers, Com.Sprvs., Auditor's	June 2017
64	Provided view access to departments for ACH NOC & Returns so Treasurers office didn't have to forward all data to appropriate departments	Treasurers, Others	June 2017

HARRIS COUNTY'S ACCOMPLISHMENTS WITH CADENCE BANK N.A.			
#	Description of Accomplishment / Enhancement	Department Impact	Accomplishment Timeframe
65	Helped export previous bank's ACH templates into Cadence ACH database to ease ACH transition and having to rekey all data	Treasurers, Tax Office	June 2017
66	Successfully migrated HC depts to new NCR platform (except tax, District Clerk and County Clerk) to enhance reporting capabilities and user experience	All except Tax, District Clerk and County Clerk	January 2019
67	Implemented pre-paid purchasing card program for Child Protective Services to help manage clothing reimbursements, emergency impress payments and guardian payments	CPS	October 2018
68	Opened lockbox for treasurer's office for their patrol contracts to collect and process payments faster. Radio and other opportunities pending for same need	Treasurer's Office	December 2018
69	Built custom daily and monthly recon file for auditor's office to assist with reconciling	Auditors Office	September 2019
70	Fidelity Fund added as an approved Fund Family at initial onboarding. Created algorithm to ensure last four digits of account matched corresponding DDA. JP Morgan and Invesco currently under Vendor Management and contract legal review	All	2019
71	Online banking: created one profile for HC that eliminated the many login and passwords experience when using system at previous Financial Institution	All	2019
72	Online Banking: Added Departments for segregation i. Positive Pay ii. File Transfer iii. Account Transfer iv. General BOB	All	2019
73	Online Banking: Added Dual control i. Positive Pay File Upload ii. File Transfer File Upload	All	2019
74	Online Banking; stop payments from 6 months to 12 months	All	2019
75	Online banking; check images front and back	All	2019
76	Positive Pay custom check issued file	All	2019
77	ACH Services:	Treasurer, Auditor, Tax	2019
78	Vault/Loomis-Process for handling foreign/contaminated currency	All	2019
79	Custody/Trust-Allegro Single Sign On	All	2019
80	Budget Office-Custom non-ARP Reports-Account Analysis Excel; billing volume report (for variance analysis by Harris County)	Budget Office	2019
81	BAI to Excel conversion for recon purposes	HCTRA	2020
82	In the process of implementing the LEAP project that is the small business relief program for businesses in Harris County that were affected by COVID 19. Cadence Bank will be receiving the payments for these via Remote Lockbox, Lockbox, Walk up payments at Tax Offices and EIPP	All	In process

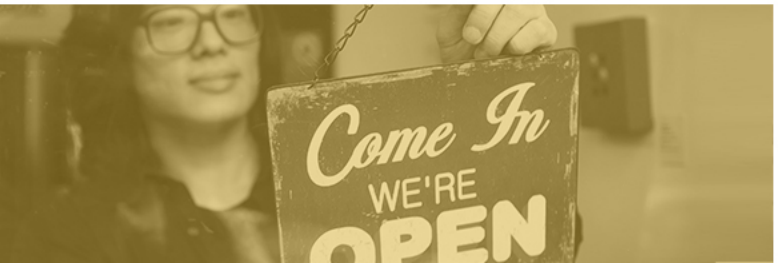


CADENCE BANK



QUARTERLY UPDATE

1st Quarter 2020



Disclaimers

This communication contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. These forward-looking statements reflect our current views with respect to, among other things, future events and our results of operations, financial condition and financial performance. These statements are often, but not always, made through the use of words or phrases such as "may," "should," "could," "predict," "potential," "believe," "will likely result," "expect," "continue," "will," "anticipate," "seek," "estimate," "intend," "plan," "projection," "would" and "outlook," or the negative version of those words or other comparable words of a future or forward-looking nature. These forward-looking statements are not historical facts, and are based on current expectations, estimates and projections about our industry, management's beliefs and certain assumptions made by management, many of which, by their nature, are inherently uncertain and beyond our control. Accordingly, we caution you that any such forward-looking statements are not guarantees of future performance and are subject to risks, assumptions and uncertainties that are difficult to predict. Although we believe that the expectations reflected in these forward-looking statements are reasonable as of the date made, actual results may prove to be materially different from the results expressed or implied by the forward-looking statements. Such factors include, without limitation, the "Risk Factors" referenced in our Registration Statement on Form S-1 filed with the Securities and Exchange Commission (SEC), other risks and uncertainties listed from time to time in our reports and documents filed with the SEC, including our Annual Reports on Form 10-K and Quarterly Reports on Form 10-Q, and the following factors: business and economic conditions generally and in the financial services industry, nationally and within our current and future geographic market areas; economic, market, operational, liquidity, credit and interest rate risks associated with our business; lack of seasoning in our loan portfolio; deteriorating asset quality and higher loan charge-offs; the laws and regulations applicable to our business; our ability to achieve organic loan and deposit growth and the composition of such growth; increased competition in the financial services industry, nationally, regionally or locally; our ability to maintain our historical earnings trends; our ability to raise additional capital to implement our business plan; material weaknesses in our internal control over financial reporting; systems failures or interruptions involving our information technology and telecommunications systems or third-party servicers; the composition of our management team and our ability to attract and retain key personnel; the fiscal position of the U.S. federal government and the soundness of other financial institutions; the composition of our loan portfolio, including the identity of our borrowers and the concentration of loans in energy-related industries and in our specialized industries; the portion of our loan portfolio that is comprised of participations and shared national credits; and the amount of nonperforming and classified assets we hold. Cadence can give no assurance that any goal or plan or expectation set forth in forward-looking statements can be achieved and readers are cautioned not to place undue reliance on such statements. The forward-looking statements are made as of the date of this communication, and Cadence does not intend, and assumes no obligation, to update any forward-looking statement to reflect events or circumstances after the date on which the statement is made or to reflect the occurrence of unanticipated events or circumstances, except as required by applicable law.

Certain of the financial measures and ratios we present are supplemental measures that are not required by, or are not presented in accordance with, U.S. generally accepted accounting principles (GAAP). We refer to these financial measures and ratios as "non-GAAP financial measures." We consider the use of select non-GAAP financial measures and ratios to be useful for financial and operational decision making and useful in evaluating period-to-period comparisons. These non-GAAP financial measures should not be considered a substitute for financial information presented in accordance with GAAP and you should not rely on non-GAAP financial measures alone as measures of our performance. More information regarding non-GAAP financial measures, including a reconciliation of non-GAAP financial measures to the comparable GAAP financial measures, is included in our earnings release and in the appendix to this presentation.

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The Cadence Story

About Cadence Bank: Our Story

Grew through acquisitions and organic growth

Held IPO and listed on the New York Stock Exchange

Merger with State Bank & Trust Company

In 2010, Cadence Bank successfully raised $1 billion in capital commitments to acquire financial institutions in need of capital and experienced management. Today, Cadence is a growth-oriented, middle-market commercial bank focused on building long-lasting relationships with its business and consumer customers.

Cadence Bank History: A Franchise Evolved

2009 – OCT 2010

Bank Formation: Cadence Bancorp, LLC

CADENCE BANCORPORATION

- Board of Directors and management team formed
- Buy/recap distressed banks in need of capital and experienced management
- $1bn committed capital raise

2011 – 2020

Mergers

MAR 2011
CADENCE.

APR 2011
SUPERIOR BANK

JUL 2012
ENCOREBANK

JUL 2019
STATE BANK & Trust Company

Recruit Teams / Organic Growth

SEP 2011
- Added a 16-person C&I team in Houston

DEC 2011
- Added a 6-person Specialized Industries lending team including Healthcare and Restaurant

DEC 2011
Tampa
- Commercial Banking
- Business Banking
- Treasury Management

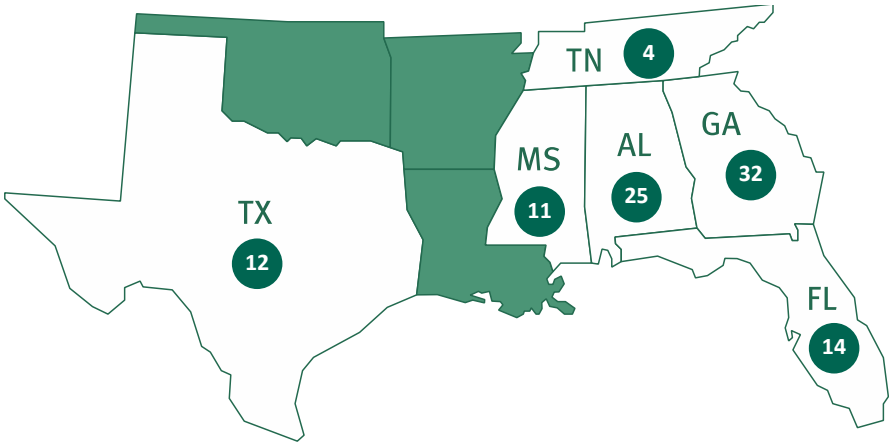
IPO

APR 2017

CADE LISTED NYSE

$173mm Initial Public Offering of Cadence Bancorporation

Current Branches



Cadence Bank: Executive Team

PROVEN & EXPERIENCED

- Excellent corporate governance structure with highly regarded Board of Directors
- Strong management team with track record of rapid and successful integration



Paul Murphy
Chairman & CEO,
Cadence Bancorporation



Sam Tortorici
President,
Cadence Bancorporation
CEO, Cadence Bank



Valerie Toalson
EVP & CFO,
Cadence Bancorporation
and Cadence Bank



Hank Holmes
EVP, Cadence Bancorporation
EVP, President, Cadence Bank



David Black
EVP, Cadence Bancorporation
EVP, Chief Risk Officer,
Cadence Bank



Sheila Ray
EVP, Cadence Bancorporation
EVP, Chief Talent Officer,
Cadence Bank

Veteran Board of Directors – Active & Engaged

NAME/TITLE	EXPERIENCE
Paul B. Murphy, Jr. Chairman / CEO	▪ CEO of Cadence Bancorporation ▪ Co-Founder and former CEO of Amegy Bank
William B. Harrison, Jr. Lead Outside Director	▪ Former Chairman/CEO JPMorgan Chase, Chase Manhattan, Chemical Bank ▪ Member of the JPMorgan International Council, Advisory Board of Aurora Capital Group, Advisory Board of Chilton Investment Company and Advisory Board of Spencer Stuart
Joseph W. Evans Vice Chairman	▪ Former Chairman and CEO of State Bank Financial Corporation and its subsidiary ▪ Former Chairman, President and CEO of Flag Financial
J. Richard Fredericks Director	▪ Founding Partner and Managing Director at Main Management ▪ Montgomery Securities (17x All-American analyst), Shuman, Agnew & Company, Dean Witter
Virginia A. Hepner Director	▪ Former Director of State Bank Financial Corporation with 25 years of banking experience ▪ Former President and CEO of The Woodruff Arts Center
Precious W. Owodunni Director	▪ President of Mountaintop Consulting, LLC ▪ Former Vice President at Goldman, Sachs & Co., experienced in private equity investments and part of the Mergers & Strategic Advisory Group
Marc J. Shapiro Director	▪ Former non-executive Chairman and former Vice Chairman for Finance and Risk Management of JPMorgan Chase ▪ Former CEO of Texas Commerce Bank
Scott M. Stuart Director	▪ Co-founder and Managing Partner of Sageview Capital ▪ Former Partner and part of Investment Committee at KKR
Kathy Waller Director	▪ Former Chief Financial Officer and President, Enabling Services of The Coca-Cola Company, retiring after 32 years of leading the company's global finance, technical and shared services
J. Thomas Wiley, Jr. Director	▪ Former CEO, Director and President of State Bank Financial Corporation and its subsidiary ▪ Former Chairman, CEO and President of Coastal Bankshares, Inc. and its subsidiary bank

By the Numbers

CADENCE BANK

$17.2 Billion
In Total Assets

$13.4 Billion
In Loans

$14.5 Billion
In Deposits

>1,850
Number of Associates

>$96MM
Community Investment[1]

10,159
In Service Hours[1]

98 Branch Locations
across six states

Over 175,000
individual business and consumer clients

4th Largest bank in Georgia[2]

4th Largest bank in Atlanta[2]

6th Largest Bank Holding Company w/ HQ in Texas

72nd Largest bank in U.S.

Source: SNL Financial and Company reports. Unaudited financial highlights are historical and do not include any pro forma acquisition accounting adjustments. Ranking based on FDIC deposit data as of June 30, 2019. [1] 2019. [2] Based on non-CCAR Banks (Federal Reserve's Comprehensive Capital Analysis and Review).

Products & Services

BANKING

- **Corporate and Middle Market Commercial & Industrial**
- **Specialized Industries** (Healthcare, Restaurant, Technology)
- **Energy**
- **Commercial Real Estate**
- **Asset-Based & Correspondent Lending**[1]
- **Business Banking**
- **Small Business Banking**
- **SBA Lending**[1]
- **Private Banking**
- **Retail Banking**
- **Mortgage**

FINANCIAL SERVICES

- **Investment Management**
- **Trust & Assets Management**
- **Treasury/Cash Management**
- **Foreign Exchange**
- **Association Services**
- **Altera Payroll & Insurance Services**[1]

Focused on delivering high-touch, personalized service across our franchise;
More than 190 relationship managers with an average of 22 years of experience[2]

[1]Added or enhanced through State Bank acquisition as of January 1, 2019.
[2]Reflects combined Cadence Bancorporation information as of March 31, 2019.

The Cadence Difference



Midsized bank
with large bank skill set and talent



Proven business model
focused on client relationships, high touch, personal service



Disciplined underwriting
and well-established risk management framework



Respected veteran management team
and board of directors



Competitive
products and technology



Committed to investing
in the communities we serve



Well positioned in attractive markets
in Texas and the Southeast



Attractive run-rate
core profitability and return profile



Intent on being a great place
to work

Vision, Mission and Values

OUR VISION

To be one of the top performing banks in the nation.

OUR MISSION

To deliver a better banking experience for every client.

OUR CORE VALUES

Do Right

Do right by others. Your customers, your colleagues and yourself.

Own It

Be as accountable for what works as what doesn't.

Embrace We

Nothing is more powerful than what comes from bringing together a diverse group of passionate professionals committed to their colleagues, customers and community.

Fresh Thinking Welcome Here

Achieving our vision depends on each of us challenging convention to find new and better ways to do the things that will separate us from our competition and best serve our clients. We must be willing to lead in order to create meaningful solutions for our clients.

First Quarter 2020 Highlights

Earnings

- Net loss of ($399.3) million or ($3.15) per share for the first quarter of 2020, with the loss due to a non-cash goodwill impairment charge of $412.9 million, net of tax, or ($3.26) per share.
- Adjusted net income(1) and adjusted earnings per share(1) were $12.5 million and $0.10, respectively.
- Adjusted pre-tax pre-provision net earnings(1) of $93.0 million or 2.11% of average assets compared to $94.9 million or 2.11% prior quarter.

Revenue

- Tangible book value per share of $15.65, increasing $1.00 or +6.8% QoQ and up $2.42 or 18.3% YoY.
- Strong capital base -- Tangible common equity ratio of 11.5%; CET1 of 11.4%; Tier 1 Leverage of 10.1%; Tier 1 Risk Based of 11.4%; Total Risk Based of 13.8%.

Balance Sheet

- Solid NIM of 3.80%. QoQ, NIM declined 9bp due solely to lower accretion; excluding accretion declines, all other NIM increased 2bp.
- Declining rate impact offset by lower deposit costs of 0.96%, dropping 18 bps QoQ, as well as positive impact of hedging and collar termination. Noninterest-bearing deposits increased to 27%.
- Terminated $4 billion notional collar in March 2020, locking in gain of $261.2 million, to amortize overestimated four years.

Efficiency

- Adj. noninterest expenses(1) $92.6 million, down $5.8 million or -5.9% from 4Q19.
- Adj. efficiency ratio(1) of 49.9%, improved from the linked quarter ratio of 50.9%

Credit Quality

- ACL increased to 1.83% of total loans compared to 0.92% at year-end 2019.
- CECL Day 1 impact was a 63.4% or $75.9 million increase to ACL to $195.5 million. ACL at March 31, 2020 further increased to $245.2 million.
- Net charge-offs of $32.5 million or 99 bps of average loans and provision expense of $83.4 million.
- Total NPAs of $175.3 million, up $49.8 million QoQ, $35.5 million due to added NPLs from CECL adoption.

[1]Considered a non-GAAP financial measure. See “Non-GAAP Measures and Ratio Reconciliation” in the appendix.
[2]Presented on a fully taxable equivalent (FTE) basis using a tax rate of 21.0%.

First Quarter 2020 Highlights, continued

$ in millions, except per share and unless otherwise indicated

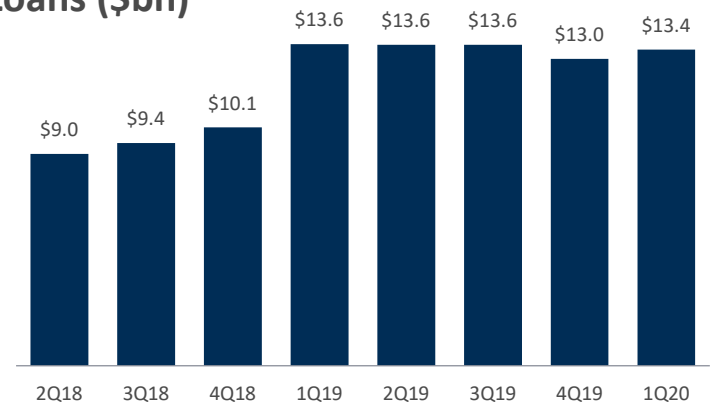
		1Q20	YoY Comparison[1]		QoQ Comparison[1]	
			$	%	$	%
Income Statement	Net interest income	$ 153.5	$ (15.8)	-9%	$ (7.4)	-5%
	Noninterest income	35.1	4.4	14%	1.2	3%
	Operating Revenue	188.5	(11.4)	-6%	(6.3)	-3%
	Noninterest expense excluding goodwill impairment	94.0	19.4	17%	6.5	6%
	Adjusted pre-tax, pre-provision net earnings[1]	93.0	(15.5)	-14%	(1.9)	-2%
	Non-cash goodwill impairment charge	443.7	(443.7)	NM	(443.7)	NM
	Provision for credit losses	83.4	(72.2)	-87%	(56.3)	-208%
	Net Income (loss)	(399.3)	(457.5)	-786%	(450.7)	-876%
	Earnings (Loss) per share	(3.15)	(3.59)	-816%	(3.55)	-888%
	Adjusted net income[2]	12.5	(63.0)	-83%	(39.5)	-76%
	Adjusted earnings per share[2]	0.10	(0.48)	-83%	(0.30)	-75%
Balance Sheet (PE)	Investment Securities	$ 2,461.6	$ 706.8	40%	$ 93.1	4%
	Allowance for credit losses	245.2	140.2	133%	125.6	105%
	Total loans, net of unearned income	13,392.2	(232.8)	-2%	408.5	3%
	Total assets	17,237.9	(215.0)	-1%	(562.3)	-3%
	Deposits	14,489.5	290.3	2%	(253.3)	-2%
	Tangible common equity[2]	1,970.8	266.6	16%	100.9	5%
	Tangible book value per share[2]	15.65	2.42	18%	1.00	7%
Select Ratios (%)	NPLs / Total Loans	1.19 %	(0.62) %	-109%	(0.27) %	-29%
	ACL / Total Loans	1.83	1.06	138%	0.91	99%
	Net charge-offs / Average Loans[3]	0.99	(0.97)	-98%	0.05	5%
	Adjusted efficiency ratio[2]	49.88	(4.15)	-9%	1.03	2%
	Net interest margin (FTE)[3]	3.80	(0.41)	-10%	(0.09)	-2%
	Tangible common equity to tangible assets[2]	11.53	1.42	14%	0.66	6%

[1] Favorable (Unfavorable) comparison versus prior period. YoY represents 3/31/20 vs. 3/31/19. QoQ represents 3/31/20 vs. 12/31/19.
[2] Considered a non-GAAP financial measure. See "Non-GAAP Measures and Ratio Reconciliation" in the appendix.
[3] Annualized for the three-month periods.

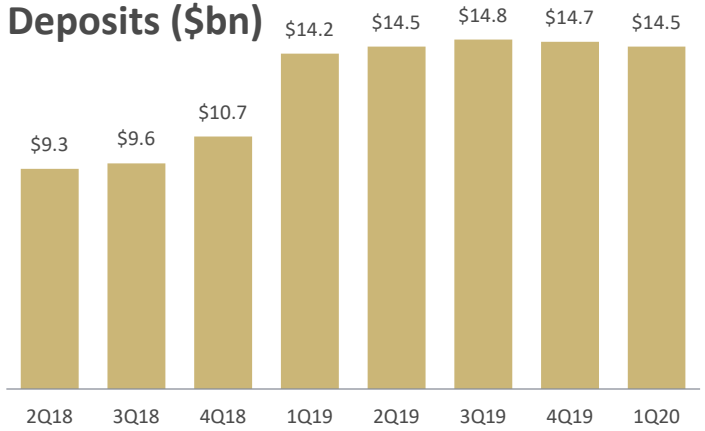
CADENCE BANK, N.A. MEMBER FDIC Equal Opportunity LENDER

Historical Financial Performance

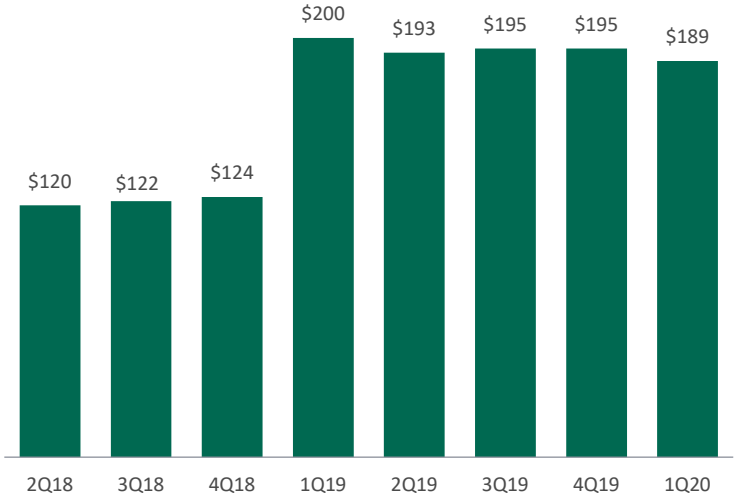
Loans ($bn)



Deposits ($bn)



Total Revenue ($mm)



Adj. Earnings Per Share



Investment Grade Ratings

S&P Global Ratings

	CADENCE BANK
LONG-TERM ISSUER CREDIT	BBB-

Kroll Bond Rating Agency

RATING	CADENCE BANCORPORATION	CADENCE BANK
SENIOR DEPOSIT	BBB	BBB+
SUBORDINATED DEBT	BBB-	BBB
SHORT-TERM DEBT	K3	K2

Bank Ratings Comparisons

RATING SOURCE

Bauer Financial Inc.

CADENCE RATING



RATING CODE

★★★★★	SUPERIOR
★★★★	EXCELLENT
★★★	ADEQUATE
★★	PROBLEMATIC
★	TROUBLED
ZERO	LOWEST RATING

BauerFinancial star ratings classify each institution based upon a complex formula factoring in current and historical data. The first level of evaluation is the capital level of the institution followed by other relevant data including, but not limited, to: profitability, historical trends, loan delinquencies, repossessed assets, reserves, regulatory compliance, proposed regulations and asset quality.

Based on December 31, 2019 financial data

RATING SOURCE

IDC Financial Publishing, Inc.
The Standard in Rating Financial Institutions

CADENCE RATING

300

RATING CODE

200-300	SUPERIOR
165-199	EXCELLENT
125-164	ADEQUATE
74-124	BELOW AVERAGE
2-74	LOWEST RATIOS
1	LOWEST RATING

IDC's Bank Financial Quarterly analyzes and ranks the quality of all commercial banks reporting to the FDIC and bank holding companies reporting to the Federal Reserve. IDC assessed each institution's strengths and weaknesses using proprietary "CAMEL" analysis.

Based on December 31, 2019 financial data

Learn more at
cadencebank.com

Cadence Bank: Executive Management

- Proven and experienced:
  - **Excellent corporate governance structure** with highly regarded Board of Directors
  - **Strong management team** with track record of rapid and successful integration



Paul Murphy
CEO, Cadence Bancorp, LLC, Chairman, Cadence Bank



Sam Tortorici
CEO, Cadence Bank



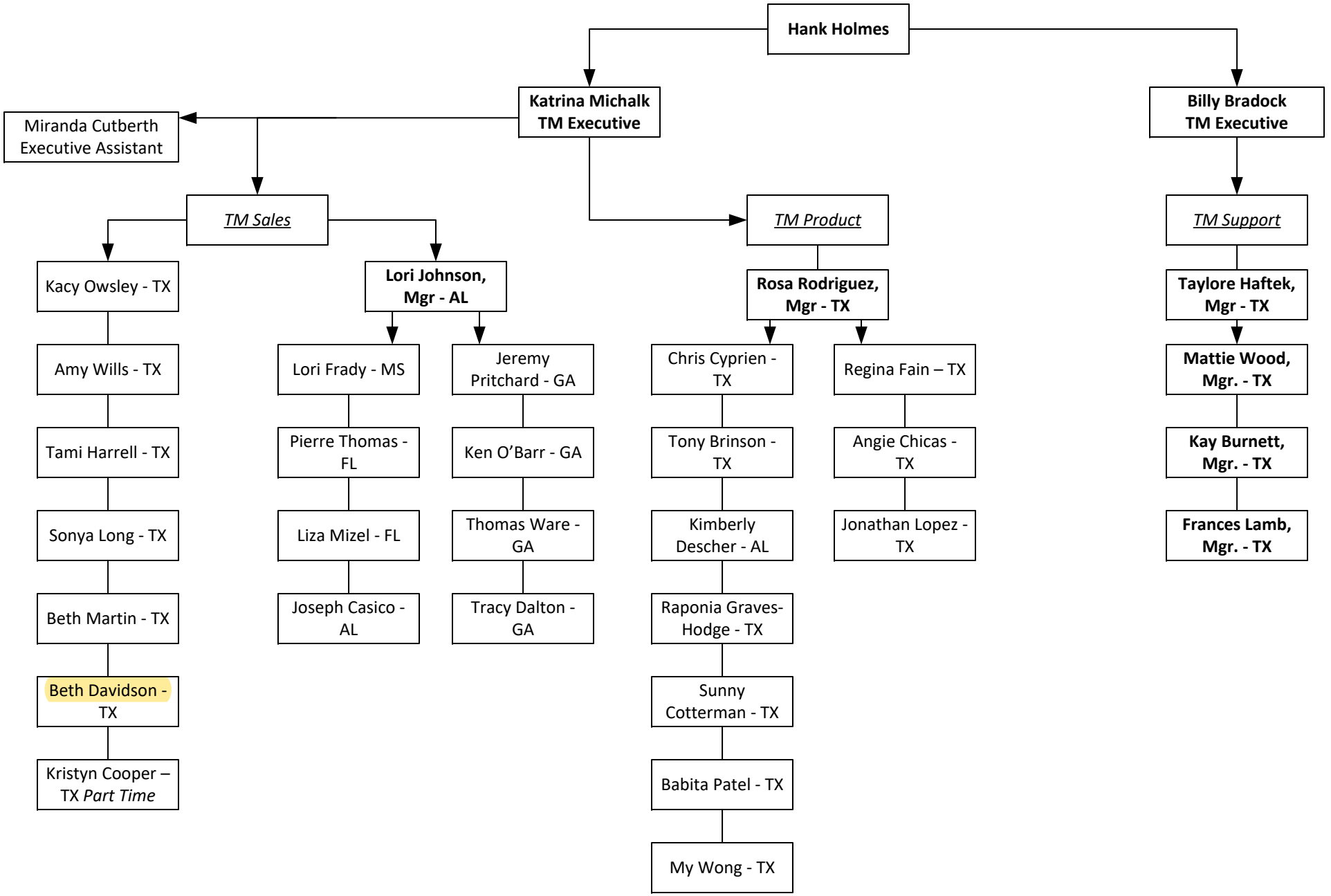
Valerie Toalson
EVP & CFO, Cadence Bank & Cadence Bancorp, LLC

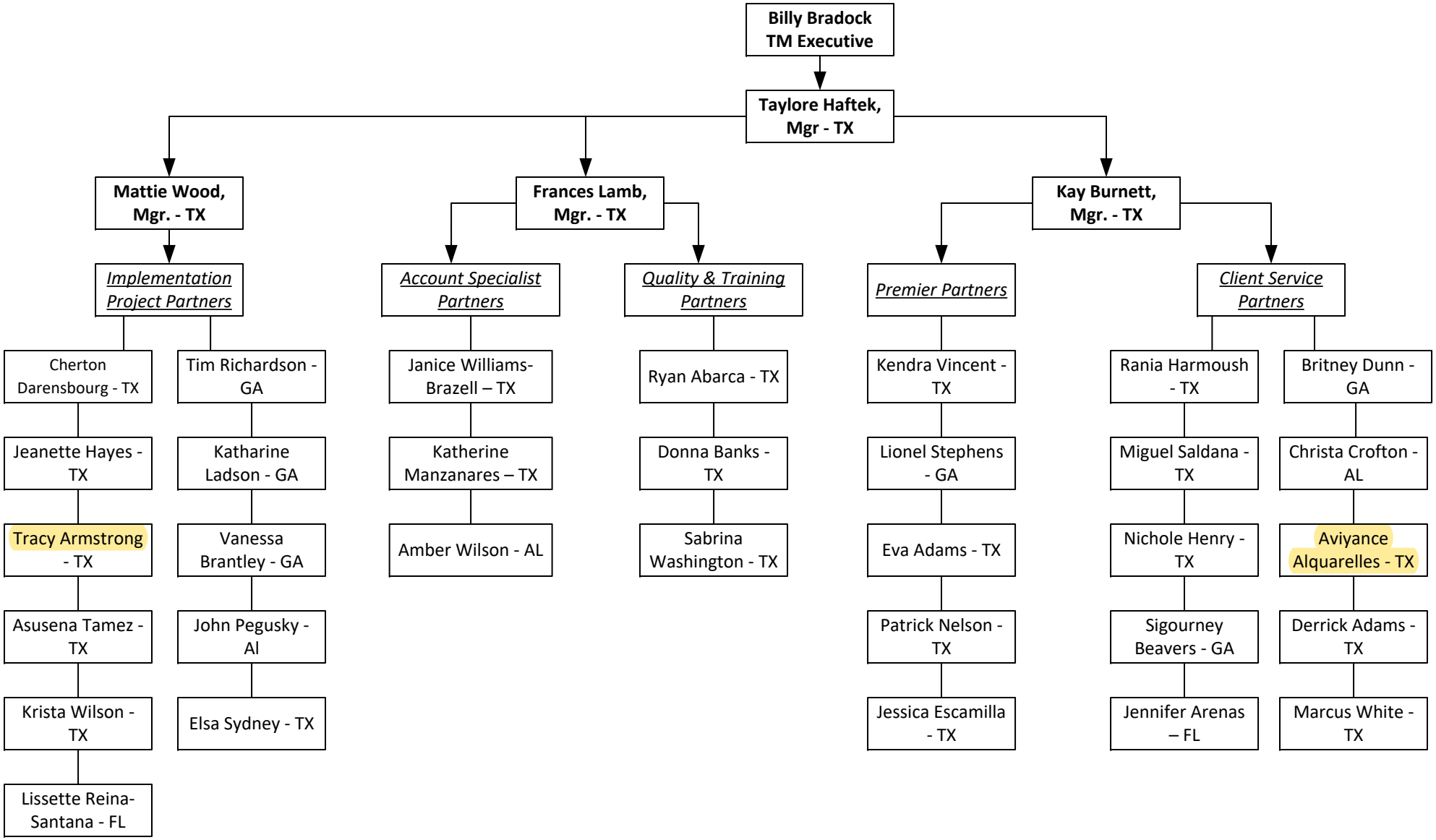


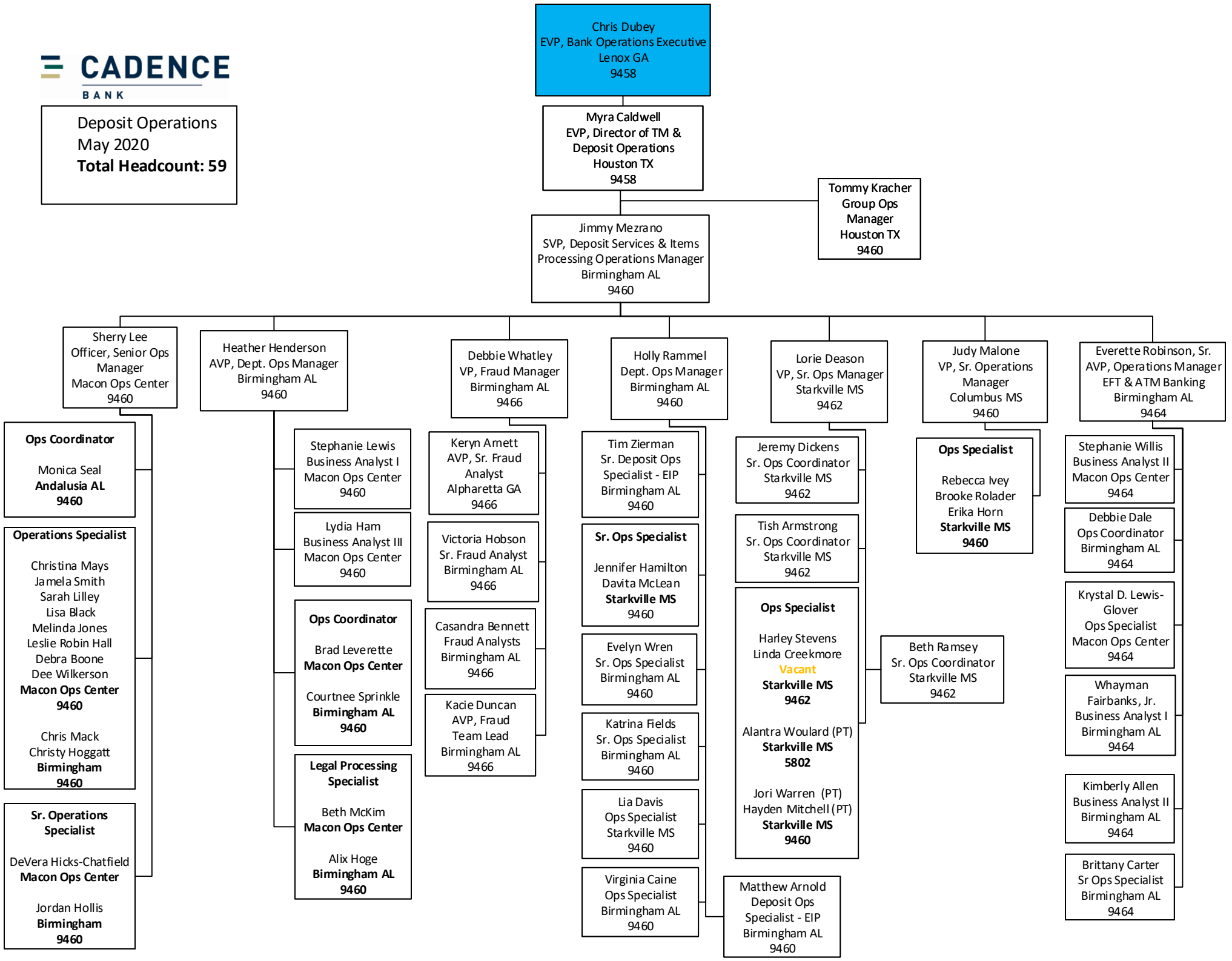
Hank Holmes
EVP, President, Cadence Bank



Katrina King
EVP, Treasury Management, Cadence Bank

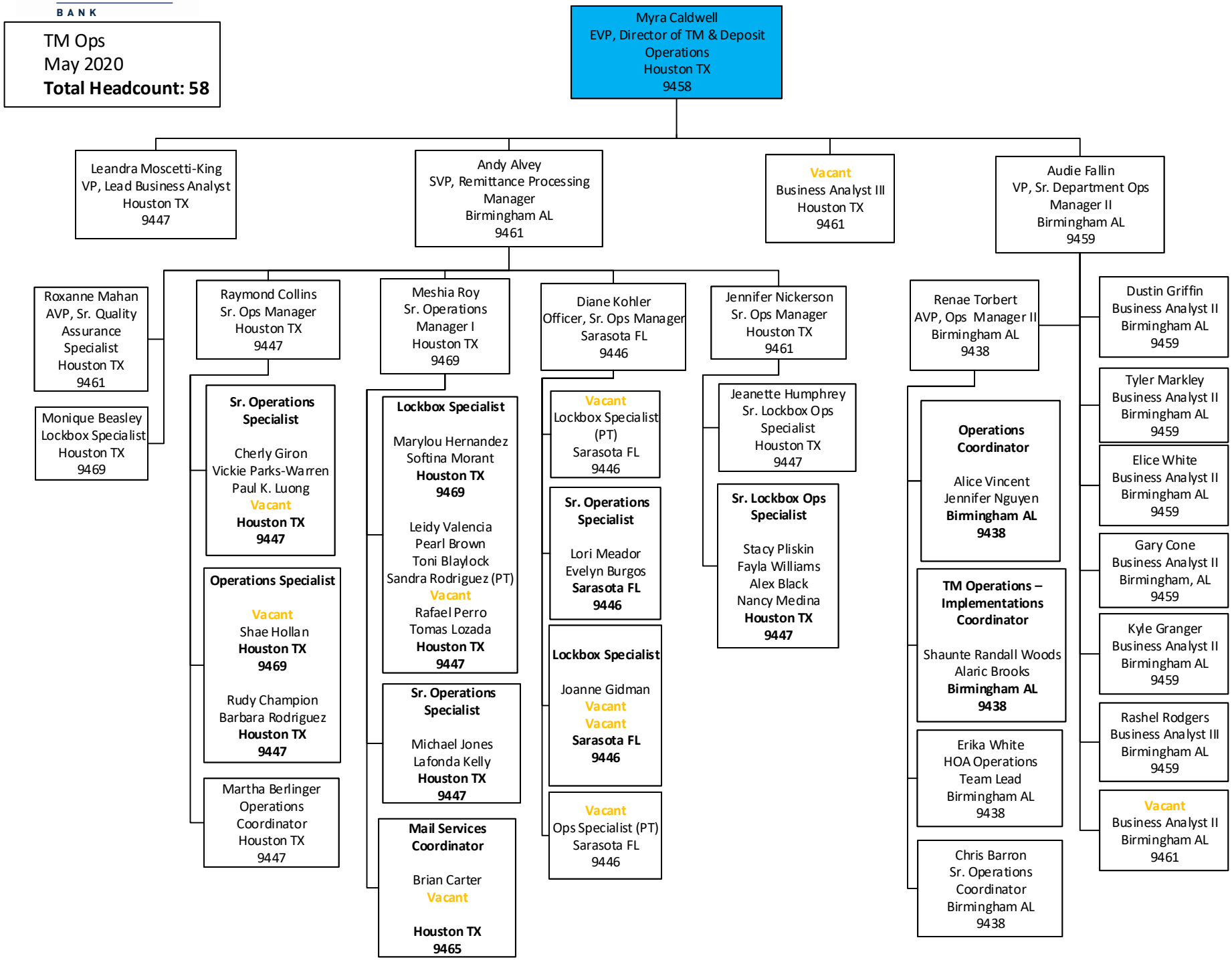

Hank Holmes
Katrina Michalk
TM Executive
Billy Bradock
TM Executive
Miranda Cutberth
Executive Assistant
TM Sales
TM Product
TM Support
Kacy Owsley - TX
Amy Wills - TX
Tami Harrell - TX
Sonya Long - TX
Beth Martin - TX
Beth Davidson - TX
Kristyn Cooper – TX Part Time
Lori Johnson, Mgr - AL
Lori Frady - MS
Pierre Thomas - FL
Liza Mizel - FL
Joseph Casico - AL
Jeremy Pritchard - GA
Ken O'Barr - GA
Thomas Ware - GA
Tracy Dalton - GA
Rosa Rodriguez, Mgr - TX
Chris Cyprien - TX
Tony Brinson - TX
Kimberly Descher - AL
Raponia Graves-Hodge - TX
Sunny Cotterman - TX
Babita Patel - TX
My Wong - TX
Regina Fain – TX
Angie Chicas - TX
Jonathan Lopez - TX
Taylore Haftek, Mgr - TX
Mattie Wood, Mgr. - TX
Kay Burnett, Mgr. - TX
Frances Lamb, Mgr. - TX


Billy Bradock
TM Executive
Taylore Haftek, Mgr - TX
Mattie Wood, Mgr. - TX
Frances Lamb, Mgr. - TX
Kay Burnett, Mgr. - TX
Implementation Project Partners
Account Specialist Partners
Quality & Training Partners
Premier Partners
Client Service Partners
Cherton Darensbourg - TX
Jeanette Hayes - TX
Tracy Armstrong - TX
Asusena Tamez - TX
Krista Wilson - TX
Lissette Reina-Santana - FL
Tim Richardson - GA
Katharine Ladson - GA
Vanessa Brantley - GA
John Pegusky - Al
Elsa Sydney - TX
Janice Williams-Brazell – TX
Katherine Manzanares – TX
Amber Wilson - AL
Ryan Abarca - TX
Donna Banks - TX
Sabrina Washington - TX
Kendra Vincent - TX
Lionel Stephens - GA
Eva Adams - TX
Patrick Nelson - TX
Jessica Escamilla - TX
Rania Harmoush - TX
Miguel Saldana - TX
Nichole Henry - TX
Sigourney Beavers - GA
Jennifer Arenas – FL
Britney Dunn - GA
Christa Crofton - AL
Aviyance Alquarelles - TX
Derrick Adams - TX
Marcus White - TX


CADENCE BANK
Deposit Operations
May 2020
Total Headcount: 59
Chris Dubey
EVP, Bank Operations Executive
Lenox GA
9458
Myra Caldwell
EVP, Director of TM & Deposit Operations
Houston TX
9458
Tommy Kracher
Group Ops Manager
Houston TX
9460
Jimmy Mezrano
SVP, Deposit Services & Items Processing Operations Manager
Birmingham AL
9460
Sherry Lee
Officer, Senior Ops Manager
Macon Ops Center
9460
Ops Coordinator
Monica Seal
Andalusia AL
9460
Operations Specialist
Christina Mays
Jamela Smith
Sarah Lilley
Lisa Black
Melinda Jones
Leslie Robin Hall
Debra Boone
Dee Wilkerson
Macon Ops Center
9460
Chris Mack
Christy Hoggatt
Birmingham
9460
Sr. Operations Specialist
DeVera Hicks-Chatfield
Macon Ops Center
Jordan Hollis
Birmingham
9460
Heather Henderson
AVP, Dept. Ops Manager
Birmingham AL
9460
Stephanie Lewis
Business Analyst I
Macon Ops Center
9460
Lydia Ham
Business Analyst III
Macon Ops Center
9460
Ops Coordinator
Brad Leverette
Macon Ops Center
Courtnee Sprinkle
Birmingham AL
9460
Legal Processing Specialist
Beth McKim
Macon Ops Center
Alix Hoge
Birmingham AL
9460
Debbie Whatley
VP, Fraud Manager
Birmingham AL
9466
Keryn Arnett
AVP, Sr. Fraud Analyst
Alpharetta GA
9466
Victoria Hobson
Sr. Fraud Analyst
Birmingham AL
9466
Casandra Bennett
Fraud Analysts
Birmingham AL
9466
Kacie Duncan
AVP, Fraud Team Lead
Birmingham AL
9466
Holly Rammel
Dept. Ops Manager
Birmingham AL
9460
Tim Zierman
Sr. Deposit Ops Specialist - EIP
Birmingham AL
9460
Sr. Ops Specialist
Jennifer Hamilton
Davita McLean
Starkville MS
9460
Evelyn Wren
Sr. Ops Specialist
Birmingham AL
9460
Katrina Fields
Sr. Ops Specialist
Birmingham AL
9460
Lia Davis
Ops Specialist
Starkville MS
9460
Virginia Caine
Ops Specialist
Birmingham AL
9460
Matthew Arnold
Deposit Ops Specialist - EIP
Birmingham AL
9460
Lorie Deason
VP, Sr. Ops Manager
Starkville MS
9462
Jeremy Dickens
Sr. Ops Coordinator
Starkville MS
9462
Tish Armstrong
Sr. Ops Coordinator
Starkville MS
9462
Ops Specialist
Harley Stevens
Linda Creekmore
Vacant
Starkville MS
9462
Alantra Woulard (PT)
Starkville MS
5802
Jori Warren (PT)
Hayden Mitchell (PT)
Starkville MS
9460
Beth Ramsey
Sr. Ops Coordinator
Starkville MS
9462
Judy Malone
VP, Sr. Operations Manager
Columbus MS
9460
Ops Specialist
Rebecca Ivey
Brooke Rolader
Erika Horn
Starkville MS
9460
Everette Robinson, Sr.
AVP, Operations Manager
EFT & ATM Banking
Birmingham AL
9464
Stephanie Willis
Business Analyst II
Macon Ops Center
9464
Debbie Dale
Ops Coordinator
Birmingham AL
9464
Krystal D. Lewis-Glover
Ops Specialist
Macon Ops Center
9464
Whayman Fairbanks, Jr.
Business Analyst I
Birmingham AL
9464
Kimberly Allen
Business Analyst II
Birmingham AL
9464
Brittany Carter
Sr Ops Specialist
Birmingham AL
9464

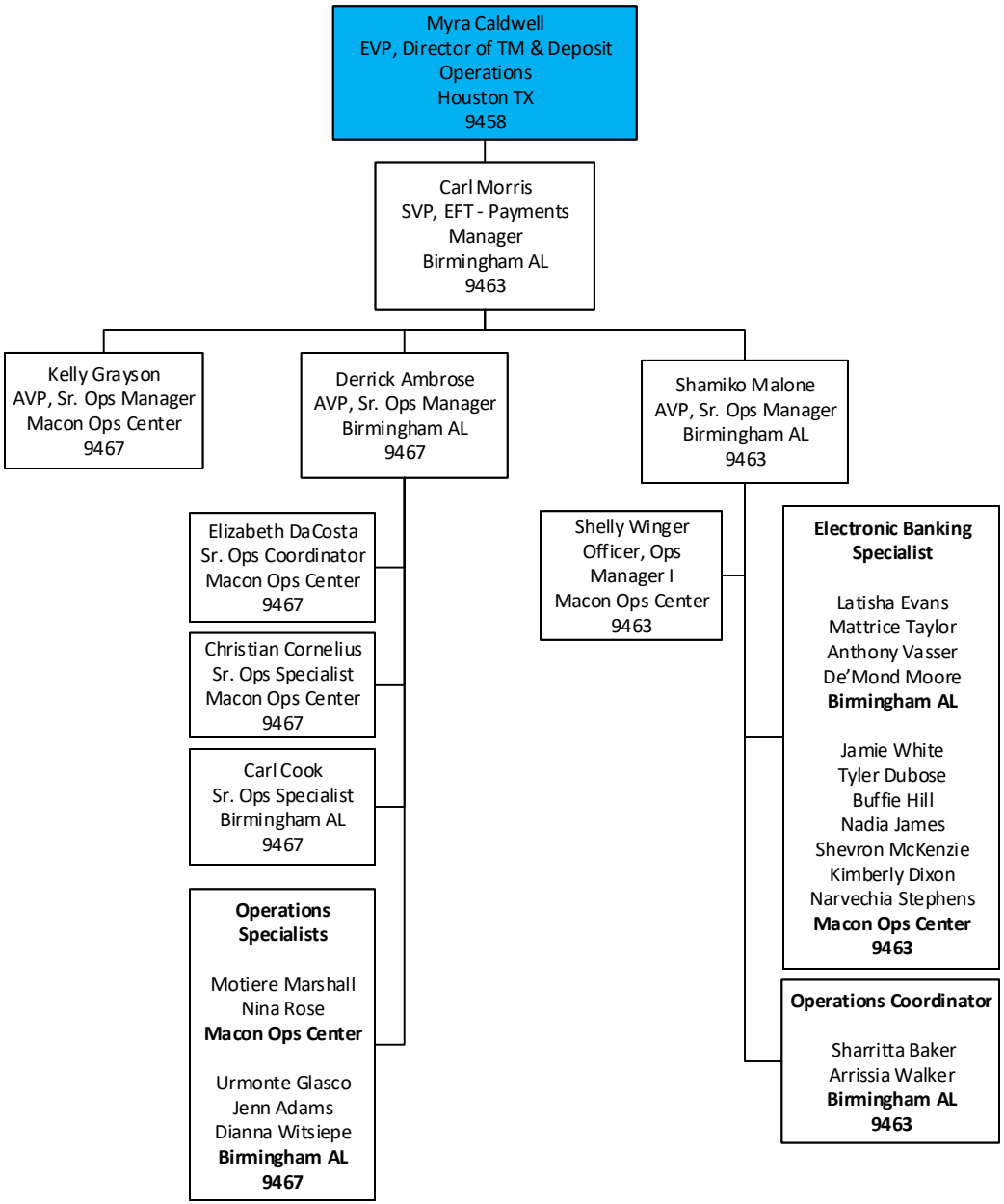
CADENCE BANK

TM Ops
May 2020
Total Headcount: 58



CADENCE BANK

Deposit/Treasury Ops
May 2020
Total Headcount: 26



The Cadence Difference – Relationship and Project Teams

By understanding what moves our customers and staying in lock step with them through all phases of their financial lives, Cadence Bank provides a unique and refreshing banking alternative. Our client servicing strategy is built around a central team-support model, where we focus on understanding all current processes of each County department, collaboratively discuss their goals with efficiency improvements and create a specific initiative to meet the County's needs in a timely manner. You can feel confident that your relationship management team is comprised of experienced bankers with excellent in-market track records.

Cadence Bank will provide a dedicated and committed Project Team to manage and run the initial implementation and onboarding of Fort Bend County's services, user entitlements, file requirements and testing. When a formal project timeline is created and approved by the Fort Bend County team, we will schedule a kickoff meeting for the project to establish expectations and objectives of responsible resources to meet the required Go Live Date (estimated October 2020). During the implementation phase, Product Managers and Operation Team Leads along with Cadence's Project Team Leaders for Fort Bend County will execute deliverables and report in our regularly scheduled standing project calls.

After the project is complete and all services are implemented with successful end to end tests; the Fort Bend County and Cadence team members will approve for production activity to be fully transitioned. At Cadence Bank, our success on large implementation projects comes from the expertise of our team members coupled with consistent communication to and from our client. Part of our open communication will come during our recommended Post-Implementation calls. This will allow for timely feedback from the Fort Bend County users; and our Cadence team can address questions, update necessary user entitlements and validate expectations have been met, as well as reviewing the dedicated Fort Bend County day to day communication channels for ongoing support of inquires and service needs.

Additionally, we highly recommend a post-peak tax Season debrief to address necessary updates for implemented services, review lessons-learned and evaluate any open phase-II solutions for implementation interest. **See Executive Summary** for additional recommendations.

The proposed Relationship Management and Project Team includes Corporate and Regional/Local contacts as well as operational, technical, and support members.

Beth Davidson
Fort Bend County Treasury Relationship Manager & Project Team Co-Leader
713.871.4087 • Cell 346.324.4784
beth.davidson@cadencebank.com

Katrina King-Michalk
Fort Bend County Executive Sponsor & Project Team Co-Leader
713.871.3916 • Cell 713.305.1910
katrina.king@cadencebank.com

Taylore Haftek
Fort Bend County Client Support Team Lead
713.871.3987 • Cell 832.808.7669
taylore.haftek@cadencebank.com

Key Personnel



Katrina King-
EVP, Treasury Management Executive

Office: 713-871-3916
Cell: 713-305-1910
katrina.king@cadencebank.com

Banking experience – 32 years



Beth Davidson
SVP, Treasury Management Sales

Office: 713-871-4087
Cell: 346-324-4784
beth.davidson@cadencebank.com

Banking experience – 20 years



Taylore Haftek
SVP, Treasury Management Client Support Manager

Office: 713-871-3987
Cell: 832-808-7669
taylore.haftek@cadencebank.com

Banking experience – 10 years



Tami Harrell
VP Treasury Management Officer

Office: 713-871-4131
Cell: 832-808-5014
tami.harrell@cadencebank.com

Banking experience - 20 years



Rosa Rodriguez
SVP, Treasury Management Product Group Manager

Office: 713-871-5450
Cell: 713-502-1488
rosa.rodriguez@cadencebank.com

Banking experience – 25 years



Myra Caldwell
EVP, Treasury Management & Deposit Operations Director

Office: 713-871-3918
Cell: 832-465-1127
myra.caldwell@cadencebank.com

Banking experience – 35 years

CADENCE BANK

2800 Post Oak Boulevard, Suite 3600
Houston, TX 77056

Key Personnel Biography



Katrina has worked throughout her 32 year career with middle market, public funds and large corporate clients in both treasury management and retail channels. In her current role, Katrina is charged with developing sales talent, sales training, business development, client support, product management and portfolio profitability for Cadence's six-state footprint.

She also has earned her CCM certification, Series 6, 63 Investment and Group 1 licenses. In 2008, US Banker magazine named Katrina among the "Top 25 Women to Watch" as part of their annual ranking of the Most Powerful Women in Banking. She is well known in the banking industry for her creative, customized and collaborative solutions.



Beth joined Cadence in 2019 and has over 15 years of Treasury Management experience starting her career in Treasury Operations and spending the past 10 years in Treasury Sales. As a Treasury Management Officer, Beth works with many client segments to ensure they are taking advantage of the unique technology and solutions Cadence has to offer. To accomplish this, she loves to sit down with her clients to listen and view their processes to understand how they currently manage their cash and treasury functions. From there, Beth works collaboratively with clients to develop the most efficient and optimal treasury management structure to fit their needs.



Tami Harrell join Cadence Bank in July 2003 and currently supports our Wealth Management Team. She started her career in Retail Banking with over 20 years of experience managing bank locations before joining Treasury. Tami has experience consulting with clients from small business owners, to some of our largest commercial clients. Tami's focus is to help companies maximize cash flow and protect their assets by bringing in efficiencies designed just for them.



Taylore serves as the Director of the Treasury Management overseeing the Treasury customer service channel. She is focused on creating a seamless and efficient onboarding experience for new and existing clients while ensuring that Cadence's customer support units are fully trained and equipped to handle all questions and requests in a timely manner; thereby providing full Cadence support for their business.

She began her career in 2005 at BBVA Compass and was promoted to service and compliance manager for BBVA's collection and recovery division before joining Cadence in 2013 as Vice President of Alternative Delivery. While in this position, she created an internal support unit to assist Cadence staff and also built an Interactive Teller department that allows tellers to virtually connect with customers for banking transactions.



Myra joined Cadence Bank in March 2011 and currently oversees the team tasked with providing critical operational support for the bank's commercial and business clients across its six-state footprint.Myra brings dual perspective to her current role in operations, having served on both the operations and product sides of the business during her 35-year career. Before taking on this role, she led Cadence's Treasury Management product development team, adding more than 30 new products and product enhancements between 2011 and 2013.

Myra served 17 years with Amegy Bank as a product development and strategy manager. She is a Certified Treasury Professional earned her Bank Operations Certification from the American Institute of Banking and later her Six Sigma Green Belt certification from Villanova University.



Rosa is a results-driven business professional with experience in managing strategic programs and major projects, increasing quality assurance and improving efficiencies and effectiveness. She currently manages multiple Treasury Management product managers supporting ACH Origination, Wire Origination, Automated Cash Concentration, Sweeps, Investments, Lockbox, Card Products, Payable Solutions and Fraud Protection.

Prior to joining the Cadence's Treasury team, she worked with J.P. Morgan Chase in various Treasury Services management roles including account and product setup management, sales and sales support application development tools, business production support, and corporate online portal product with an emphasis on Payments and FX product integration. She is known as a self-starter skilled in analyzing existing operational procedures and implementing strategies, processes and technologies to improve productivity, tighten controls and reduce risk.

REFERENCES

Reference #1

Organization Name: Harris County Tax Office

Contact Email: elizabeth.doss@tax.hctx.net

Contact Name: Elizabeth Doss, Assistant Chief Deputy – Operations

Contact Tel. No.: 713-274-8110

Address: 1001 Preston Street, Houston, TX 77002

Services Provided Retail and Wholesale lockbox, Remote Lockbox, Web Lockbox, eLockbox, Virtual Vault, ACH, Wires, Allegro! Information Reporting, Money Market Mutual Fund Sweep, Positive Pay, ACH Positive Pay, Remote Deposit Capture, ACH

Reference #2

Organization Name: Ontellus

Contact Email: todd.smith@ontellus.com

Contact Name: Todd Smith, EVP Customer Care

Contact Tel. No.: 713-358=3840

Address: 910 Louisiana St, Suite 4500, Houston, TX 77002

Services Provided Highly customized lockbox imaging solution. Competed against technology companies to provide imaging services – were chosen due to our ability to implement quickly, creative approach, and ability to customize

Reference #3

Organization Name: University of Alabama

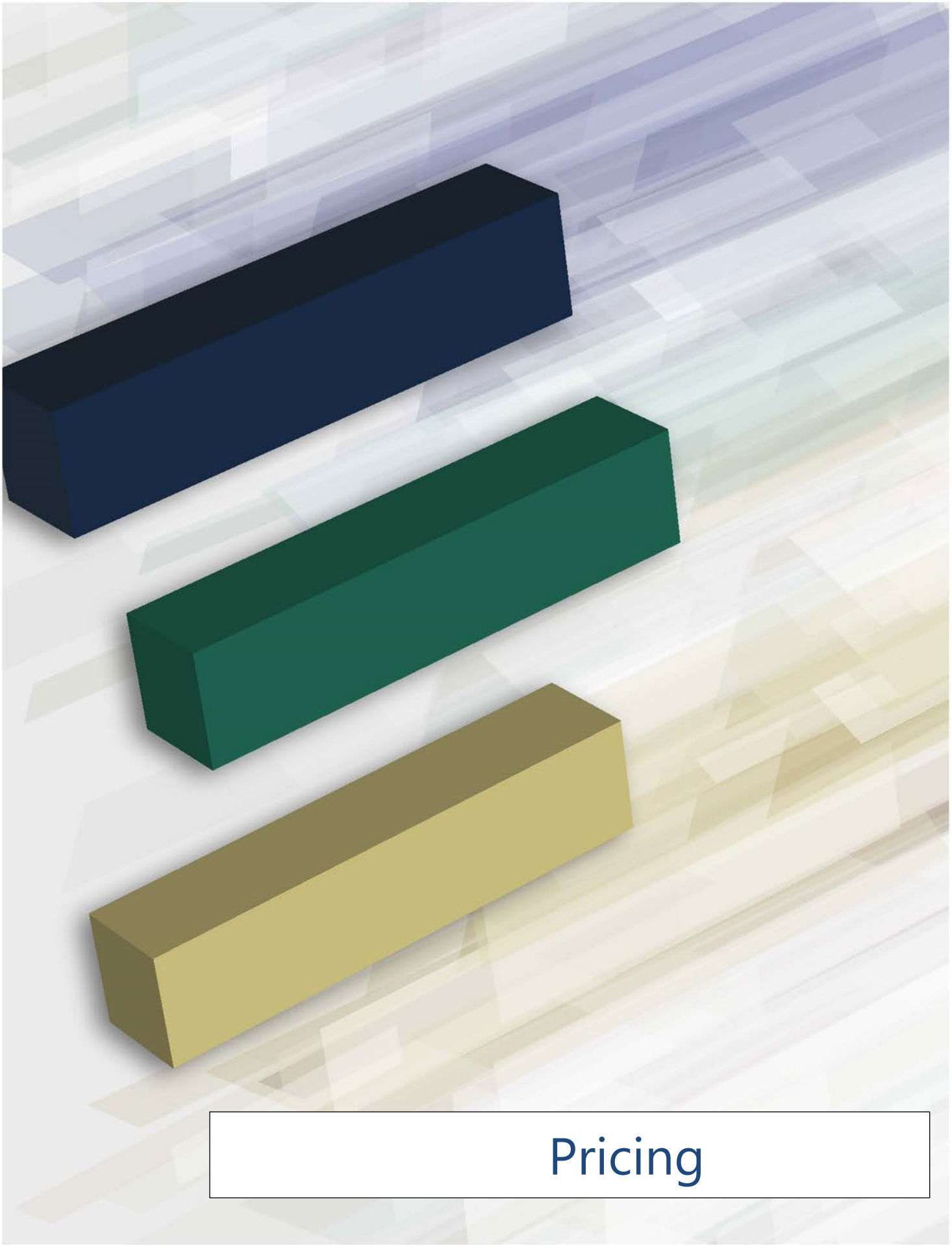
Contact Email: cbpoole@ua.edu

Contact Name: Charles Poole, Director, Financial Accounting and Reporting

Contact Tel. No.: 205-348-1644

Address: 333 Rose Administration Tuscaloosa, AL 35487

Services Provided Full Reconciliation, Positive Pay, ACH, Allegro! Information Reporting, BAI Direct Transmission, Controlled Disbursement, Prepaid Card, Wholesale Lockbox, Remote Lockbox, Wire, ZBA



Pricing

Fort Bend County

REQUIRED SERVICES	PROPOSED PRICE	TREASURER PROJECTED MONTHLY WORKLOAD	TAX OFFICE PROJECTED MONTHLY WORKLOAD	TOTAL MONTHLY WORKLOAD	ESTIMATED MONTHLY SERVICE CHARGE
DEPOSITORY SERVICES					
Account Maintenance	$ 5.00	125	98	223	625.00
Checks-Debits	$ 0.15	3,000	4,238	7,238	450.00
Credits	$ 0.25	811	923	1,734	202.75
On-Us Items Deposited	$ 0.06	1,309	860	2,169	78.54
Local City	$ 0.08			-	0.00
Transit Items	$ 0.08	17,523	6,381	23,904	1,401.84
Local Clearing House	$ 0.08			-	0.00
Local RCPC	$ 0.08			-	0.00
Other 11th Fed	$ 0.08			-	0.00
Encoding Charge	$ -			-	0.00
Reject Item	$ 0.50			-	0.00
Stop Payment Charge - manual	$ 20.00	17	24	41	340.00
NSF Charge	$ 36.00			-	0.00
Commercial Deposit Cash Processing - branch per $100	$ 0.18			-	0.00
Remote Deposit Capture					
Remote Deposit Capture maintenance fee	$ 10.00	8		8	80.00
Remote Deposit Capture-Credits	$ 0.25	11,525		11,525	2,881.25
Remote Deposit Capture-Review Items	$ 0.25			-	0.00
Remote Deposit Capture - On-Us	$ 0.06			-	0.00
Remote Deposit Capture - Local City	$ 0.08			-	0.00
Remote Deposit Capture - Transit	$ 0.08			-	0.00
Remote Deposit Capture - Local Clearing House	$ 0.08			-	0.00
Remote Deposit Capture - Local RCPC	$ 0.08			-	0.00
Remote Deposit Capture - Other 11th Fed	$ 0.08			-	0.00
Remote Deposit Capture - Deposit Correction	$ 10.00			-	0.00
Remote Deposit Capture-Set Up Fee (One Time)	$ -			-	0.00
Remote Deposit Capture PROGRAMMING (Per Hour)	$ 150.00			-	0.00

Fort Bend County

REQUIRED SERVICES	PROPOSED PRICE	TREASURER PROJECTED MONTHLY WORKLOAD	TAX OFFICE PROJECTED MONTHLY WORKLOAD	TOTAL MONTHLY WORKLOAD	ESTIMATED MONTHLY SERVICE CHARGE
ADDITIONAL ACCOUNT SERVICES					
Account Analysis Statement 822	$ 75.00			-	0.00
Special Signature Requirement	$ 25.00			-	0.00
Special Sig Requirement Items	$ 0.20			-	0.00
Research-Copy of Statement (Per Statement)	$ 7.00			-	0.00
Research (Per Hour)	$ 20.00			-	0.00
Research Copies (Per Page)	$ 2.50			-	0.00
Proof Deposit Corrections	$ 10.00			-	0.00
Minimum Balance Fee	$ -			-	0.00
Audit Confirmations	$ 10.00			-	0.00
Courier Charges	Pass-thru	19		19	#VALUE!
Overdraft Deposit Transfer	$ -			-	0.00
Manual Book Transfer	$ 5.00			-	0.00
Fed Pass Thru Charges	$ 0.11			-	0.00
ACCOUNT ANALYSIS					
AA - Third Party Pass Thru Fee	$ 50.00			-	0.00
AA - Invoiced Account Analysis	$ 100.00			-	0.00

Fort Bend County

REQUIRED SERVICES	PROPOSED PRICE	TREASURER PROJECTED MONTHLY WORKLOAD	TAX OFFICE PROJECTED MONTHLY WORKLOAD	TOTAL MONTHLY WORKLOAD	ESTIMATED MONTHLY SERVICE CHARGE
ACCOUNT RECONCILIATION (ARP) & POSITIVE PAY					
ARP - Partial Maintenance	$ 35.00			-	0.00
ARP - Partial Items	$ 0.05			-	0.00
ARP - Full Maintenance	$ 45.00			-	0.00
ARP - Full Items	$ 0.07			-	0.00
ARP - Full With Positive Pay-Checks Paid	$ 45.00			-	0.00
ARP - Deposit Service Maintenance	$ 0.06			-	0.00
ARP - Deposit Recon Items	$ 45.00		2	2	0.00
ARP - Data Transmission (In/Out)	$ 25.00			-	0.00
ARP - Outgoing Transmission Fee	$ 25.00			-	0.00
ARP - Manual Issues/Deletes	$ 0.10			-	0.00
ARP - Postage	$ 8.00			-	0.00
Positive Pay - Monthly Maintenance (Per Account)	$ 5.00	4	14	18	20.00
Positive Pay - Paid No Issue Exception	$ 4.00	-	30	30	0.00
Positive Pay - Paid Only Items	$ -	1,116	4,152	5,268	0.00
Positive Pay - ACH Paid Expections	$ 4.00	13	3	16	0.00
Positive Pay - ACH Returned Except	$ 4.00	1	1	2	0.00
Positive Pay - Issued Checks	$ 0.05	1,113	5,615	6,728	0.00
Positive Pay - Voided Checks	$ -	25	42	67	0.00
Positive Pay - Teller Presentment (Exceptions)	$ 10.00			-	0.00
Positive Pay - Transmission	$ 10.00			-	0.00
Positive Pay/ARP - File Reformatting	$ -			-	0.00
Positive Pay - Fax (Per Account)	$ -			-	0.00
Positive Pay Return (Paid No Return)	$ 4.00		3	3	0.00
ACH Filter	$ -		1	1	0.00
AR ACH Pos Pay Monthly	$ 5.00			-	0.00
AR ACH Pos Pay Exceptions	$ 4.00			-	0.00
AR ACH Pos Pay Set Up	$ -			-	0.00
AR ACH Pos Filter Add	$ -			-	0.00
AR ACH Pos Filter Update	$ -			-	0.00
AR Paid Check Positive Pay Alone Payee	$ -			-	0.00
AR Paid Check Positive Partial Payee	$ 0.05			-	0.00
AR Maintenance Positive Pay Full Payee Match	$ 5.00			-	0.00
AR Paid Check Positive Pay Full Payee Match	$ 0.05			-	0.00
AR ACH Positive Pay Return	$ 4.00			-	0.00

Fort Bend County

REQUIRED SERVICES	PROPOSED PRICE	TREASURER PROJECTED MONTHLY WORKLOAD	TAX OFFICE PROJECTED MONTHLY WORKLOAD	TOTAL MONTHLY WORKLOAD	ESTIMATED MONTHLY SERVICE CHARGE
ACH SERVICES					
ACH - Maintenance	$ 70.00				0.00
ACH - Batch Files	$ 10.00	37	78	115	0.00
ACH - Per Item Process	$ 0.05	8,200	9,805	18,005	0.00
ACH - Debits Originated	$ 0.05	111	196	307	0.00
ACH - Credits Originated	$ 0.05	513	1,142	1,655	0.00
ACH - Return Items or Reject (Debits and Credits)	$ 5.00	36		36	0.00
ACH - Return Notification	$ 5.00	12	10	22	0.00
ACH - Transmissions	$ 10.00			-	0.00
ACH - Transmissions Output	$ 10.00			-	0.00
ACH - Reversals	$ 15.00		3	3	0.00
ACH - Credits Received	$ 0.05			-	0.00
ACH - Debits Received	$ 0.05			-	0.00
ACH - Addenda	$ 0.01			-	0.00
ACH - Recleared Items	$ 5.00			-	0.00
ACH - Transmittal Acknowledgements	$ 1.00			-	0.00
ACH - Special Report (Monthly/Per Report)	$ 5.00			-	0.00
ACH - Bank Initiated	$ 50.00			-	0.00
ACH – Direct Send Set Up (One Time)	$ 150.00			-	0.00
ACH - Corporate NACHA Output File	$ 150.00			-	0.00
ACH - Research Request	$ 2.50			-	0.00
ACH - Exception File	$ 100.00			-	0.00

Fort Bend County

REQUIRED SERVICES	PROPOSED PRICE	TREASURER PROJECTED MONTHLY WORKLOAD	TAX OFFICE PROJECTED MONTHLY WORKLOAD	TOTAL MONTHLY WORKLOAD	ESTIMATED MONTHLY SERVICE CHARGE
BALANCE REPORTING SERVICES					
Previous Day Summary	$ -			-	0.00
Previous Day Detail	$ 5.00			-	0.00
Previous Day Transactions	$ 0.05			-	0.00
Current Day Summary	$ -			-	0.00
Current Day Summary (2-5)	$ 5.00			-	0.00
Current Day Summary (6-10)	$ 5.00			-	0.00
Current Day Summary (11+)	$ 5.00			-	0.00
Current Day Detail	$ 5.00			-	0.00
Intraday Transactions	$ 0.05			-	0.00
Online ACH Module Maintenance	$ 50.00			-	0.00
Online Wire Maintenance (Per Account)	$ 6.00			-	0.00
AC Book Transfer-Repetitive	$ 2.00			-	0.00
AC Book Transfer-Non-Repetitive	$ 2.00			-	0.00
Bank Administration Request Fee	$ -			-	0.00
Bank Reports	$ 5.00			-	0.00
Online Users Fee (Per User)	$ -			-	0.00
Internet Transfer Deposit	$ 2.00	747	567	1,314	0.00
Online Stop Payment	$ 20.00	10	2	12	0.00
Online Stop Payment Cancel	$ 5.00			-	0.00
Balance Reporting Set Up Fee (One Time)	$ -			-	0.00
Software Support/Training	$ -			-	0.00
Manual Balance Reporting	$ 250.00			-	0.00
Password Resets	$ 3.50			-	0.00
Replacement Tokens	$ 15.00			-	0.00
Qrecon - Monthly Maintenance	$ -			-	0.00
Qrecon - Per Items	$ -			-	0.00
BAI Maintenance	$ -			-	0.00
BAI Direct Transmission (Per Account)	$ 50.00			-	0.00
BAI Direct Transmission (Setup)	$ 100.00			-	0.00

Fort Bend County

REQUIRED SERVICES	PROPOSED PRICE	TREASURER PROJECTED MONTHLY WORKLOAD	TAX OFFICE PROJECTED MONTHLY WORKLOAD	TOTAL MONTHLY WORKLOAD	ESTIMATED MONTHLY SERVICE CHARGE
COLLECTIONS					
Collection - Incoming Item	$ 20.00			-	0.00
Collection - Outgoing Item	$ 20.00			-	0.00
Collection - Return	$ 8.50			-	0.00
Collection - Wire Outgoing	$ 15.00			-	0.00
Collections-Web Del Manual Key	$ -			-	0.00
Collections-Web Delivery Maintenance	$ -			-	0.00
CONTROLLED DISBURSEMENT SERVICES					
Cont Disbursement - Monthly Maintenance	$ 150.00			-	0.00
Cont Disbursement - Items	$ 0.22			-	0.00
ELECTRONIC DATA INTERCHANGE					
ACH EDI Corporate Advice	$ 4.00			-	0.00
ACH EDI EOB Report Page	$ 4.00			-	0.00
EDI Monthly Fees	$ 50.00			-	0.00
EDI Origination Items	$ 0.06			-	0.00
EDI Programming	$ 250.00			-	0.00
EDI Value Added Network	$ 250.00			-	0.00
EDI Service Setup Fee	$ 50.00			-	0.00
EDI File Receiving	$ 2.50			-	0.00

Fort Bend County

REQUIRED SERVICES	PROPOSED PRICE	TREASURER PROJECTED MONTHLY WORKLOAD	TAX OFFICE PROJECTED MONTHLY WORKLOAD	TOTAL MONTHLY WORKLOAD	ESTIMATED MONTHLY SERVICE CHARGE
Online Payment System					
Online Payment System - Website Hosting Setup	$ 1,200.00			-	0.00
Online Payment System- Monthly Website Hosting	$ 400.00			-	0.00
Online Payment System - Content Editor Setup	$ -			-	0.00
Online Payment System - Domain Name Registration	$ -			-	0.00
Online Payment System- Global Certificate	$ -			-	0.00
Online Payment System - Web Trend Reporting	$ -			-	0.00
Online Payment System- Standard Online Payment Setup	$ 300.00			-	0.00
Online Payment System- Standard Online Payment Monthly Maintenance	$ 40.00			-	0.00
Online Payment System - Software Based Payment Setup	$ 300.00			-	0.00
Online Payment System- Software Based Payment Monthly Maintenance	$ 40.00			-	0.00
Online Payment System Credit Card Transaction	$ 0.40			-	0.00
Online Payment System eCheck Transaction	$ 0.40			-	0.00
Online Payment System- Translation per Word	$ -			-	0.00
Online Payment System - File Transmission (Monthly)	$ 40.00			-	0.00
Online Payment System- Programming (Per Hour)	$ 150.00			-	0.00
Online Payment System- Online Shopping Cart Setup	$ 300.00			-	0.00
Online Payment System- Online Shopping Cart Maintenance	$ 40.00			-	0.00
IMAGING SERVICES					
Image - Exception Statement	$ 3.50			-	0.00
Image - Statement w/Checks	$ 2.50			-	0.00
Image - CD-ROM	N/A			-	#VALUE!
Image - CD-ROM Credit	N/A			-	#VALUE!
Image - CD-ROM Debit	N/A			-	#VALUE!
Image - Online Statements	$ -			-	0.00

Fort Bend County

REQUIRED SERVICES	PROPOSED PRICE	TREASURER PROJECTED MONTHLY WORKLOAD	TAX OFFICE PROJECTED MONTHLY WORKLOAD	TOTAL MONTHLY WORKLOAD	ESTIMATED MONTHLY SERVICE CHARGE
INVESTMENT SERVICES					
Safekeeping - Federal Home Land Bank Fees	0.04%			-	0.00
Safekeeping - Deposit/Withdrawal	N/A			-	#VALUE!
Safekeeping - Maintenance - Book Entry	N/A			-	#VALUE!
Safekeeping - Maintenance - FRB (Federal Reserve Bank)	N/A			-	#VALUE!
Safekeeping - Maintenance - Physical	N/A			-	#VALUE!
Safekeeping - Interest Collection	N/A			-	#VALUE!
Safekeeping - Pledge/Release	N/A			-	#VALUE!
Securities - Receive/Deliver Book Entry	N/A			-	#VALUE!
Securities - Receive/Deliver FRB	N/A			-	#VALUE!
Securities - Receive/Deliver Physical	N/A			-	#VALUE!
Custody Acct Fee - Clearance	N/A			-	#VALUE!
Custody - Acct Fee	N/A			-	#VALUE!
INVESTMENT SWEEPS					
Investment - Money Fund Sweep	$ 50.00			-	0.00

Fort Bend County

REQUIRED SERVICES	PROPOSED PRICE	TREASURER PROJECTED MONTHLY WORKLOAD	TAX OFFICE PROJECTED MONTHLY WORKLOAD	TOTAL MONTHLY WORKLOAD	ESTIMATED MONTHLY SERVICE CHARGE
LOCKBOX SERVICES - WHOLESALE					
Lockbox Wholesale - Monthly Maintenance	$ 100.00			-	0.00
Lockbox Wholesale - Items	$ 0.35			-	0.00
Lockbox - Item Encoding Charge	$ -			-	0.00
Lockbox - Invoice Capture Keystrokes	$ 0.01			-	0.00
Lockbox - Remitter Keystrokes	$ 0.01			-	0.00
Lockbox - Exception Notification	$ 3.50			-	0.00
Lockbox - Exception Items	$ 0.20			-	0.00
Lockbox - Data Transmission	$ 100.00			-	0.00
Lockbox - Courier Prep	$ 25.00			-	0.00
Lockbox - Postage	$ 0.30			-	0.00
Lockbox - No Check Mail	$ 0.30			-	0.00
Lockbox - Special Reassociation	$ 0.20			-	0.00
Lockbox - Additional Copies	$ 0.10			-	0.00
Lockbox - Credit Card Processing	$ 1.00			-	0.00
Lockbox - Deposits - Cash (Per Envelope)	$ 0.75			-	0.00
Lockbox - Postage Due & Address Change	Pass-thru			-	#VALUE!
Lockbox Budget - Monthly Maintenance	$ 100.00			-	0.00
Lockbox Budget - Items	$ 0.35			-	0.00
Lockbox -Walk-In Deposit	$ 7.50			-	0.00
Lockbox - Blended	$ 0.35			-	0.00
Lockbox - Per Deposit	$ 0.25			-	0.00
Lockbox - Special Sort (1)	$ 10.00			-	0.00
Lockbox - Special Sort (2-3)	$ 10.00			-	0.00
Lockbox - Special Sort (4 - 5)	$ 10.00			-	0.00
Lockbox - Programming (Per Hour)	$ 150.00			-	0.00
Lockbox - Inactive Sort (Monthly)	$ 5.00			-	0.00
Lockbox - Mail Forwarding (Up To 30 Days)	$ -			-	0.00
Lockbox - Mail Forwarding (Up To 90 Days)	$ 100.00			-	0.00
Lockbox - Image Re-association (Check)	$ 0.20			-	0.00

Fort Bend County

REQUIRED SERVICES	PROPOSED PRICE	TREASURER PROJECTED MONTHLY WORKLOAD	TAX OFFICE PROJECTED MONTHLY WORKLOAD	TOTAL MONTHLY WORKLOAD	ESTIMATED MONTHLY SERVICE CHARGE
LOCKBOX SERVICES - IMAGING & WEB DELIVERY					
Lockbox Web Delivery - Monthly Maintenance	$ 100.00			-	0.00
Lockbox - Image Maintenance	$ 100.00			-	0.00
Lockbox - Image Transmission	$ 100.00			-	0.00
Lockbox - Image Items	$ 0.07	14,141		14,141	989.87
Lockbox - Image CD-ROM	$ 5.00			-	0.00
LOCKBOX SERVICES - RETAIL					
Lockbox Retail - Monthly Maintenance -	$ 250.00				0.00
Lockbox Retail - Items	$ 0.12	11,540		11,540	1,384.80
Lockbox - Item Encoding Charge	$ -			-	0.00
Lockbox - Exception Notification	$ 3.50			-	0.00
Lockbox - Exception Items	$ 0.20	62		62	12.40
Lockbox - Data Transmission	$ 100.00	19		19	1,900.00
Lockbox - Courier Prep	$ 25.00			-	0.00
Lockbox - Postage	$ 0.30			-	0.00
Lockbox - No Check Mail	$ 0.30			-	0.00
Lockbox Retail- Stop File (Weekly/Monthly)	$ 50.00			-	0.00
Lockbox Retail - Stop File (Daily)	$ 125.00			-	0.00
Lockbox Retail - Stop File Rejects	$ 0.25			-	0.00
Lockbox Retail - Coupon Rej >5%	$ 1.00			-	0.00
Lockbox - Credit Card Processing	$ 1.00			-	0.00
Lockbox - Deposits - Cash (Per Envelope)	$ 0.75			-	0.00
Lockbox - Postage Due/Address Change	Pass-thru			-	#VALUE!
Lockbox Retail - Check Without Coupon	$ 0.35			-	0.00
Lockbox - Image CD-ROM Check	$ -			-	0.00
Lockbox - Image CD-ROM Remittance	$ -			-	0.00
Lockbox Budget - Monthly Maintenance	$ 100.00			-	0.00
Lockbox Budget - Items	$ 0.35			-	0.00
Lockbox - Blended	$ 0.35			-	0.00
Lockbox - Per Deposit	$ 0.25			-	0.00

Fort Bend County

REQUIRED SERVICES	PROPOSED PRICE	TREASURER PROJECTED MONTHLY WORKLOAD	TAX OFFICE PROJECTED MONTHLY WORKLOAD	TOTAL MONTHLY WORKLOAD	ESTIMATED MONTHLY SERVICE CHARGE
LOCKBOX SERVICES - RETAIL (cont'd)					
Lockbox - Private Label Per Deposit	N/A			-	#VALUE!
Lockbox - Rejects	$ 0.25			-	0.00
Lockbox - Special Sort (1)	$ 10.00			-	0.00
Lockbox - Special Sort (2-3)	$ 10.00			-	0.00
Lockbox - Special Sort (4 - 5)	$ 10.00			-	0.00
Lockbox - Programming (per hour)	$ 150.00			-	0.00
Lockbox -Receivable Matching File (Weekly/Monthly)	$ 50.00			-	0.00
Lockbox - Receivable Matching File (Daily)	$ 150.00			-	0.00
Lockbox - Inactive Sort (Monthly)	$ 5.00			-	0.00
E-Lockbox - Setup Fee	$ 150.00			-	0.00
E-Lockbox - Maintenance	$ 50.00			-	0.00
E-Lockbox - Items	$ 0.15			-	0.00
Lockbox - Mail Forwarding (Up To 30 Days)	$ -			-	0.00
Lockbox - Mail Forwarding (Up To 90 Days)	$ 100.00			-	0.00
Lockbox - Image Re-association (Check)	$ 0.20			-	0.00
Lockbox - Return Envelope (Per Envelope)	$ 0.50			-	0.00

Fort Bend County

REQUIRED SERVICES	PROPOSED PRICE	TREASURER PROJECTED MONTHLY WORKLOAD	TAX OFFICE PROJECTED MONTHLY WORKLOAD	TOTAL MONTHLY WORKLOAD	ESTIMATED MONTHLY SERVICE CHARGE
OUTSOURCED DISBURSEMENT SERVICES					
OSD - New Service Setup - Check or ACH Per File Type - one time fee	$ 2,000.00			-	0.00
OSD - New Service Setup - Check and ACH (Integrated Payables) - one time fee	$ 3,500.00			-	0.00
OSD - New Service Setup - Add Check or ACH to Existing Service - one time fee	$ 600.00			-	0.00
OSD - New Service Setup - Online Document Presentment	$ 2,000.00			-	0.00
OSD - Additional Account Set-Up (To Existing File Type)	$ 200.00			-	0.00
OSD - Signature Change Fee	$ 200.00			-	0.00
OSD - Logo Change Fee	$ 200.00			-	0.00
OSD - Monthly Service Maintenance Fee	$ 500.00			-	0.00
OSD - Monthly Maintenance Fee - Online Doc. Presentment Branded Website	$ 500.00			-	0.00
OSD - Monthly Maintenance Fee - Check to ACH Conversion (P-Net)	$ 500.00			-	0.00
OSD - Custom Programming - Integrating Non-Standard Data Files (Per Hour)	$ 300.00			-	0.00
OSD - Customer Programming - Other (Website, etc) (Per Hour)				-	0.00
OSD - Pulls (Per Item)	$ 4.75			-	0.00
OSD - Pulls (Per Occurrence)	$ 60.00			-	0.00
OSD - ACH File Translation (1 - 5,000) (Each)	$ 0.47			-	0.00
OSD - ACH File Translation (1 - 5,0001 - 10,000) (Each)	$ 0.47			-	0.00
OSD - ACH File Translation (10,001 - 30,000) (Each)	$ 0.42			-	0.00
OSD - ACH File Translation (30,001+)	$ 0.42			-	0.00
OSD - ACH Addenda Record per line				-	0.00
OSD - Online Documented Presentment - Per Page	$ 0.12			-	0.00
OSD - Online Documented Presentment - Payee Registration/Activation (one time)				-	0.00
OSD - ACH to Check Conversion - Per Payment Converted	$ 0.47			-	0.00
OSD - ACH to Check Conversion - Custom Campaign (Quote)	3500			-	0.00
OSD - Express Handling Fee (Per Item)	$ 3.50			-	0.00
OSD - Manual 9 x 15 Envelope Stuffing (Each)	$ 3.50			-	0.00
OSD - Minimum File Charge (1-3)	$ -			-	0.00
OSD - Minimum File Charge (4+)	$ 25.00			-	0.00

Fort Bend County

REQUIRED SERVICES	PROPOSED PRICE	TREASURER PROJECTED MONTHLY WORKLOAD	TAX OFFICE PROJECTED MONTHLY WORKLOAD	TOTAL MONTHLY WORKLOAD	ESTIMATED MONTHLY SERVICE CHARGE
OUTSOURCED DISBURSEMENT SERVICES (cont'd)					
OSD - Rush Processing (Per Item)	$ 60.00			-	0.00
OSD - Postage	Pass-thru			-	#VALUE!
OSD - Pre-sort Fee (Per Item)	$ 0.02			-	0.00
OSD - Positive Pay File (Per Item)	$ 0.05			-	0.00
OSD - Additional Document Retention (Per Page Per 12 Months)	$ 0.03			-	0.00
PAYROLL CARD					
PRC - Set Up Fee (One Time)	$ 500.00			-	0.00
PRC - Card Database Maintenance (Per Card)	$ -			-	0.00
PRC-Delivery Postage	$ -			-	0.00
PRC-Rush Delivery (Per Card)	$ 15.00			-	0.00
PRC-Generic V/MC Card Production (Per Card)	$ 3.00			-	0.00
PRC-Custom V/MC Card Production ($6/Per Card; Minimum Order 400 Cards)	$ 3.00			-	0.00
PRC-Additional Inserts (Per Insert)	$ 3.00			-	0.00
PRC-Pull and Expedite (Per Pull)	$ 15.00			-	0.00
PRC-Pull and Destroy (Per Pull)	$ 15.00			-	0.00
PRC-Pull and Re-Address (Per Pull)	$ 15.00			-	0.00
PRC-Paper Report Request (Per Pull)	$ 15.00			-	0.00
PRC-Program Set-Up Standard	$ 500.00			-	0.00
PRC-Custom Programming (Per Hour)	$ 1,000.00			-	0.00
PRC-Digitized Logo (One Time)	$ 500.00			-	0.00
RETAIL BRANCH SERVICES					
Retail Services - Safe Deposit Box	Pass-thru			-	#VALUE!
RETURN ITEMS					
Return Item - Redeposits	N/A			-	#VALUE!
Return Item - Chargebacks	$ 6.00	47	9	56	0.00
Return Item - Reclear	$ 10.00			-	0.00
Return Item - Image Maintenance (Web) per account	$ 25.00			-	0.00
Return Item - Image Item (Web)	$ 0.50			-	0.00
Return Item - Data Field Keyed	$ 0.10			-	0.00
Return Item - File Transmission	$ 25.00			-	0.00

Fort Bend County

REQUIRED SERVICES	PROPOSED PRICE	TREASURER PROJECTED MONTHLY WORKLOAD	TAX OFFICE PROJECTED MONTHLY WORKLOAD	TOTAL MONTHLY WORKLOAD	ESTIMATED MONTHLY SERVICE CHARGE
VAULT SERVICES					
Vault Svcs-Deposit (Per Deposit)	$ 2.00			-	0.00
Vault Svcs-Cash Deposit Processing (Per $100)	$ 0.18			-	0.00
Vault Svcs-Deposit Correction	$ 10.00			-	0.00
Vault Svcs-Rolled Coin-Full Box	$ 0.65			-	0.00
Vault Svcs-Rolled Coin-Partial	$ 0.65			-	0.00
Vault Svcs-Bag of Loose Coin	$ 6.25			-	0.00
Vault Svcs-Strap-Wrapper Supply	$ 5.25			-	0.00
Vault Svcs-Locked Zipper Bag	$ 22.00			-	0.00
Vault Svcs-Non Std Chg Order	$ 8.00			-	0.00
Vault Coin Deposit Fed Ready Bag	$ 1.00			-	0.00
Vault Cash Processing Envelope Deposit	$ 1.00			-	0.00
Vault Svcs-Deposit Verification	$ 1.75			-	0.00
Vault Svcs-Non Std Deposit Bag	$ 2.00	-	916	916	0.00
Vault Svcs-Plastic Bag (19x28) (Per Box)	$ 145.00			-	0.00
Vault Svcs-Plastic Bag (22x33) (Per Box)	$ 48.00			-	0.00
Vault Svcs-Plastic Bag (15x20) (Per Box)	$ 66.00			-	0.00
Vault Svcs-Plastic Bag (20x20) (Per Box)	$ 70.00			-	0.00
Vault Svcs-Chg Order Same Day Delivery	$ 40.00			-	0.00
Vault Svcs-Chg Order Late (After 10 AM)	$ 25.00			-	0.00
Vault Svcs-Daily Fax Notification	N/A			-	#VALUE!
Vault Svcs-Standing Change Order	$ 11.50			-	0.00
Vault Svcs-Faxed Change Order	$ 11.50			-	0.00
Vault Svcs-Standing Order Alt	$ 11.50			-	0.00
Vault Svcs-Bag With Rolled Coin	$ 5.00			-	0.00
Vault Svcs-Research (Per Hour)	$ 20.00			-	0.00
Vault Envelope Adjustment	$ 10.00			-	0.00
Vault Svcs - Change Order Currency (Per $1000)	$ 1.75			-	0.00
Vault Svcs -Change Order	$ 11.50			-	0.00
Vault - Phone Notification (Disc < $100)	$ 3.50			-	0.00
Vault Monthly Maintenance Fee (Per State)	$250.00			-	0.00

Fort Bend County

REQUIRED SERVICES	PROPOSED PRICE	TREASURER PROJECTED MONTHLY WORKLOAD	TAX OFFICE PROJECTED MONTHLY WORKLOAD	TOTAL MONTHLY WORKLOAD	ESTIMATED MONTHLY SERVICE CHARGE
WIRE TRANSFERS					
Wire - Monthly Maintenance (Per Account)	$ 6.00			-	0.00
Wire - Incoming	$ 7.00	25	27	52	0.00
Wire - Outgoing	$ 8.00		2	2	0.00
Wire - Account Transfer	$ 2.00			-	0.00
Wire - Account Transfer Phone	$ 5.00			-	0.00
Wire - Outgoing PC Initiated	$ 8.00		5	5	0.00
Wire - Standing Outgoing Transfer	$ 20.00			-	0.00
Wire - Batch Wires Set Up Fee	$ -			-	0.00
Wire - Batch Book Transfer	$ 2.00			-	0.00
Wire - Batch Outgoing Fed Wire	$ 8.00			-	0.00
Wire - Batch Outgoing International	$ 10.00			-	0.00
Wire - Branch Initiated (Without Pin)	$ 50.00			-	0.00
Wire - E-Mail Advice	$ 1.50			-	0.00
Wire - Fax Advice	$ 1.50			-	0.00
Wire - Phone Advice	$ 1.50			-	0.00
ZERO BALANCE ACCOUNT SERVICES					
ZBA - Master Account Monthly Maintenance	$ 30.00			-	0.00
ZBA - Subsidiary Account Monthly Maintenance	$ 18.00			-	0.00
UNCOLLECTED FUNDS FEE	Prime + 3%			-	#VALUE!

Fort Bend County

REQUIRED SERVICES	PROPOSED PRICE	TREASURER PROJECTED MONTHLY WORKLOAD	TAX OFFICE PROJECTED MONTHLY WORKLOAD	TOTAL MONTHLY WORKLOAD	ESTIMATED MONTHLY SERVICE CHARGE
MERCHANT SERVICES					
Per Item	$ -			-	0.00
Access (pre-paid cards)	Industry pass through cost			-	#VALUE!
Internet Discount	Require $ volume to quote processing fee			-	#VALUE!
Internet Per Item	$ -			-	0.00
Address Verification (IVR)Discount fee	$0 markup, intercharge or card brand will be passed			-	#VALUE!
Address Verification (IVR)Transaction fee	$0 markup, intercharge or card brand will be passed			-	#VALUE!
Other Vendor Fees:	Most services are included in monthly SRM fee exc			-	#VALUE!
Debit Cards: Transaction Fees	Same as credit cards under cost plus model			-	#VALUE!
PIN Debits	PIN Debit is available and will process under the sa			-	#VALUE!
No PIN Debits	Can turn off PIN debit as requested			-	#VALUE!
Transactions fees	$0.09 per authorization			-	#VALUE!
Cancellation	Negotiable depending on the processing rate			-	#VALUE!
Chargeback/Return	$25 per occurance			-	#VALUE!
Equipment Lease/Purchase: Terminal/Printer Unit(s)				-	0.00
Lease	We do not lease equipment, but will do a monthly re			-	#VALUE!
Purchase	All equipment can be purchased at cost with $0 mar			-	#VALUE!
Credit Card Swiping Computer Keyboard: Card Readers	Recommend EMV capable solution			-	#VALUE!
Mobile Cradles	Moible card reader solution for cell phone			-	#VALUE!
Wireless Terminal/Printer Unit(s)	Different types of wireless terminals that use WIFI c			-	#VALUE!
Wireless Capable Terminal/Printer Unit(s)	Different types of wireless terminals that use WIFI c			-	#VALUE!
Supplies	Terminal paper costs vay depending on number of r			-	#VALUE!
Shipping Expenses for Supplies	$12.50 per case of terminal paper			-	#VALUE!
Handling Expenses for Supplies	$ -			-	0.00
Monthly Statement Fee	Included with monthly SRM fee			-	#VALUE!
Annual Fee	$ -			-	0.00
On-line Reporting Access Fee	Included with monthly SRM fee			-	#VALUE!
Breach Insurance Fee: per MID	Included with monthly SRM fee			-	#VALUE!
PCI Compliance Fee: per Group	Included with monthly SRM fee			-	#VALUE!
PCI Compliance Fee: per MID in Group	Included with monthly SRM fee			-	#VALUE!
Next Day Funding Fee: per MID	$ -			-	0.00
Retrieval Fee:	Included in per occurance chargeback fee			-	#VALUE!
URL Software Set up Fee	$0 for merchant owned website integrations. More			-	#VALUE!
URL Monthly Fee	$0 for merchant owned website integrations. More			-	#VALUE!

Fort Bend County

REQUIRED SERVICES	PROPOSED PRICE	TREASURER PROJECTED MONTHLY WORKLOAD	TAX OFFICE PROJECTED MONTHLY WORKLOAD	TOTAL MONTHLY WORKLOAD	ESTIMATED MONTHLY SERVICE CHARGE
CHECKS AND DEPOSIT TICKET				-	0.00
1 pt deposit, loose 3.4 x 7" Static MICR 1/0				-	0.00
100,000 and greater	$ 14,519.60			-	0.00
80,000 - 99,999	$ 12,341.66			-	0.00
5,000 - 9,999	$ 725.98			-	0.00
2,000 - 4,999	$ 362.99			-	0.00
1,000 - 1,999	$ 168.99			-	0.00
1 - 999				-	0.00
2 pt deposit, booked in 50's 3.4 x 8.75" Static MICR 1/0				-	0.00
50,000 and greater	$ 7,832.79			-	0.00
40,000 - 49,999	$ 6,340.83			-	0.00
30,000 - 39,999	$4,848.87			-	0.00
20,000 - 29,999	$ 3,356.91			-	0.00
10,000 - 19,999	$ 1,864.95			-	0.00
5,000 - 9,999	$ 745.98			-	0.00
1 - 4,999	$ 372.99			-	0.00
3 pt deposit, snap-out 3.4 x 8.375" Static - MICR 1/0				-	0.00
50,000 and greater	$ 12,536.79			-	0.00
20,000 - 49,999	$ 10,148.83			-	0.00
10,000 - 19,999	$ 2,983.30			-	0.00
5,000 - 9,999	$ 1,193.98			-	0.00
1 - 4,999	$ 596.99			-	0.00
4-Part Deposit Tickets				-	0.00
Per 1,000	$ 402.99			-	0.00
Deposit Slips	N/A			-	#VALUE!
Custom Laser Checks - various standard colors 8.5 x 11" check bottom				-	0.00
100,000 and greater	$ 26,199.60			-	0.00
50,000 - 99,999	$ 13,099.80			-	0.00
30,000 - 49,999	$ 7,859.88			-	0.00
10,000 - 29,999	$ 2,619.96			-	0.00
5,000 - 9,999	$ 1,309.98			-	0.00
2,500 - 4,999	$ 654.99			-	0.00
1 - 2,499	$327.99			-	0.00

Fort Bend County

REQUIRED SERVICES	PROPOSED PRICE	TREASURER PROJECTED MONTHLY WORKLOAD	TAX OFFICE PROJECTED MONTHLY WORKLOAD	TOTAL MONTHLY WORKLOAD	ESTIMATED MONTHLY SERVICE CHARGE
Custom Laser Checks - various standard colors 8.5 x 11" 3 to a page				-	0.00
100,000 and greater	$ 30,248.90			-	0.00
50,000 - 99,999	$ 14,849.46			-	0.00
30,000 - 49,999	$ 8,799.68			-	0.00
10,000 - 29,999	$ 3,024.89			-	0.00
5,000 - 9,999	$1,649.94			-	0.00
2,500 - 4,999	$ 549.98			-	0.00
1 - 2,499	$ 274.99			-	0.00
Custom Laser Checks - various standard colors MICR encoded, black overprints, standard consecutive numbering 8.5 x 11" check bottom				-	0.00
100,000 and greater	$ 61,679.60			-	0.00
50,000 - 99,999	$ 30,839.80			-	0.00
30,000 - 49,999	$18,503.88			-	0.00
10,000 - 29,999	$ 6,167.96			-	0.00
5,000 - 9,999	$ 3,083.98			-	0.00
2,500 - 4,999	$1,541.99			-	0.00
1 - 2,499	$ 705.99			-	0.00
Single Desk End Stub Checks - Per 300	$ 95.99			-	0.00
Per 150				-	0.00
With 7 ring Register Binder - Per Binder	$ 53.99			-	0.00

ESTIMATED TOTAL MONTHLY SERVICE CHARGES #VALUE!

Do you charge per ID number and per account? Yes X No _____

THE EARNINGS CREDIT RATE WILL BE BASED ON: 1.00% (float at 0.50% above Cadence standard)

PLEASE PROVIDE OPTIONS AND PRICING FOR ANY/ALL ADDITIONAL SERVICES THAT MAY BE AVAILABLE NOW OR IN THE FUTURE THAT FORT BEND COUNTY MAY DECIDE TO UTILIZE.

Vendor Name: Cadence Bank
Representative Name: Beth Davidson
Representative Title: Senior Vice President

Signature: _____

Cadence Bank Pricing Notes for Exhibit E

Depository Services

Line 17 – Commercial Deposit Cash Processing – Cadence charges per $1000 per branch deposit verification

Remote Deposit Capture

Line 20 – Remote Deposit Capture – Credits – applies to the number of deposits (batches) and not the individual number of RDC checks. Individual checks clear as RDC on-us/transit items. There are multiple checks in a deposit batch, therefore, greatly reducing the number of RDC credits.

Additional Account Services

Line 41 – Courier charges – Cadence will work with Fort Bend County to pass Armored Car fees through Account Analysis.

Line 44 – Fed Pass Thru – Deposit Assessment of 0.11%

Interest paid is a pass thru line item on the Account Analysis – County will also earn this interest on interest-bearing deposits. On your account analysis statement you will enjoy the difference in the ECR and the interest rate as the interest paid is a line item.

ACH Services

Line 103 – ACH Corporate NACHA Output File – EDI Output File that the County has outlined in the specifications document

Investment Services – Safekeeping, Securities and Custody

Cadences does not charge any per transaction fees, but rather a Market Value Account Charge (Base Fee) on the combined value of all custody accounts and sub-accounts. For an estimated portfolio of $750,000,000 we will charge the County 0.035%; if the volume varies greatly, this charge can be between 0.035% and 0.15%.

Lockbox Services – Retail

Line 242 – Lockbox – Data Transmission – Monthly fee. Candence does not charge this transmission fee on a daily basis.

Line 254 – Lockbox Image CD-ROM Check – no charge if item scanned for Web Lockbox

Line 255 – Lockbox Image CD-ROM Remittance – no charge if item scanned for Web Lockbox

Outsourced Disbursement

Additional line items that could apply are captured in the Comprehensive Fee Schedule

Vault Services

Line 341 – Vault Services – Cash Deposit Processing – Cadence charges $1.75 per $1,000 verified (divided by 10 to reach the price per $100)

Line 343 – Rolled Coin Full Box – price is per roll

Line 344 – Rolled Coin Partial – price is per roll

Line 351 – Vault Services Deposit Verification – per $1,000 verified

Line 363 – Vault Services Bag with Rolled Coin – Price is per box

Merchant Services

Line 392 – Cadence will provide more complete pricing with Merchant Processing Volumes

Checks and Deposit Tickets

Lines 426 – 477 – Included Deluxe Check and Deposit Ticket pricing based on the categories in Exhibit E. Cadence would like to understand the County's needs in more detail to provide an exact quote. Additionally, we are offering the County $3,000 a year for the life of the contract to offset these fees.

Charge Per ID and Per Account

Line 481 – Charge per ID number and Account – Cadence charges a monthly maintenance per account for many services, but we do not charge by user ID.

Recommended Services Pricing

Additional Lockbox Recommended Solution Pricing is included in the Comprehensive Fee Schedule:

- eLockbox
- Matching File – includes match file items
- Remote Lockbox – Captured on Comprehensive Fee Schedule
- Corrective Workstation – Captured on Comprehensive Fee Schedule

Forfeiture Solution for Accounts and Reporting

Escrow Account Services Apply:

ESCROW ACCOUNT SERVICES	
Monthly Maintenance	125.00
Setup of Account (One-Time Fee Per Title Sub Account)	20.00
Allegro Recon	250.00
Data Transmission (Per Transmission - In/Out)	25.00

Deluxe Check and Deposit Ticket Pricing

1 Pt Deposit, Loose	
100,000	$14,519.60
85,000	$12,341.66
10,000	$1,451.96
5000	$725.98
2500	$362.99
1000	$168.99

2 Pt Deposit, Booked in 50s	
50,400	$7,832.79
40,800	$6,340.83
31,200	$4,848.87
21,600	$3,356.91
12,000	$1,864.95
4,800	$745.98
2400	$372.99

3 Pt Deposit, Snap Out	
50,400	$12,536.79
40,800	$10,148.83
31,200	$7,760.87
21,600	$5,372.91
12,000	$2,983.30
4,800	$1,193.98
2400	$596.99

4 Pt Deposit Tickets	
Per 1200	$402.99

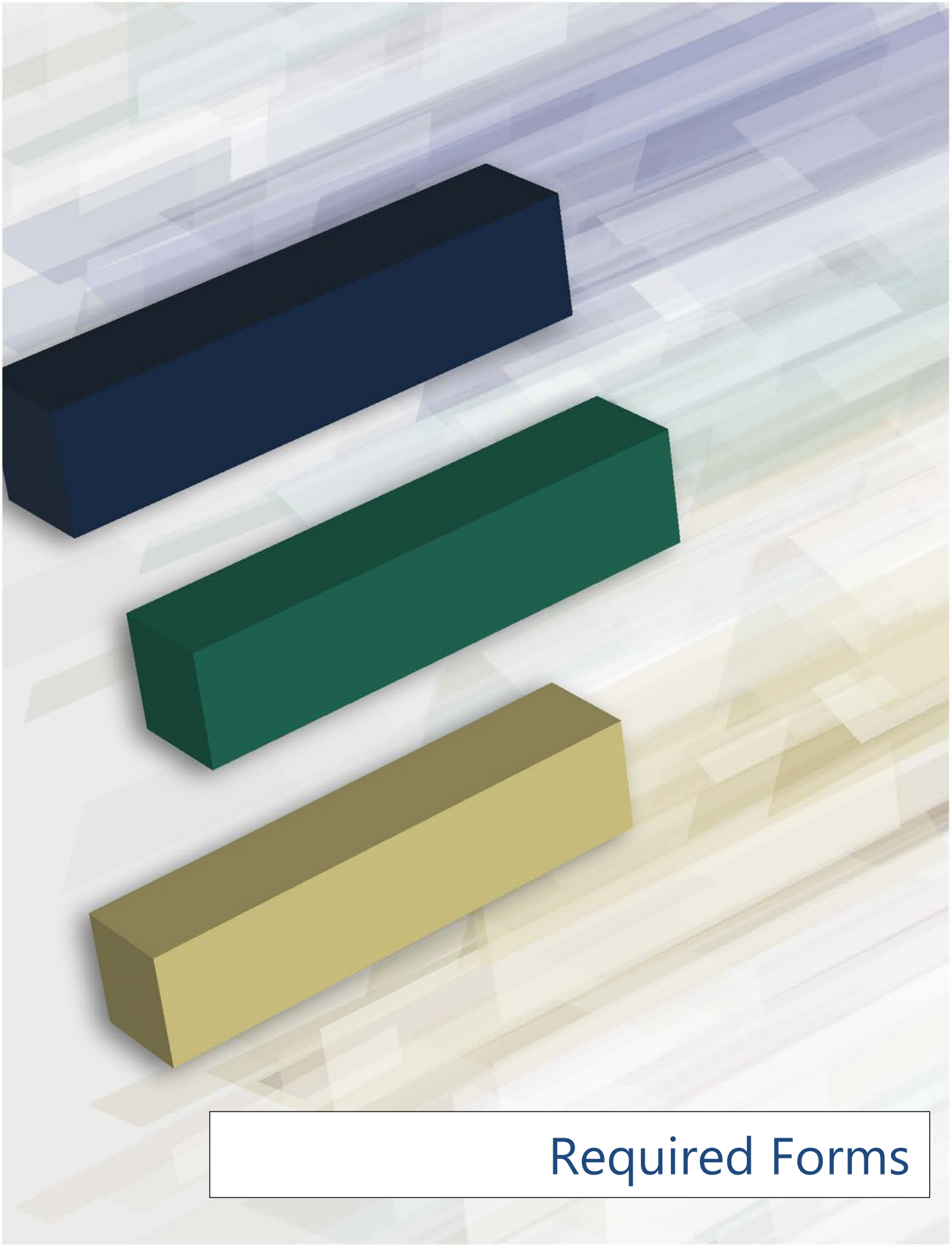
With 7 Ring Register Binder	
Per Binder	$53.99

Custom Laser Checks – Check Bottom	
100,000	$26,199.60
50,000	$13,099.80
30,000	$7,859.88
10,000	$2,619.96
5000	$1309.98
2500	$654.99
1000	$327.99

Custom Laser Checks – 3 to a page	
99,000	$30,248.90
48,600	$14,849.46
28,800	$8,799.68
9,900	$3,024.89
5400	$1,649.94
1800	$549.98
900	$274.99

Custom Laser Checks – MICR encoded	
100,000	$61,679.60
50,000	$30,839.80
30,000	$18,503.88
10,000	$6,167.96
5000	$3,083.98
2500	$1,541.99
1000	$705.99

Single Desk End Stub Check	
Per 250	$95.99



Required Forms

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.

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

CADENCE BANK, N.A.

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

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

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

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

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

☐ Other (see instructions) ▶

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

Exempt payee code (if any) 11

Exemption from FATCA reporting code (if any) _____

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

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

2100 3RD AVENUE NORTH, SUITE 1100

Requester's name and address (optional)

6 City, state, and ZIP code

BIRMINGHAM, AL 35203

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			–			–				

or

Employer identification number

6	4	–	0	1	5	6	6	9	5

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here | **Signature of U.S. person** ▶ [signature] **Date** ▶ 1/16/2020

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

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

Job No.: 20-074

TAX FORM/DEBT/ RESIDENCE CERTIFICATION
(for Advertised Projects)

Taxpayer Identification Number (T.I.N.): 47-1329858

Company Name submitting Bid/Proposal: Cadence Bancorporation

Mailing Address: 2800 Post Oak Blvd, Suite 3800, Houston, TX 77056

Are you registered to do business in the State of Texas? (Yes) No

If you are an individual, list the names and addresses of any partnership of which you are a general partner or any assumed name(s) under which you operate your business

Not applicable

I. **Property:** List all taxable property in Fort Bend County owned by you or above partnerships as well as any d/b/a names. Include real and personal property as well as mineral interest accounts. (Use a second sheet of paper if necessary.)

Fort Bend County Tax Acct. No.*	Property address or location**
P310820	4647 Sweetwater Blvd #A, Sugarland, TX 77479

** This is the property account identification number assigned by the Fort Bend County Appraisal District.*

*** For real property, specify the property address or legal description. For business personal property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored at a warehouse or other location.*

II. **Fort Bend County Debt** - Do you owe any debts to Fort Bend County (taxes on properties listed in I above, tickets, fines, tolls, court judgments, etc.)?

Yes (No) If yes, attach a separate page explaining the debt.

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

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

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

I certify that Cadence Bancorporation [Company Name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

I certify that _____ [Company Name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is _____ [City and State].

MUTUAL FUND INSTRUCTIONS AND QUESTIONNAIRE

Responding Bank Name:
Cadence Bank

INTEREST ON MUTAL FUND SWEEP ACCOUNTS

The Count reserves the right to invest its money in money market mutual funds pursuant to Tex. Gov't Code Ann. Chapter 2256 (Vernon 1994), also known as the Public Funds Investment Act. Upon request of, and to the extent requested by, the County, the Bank, for and on behalf of the County, will transfer daily ledger balances from the accounts specified by the County to a Money Market Mutual Fund approved by the County.

The Depository Bank, for and behalf of the County, will receive the interest and all other money due and payable to the County by said money market mutual fund and will deposit said interest (less the administrative fee as hereinafter provided) in the County's accounts at the Bank as directed from time to time by the County. The Depository Bank will make provisions for the County to receive daily statements showing the previous business day's debits and credits to the money market mutual fund accounts and showing the previous business day's interest rate paid to the County on the money market mutual fund accounts. The Depository Bank will also provide the previous business day's interest rate paid on such accounts to the County at 8:00 o'clock a.m. each business day. The Bank will receive an administrative fee from the County for transmitting the County's money to the said money market mutual funds, receiving interest and other money from the said money market mutual fund and providing all other services in connection with, or related to, the Depository Bank's handling of the money the County invests in the said money market mutual fund. The said administrative fee shall be no more than $50.00 Sweep Fee

Basis Points on the following proposed money market funds:

- Fidelity Treasury / Government Institutional Funds – Fidelity Government Fund rate is 0.08% as of 6/19/20
- Dreyfus Treasury / Government Institutional Funds – Dreyfus Treasury Cash Management Fund rate is 0.08% as of 6/19/20, Dreyfus Government Cash Management Fund rate is 0.10% as of 6/19/20
- Invesco Treasury / Government Institutional Funds – Cadence Bank does not currently offer Invesco Funds

*Interest is credited to the account on the first business day of the following month

The administrative fee will be the amount that the money invested by the County in the money market mutual fund would produce if invested, at the rate specified above, as an interest rate calculated on a 365-day (year) simple interest basis. The amount of the administrative fee shall be calculated at such times as the County receives interest income from the money market mutual funds. At such times, the Depository Bank shall have the right to deduct the amount of the administrative fee from the interest income from the money market mutual fund and shall be obligated to deposit the balance of the interest income in the County's account or accounts as directed, from time to time, by the County.

BANK SERVICES REQUIRED:

1. Include a copy of your disaster recovery plan.
2. Please provide the location / address of your lockbox:
   2800 Post Oak Boulevard
   Houston, TX 77056
3. Lockbox pickups will begin at 5:00 A.M.

Additional information required regarding direct deposit of payroll:

1. Show file delivery time requirements for Thursday settlement date:
   (a) Day Cycle (time) 6:00pm CST Day: Wednesday requirement but highly recommended for Payroll files to be delivered to the bank by 6:00pm CST., two (2) days before the effective date allowing for receiving institution to memo-post to the employees' account. Same day ACH origination is also available per operating rules of NACHA. Our cutoff time for same-day ACH is 1:00 pm CST.
   (b) Night Cycle (time) Same as Day Day: _____

FINANCIAL INFORMATION

The paid-up capital stock of the undersigned bank is $ 1,200,000 in common stock and $50,000,000 in preferred stock
and the permanent surplus of the undersigned bank is $ 1,885,721,000

Fort Bend County supports the efforts of the lending community to extend credit to residents of all neighborhoods within Fort Bend County with equal opportunity regardless of race, color, religion, national origin, age, sex or marital status; with sensitivity to the credit needs of low- and moderate-income neighborhoods. To that end, please respond to the following questions:

1. What was the date of your last Community Reinvestment Act examination?
   July 2019

2. What was the rating obtained from your last Community Reinvestment Act review?
   Satisfactory

Cadence Bank
(Responding Bank)

Beth Davidson
Representative Name

Senior Vice President
Title

Signature

CUSTODY SERVICES AGREEMENT

Fort Bend County Depository Bank ("Bank") is requested to open a Custody Services account ("Custody account") for and in the name of Fort Bend County and related entities and hold therein securities ("Securities") from time to time deposited with Bank or collected by Bank for such Custody account. Subject to the following terms and conditions.

TERMS OF AGREEMENT

1. Bank will safe keep, account for and deliver the Securities, together with the proceeds of sales, redemptions, collections and other receipts including interest and other income ("Proceeds") that are received by Bank, to the Customer as the Customer may reasonably direct in writing. The Bank is to deposit said proceeds into the specified County bank account. The customer agrees that the captions of the Custody account and the deposit account will at all times be identical.

2. All Securities and Proceeds held by Bank pursuant hereto shall be subject to the full and exclusive control of the Customer, and Bank shall not supervise, recommend or advise the Customer relative to the investment, purchase, sale, retention or other disposition of Securities or Proceeds held hereunder.

3. The Customer's instructions or directions are to be in writing and signed by the Customer, but Bank is entitled to accept and rely on oral or unsigned instructions or directions and, in doing do, shall not be liable for executing any such instructions or directions which Bank believes in good faith to be genuine. The Customer will furnish confirmation, in writing and signed by the Customer, of previous oral or unsigned instructions or directions if required. If the Customer is other than an individual, the Customer hereby designates the person or persons whose authorized signatures appear hereon as the authorized agent or agents of the Customer to perform any and all acts contemplated herein on behalf of the Customer, the authority of said agent or agents remaining in full force and effect until written notice of the termination of such authority shall have been delivered to Bank.

4. Unless otherwise so directed, Bank is authorized to hold Securities in bearer form, book entry form, registered in the Customer's name(s) or registered in nominee name as Bank deems appropriate. Bank is also authorized to deposit and register the Securities with any central depository system or in custody with another banking institution. Bank is authorized to exchange Securities for other securities where the exchange is purely ministerial as, for example, the exchange of securities in temporary form for securities in definitive form or the mandatory exchange of certificates. Further, should any Securities held in nominee name be called for partial redemption by the respective issuer, Bank is authorized to allot the called portion to the respective holders in any manner deemed to be fair and equitable in Bank's discretion.

5. The Bank makes reasonable efforts to monitor various called securities publications. However, the ultimate responsibility for the redemption of a called security must be borne by the Customer. If Bank discovers that a bond has been called or if the Customer advises Bank of that fact, Bank will ship the bonds for collection. Unless the Bank is negligent in

following the instructions from a Customer, the Bank assumes no responsibility or liability for missing bond calls.

All proxies and other communications relating to voting which are received by Bank shall be mailed to the Customer. The Customer will at all times keep Bank advised of its current mailing address.

6. In the event Bank advances Proceeds and credits them to the Customer's bank account prior to Bank's collection of such from a paying agent and Bank does not receive such Proceeds from the paying agent within a reasonable time thereafter, said reasonable time to be determined by Bank at Bank's sole discretion, the Customer agrees to repay the credited Proceeds upon Bank's demand, and Bank shall have the right to debit the deposit account, referred to above, any other deposit account maintained by the Customer with Bank or the undersigned's Custody account, if necessary, to effect such payment.

7. Bank is authorized in the name and on behalf of the undersigned to execute any certificates of ownership or other reports, forms notices or statements which are or may hereafter be required by the Internal Revenue Service or any other governmental authority or commission, so far as the same are required in connection with the Securities or Proceeds.

8. If there is more than one individual Customer, all notices, directions and instructions may be given to Bank by either one of us and all Securities and Proceeds shall be withdrawable by the direction or notice by either one of us, before or after the death of either one of us, unless Bank has received written notice from either one of us that the signatures of each individual Customer are thereafter required.

9. The Customer agrees to pay Bank compensation for services rendered hereunder according to the schedule in Bank’s Depository Application. The account analysis will be considered an invoice for payment.

10. Bank shall be responsible only as a gratuitous bailee, regardless of whether any compensation for its services is actually paid, and shall give the security in its custody the same degree of care and protection it gives its own Securities of like kind and Customer agrees that Bank shall only be liable for its own negligence or for failure to comply with the terms of this Agreement. Bank shall not be responsible for the genuineness, alteration or validity of the Securities, Bank shall not be required to carry any form of insurance for the account of the Customer on the Security, but the Customer may carry for its own account such insurance as Customer may deem necessary or desirable.

11. Bank will provide the Customer with confirmations of each transaction made pursuant hereto and will furnish the Customer with statements of account periodically or upon the Customer's request. Said confirmations shall be non-negotiable and non-transferable. Any terms or conditions contained in such confirmation shall be considered additional agreements and shall not be considered modifications of this Agreement. This Agreement and said confirmations shall be the entire agreement of the parties. This Agreement shall govern if its terms are found to conflict with the terms of such confirmations.

12. With respect to any instructions authorizing the receipt of Securities in connection with transactions not placed through the Bank; Bank shall have no duty to advise the Customer of non-receipt of, or to take steps to obtain delivery of, Securities from third parties either against payment or free of payment. With respect to any instructions authorizing the delivery of Securities in connection with transactions not placed through the Bank; Bank shall have no duty to meet the delivery date of the Securities or, if payment is involved, credit the Customer's account with Proceeds, unless proper authorization is received by Bank with a reasonable and sufficient amount of time prior to the settlement date.

13. The Customer will not pledge, assign or transfer any interest in the Securities or this Agreement to any other party without Bank's prior written approval and the execution of such additional agreements as Bank may request. In the event the securities covered by this Agreement are pledged, the Securities are subject only to the order and direction of the Pledge.

14. The Bank shall exercise the same due care that is expected of an agent of the Customer.

15. This Agreement is terminable at the option of either the Customer or Bank upon sixty (60) days written notice to the other party.

16. As used in this Agreement "Customer", if more than one, shall mean all of the undersigned or each or any of them, and they are jointly and severally bound. Under the terms of this Agreement, "undersigned" shall mean the Customer.

17. This Agreement shall be construed and interpreted according to the laws of the United States of America and the State of Texas.

Cadence Bank

(Responding Bank)

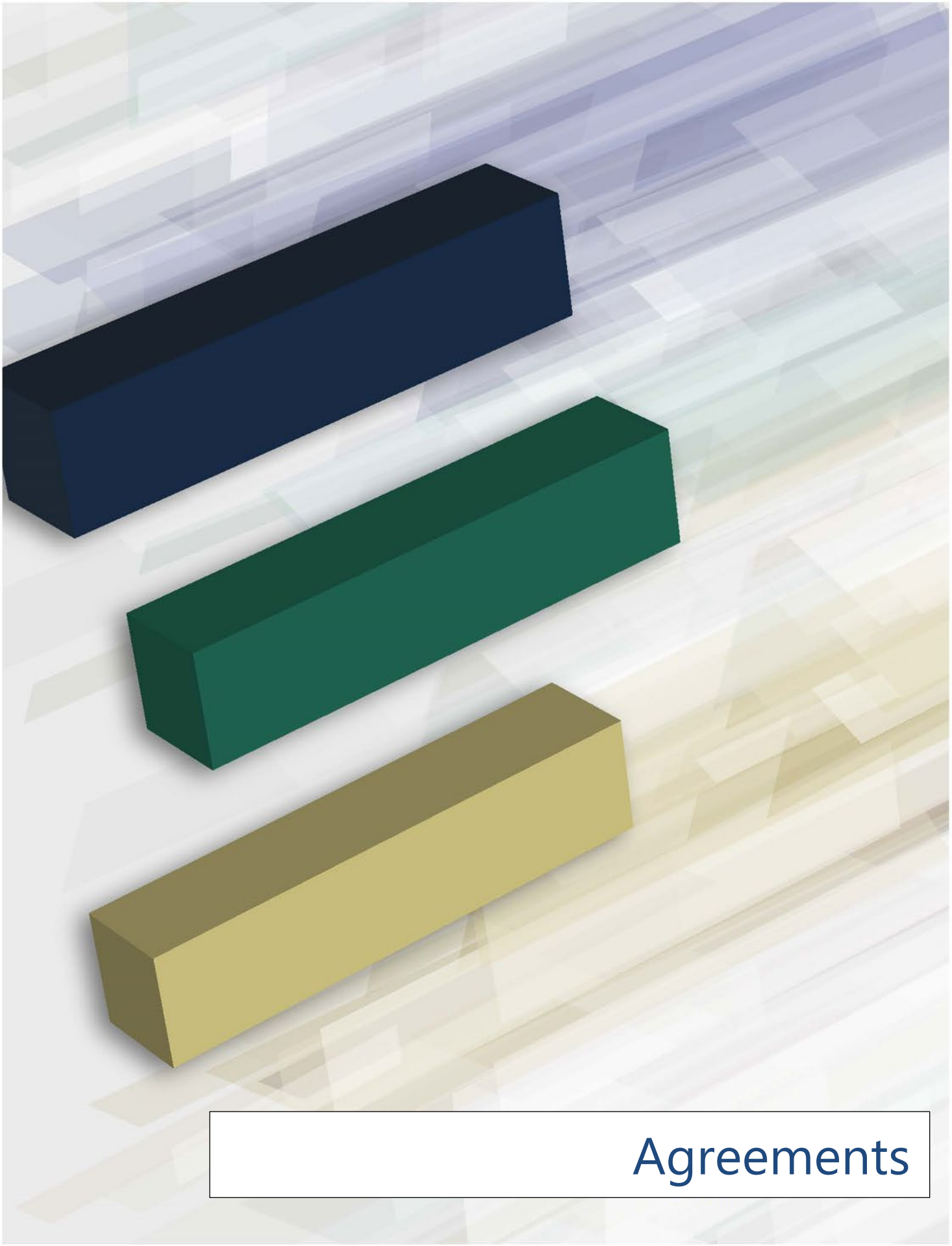
Beth Davidson

Representative Name

Senior Vice President

Title

Signature



Agreements

CERTIFICATION OF BENEFICIAL OWNERS OF LEGAL ENTITY CUSTOMERS

CADENCE BANK

1. GENERAL INSTRUCTIONS

What is this form?

To help the government fight financial crime, Federal regulation required certain financial institutions to obtain, verify, and record information about the beneficial owners of legal entity customers. Legal entities can be abused to disguise involvement in terrorist financing, money laundering, tax evasion, corruption, fraud, and other financial crimes. Requiring the disclosure of key individuals who own or control a legal entity (i.e. the beneficial owners) helps law enforcement investigate and prosecute these crimes.

Who has to complete this form?

This form must be completed by the person opening the new account on behalf of a legal entity with any of the following U.S. financial institutions: (i) a bank or credit union; (ii) a broker or dealer in securities; (iii) a mutual fund; (iv) a futures commission merchant; or (v) an introducing broker in commodities.

For purposes of this form, a **legal entity** includes a corporation, limited liability company, or other entity that is created by a filing of a public document with a Secretary of State or similar office, a general partnership, and any similar business entity formed in the United States or a foreign country. **Legal entity** does not include sole proprietorships, unincorporated associations, or natural persons opening accounts on their own behalf.

What information do I have to provide?

This form requires you to provide the name, address, date of birth and Social Security number (or passport number or other similar information, in the case of foreign persons) for the following individuals (i.e., the **beneficial owners**):

(i) Each individual, if any, who owns, directly or indirectly, 25 percent of more of the equity interests if the legal entity customer (e.g., each natural person that own 25 percent or more of the shares of a corporation); **and**

(ii) An individual with significant responsibility for managing the legal entity customer (e.g., a Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, or Treasurer).

The number of individuals that satisfy this definition of "beneficial owner" may vary. Under section (i), depending on factual circumstances, up to four individuals (but as few as zero) may need to be identified. Regardless of the number of individuals identified under section (i), you must provide the identifying information of one individual under section(ii). It is possible that in some circumstances the same individual might be identified under both sections (e.g., the President of Acme, Inc. who also holds a 30% equity interest). Thus, a completed form will contain the identifying information of at least one individual (under section ii), and up to five individuals (i.e., one individual under section (ii) and four 25 percent equity holders under section (i)). The financial institution may also ask to see a copy of the driver's license or other identifying document for each beneficial owner listed on this form.

2. CERTIFICATION OF BENEFICIAL OWNER(S)

Persons opening an account on behalf of a legal entity must provide the following information:

a. Name and Title of Natural Person Opening Account:

_____

_____

b. Name and Address of Legal Entity for Which the Account is Being Opened:

_____

_____

_____

*c. The following information for **each** individual, if any, who, directly or indirectly, through any contract, understanding, arrangement or otherwise, owns 25 percent or more of the equity interests of the legal entity above:*

Name	Date of Birth	Address (Residential or Business Street Address)	For U.S. Persons: Social Security Number	For Foreign Persons: Passport Number and Country of Issuance, or other similar identification number	Percentage of Ownership

d. The following information for one individual with significant responsibility for managing the legal entity listed above, such as:

i. An executive officer or senior manager (e.g., Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, Treasurer); or

ii. Any other individual who regularly performs similar functions.

Name	Date of Birth	Address (Residential or Business Street Address)	For U.S. Persons: Social Security Number	For Foreign Persons: Passport Number and Country of Issuance, or other similar identification number	Title

I, _____(name), _____ (title), hereby certify, to the best of my knowledge, that the information provided above is complete and correct.

Signature: _____ Date: _____

*In lieu of passport number, foreign persons may also provide an alien identification card number, or number and country of issuance of any other government-issued document evidencing nationally or residence and bearing a photograph or similar safeguard.

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("BAA") is entered into and made as of this _____ day of _____, 20___ ("Effective Date") by and between _____ ("Covered Entity") and **Cadence Bank, N.A.**, a national banking association organized and established under the laws of the United States of America ("Business Associate").

WHEREAS, Covered Entity has a business relationship with Business Associate that has been memorialized in an underlying contract ("Underlying Contract") pursuant to which Business Associate may be considered a "Business Associate" of Covered Entity as defined in Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended, including all pertinent regulations set forth in Title 45, Parts 160 and 164 of the Code of Federal Regulations issued by the U.S. Department of Health and Human Services as either have been amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH Act").

Whereas the nature of the contractual relationship in the Underlying Contract between Covered Entity and Business Associate may involve the use and/or disclosure of Protected Health Information ("PHI"); and

WHEREAS, Covered Entity and Business Associate acknowledge that each party has certain obligations under HIPAA, as amended, including, but not limited to "Privacy" and "Security" obligations, and the HITECH Act, and their implementing regulations.

NOW THEREFORE, Covered Entity and Business Associate agree as follows:

1.0 Definitions

Terms used, but not otherwise defined, in this BAA shall have the same meaning as those terms in the Regulations, including without limitation, the Privacy Rule, as set forth in the Standards for Privacy of individually identifiable health information at 45 C.F.R. Parts 160 and 164, as amended by the HITECT ACT and as may be otherwise amended from time to time.

2.0 Obligations and Activities of Business Associate

a. **Use**. Business Associate agrees not to use or disclose PHI other than as permitted or required by the BAA, Underlying Contract, or as required by law.

b. **Compliance**. Business Associate shall be directly responsible for full compliance with the relevant requirements of both the HIPAA Privacy Rule and Security Rule.

c. **Appropriate Safeguards**. Business Associate agrees to use reasonable and appropriate safeguards to prevent use or disclosure of PHI or Electronic PHI that Business Associate creates, receives, maintains or transmits on behalf of Covered Entity, other than as permitted by the Underlying Contract or this BAA, including, but not limited to, administrative, physical and technical safeguards that reasonably and appropriately

protect the confidentiality, integrity and availability of the PHI in accordance with 45 C.F.R. §§164.308, 164.310 and 164.312. Business Associate shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to 45 C.F.R. §164.316 and the HITECH Act, 42 U.S.C. §17931.

d. **Designated Security Officer**. Business Associate shall designate an individual to serve as the Security Officer responsible for supervising the security and privacy mechanisms, including, but not limited to, administrative, physical and electronic mechanisms employed within the organization to prevent the unauthorized use, disclosure or access to PHI maintained by Business Associate on behalf of Covered Entity.

e. **Business Associate's Agents**. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this BAA to Business Associate with respect to such information and as required under 45 C.F.R §§ 160 and 164. If Business Associate knows of a pattern of activity or practice that constitutes a material breach or violation of Business Associate's obligations under this BAA, Business Associate must take reasonable steps to cure the breach and end the violation. This provision shall not, however, be deemed to provide Business Associate with a right to assign or subcontract its responsibilities, except as specifically provided in the Underlying Contract. In the event Business Associate creates, maintains, receives or transmits electronic PHI on behalf of Covered Entity, Business Associate shall implement the safeguards required by Section 2(c) above with respect to electronic PHI.

f. **Business Associate's Employees**. Business Associate agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause Business Associate to breach the terms of this BAA.

g. **Duties of Business Associate Involving Breach or Unauthorized Access, Use or Disclosure of PHI**.

1. **Discovery of Breach**. A breach shall be treated as discovered by the Business Associate as of the first day on which such breach is known to the Business Associate or, by exercising reasonable diligence, would have been known to Business Associate.

2. **Notification**. Business Associate shall, following the discovery of a breach of unsecured PHI, as defined in the HITECH Act or accompanying regulations, notify the Privacy Officer of the Covered Entity of such breach pursuant to the terms of 45 C.F.R. §164.410 and cooperate in the Covered Entity's breach analysis procedures, including risk assessment, if requested. Business Associate will provide notice to the Covered Entity of the discovery of a breach of unsecured PHI. Notice shall occur as soon as possible and without unreasonable delay and no later than five (5) calendar days after discovery of the breach

unless it is an urgent situation where immediate phone notification shall be made to the Covered Entity's Privacy Officer.

3. **Reporting Improper Access, Use or Disclosure**. Business Associate shall provide the following information to Covered Entity within ten (10) business days of discovery of a breach except when despite all reasonable efforts of Business Associate to obtain the information required, circumstances beyond the control of the Business Associate necessitate additional time. Under such circumstances, Business Associate shall provide to Covered Entity the information as soon as possible. The information required upon discovery of a breach is as follows:

   A. the date of the breach;
   B. the date of the discovery of the breach;
   C. a general description of the events leading up to and surrounding the breach;
   D. a description of the types of unsecured PHI that were involved;
   E. a listing of the identification of each individual and/or class of individuals whose unsecured PHI has been, or is reasonably believed to have been accessed, acquired or disclosed; and
   F. any other details necessary to complete an assessment of the risk of harm to the individual.

Business Associate shall provide the designated Privacy Officer of the Covered Entity with updates of information concerning the details of such breach and the final results of its Risk Assessment as required below, as needed, to ensure that such information remains current.

h. **Risk Assessment and Investigation**. Business Associate shall perform an appropriate risk assessment immediately following the discovery of any unauthorized access, use or disclosure of PHI to determine whether use, access or disclosure is one that "poses a significant risk of financial, reputational or other harm to the individual." In performing the Risk Assessment, Business Associate should consider a combination of factors such as: (a) who impermissibly used the PHI or to whom the PHI was impermissibly disclosed; (b) was the impermissibly disclosed PHI returned prior to it being accessed for an improper purpose; and, (c) the type and amount of PHI involved in the impermissible use or disclosure.

The results of the Risk Assessment shall be provided to Covered Entity in writing, without unreasonable delay, and in no event later than thirty (30) days from the date of discovery of the unauthorized use, access or disclosure. In addition to the Risk Assessment conducted by the Business Associate, Covered Entity reserves the right to conduct its own investigation of any unauthorized use, access or disclosure of PHI occurring at any facility, site or location of Business Associate, its agents or subcontractors or through any systems under the control of the Business Associate, its agents, or subcontractors. Business Associate shall cooperate with Covered Entity to

conduct such investigation. Covered Entity agrees to provide advance notice of such investigation to protect the confidentiality of and not disclose any confidential and proprietary information of Business Associate to which Covered Entity has access during the course of such investigation.

i. **Mitigation of Harm**. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this BAA. Mitigation may include, but shall not be limited to, obtaining reasonable assurance from the recipient that the information will not be further used or disclosed and providing affected individuals with services to protect themselves against identity theft. Business Associate shall bear the expense of any mitigating measures the Covered Entity deems appropriate.

j. **Notification to Individual**. It is the sole responsibility of Covered Entity to notify the individual patients/customers of any Breach of PHI. At no time, is Business Associate to contact or speak directly with any of Covered Entity's individual patients/customers who are the subject of any Breach of PHI. Any such inquiries should be directed to the Covered Entity's Privacy Officer. Business Associate shall cooperate with Covered Entity as necessary to provide such notification and any details pertaining to any Breach of PHI.

k. **Cooperation with Law Enforcement**. Business Associate shall cooperate with Covered Entity in the event law enforcement officials institute an investigation that involves the Breach of PHI under this BAA.

l. **Notification to Media**. For a breach of PHI involving more than 500 individuals, it is solely the responsibility of Covered Entity to notify the media and appropriate law enforcement and federal and state agencies as required by the HITECH Act, 45 C.F.R. §164.406. At no time is Business Associate to contact or speak directly with the media without the prior authorization of Covered Entity. Business Associate shall cooperate with Covered Entity as necessary to provide such notification to the media.

m. **Audit by DHHS**. Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Department of Health and Human Services ("DHHS"), in a time and manner that permits the Covered Entity to respond in a timely manner to the DHHS's deadline or as designated by the DHHS, for purposes of the DHHS determining Covered Entity's compliance with the Privacy Rule.

n. **Covered Entity Audit**. Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to Covered Entity to audit the privacy and security practices of Business Associate.

o. **Requested Restrictions**. Business Associate agrees to comply with any requests for restrictions on certain disclosures of PHI pursuant to Section 164.522 of the HIPAA Security and Privacy Rule to which Covered Entity has agreed or pursuant to the HITECH Act and which Business Associate is notified by Covered Entity.

p. **Electronic Availability**. If Business Associate maintains PHI electronically, it agrees to make such PHI electronically available to the applicable individual.

q. **Minimum Necessary**. Business Associate agrees to limit its request for the use and disclosure of PHI to the minimum necessary to accomplish the intended purpose of the applicable request, use or disclosure.

r. **Amendments of PHI**. If, and to the extent that Business Associate possesses an applicable Designated Record Set, within a reasonable amount of time of receipt of a request from the Covered Entity for an amendment of an Individual's PHI contained in the Designated Record Set, Business Associate agrees to provide such information to Covered Entity for amendment and shall also incorporate any such amendments in the PHI maintained by Business Associate as required by 45 C.F.R. § 164.526.

s. **Red Flag Rules**. Business Associate agrees to take such actions as are necessary to comply with the requirements of the Federal Trade Commission's ("FTC") Red Flag Rules (12 CFR 681). Business Associate will implement sufficient precautions, policies and procedures to prevent, detect and mitigate identity theft and train appropriate staff on these policies and procedures.

t. **Accounting Rights**. Business Associate and its agents or subcontractors shall make available to Covered Entity the information required to provide an accounting of disclosures to enable Covered Entity to fulfill its obligations under the Privacy Rule and the HITECH Act. Business Associate agrees to implement a process that allows for an accounting to be collected and maintained by Business Associate and its agents or subcontractors for at least six (6) years prior to the request, unless the Regulations allow for a shorter period. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received the PHI and if known, the address of the entity or person; (iii) a brief description of PHI disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization or a copy of the written request for disclosure. Business Associate is expected to meet the requirements described in this Section with respect to Electronic Health Records by the Compliance Date set forth in the HITECH Act. Business Associate agrees to provide to Covered Entity or an Individual, in writing and within five (5) days of request from the Covered Entity, information collected in accordance with this BAA, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.

u. **Compliance with Current Law**. Business Associate agrees to conform its practices to the most recent guidance by the DHHS concerning the most effective and appropriate

technical safeguards to facilitate compliance with the Security Rule. To the extent not specifically incorporated or referenced, Business Associate agrees to comply with all requirement applicable to Business Associates under HIPAA, the HITECH Act, or their regulations.

3.0 Permitted Uses and Disclosures by Business Associate

3.1 General Use and Disclosure Provisions

Permitted Uses. Except as otherwise limited in this BAA, or in the Underlying Contract, Business Associate may use or disclose PHI on behalf of, or to provide services to, Covered Entity as specified in the Underlying Contract, if such use or disclosure of PHI would not violate the Privacy, Security or Notification Rules if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

3.2 Specific Use and Disclosure Provisions

a. **Permitted Disclosures**. Except as otherwise limited in this BAA, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that as to any such disclosure, the following requirements are met:

1. The disclosure is required by law; or,

2. Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the PHI will be held confidential as provided in this BAA for the purpose for which it was disclosed to the person, and the person notifies Business Associate within 24 hours of the discovery of any breach or suspected breach of the confidentiality of PHI.

b. **Data Aggregation**. Except as otherwise limited in this BAA, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 CFR § 164.504(e)(2)(i)(B).

c. **Violations of Law**. Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with Federal and State law, including but not limited to HIPAA and HITECH Act.

4.0 Prohibited Uses and Disclosures by Business Associate

a. **Remuneration**. Business Associate agrees that it shall not directly or indirectly receive remuneration in exchange for any PHI except with the prior written consent of Covered Entity and as permitted by the HITECH Act, as described in 42 U.S.C. §17935(d)(2).

b. **Marketing**. Business Associate agrees it shall not directly or indirectly perform marketing to Covered Entity patients using PHI that was either provided by Covered

Entity, or created or otherwise acquired by Business Associate on behalf of Covered Entity.

c. **Special Restrictions**. Business Associate shall not disclose PHI to a health plan for payment or health care operations purposes if the individual patient has requested this special restriction, and has paid out of pocket in full for the health care item or services to which the PHI solely relates as required by 42 U.S.C. §17935(a).

d. **Against the Law**. Business Associate shall not use or disclose PHI for any purpose not permitted by the Underlying Contract, this BAA, HIPAA or the HITECH Act.

5.0 Obligations of Covered Entity

5.1 Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

a. Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

c. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

6.0 Continuing Obligations, Term and Termination

a. **Term**. The Term of this BAA shall be effective as of the signing of the Underlying Contract, and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is not feasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

b. **Termination for Cause**. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall at its discretion either immediately terminate this BAA and the Underlying Contract or provide an opportunity for Business Associate to cure the breach or end the violation within fifteen (15) business days. If Business Associate fails to cure the breach or end the violation within this time period, this BAA and the Underlying Contract may be terminated. Additionally, if Covered Entity reasonably believes that Business Associate will violate a material terms of this BAA and, where practicable, Covered Entity gives written notice to Business Associate of such belief to Business Associate and Business Associate fails to provide adequate

written assurances to Covered Entity that it will not breach the cited term of this BAA, the Covered Entity shall have a right to immediately terminate this BAA and the Underlying Contract.

c. **Report to DHHS**. Covered Entity may report any violation of HIPAA or the HITECH Act to the DHHS.

d. **Effect of Termination**.

1. Except as provided in paragraph (d)(2) of this section, upon termination of this BAA, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall also apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate, its subcontractors or agents, shall retain no copies of the PHI.

2. In the event that Business Associate determines that returning or destroying the PHI is not feasible, Business Associate shall provide to Covered Entity written notification of the conditions that make return or destruction not feasible. Upon mutual agreement between the Covered Entity and the Business Associate that return or destruction of PHI is not feasible, Business Associate, its agents, employees, contractors, successors or assigns, shall extend the protections of this BAA and as required by law, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction not feasible, for so long as Business Associate, its agents, employees, contractors, successors or assigns, maintains such PHI. This provision shall also apply to PHI that is in the possession of subcontractors or agents of Business Associate.

3. The provisions of this Section shall survive the termination of the BAA.

7.0 *Intentionally omitted.*

8.0 *Intentionally omitted.*

9.0 Miscellaneous

a. **Governing Law**. This BAA shall be governed by the laws of the State of Alabama. All actions arising out the performance of this BAA shall be brought in Jefferson County, Alabama.

b. **Entire Agreement**. With regard to the subject matter herein, this Agreement supersedes prior or contemporaneous discussions, agreements, understandings and representations between Covered Entity and Business Associate.

c. **Terms**. Except as otherwise defined herein, any and all capitalized terms in this BAA shall have the definitions set forth in the HIPAA Security and Privacy Rule. In the event of an inconsistency between the provisions of this BAA and the mandatory provisions of the HIPAA Security and Privacy Rule, as amended, the HIPAA Security and Privacy Rule shall control. Where the provisions of this BAA are different than those mandated in the HIPAA Security and Privacy Rule, but are nonetheless permitted by the HIPAA Security and Privacy Rule, the provisions of this BAA shall control.

d. **Regulatory References**. A reference in this BAA to a section in the Privacy, Security or Notification Rules under HIPAA or the HITECH Act means the section as in effect or as amended.

e. **Amendment**. The Parties agree to take such action as is necessary to amend this BAA from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA, HITECH Act and their implementing regulations. This BAA may be amended, modified and supplemented only by a written agreement signed by all of the parties.

f. **Headings**. The section and subsection headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement or any provision hereof.

g. **Interpretation**. Any ambiguity in this BAA shall be resolved to permit Covered Entity to comply with HIPAA and HITECH Act.

h. **Binding Effect**. This BAA shall not be construed so as to confer any right or benefit upon any Person other than the signatories to this BAA and each of their respective successors and permitted assigns, except as otherwise specifically provided herein.

i. **Severability**. Unless otherwise provided herein, if any provision of this BAA shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

j. **Delays or Omissions; Waiver**. No delay or omission to exercise any right, power or remedy accruing to any party hereto, upon any breach or default of any other party under this BAA, shall impair any such right, power or remedy of such party nor shall it be construed to be a waiver of, or estoppel with respect to, any such breach or default, or an acquiescence therein, of any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any party hereto of any breach or default under this BAA, or any waiver on the part of any party of any provisions, obligations, covenants, agreements or conditions of this BAA must be made in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this BAA, by law or otherwise afforded to any party, shall be cumulative and not in the alternative. Whenever this BAA requires or permits consent by or on behalf of any party hereto, such consent shall be given in writing.

k. **No Third Party Beneficiaries**. Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

l. **Survival**. The respective rights and obligations of Business Associate under Sections 6.0(d) and 7.0 of this BAA shall survive the termination of this BAA.

m. **Construction**. This BAA shall not be construed more strictly against any party regardless of who is responsible for its drafting. Unless the context of this BAA otherwise clearly requires, references to the plural include the singular and the singular include the plural.

n. **Counterparts**. This BAA may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

o. **Notice**. Any Notice called for under this BAA shall be effective if mailed by certified or registered mail, hand delivered or by electronic delivery to Patient Information Privacy Officer.

To Covered Entity:

Company Name: _____
Contact Person: _____
Address: _____
_____
Phone Number: _____

To Business Associate:

Company Name: Cadence Bank, N.A.
Contact Person: _____
Address: _____
_____
Phone Number: _____

IN WITNESS WHEREOF, the Parties have executed this Business Associate Agreement as of the date first above written.

Business Associate:
CADENCE BANK, N.A.

By: _____
Its: _____

Covered Entity:
_____

By: _____
Its: _____

CUSTODIAL AGREEMENT

This Agreement is entered into by and between _____, as principal (hereinafter referred to as "Principal"), and CADENCE BANK, N.A., as Custodian (hereinafter referred to as "Cadence").

Effective on this the _____ day of _____, 20__, Principal has deposited with Cadence the property which is listed on Exhibit "A" attached and constituting a part of the assets of the _____to be held by Cadence pursuant to the following terms and conditions:

1. Cadence shall safely keep the property in the Account and collect the income thereon and all principal realized through sales, maturities, redemptions or otherwise. Cadence shall hold, invest, disburse, or otherwise dispose of the property in the Account or its proceeds pursuant only upon its actual receipt of written instructions from Principal.

2. Income on property in the Account shall be disbursed or retained pursuant only upon Cadence's actual receipt of written instructions from Principal.

3. Should Cadence, at the direction of the Principal, sell, exchange, deliver, or otherwise dispose of any or all of the property in the Account and invest or reinvest any monies from the Account, any broker's fees or commissions in connection therewith shall be paid from the Account. In addition, orders for purchase and sale shall be placed for the Account with the broker selected by Cadence, and Cadence shall not be liable or accountable for any act or omission of any reputable broker or similar agents.

4. Cadence will not render investment advice or make investment recommendations and shall be responsible for loss to the Account only through its gross negligence or bad faith. Cadence shall be under no duty to take or omit to take any actions with respect to any property held in the Account except in accordance with Cadence's written agreement to comply with written instructions received by Cadence from Principal.

5. Notwithstanding anything herein to the contrary, Cadence shall not be required to give notice of dishonor or default of instruments and securities in the Account received from Principal or others, whether now or at anytime during the term of this Agreement. In addition, Cadence shall not be required to take any legal action or to appear in or defend any suit or proceedings which relate to the dishonor or default of instruments or securities in the Account unless requested to do so by Principal, in writing and indemnified to Cadence's satisfaction. It is agreed and understood that Cadence is not acting as a fiduciary, and that there are no attributes of a fiduciary relationship (e.g. - an estate administration, a trust) inherent between Principal and Cadence.

6. Securities in the Account shall be held in the name of Cadence's nominee or in the nominee of Cadence's depository.

7. Cadence shall keep books of account for the Account which reflect all transactions for the Account and shall furnish Principal statements of receipts and disbursements and a list of the assets of the Account on a monthly basis or more infrequent periods if agreed upon by Principal and Cadence. Such statements shall be sent by Cadence to Principal via United States regular mail at the address which is reflected at the end of this Agreement. Principal, and/or any person who is designated by Principal, shall be entitled at all reasonable times to examine all books of paper and other records relating to the Account which are in the possession of Cadence at the offices of Cadence during normal business hours at a time which is mutually convenient.

8. Principal agrees to furnish Cadence with the income tax cost basis and date of acquisition of every principal asset in the Account to be carried on Cadence's records. Cadence will have no duty to verify the accuracy of the information furnished by Principal or any third party. If Principal fails to furnish such information, Cadence will carry the assets at a nominal value. Assets purchased in the Account will be carried at cost.

9. Cadence shall be entitled to receive in consideration for its services hereunder compensation in accordance with its current Fee Schedule, a copy of which is attached to this Agreement as Exhibit "B". Cadence shall provide Principal with written notification of any changes to the Fee Schedule, and Principal agrees that these changes will become effective thirty (30) days after Cadence provides Principal with such notification. With regard to compensation for Cadence, Cadence is authorized to pay itself on a monthly basis out of funds on hand in the Account the amount of compensation which it is entitled to receive pursuant to the terms of the attached Fee Schedule (see Exhibit "B"), as well as any expenses incurred by Cadence in the handling of the Account. In addition to its authorized fees, Cadence is authorized to charge directly to any available funds in the Account its expenses as well as the amount necessary for Cadence to complete any purchase (including purchase-related expenses), to make any directed disbursement, or to take any other necessary action regarding the Account. Cadence shall have no duty to make any purchase, exchange, or disbursement or to incur any expense, unless the necessary funds are available in the Account. If an overdraft is created in the Account as a result of Cadence's directing any activity in the Account, Cadence may charge a fee to the Account. In the event of insufficient funds, Principal hereby agrees that Cadence may, in its discretion, charge any account held in Principal's name at Cadence Bank, N.A., whether individually or jointly.

10. Cadence shall have no responsibility for the payment of any tax imposed by the government or any subdivision district or agency thereof with the exception of transfer taxes, etc..., customarily and immediately paid in connection with the sale or exchange of property.

11. All instructions or directions from Principal to Cadence shall be given by Principal in writing and shall be acted upon only after actual receipt of the written instructions by

Cadence, and such instructions or directions shall remain in force until revoked or amended in writing and received by Cadence. Cadence shall be fully protected and indemnified in acting upon any such written directions or instructions from the Principal and received by Cadence. For purposes of this Agreement, written instructions or directions from Principal to Cadence may be given by written correspondence; by facsimile, upon receipt of electronic confirmation of a successful transmission, and by e-mail that contains an electronic signature, upon receipt of electronic confirmation of a successful transmission.

12. Cadence shall, upon receipt of the various items of property from Principal which are from time to time delivered to Cadence by Principal to a be a part of the Account, deliver to Principal appropriate receipts showing receipt thereof.

13. This Agreement may be terminated by either Principal or Cadence upon written notice with reasonable allowance of time for the accomplishment of any clerical accounting or property transfer procedures which are necessary as a prerequisite to the termination of this Agreement. By signing this Agreement, Cadence agrees that it will not release any funds or assets placed in the Account or any income earned on said assets unless it receives written instructions to do so from Principal. In addition, Cadence agrees that it will not make any disbursements from the Account unless it receives written instructions to do so from Principal. When the Agreement is terminated, Cadence may receive a termination fee in accordance with its Fee Schedule.

14. This Agreement may not be modified except by amendment reduced to writing and signed by both Principal and Cadence.

15. Cadence will not be liable for any act, or failure to act, carried out in good faith reliance on any representation of Principal or as a consequence of any instructions of Principal. Principal agrees to indemnify and hold Cadence, its affiliates, officers, employees, and/or agents harmless for and against any loss, liability, cost, damages, or expenses (including reasonable attorneys' fees) resulting from any action of Cadence which is taken pursuant to the instruction of Principal. Cadence shall not be held liable under the Agreement except for the gross negligence or willful misconduct of its officers and employees. Cadence shall not be liable for acts or omissions of (a) any broker or other agent to whom Principal has directed any securities trade or other transaction or (b) any broker, depository, or other agent selected by Cadence with reasonable care.

Cadence shall have no liability for any actions or omissions it takes in accordance with this agreement so long as its acts or omissions are taken in good faith and without gross negligence.

To the maximum extent permitted by applicable law, except for any damages or costs arising pursuant to the provisions in this agreement on indemnification, neither party will be liable to each other or any third party for any special, indirect, consequential or

punitive damages, including lost profits arising out of or related to this agreement and the services provided hereunder, even if the parties have knowledge of the possibility of such damages and whether or not such damages are foreseeable.

16. Cadence is authorized to do the following:

    A. Administration: Execute and deliver all Agreements, appoint agents or subagents (including subsidiaries and affiliates) and do all other acts necessary to carry out the general purposes of the Agreement.

    B. Exchanges: Exchange stock certificates where required when their stated par value is revised by an issuing corporation or where merger or other corporate reorganization requires the exchange.

    C. Sale of Fractional Shares: Sell all fractional shares of stock received as a result of stock dividends or other corporate action.

    D. Signing and Delivery of Documents: Deliver any instrument or document necessary to register securities or to complete sales or deliveries of them.

    E. Pledging of Securities: Pledge securities or other property in the Account at Principal's direction when required to furnish collateral for loans or advances for which the Principal becomes obligated to Cadence or another financial institution. During the term of any such pledge, Principal shall not give Cadence any instructions regarding pledged assets in the Account which would be in violation of such pledge.

17. Principal may withdraw any portion of the assets of the Account. Withdrawal of all of the assets of the Account will constitute a termination, and will be governed by the termination provision of this Agreement. Cadence will make delivery to third parties of securities or other property in the Account only upon the actual receipt of written instructions from Principal.

18. The Agreement may be terminated at any time by thirty (30) days written notice from Principal to Cadence or from Cadence to Principal, and all assets in the Account shall be delivered according to Principal's instructions (see Cadence's Fee Schedule for related charges). If Principal has opened the Account in his or her individual capacity, the Account will terminate upon actual knowledge by Cadence of Principal's death or incapacity.

19. If there is more than one Principal, the Account will be distributed or continue to be managed as follows upon death of one Principal:

Community Property. If the Account is designated as community property, upon the death of either spouse, ownership does not automatically pass to the survivor. The community property interest of the decedent will pass pursuant to the decedent's estate. The community property interest of the surviving spouse will continue to be held pursuant to the provisions of this Agreement. For purposes of this Agreement, the term spouse will include domestic partners or a similar relationship which is created under and recognized under state law applicable to such relationships.

Joint Tenants with Right of Survivorship. If the Account is designated as joint tenants with right of survivorship, upon the death of either the Principal, the surviving Principal will own the Account in its entirety and the Account will continue to be held pursuant to the provisions of this Agreement.

Tenants in Common. If the Account is designated as tenants in common, upon the death of either Principal, ownership does not automatically pass to the survivor. Each Principal is presumed to own an equal interest in the Account. The interest of the decedent will pass pursuant to the decedent's estate. The interest of the surviving Principal(s) will continue to be held pursuant to the provisions of this Agreement.

20. In the event that Cadence at any time is unable to determine or confirm the proper disposition of the assets in the Account, Cadence may petition a court of competent jurisdiction for a determination by the court of a proper disposition of the assets. The cost of such petition, including any attorney's fees incurred by Cadence, shall be paid from the Account.

21. Any claim, action, dispute or controversy of any kind arising out of or relating to this agreement or concerning any aspect of performance by any party under the terms of this Agreement (a "Dispute") shall be resolved by mandatory and binding arbitration administered by the American Arbitration Association (the "AAA") pursuant to the Federal Arbitration Act (Title 9 of the United States Code) in accordance with this Agreement and the then-applicable Commercial Arbitration Rules of the AAA. Any arbitration shall be conducted by one arbitrator. If the parties fail to designate any arbitration within 10 days after the filing of the Dispute with the AAA, such arbitrator shall be appointed in the manner prescribed by the AAA. An arbitration proceeding hereunder shall be conducted **exclusively** in Houston, Texas. The parties acknowledge and agree that the transactions evidenced and contemplated hereby involve "commerce" as contemplated in Section 2 of the Federal Arbitration Act. If Title 9 of the United States Code is inapplicable to any such Dispute for any reason, such arbitration shall be conducted pursuant to the Texas General Arbitration Act (V.T.C.A., Civil Practice & Remedies Code Section 171.001, et. seq. Vernon 1997), this agreement and the then applicable Commercial Arbitration Rules of the AAA . No award by the arbitrator shall assess consequential, punitive or exemplary damages, but such an award may assess actual costs and expenses and interest on unpaid amounts deemed equitable. The arbitrator shall make specific written findings of fact and conclusions of law. The award of the arbitrator shall be final and binding on each party.

THE PRINCIPAL UNDERSTANDS AND AGREES THAT BY SIGNING THE AGREEMENT, THE PRINCIPAL AND CADENCE ARE WAIVING THE RIGHT TO A JURY TRIAL OR A TRIAL BEFORE A JUDGE IN A PUBLIC COURT.

22. This Agreement constitutes the entire agreement between Principal and Cadence regarding the subject matter of this Agreement, and replaces and supersedes all prior agreements between the parties relating to the same subject matter.

23. This Agreement shall be construed in accordance with the laws of the State of Texas with Principal and Cadence agreeing that all actions regarding this Agreement shall be brought in Harris County, Texas.

24. In the event any provision of this Agreement shall be for any reason illegal or unenforceable, the same shall not affect the validity of enforceability of the remaining provisions.

25. Principal and Cadence hereto further represent that they have each had the opportunity to obtain independent legal counsel before entering into this Agreement.

26. Principal and Cadence further agree that if any other provisions or agreements are necessary to enforce the intent of this Agreement, that both parties will execute same upon request.

27. This Agreement shall be binding upon Principal, Principal's successors and assigns and upon Cadence and Cadence's successors and assigns.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT - To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What that means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

Date:_____

PRINCIPAL

_____

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

Principal's Social Security Number or
Tax Identification Number is:

_____

Date:_____

CUSTODIAN

CADENCE BANK, N.A.

By: _____
Name: _____
Title: _____
Address: 2800 Post Oak Blvd. Suite 3400
Houston, Texas 77056

CERTIFICATION. – Under Penalties of Perjury, Principal hereby certifies that:

1. The number shown on this form is Principal's correct Taxpayer Identification Number (or Principal is waiting for a Taxpayer Identification Number to be issued), and

2. Principal is not subject to back-up withholding either because Principal has not been notified by the Internal Revenue Services (IRS) that Principal is subject to back-up withholding as a result of a failure to report all interest or dividends, or the IRS has notified Principal that Principal is no longer subject to back-up withholding.

CERTIFICATE INSTRUCTIONS. – Principal must cross out item (2) above if Principal has been notified by the IRS that Principal is subject to back-up withholding because of underreporting interest or dividends on Principal's tax return. However, if after being notified by the IRS that Principal was subject to backup withholding Principal received another notification from the IRS that principal is no longer subject to back-up withholding, do not cross out item (2).

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing Custodial Agreement as the Principal, and after being by me duly sworn, acknowledged to me that he/she executed the foregoing Agreement for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 20__.

_____
Notary Public in and for the State of T E X A S

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this day personally appeared _____, on behalf of Cadence Bank, N.A., known to me to be the person whose name is subscribed to the foregoing Custodial Agreement on behalf of the Custodian, and after being by me duly sworn, acknowledged to me that he/she executed the foregoing Agreement for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 20__.

_____
Notary Public in and for the State of T E X A S

EXHIBIT “A”

EXHIBIT “B”

Cadence’s Fee Schedule

CADENCE BANK
Trust & Asset Management

Account Summary Statement

Account Number: **XXXXXX2224**

January 01, 2020 To March 31, 2020

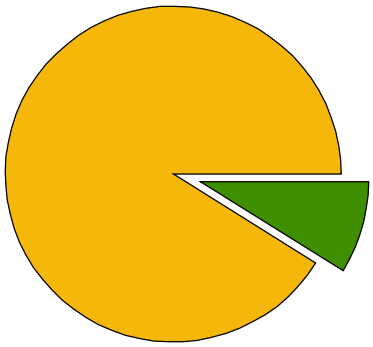
CADENCE BANK
2100 THIRD AVE. NORTH
SUITE 1100 ATTN: NATHAN HURST
VP/ASST CONTROLLER
BIRMINGHAM, AL 35203

Account Name:	SAMPLE
Account Number:	**XXXXXX2224**
Relationship Manager:	**WINSTON MCKNIGHT** **713-871-4099** **winston.mcknight** **@cadencebank.com**
Investment Officer:	**WINSTON MCKNIGHT** **713-871-4099** **winston.mcknight** **@cadencebank.com**
Investment Objective:	**NO AUTHORITY**

Important Information

Welcome to your new Cadence Statement designed with you in mind. Should you have any questions, comments or concerns, please contact your Cadence Trust team or email trust@cadencebank.com.
Thank you.

Your Investement Portfolio Profile



	Market Value	Percent
CASH AND CASH EQUIVALENTS	50,685,142.89	91.0%
FIXED INCOME	5,029,100.00	9.0%
Total	55,714,242.89	100.0%

Account Summary

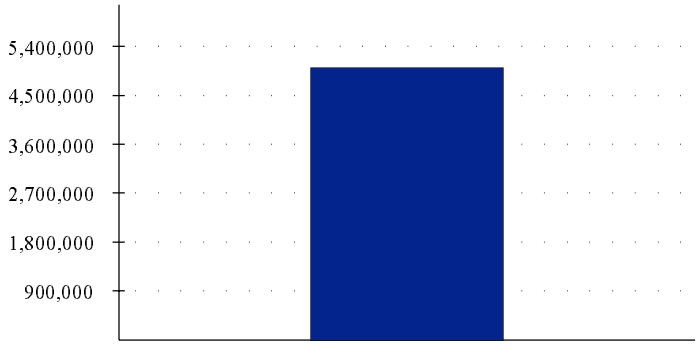
	This Period	Year To Date
Beginning Market Value	**54,713,332.17**	**54,713,332.17**
Taxable Interest	390,778.81	390,778.81
Cash Deposits	43,662,631.93	43,662,631.93
Distributions	43,034,375.00-	43,034,375.00-
Change In Market Value	18,125.02-	18,125.02-
Ending Market Value	**55,714,242.89**	**55,714,242.89**

Statement Of Investment Position

Description	Ticker	Shares	Market Value/ Price	Tax Cost/ Unrealized Gain/loss	Est Annual Income/ Accrued Inc	Current Yield
Cash And Cash Equivalents						
Commercial Paper						
09659BEJ5 BNP PARIBAS SA DISC @1.71% CP 05/18/2020		6,000,000.000	5,991,199.98 99.85	5,965,230.00 25,969.98	104,884.71	1.75
09659BFW5 BNP PARIBAS SA DISC @1.85% CP 06/30/2020		9,000,000.000	8,973,564.48 99.71	8,920,800.00 52,764.48	165,188.57	1.84
09659BGH7 BNP PARIBAS SA DISC @1.84% CP 07/17/2020		7,000,000.000	6,975,010.00 99.64	6,938,777.22 36,232.78	123,460.30	1.77
30229AM48 EXXON MOBIL CORP DISC @ 1.44% CP 12/04/2020		10,000,000.000	9,860,155.60 98.60	9,898,111.11 37,955.51-	141,944.45	1.44
63873JL65 NATIXIS DISC COML PAPER DISC @ 1.58% CP 11/06/2020		7,000,000.000	6,952,516.69 99.32	6,917,971.67 34,545.02	112,557.67	1.62
89233GFW1 TOYOTA MTR CR CORP DISC @ 1.85% CP 06/30/2020		6,000,000.000	5,976,446.16 99.61	5,939,526.67 36,919.49	114,962.32	1.92
89233GHU3 TOYOTA MTR CR CORP DISC @ 1.85% CP 08/28/2020		6,000,000.000	5,956,249.98 99.27	5,918,403.33 37,846.65	111,129.79	1.87
Total Commercial Paper		**Sub-Total**	**50,685,142.89**	**50,498,820.00** **186,322.89**	**874,127.81** **0.00**	**1.72**
Total Cash And Cash Equivalents			**50,685,142.89**	**50,498,820.00** **186,322.89**	**874,127.81** **0.00**	**1.72**

Statement Of Investment Position (Continued)

Bond Maturity Summary



Years To Maturity	Par Value	Percent
LESS THAN 1 YEAR	5,000,000.00	100.0%
Total	5,000,000.00	100.0%

Description	Rating	Par Value	Market Value/ Price	Tax Cost/ Unrealized Gain/loss	Est Annual Income/ Accrued Inc	Current Yield
Fixed Income						
Us Government Obligations						
9128282V1 U S TREASURY NOTE DTD 09/15/2017 1.375% 09/15/2020	AA+	5,000,000.000	5,029,100.00 100.58	4,994,921.88 34,178.12	68,750.00 3,175.95	1.37
Total Us Government Obligations		**Sub-Total**	**5,029,100.00**	**4,994,921.88** **34,178.12**	**68,750.00** **3,175.95**	**1.37**
Total Fixed Income			**5,029,100.00**	**4,994,921.88** **34,178.12**	**68,750.00** **3,175.95**	**1.37**
Total Assets			**55,714,242.89**	**55,493,741.88** **220,501.01**	**942,877.81** **3,175.95**	**1.69**
Total Accrued Inc			**3,175.95**	**3,175.95**		
Grand Total Assets			**55,717,418.84**	**55,496,917.83** **220,501.01**	**942,877.81** **3,175.95**	**1.69**

Transaction Statement

Date	Description	Principal Cash	Income Cash	Cost	Gain / Loss
Beginning Balance		**0.00**	**0.00**	**54,474,706.14**	

Transaction Statement (Continued)

Date	Description	Principal Cash	Income Cash	Cost	Gain / Loss
Taxable Interest					
01/16/20	912796TB5 INTEREST ON 8,000,000 UNITS UNITED STATES TREAS BILLS DTD 07/18/2019 01/16/2020 PAYABLE 01/16/2020	32,960.20			
01/31/20	62478XAX8 INTEREST ON 5,000,000 UNITS MUFG UNION BANK NA DISC @ 2.42% CP 01/31/2020 PAYABLE 01/31/2020	87,388.89			
02/04/20	9128282V1 ACCRUED INTEREST PAID 5,000,000 UNITS U S TREASURY NOTE DTD 09/15/2017 1.375% 09/15/2020	26,820.05-			
02/10/20	89233GBA3 INTEREST ON 5,000,000 UNITS TOYOTA MTR CR CORP DISC @ 2.43% CP 02/10/2020 PAYABLE 02/10/2020	91,125.00			
02/28/20	63873JBU3 INTEREST ON 7,000,000 UNITS NATIXIS DISC COML PAPER DISC @ 0 CP 02/28/2020 PAYABLE 02/28/2020	57,750.00			
03/16/20	9128282V1 INTEREST ON 5,000,000 UNITS U S TREASURY NOTE DTD 09/15/2017 1.375% 09/15/2020 PAYABLE 03/15/2020	34,375.00			
03/16/20	63873JCG3 INTEREST ON 10,000,000 UNITS NATIXIS DISC COML PAPER DIS @ 2.02 CP 03/16/2020 PAYABLE 03/16/2020	68,716.70			
03/26/20	912796SH3 INTEREST ON 8,000,000 UNITS UNITED STATES TREAS BILLS DTD 03/28/2019 03/26/2020 PAYABLE 03/26/2020	45,283.07			
Total Taxable Interest		**390,778.81**	**0.00**	**0.00**	**0.00**
Cash Deposits					
01/06/20	RECEIVED	8,920,800.00			
01/17/20	RECEIVED	12,904,007.22			
02/04/20	RECEIVED	5,021,741.93			
02/13/20	RECEIVED	6,917,971.67			
03/17/20	RECEIVED	9,898,111.11			
Total Cash Deposits		**43,662,631.93**	**0.00**	**0.00**	**0.00**

Transaction Statement (Continued)

Date	Description	Principal Cash	Income Cash	Cost	Gain / Loss
Distributions					
01/16/20	DISTRIBUTION	8,000,000.00-			
01/31/20	DISTRIBUTION	5,000,000.00-			
02/10/20	DISTRIBUTION	5,000,000.00-			
02/28/20	DISTRIBUTION	7,000,000.00-			
03/16/20	DISTRIBUTION	10,034,375.00-			
03/26/20	DISTRIBUTION	8,000,000.00-			
Total Distributions		**43,034,375.00-**	**0.00**	**0.00**	**0.00**
Purchases					
01/06/20	09659BFW5 PURCHASED 9,000,000 UNITS BNP PARIBAS SA DISC @ 1.85% CP 06/30/2020 ON 01/06/2020 AT 99.12 THRU BNP PARIBAS SECURITIES CORP/BOND	8,920,800.00-		8,920,800.00	
01/17/20	09659BEJ5 PURCHASED 6,000,000 UNITS BNP PARIBAS SA DISC @ 1.71% CP 05/18/2020 ON 01/17/2020 AT 99.4205 THRU BNP PARIBAS SECURITIES CORP/BOND	5,965,230.00-		5,965,230.00	
01/17/20	09659BGH7 PURCHASED 7,000,000 UNITS BNP PARIBAS SA DISC @ 1.84% CP 07/17/2020 ON 01/17/2020 AT 99.1254 THRU BNP PARIBAS SECURITIES CORP/BOND	6,938,777.22-		6,938,777.22	
02/04/20	9128282V1 PURCHASED 5,000,000 UNITS U S TREASURY NOTE DTD 09/15/2017 1.375% 09/15/2020 ON 02/03/2020 AT 99.8984 THRU WELLS FARGO SECURITIES, LLC	4,994,921.88-		4,994,921.88	
02/13/20	63873JL65 PURCHASED 7,000,000 UNITS NATIXIS DISC COML PAPER DISC @ 1.58% CP 11/06/2020 ON 02/13/2020 AT 98.8282 THRU BANKER TRUST CO COMMERCIAL PAPER	6,917,971.67-		6,917,971.67	
03/17/20	30229AM48 PURCHASED 10,000,000 UNITS EXXON MOBIL CORP DISC @ 1.44% CP 12/04/2020 ON 03/16/2020 AT 98.9811 THRU CITIBANK	9,898,111.11-		9,898,111.11	
Total Purchases		**43,635,811.88-**	**0.00**	**43,635,811.88**	**0.00**

Transaction Statement (Continued)

Date	Description	Principal Cash	Income Cash	Cost	Gain / Loss
Sales And Maturities					
01/16/20	912796TB5 MATURED 8,000,000 UNITS UNITED STATES TREAS BILLS DTD 07/18/2019 01/16/2020	7,967,039.80		7,967,039.80-	
01/31/20	62478XAX8 MATURED 5,000,000 UNITS MUFG UNION BANK NA DISC @ 2.42% CP 01/31/2020	4,912,611.11		4,912,611.11-	
02/10/20	89233GBA3 MATURED 5,000,000 UNITS TOYOTA MTR CR CORP DISC @ 2.43% CP 02/10/2020	4,908,875.00		4,908,875.00-	
02/28/20	63873JBU3 MATURED 7,000,000 UNITS NATIXIS DISC COML PAPER DISC @ 0 CP 02/28/2020	6,942,250.00		6,942,250.00-	
03/16/20	63873JCG3 MATURED 10,000,000 UNITS NATIXIS DISC COML PAPER DIS @ 2.02 CP 03/16/2020	9,931,283.30		9,931,283.30-	
03/26/20	912796SH3 MATURED 8,000,000 UNITS UNITED STATES TREAS BILLS DTD 03/28/2019 03/26/2020	7,954,716.93		7,954,716.93-	
Total Sales And Maturities		**42,616,776.14**	**0.00**	**42,616,776.14-**	**0.00**
Ending Balance		**0.00**	**0.00**	**55,493,741.88**	**0.00**

DEPOSIT ACCOUNT AGREEMENT

CADENCE BANK

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Welcome to Cadence Bank, N.A., Member FDIC. We appreciate your business and we are pleased you are one of our customers. This booklet contains your Deposit Account Agreement and certain additional disclosure information. Please read this information carefully and keep it with your other financial records.

This Agreement covers any and all deposit accounts (as defined below) you may have with us now, or in the future. By opening your account, by conducting any transaction involving your account, or by maintaining your account after receipt of this Agreement, you agree to the terms in this Agreement and you authorize us to make whatever credit investigation we may deem appropriate including, but not limited to, obtaining your credit report from a credit reporting agency, along with periodic updates in connection with your use and renewal of any product or service issued in connection with your account. This Agreement includes not only this document, but also your signature card, our current service charge and fee schedule, disclosures for interest- and noninterest-earning accounts, and any agreement for any other banking services offered in connection with your account. This Agreement also includes any new or amended terms and disclosures we may provide concerning your account.

We may change this Agreement (including our service charge and fee schedule) at any time. We may add new terms. We may delete or amend existing terms. We may add new accounts and services and discontinue existing accounts or services. We may convert existing accounts and services into new accounts and services. We will ordinarily send you advance notice of an adverse change to this Agreement. However, we may make changes without prior notice unless otherwise required by applicable law. We may, but do not have to, notify you of changes that we make for security reasons or that we believe are either beneficial or not adverse to you. When we change this Agreement, the then-current version of this Agreement supersedes all prior versions and governs your account. If you continue to use your account or keep it open, you are deemed to accept and agree to the change and are bound by the change. If you do not agree with a change, you may close your account as provided in this Agreement.

When we inform you of changes affecting your rights and obligations, we do so by delivering or otherwise making a notice available to you. In some cases, we may post a notice of a change in our banking offices or on our website. Otherwise, we mail the notice to you at the address we currently show for your statement or, if we have agreed on this method, we provide it to you electronically. We may provide a notice as a message on your statement or as an insert with your statement. If a notice of a change to this Agreement is returned to us as being undeliverable or if we stop sending notices to you because notices or statements we previously sent you were returned to us as being undeliverable, you understand that the notices are available to you through our banking offices. You agree to that method of delivery and that changes covered in these notices are still effective and binding on you. A notice sent to any one owner is deemed notice to all account owners and is effective for all account owners. We will provide notices in English. If you have difficulty reading English, please call us at the number for customer service on your statement. Unless otherwise provided in this Agreement, notice from you must be in writing and will be effective upon our receipt at the appropriate internal office provided we have a reasonable opportunity to act upon it.

WE DIRECT YOUR ATTENTION TO ARTICLE H, DISPUTE RESOLUTION. THIS AGREEMENT CONTAINS PROVISIONS FOR BINDING ARBITRATION AND WAIVER OF JURY TRIAL. YOUR ACCEPTANCE OF THIS AGREEMENT INCLUDES YOUR ACCEPTANCE OF SUCH PROVISIONS. IF A DISPUTE ARISES BETWEEN US, YOU OR WE MAY REQUIRE THAT IT BE RESOLVED THROUGH ARBITRATION, RATHER THAN THROUGH JURY TRIAL. FURTHER YOU WILL NOT HAVE THE RIGHT TO BRING OR PARTICIPATE IN ANY CLASS ACTION OR SIMILAR PROCEEDING IN COURT OR IN ARBITRATION.

Unless otherwise expressly agreed in writing, our relationship with you will be that of debtor and creditor. No fiduciary, quasi-fiduciary or other special relationship exists between you and us. Any internal policies or procedures that we maintain in excess of reasonable commercial standards and general banking usage are solely for our own benefit and shall not impose a higher standard of care than otherwise would apply in their absence. There are no third-party beneficiaries to this Agreement.

ARTICLE A: DEFINITIONS

The following terms and definitions apply when used in this Agreement. Some terms used in this Agreement but not defined below have the meaning assigned to them in the Uniform Commercial Code in effect in the state where we maintain your account.

1. **Account or deposit account** – Any type of checking, savings, money market, time deposit or negotiable order of withdrawal (NOW) account to which funds may be deposited. Certificates of deposit and individual retirement accounts (IRAs) are excluded from this definition and are not covered by this Agreement.
2. **Account owner or owner** – Each person named in our records as an account owner with respect to an account, including any conservator, custodian, guardian, trustee or other representative acting in that capacity.
3. **ACH** – Automated clearing house.
4. **ATMs** – Automated teller machines.
5. **Attorney-in-Fact** – An agent designated under a valid power of attorney. Unless prohibited by applicable law, we reserve the right, in our sole discretion, not to honor any power of attorney. An attorney-in-fact representing an account owner does not become an owner of an account and will not have rights in an account at the owner's death as a result of the agent's capacity as an attorney-in-fact.
6. **Agreement** – This document, your signature card, our current interest and service charge schedule, and disclosures for interest and noninterest-earning accounts, along with any new or amended terms and disclosures we may provide concerning your account.
7. **Authorized signer** – Each person who has signed a signature card with respect to an account in any capacity, including any attorney-in-fact, conservator, custodian, guardian, trustee or other representative acting in that capacity.
8. **Available balance** – The balance of funds in your account that is available for immediate withdrawal. Unlike the posted balance, the available balance reflects any holds placed on your account, including the restrictions described in Article K., Funds Availability Disclosure. Your available balance may be more or less than the amount of your posted balance, but does not include any credit available under any overdraft protection line of credit you may have.
9. **Business days** – Monday through Friday, excluding Federal Reserve Bank holidays. Please note that we may switch from one business day to the next business day before the end of the calendar day and while a banking center is still open. Hours of the business day for an ATM or a banking center are available at the ATM or banking center and are subject to change from time to time at our discretion.
10. **Dormant account** – A dormant account is an account which is considered abandoned or inactive under the law of the state where we maintain the account. For more information, see Article I., Section 3, Unclaimed Property – Accounts Presumed Abandoned or Inactive.
11. **Item** – A check, substitute check, draft, withdrawal order, payment order, or other similar instrument, order or instruction, whether oral, written or electronic, either for the deposit of funds to your account or the payment of funds from your account. Items include debits and credits for point-of-sale, ATM and Check Card transactions.
12. **Joint account** – A deposit account with more than one account owner including one of the following three types: (i) a joint account with right of survivorship so that, at the death of an owner, ownership of the account passes to the surviving owner(s), and not to the deceased owner's estate; (ii) a joint account with right of survivorship and payable on death by designating one or more beneficiaries of the account, so that at the death of the last surviving owner, ownership passes to payable on death beneficiaries and is not part of the last surviving owner's estate; or (iii) joint account without right of survivorship, so that at death of any owner, the deceased owner's ownership interest passes as part of a deceased owner's estate. Joint accounts will be presumed to be with right of survivorship (type (i) above) unless applicable law requires that you make an affirmative designation in order for right of survivorship status to apply.
13. **Posted balance** – The balance of funds in your account based solely on items that have been posted as credits or debits to your account. Unlike the available balance, the posted balance does not reflect any holds placed on your account. Your posted balance may be more or less than the amount of your available balance, but does not include any credit available under any overdraft protection line of credit you may have.
14. **Service charges** – Any charge, fee or similar amount due to us, whether for a service we may provide or for a particular condition or status of your account or any item relating to your account, which has been disclosed by us in this Agreement or in any schedule of service charges provided to you separate from this Agreement. Other charges, fees and similar amounts due to us, but not disclosed in this Agreement, may apply under other agreements you may have with us.

15. **Substitute check** – A paper reproduction of an original check that (i) contains an image of the front and back of the original check; (ii) bears a MICR line containing all the information appearing in the MICR line of the original check at the time the original check was converted to an electronic image; (iii) conforms in paper stock, dimension and otherwise with industry standards; (iv) includes a legend stating," This is a legal copy of your check. You can use it the same way you would use the original check."; and (v) is suitable for automated processing in the same manner as the original check.
16. **UCC** – The Uniform Commercial Code as adopted by the state whose law applies to your account.
17. **We, our, ours, us, Cadence, Cadence Bank** – Cadence Bank, N.A., or any other affiliate bank of Cadence Bancorp, LLC.
18. **You, your and yours** – As the context may require, any person or entity in whose name the account is maintained according to our records, and/or any person or entity that uses the account or is authorized to transact business on the account, by any means whatsoever, including electronically, whether such authority is evidenced by signature cards, organizational resolutions, or otherwise, and/or any person or entity that has a beneficial interest in the account, and/or any such person's or entity's heirs, assignee or successor in interest to the account, including such person's estate, survivors and beneficiaries.

    Other definitions may appear within the remaining text of this Agreement. Unless the context clearly requires otherwise, a singular term includes the plural and vice versa, and a word of one gender includes the other. "Such as" and "including" mean the terms that follow are merely examples and are not intended to limit the possibilities.

ARTICLE B: GENERAL ACCOUNT TERMS

1. **New Account Opening Identification.** To help the government fight the funding of terrorism and money laundering activities, federal law requires us to obtain, verify, and record information that identifies each person who opens an account. For these reasons and for our internal purposes, when you apply for an account, we will ask for your name, address, date of birth, taxpayer identification number and other information that will allow us to identify you. We may also ask to see your driver's license, Passport or other identifying documents. If you are a nonresident alien, we will record your Passport number, the name of the country that issued the Passport and your foreign address. We will accept a post office box only as a mailing address. If you are a business, we may ask you for your organizational documents and other documentation showing your existence as a legal entity, plus information regarding your officers, directors, authorized signers, account owners, controlling shareholders and others.
2. **New Account Verification; Fair and Accurate Credit Transactions Act.** You authorize us to investigate or reinvestigate at any time any information provided by you in connection with your application for or use of any account. These methods may include requesting reports from credit bureaus, consumer reporting agencies or public databases; checking references with other financial institutions; reviewing financial statements; engaging a third party service to verify and obtain information concerning you; and any other method permissible under applicable law. We may also report the status, history and/or closure of your account to such third party service. During our relationship with you, we may from time to time report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.
3. **Tax Information.** The Internal Revenue Service (IRS) requires us to obtain the taxpayer identification number (TIN) applicable to the account. For individuals, this is your Social Security Number or Individual Taxpayer Identification Number; for legal entities, this is your Employer Identification Number. If you are a sole proprietor or a single-owner limited liability company, you may use your social security number or employer identification number. When you apply for an account, you are required to certify under penalty of perjury that the TIN provided is correct and whether you are exempt from IRS reporting and withholding. If you do not give us a certified name and TIN, if the IRS notifies us that the name and TIN you gave us is incorrect or if the IRS notifies us that you failed to report all your interest on your tax return, we are required to withhold a percentage of the interest earned on the account, referred to as "backup withholding," and pay it to the IRS. Backup withholding is not an additional tax. You may claim amounts withheld and paid to the IRS as a credit on your federal income tax return.

    If you are a nonresident alien individual or entity, you are generally exempt from information reporting and backup withholding, with certain exceptions. For an account to be classified as a "nonresident alien account," all owners of the account must certify their foreign status at the time of the account is opened. You must also provide the address of your permanent foreign residence or the entity's principal foreign office on the Form W-8. Nonresident aliens must recertify their foreign status every three (3) years. If any owner does not certify their foreign status, your interest payments are subject to backup withholding.

    We comply with Foreign Account Tax Compliance Act (FATCA) as mandated by U.S. federal law. We will withhold on certain payments when required by such law. For more information or to determine how this information applies to you, consult your U.S. tax advisor.
4. **OFAC Compliance.** The Department of Treasury's Office of Foreign Assets Control (OFAC) administers and enforces economic sanctions programs implemented by the government. We are required to comply with all OFAC sanctions, which may include rejecting or blocking transactions or funds of certain individuals and entities. Such restrictions may include transactions involving the governments of or citizens of Cuba, Burma, Myanmar, Iran, Sudan, or other countries as designated by OFAC in the future. By opening an account with us, you agree and affirm that you are not a prohibited individual or entity under any of the sanctions programs administered or enforced by OFAC. You agree that we can freeze and/or reject any transaction we reasonably believe violates any of the OFAC sanctions programs or our policies or procedures. You acknowledge and agree that any transaction to or from your account may be delayed or suspended and that a hold may be placed on your account while a transaction is reviewed for possible violations of any of the OFAC programs and that we will have no liability for any such delays, suspensions, holds and/or any resulting unavailability of funds.

5. **Authorization to Pay and Debit the Account.** You authorize us to pay or withdraw funds from the account, without any notice to you, on the order of any account owner or authorized signer or on the order of any personal representative of any account owner (even if appointed in a state or country other than the one in which we maintain your account). You authorize us to honor orders to pay or withdraw funds received by us from any of these persons in writing, orally, or electronically (including by telephone).
6. **Multi-Party Accounts.** You appoint all other account owners and authorized signers of your account as your attorneys-in-fact and/or duly authorized agents for all purposes relating to your account including, but not limited to, endorsing items for deposit or collection (even if payable to another owner or payable jointly to more than one owner), stopping payment, making deposits, making withdrawals, obtaining account information, making transfers from the account, closing the account, or pledging or assigning the account. You authorize us to honor instructions received by us from any such person, whether such instructions are written, oral (including by telephone) or electronic. A withdrawal from your multiple party account by any account owner or authorized signer will discharge our obligation to you with respect to the amount withdrawn, regardless of the source or ownership of the funds in the account. Any account owner of a multiple party account may add a new owner or authorized signer to the account. We may require a new signature card before any change in ownership or authorized signers becomes effective. We may, but are not required to, honor a request by you to prevent a withdrawal or transfer by any other account owner or authorized signer or to remove another account owner or authorized signer from the account. A service charge may apply if we honor the request, and you agree to indemnify us and hold us harmless from any loss or damage to you or anyone else that results from our honoring the request. You may be asked to sign additional documents or agreements in connection with the request. A notice sent to one owner is effective for all. You guarantee the signature of each owner. You will be responsible for any liability, such as an overdraft, a service charge, or a refund to the government of a direct deposit, even though caused by another owner or authorized signer. Unless noted otherwise on the signature card, the account is owned jointly with right of survivorship and not as tenants in common. If one owner dies, we treat the surviving owner(s) as owner(s) of the full balance. If noted on the signature card that ownership is as tenants in common or without survivorship, we treat the surviving owner(s) and personal representative of the deceased as owners. Their shares will be equal unless we have agreed otherwise in writing. Only a married couple may own the account as tenants by the entirety, and only if noted on the signature card. If one spouse dies, we treat the survivor as the sole owner of the account. If the couple divorces, we treat them as owners jointly with right of survivorship. You agree to notify us immediately after you learn of the death or declaration of incompetence of any owner of the account.
7. **Payable on Death Accounts.** Subject to any state-specific rules that may be applicable to your account and are disclosed in the signature card or in this Agreement, you may, without a trust document, designate an account to be payable on your death to a designated beneficiary or beneficiaries. Such accounts are generally known as payable on death ("P.O.D."), in trust for ("ITF"), as trustee for ("ATF"), or "Totten" Trust accounts (collectively, "P.O.D. Accounts"). You are solely responsible for meeting the terms of applicable state law in establishing such accounts including, without limitation, any titling requirements. We make no representations as to whether the use of a P.O.D. Account designation is appropriate for the person(s) establishing such an account. Any such designation should be made only after consulting with an attorney or other qualified estate planning professional. P.O.D. Accounts belong to you during your lifetime and, until your death, the beneficiary(ies) has no interest in the account and may not access the account. Upon your death, or if there is more than one joint owner, upon the death of the last surviving co-owner, all the funds in the account shall be owned in equal shares by the person(s) then living who are named as beneficiary(ies). At our option, we may pay the funds in the account in equal shares to the person(s) then living who are named as beneficiary(ies) or pay the funds by issuing a check in the name of all living beneficiaries and giving the check to any one beneficiary, subject to our right of setoff and security interest. The money in the account will not be inherited by your heirs or controlled by your will. Certain state law restrictions may apply. We have no obligation to notify any beneficiary of the existence of any account or the vesting of any interest in any account. If an owner pledges a P.O.D. account as collateral for an obligation, the pledge prevails over any rights of any beneficiary. Any such pledge is deemed to be a pledge by each owner of the account and each owner hereby consents to such pledge.
8. **Uniform Transfer to Minors Act (UTMA) Accounts.** If the account is noted on the signature card as established under the Uniform Transfers to Minors Act (UTMA), you understand that there can be only one custodian and one minor per account unless state law or jurisdiction where the account exists allows differently. No other parties are permitted. Your responsibility to us under this agreement will not be limited to the amount in the account. A deposit of money for the benefit of a minor named as a beneficiary of a UTMA account is irrevocable, will be considered made in accordance with the provisions of applicable state statutes governing uniform transfers to minors, and shall include all interest earned on the account.
9. **Fiduciary Accounts.** To the maximum extent permissible under applicable law, we have no responsibility or obligation to supervise or monitor the transactions within fiduciary account (including, but not limited to, estate accounts, guardianship accounts and trust accounts), or to inquire as to the power or duties of the depositor(s). The depositor(s) in their individual capacity and joint and severally, agree to indemnify and hold us harmless from and against any and all loss, costs, damage, liability, or exposure, including reasonable attorney's fees, we may suffer or incur arising out of any action or claim by any beneficiary or other party with respect to the authority or action taken by the depositor(s) in handling or dealing with a fiduciary account.
10. **Business/Organization Accounts and Authorized Representatives.** We may rely on the classification and form of ownership for a business account, as set forth on the signature card, for all purposes relating to the account. You represent and agree that (a) you have taken all actions necessary to open and maintain the account, (b) all resolutions or other authorizations given by you to us are true, (c) all assumed or fictitious names have been registered or filed with the appropriate governmental authorities, and (d) each person

whose name is written or printed on the signature card, any resolution or other separate written authorization concerning the account has complete authority involving the account. An "authorized representative" is (a) a representative of the business or organization who has been identified to us as being authorized to sign checks on, make withdrawals from, or otherwise give instructions with respect to your account and has signed a signature card for the account, or (b) a person who has been authorized to obtain account information but may not sign checks. You agree that each authorized representative, except for those who have not been given signing authority by the business or organization but have the authority to obtain information, shall have full authority, subject to the provisions of any signature card or supporting documents, for all actions relating to your account including, but not limited to, making deposits, making withdrawals, endorsing of checks, closing the account, stopping payment, assigning the account, or overdrawing the account. Any one of the authorized representatives may write checks and/or withdraw money from your account unless the signature card clearly says that more than one authorized representative must sign a written withdrawal order. We may rely on any resolution and/or certification submitted by a party purporting to be an officer, director, member or partner of a business or organization and may act upon such document and instructions therein. You will be liable for any deficiency in your account regardless of which authorized representative is responsible for its occurrence.

11. **Special State Provisions and Disclosures.** The following provisions apply to accounts in the states indicated and supplement the other terms and conditions of this Agreement. In the event the following provisions conflict with the other terms and conditions of this Agreement, the following provisions shall control with respect to accounts in the states indicated.

    Florida Account Disclosures. If your account is in Florida and is in your name and your spouse's name, we will treat it as a joint tenant account with right of survivorship and not as an account of tenants by the entirety, unless otherwise expressly designated on the signature card or other account records.

    Tennessee Account Disclosures. If your account is in Tennessee, all joint accounts are owned by the parties as they have indicated upon the signature card for such account. Upon the death of any joint owner, the ownership of the joint account shall be vested in accordance with the form of ownership so chosen by the parties. In regards to public funds accounts, any qualified public entity of the State of Tennessee that opens a public funds deposit account shall have its deposits secured with the State of Tennessee Bank Collateral Pool established under The Collateral Pool for Public Deposits Act of 1990. A "public entity" is defined as the State of Tennessee, or any of its agencies, or any Tennessee county, Tennessee incorporated municipality and their political subdivisions, or any utility district organized under the laws of the state or interstate compact to which the state is a party. A "public funds deposit account" is defined as any deposit account a public entity opens with us.

    Texas Account Disclosures. These additional rules apply to accounts in Texas depending on the form of ownership and beneficiary designation, if any, specified in the account records. The following provisions may supplement or supersede the other provisions of this Agreement relating to any of your accounts for which you have designated one or more additional account owners and/or beneficiaries. We make no representation as to the appropriateness or effect of the ownership and beneficiary designations. Single-Party Account without Payable on Death Designation: The party to the account owns the account. On the death of the party, ownership of the account passes as part of the party's estate under the party's will or by intestacy. Single-Party Account with Payable on Death Designation: The party to the account owns the account. On the death of the party, ownership of the account passes to the P.O.D. beneficiaries of the account. The account is not a part of the party's estate. Multiple-Party Account without Right of Survivorship (Community Property Funds): If you have designated your account as a community property account without right of survivorship, the money in your account is the community property of the named parties who are husband and wife. The ownership of the community property account during the lifetime and after death of a spouse is determined by state law and may be affected by a will. Multiple-Party Account with Right of Survivorship: The parties to the account own the account. The financial institution may pay any sum in the account to a party at any time. On the death of a party, the party's ownership in the account passes to the surviving parties. Multiple-Party Account with Right of Survivorship (Community Property): Texas law allows a husband and wife to agree in writing that community property funds in an account shall become the property of the surviving spouse on the death of either spouse. If the parties to the account have community property funds and desire to have right of survivorship in those funds, they will need to select the appropriate designation on the forms establishing the account; however, you should consult your attorney for advice regarding community property laws, including, but not limited to, formalities of the agreement creating a right of survivorship in community property and the division of property at the death of either spouse. Multiple-Party Account without Right of Survivorship and Payable on Death Designation: The parties to the account own the account in proportion to the parties' net contributions to the account. The financial institution may pay any sum in the account to a party at any time. On the death of the last surviving party, the ownership of the account passes to the payable on death beneficiaries. Convenience Account: The party to the account owns the account. The cosigner to the account may make account transactions for the party. The cosigner does not own the account. On the death of the party, ownership of the account passes as a part of the party's estate under the party's will or by intestacy. The financial institution may pay funds in the account to the cosigner before the financial institution receives notice of the death of the party. The payment to the cosigner does not affect the party's ownership of the account. Revocable Trust Account: The party or parties named trustee(s) to the account own the account in proportion to the party's or parties' net contributions to the account. A trustee may withdraw funds from the account. A beneficiary may not withdraw funds from the account before all trustees are deceased. On the death of the last surviving trustee, the ownership of the account passes to the beneficiary.

12. **Assignment of Account.** No pledge, assignment, or other transfer of any account, whether by gift or otherwise, shall be binding on us unless acknowledged by us in writing. Unless we agree otherwise in writing, the account will remain subject to our rights of set off even after we receive notice of the transfer. We are not required to accept or recognize an attempted assignment of your account or any interest in it, including a notice of security

interest, except as required by law. We may assign this Agreement and/or any or all of our rights hereunder, or delegate any or all of our responsibilities hereunder, to any third party or parties in our discretion and without notice to you, subject to the requirements of applicable law. Subject to the foregoing, this Agreement shall be binding on the parties hereto and all of their respective heirs, personal representatives, successors and assigns.

13. **Account Transferability.** Accounts are transferable only on our records. We reserve the right not to acknowledge or accept any attempted transfer of an account.

14. **Powers of Attorney.** We may, but are not required to, honor orders and instructions concerning your account by an attorney-in-fact for any account owner or an authorized signer, or by a personal representative of an account owner. You should notify us in advance if you plan to use a power of attorney involving your account. We may require that a power of attorney be executed on a form acceptable to us, that the power of attorney contain language satisfactory to us and that otherwise complies with applicable law. If your state has a statutory form power of attorney, we also generally accept that form. We may require such other evidence of authority, as well as affidavits and indemnifications, as we may deem appropriate and may require that the attorney-in-fact present the original power of attorney before we honor the orders or instructions of the attorney-in-fact. We may further restrict the types and dollar amount of transactions an attorney-in-fact may conduct. We may terminate acceptance of a power of attorney at any time and for any reason and without notice to any account owner or other person. If we honor the orders of the attorney-in-fact, account transactions conducted by the attorney-in-fact and the instructions and orders of the attorney-in-fact are binding on all account owners. If we accept a power of attorney, we may continue to recognize and honor the authority of the attorney-in-fact until we receive and have had a reasonable time to act on: (i) written revocation or termination of the power of attorney; (ii) written notice of the death of the principal of the power of attorney; (c) in the event the power of attorney does not survive the disability, incompetency or incapacitation of the principal under applicable law, written notice that the principal has been declared disabled, incompetent or incapacitated; or (d) any other notice, as provided under applicable law. We assume no duty to monitor the actions of your attorney-in-fact to ensure that (s)he acts for your benefit. Unless otherwise provided in applicable state law, we will not be liable to you for our refusal to allow a transaction request by an agent or attorney-in-fact and you agree to indemnify and hold us harmless should any agent or attorney-in-fact make any claim against us for our refusal to conduct a transaction on your behalf.

15. **Service Charges; Other Charges.** You agree to pay any service charge that applies to your account or the services described in or incorporated into this Agreement. Service charges may include, but are not limited to, charges for check printing, check writing, stop payment orders, notices of post-dated items, cashier's checks, overdrafts, ACH entries, wire transfers, investigation, research and insufficient funds checks, other items, point-of-sale transaction authorization requests and other electronic transactions. You acknowledge that you have been provided our current service charge schedule and, if applicable, interest rates for your account. You agree that all service charges and any interest rates applicable to the account may be changed by us from time to time. You agree that we may debit from your account, even if your account is dormant, abandoned, or unclaimed, without any further notice or demand, all service charges applicable to your account, as well as charges for the purchase of checks, drafts, and other products or services ordered by you from or through us. We shall not be liable for failing to pay any item presented against your account if the available balance is insufficient to pay the item, even if the insufficient available balance results solely from debiting service charges from your account.

16. **Interest; Interest Reporting.** Interest will be paid on interest-bearing accounts at the times and at the rates adopted from time to time by us. On each interest payment date, interest will be paid only if, on that date, the ledger balance for the account is equal to or more than the minimum amount required by us in order for you to receive interest on that account. At any time and without prior notice to you (except where prior notice is required by law), we may change these rates and minimum ledger balance amounts or discontinue the payment of interest. The originally effective interest rates and required minimum ledger balance amounts are shown on the interest schedule provided to you at the time you opened your account, and a schedule containing current interest rates and required minimum ledger balance amounts is available to you upon request. Interest paid to you is reportable to the Internal Revenue Service as having been received by the first account owner shown on the signature card maintained for the account. We may be required to withhold a portion of your interest payment and remit it to the Internal Revenue Service.

17. **Illegal Transactions.** You agree that you will not use your account for any transaction that is illegal in the jurisdiction where you live, in the jurisdiction where the transaction is consummated, or in any other jurisdiction affected by the transaction. You agree that it is your responsibility to determine the legality of each of your transactions in all applicable jurisdictions before entering into the transaction. You acknowledge and agree that we have no obligation to monitor, to review, or to evaluate the legality of transactions on your account. You also agree that you will not use your account in connection with any Internet or online gambling transaction, whether or not gambling is legal in any applicable jurisdiction. We reserve the right to refuse or return any item that we believe is related to an illegal transaction, an Internet or online gambling transaction or a high-risk transaction. To the fullest extent permitted by law, you agree to pay for any item that you authorized, even if the transaction related to that item is determined to be illegal.

18. **Closing Your Account.** Either you or we can close your account at any time, for any reason or for no reason, without advance notice. If we close your account, we will notify you by mail or telephone that we have closed your account. We may (but do not have to) mail you a check for the balance of the available funds in your account, or you may pick up a check for the available balance at our office. Written notice that the account has been closed and a check, if any, will be sent to any address on our records for you, or if the account is a multi-party account, any depositor to whom we elect to send it. We may deliver the remaining balance in any business or organization account to any authorized representative listed on our records for the business or organization. Once we have closed your account, we can, without any liability to us: (a) refuse to

honor any items you have written that are presented to us for payment after we have closed your account; (b) refuse to collect any item you have deposited in the account; (c) assess any service charge otherwise applicable against any remaining balance in your account; and (d) retain all funds in the account until we are reasonably satisfied that the time for items to be returned to us has lapsed and that all remaining funds are collected. We, however, may accept deposits to an account after it is closed in order to pay any service charges due and any amounts outstanding and unpaid. Acceptance of any deposit does not require us to reactivate the account. We reserve the right to charge an early-account-closing fee when applicable. If you wish to close your account, be sure that all the checks you have written have cleared. We suggest you not write checks for at least fifteen (15) days before you close your account. When an account is closed during a statement cycle, we may not pay interest on the account for the period between the end of the last statement cycle and the account closing date.

19. **Helping to Prevent Fraud.** Check fraud and identity theft are big problems for both banks and their customers. To help you protect your account, you should consider using some or all of the following preventative measures:
    - Safeguard critical identity information such as your deposit account number;
    - Safeguard checkbooks, unused checks, electronic access devices, ATM and check card PIN numbers, and facsimile signature machines;
    - Reconcile your account statements as you receive them and review your transaction activity for unexpected fluctuations;
    - Do not provide financial and other personal identifying information in response to any unsolicited phone calls, letters or email;
    - Review checkbooks, unused checks and account statements for unauthorized activity upon any suspicion that checks may have been lost or stolen;
    - Closing your account immediately upon discovery of any known or suspected unauthorized debits.

You agree to call our Customer Service Department immediately at 1-800-636-7622 if you suspect or discover any fraudulent activity or unauthorized transactions in your account and you agree to cooperate with us to mitigate the effect of any fraudulent or criminal activity effecting your account and to recover any losses you or we may incur as a result of fraudulent or criminal activity.

ARTICLE C: ACCOUNT STATEMENTS

1. **Periodic Account Statements.** We will provide you periodic account statements for your account(s). Each account statement will show the transactions that occurred in the time period covered by the statement. The account statement will describe each transaction by item number (where appropriate), amount, and date of debit or credit. For certain types of accounts, the periodic statement may be accompanied by the items or an image of those items listed on the statement, unless the item or an image of the item is unavailable for any reason. For checking and money market accounts we provide you with a monthly statement cycle. For savings accounts we provide you with a quarterly statement, unless you have an electronic fund transfer (such as a direct deposit or an ATM withdrawal) to or from your account during any month, then a statement will be provided for that month. We reserve the right to specify another statement interval period when you open your account or thereafter. To reduce the number of statements you receive each month, we may combine statements if you have more than one account. If you do not want your statements combined, you can opt-out by going into a bank branch or calling the number on your statement. If we comply with the foregoing provisions, you agree that the statement and items all have been made available to you in a reasonable manner. We will not be responsible for any indirect, special or consequential damages under any circumstances for our inability to provide copies of checks. Our liability, if any, will not exceed the face amount of the check in question.
2. **Mailing and Availability.** Periodic statements, cancelled checks (if applicable to your account), and written notices of dishonor or return of unpaid deposited items, or any other notice or communication, may be mailed to you at the address shown in our records or a forwarding address for you if one is on file with the U.S. Postal Service. However, we will not mail any account information to an address that the U.S. Postal Service has informed us is "undeliverable" or otherwise invalid. We use reasonable efforts to maintain the first statement(s) returned as undeliverable for sixty (60) days, or such longer period of time as may be required by applicable law, after which time we may dispose of the statement and original items. However, we retain printable versions of your account statements for seven (7) years, or longer periods as may be required by applicable law. You agree to give us written notice of any change of your address. You are responsible for any communication and statements we send to the most recent address you have provided us. All statements and other notices or communications may be delivered to you electronically if you have agreed to receive such notices and communications electronically. Notify us promptly if you do not receive your statement by the date you normally would expect to receive it. We may, but are not required to, change the address for you in our records if the U.S. Postal Service notifies us of a new address for you, and you waive any and all claims against us that arise in connection with any mail forwarded to you or sent to an address for you supplied by the U.S. Postal Service. Any account owner or authorized signer may change the mailing address for your account. Notice to one account owner shall constitute notice to all joint account owners in a joint account. We may make statements and all other communications available to you by holding or delivering any such communications at your express instructions. If we hold statements or notices to you at your request or if you fail to provide us with a current address, all statements and notices will be deemed sent to you when they are prepared (for held statements), mailed (for returned mail) or otherwise made available to you.
3. **Errors; Unauthorized Transactions and Forgeries.** Our records regarding your accounts will be deemed correct unless you timely establish with us that we made an error. It is essential that any account errors (including missing deposits), unauthorized transactions, alterations, unauthorized signatures, forgeries, encoding errors, posting errors (such as debits or credits posted twice, debits posted as credits or credits posted as debits), or any other improper transactions on your account (collectively, "exceptions")

be reported to us as soon as reasonably possible. Otherwise, we may not be liable for the exceptions. You agree that you will carefully examine each account statement or notice you receive and report any exceptions to us promptly after you receive the statement or notice. You agree to act in a prompt and reasonable manner in reviewing your statement or notice and reporting any exceptions to us.

If you fail to comply with your duty to examine your account statements or notice and report any exceptions to us, in addition to any and all other rights and remedies available to us, we shall have the defenses contained in § 4-406 of the UCC, as amended, as adopted in the state in which your account was established. In addition, if your claim involves a series of items containing unauthorized signatures or alterations by the same wrongdoer, you shall be precluded from asserting against us any unauthorized signature or alteration by the same wrongdoer on any item paid in good faith on or after thirty (30) calendar days after the first account statement describing the first altered or unauthorized item was sent or made available to you. By this provision, you and we intend to define a reasonable time period for the examination of account statements for purposes of the "repeater rule," or the "same wrongdoer rule" as provided in § 4-406(d) of the UCC.

Without regard to the care or lack of care of either you or us, if you do not report an exception to us within thirty (30) calendar days after we send or make available to you the account statement, notice or item, you agree that we will not be liable to you for any loss you suffer related to that exception. This means that, if you do not report exceptions to us within thirty (30) days after we send or make available the statement, notice or item to you, we will not reimburse you for any loss you suffer including, but not limited to, any amounts lost as a result of: paying any unauthorized, forged, or altered item, or paying any other item altered or forged by the same wrongdoer if we paid the other item before we received notice of any of these exceptions from you. This absolute preclusion applies: (a) to each item that you fail to report within thirty (30) calendar days; and (b) regardless of the legal theory you assert. By this provision, you and we intend to shorten the absolute statutory preclusion period for unauthorized signatures and alterations specified in § 4-406(f) of the UCC and to establish a contractual condition precedent for reporting exceptions involving unauthorized or missing endorsements. Except as provided by applicable law, you also agree that we will not be required to reimburse you for any exceptions caused by your own negligence.

Except for electronic funds transfers for consumer accounts as discussed in Article J below or unauthorized debits involving substitute checks as discussed in Article L below, you must report exceptions within thirty (30) calendar days of the date we send or make available to you the account statement, notice or items, failing which you will be precluded from asserting the exception against us, even if we fail to exercise ordinary care in the transaction.

4. **Record Retention.** We will retain any item paid on your account for a period of fifteen (15) business days from the date the item posts to your account. We will retain copies of those items for seven (7) years.

ARTICLE D: PAYMENT OF ITEMS; ACCOUNT TRANSACTIONS

1. **Signatures; Facsimile Signatures.** We may rely on each signature on a signature card for the account or on prior authorized items in all transactions connected with the account. We are not required to act upon instructions received by fax transmission, voice mail or e-mail. If you use a facsimile signature or other mechanical or electronic device for signing or authenticating items drawn on your account, you assume the entire risk that the facsimile signature or device may be used improperly or by an unauthorized person. We will not reimburse you or any other person for items drawn in this fashion by any unauthorized person or by any person who exceeds his or her authority to do so, and we may honor all of these type items presented to us. You agree to indemnify and hold us harmless from all losses resulting from our honoring an item in any instance in which the item bears or purports to bear a facsimile signature resembling a signature on file with us, regardless of by whom or by what means the actual or purported signature was affixed to the item. You agree that signatures by your authorized agents (e.g., persons acting under a power of attorney) are valid, even if the principal-agent relationship is not indicated on the check or instruction.
2. **Check Signature Verification.** We process checks mechanically, based on the information encoded on the items. Although we may review checks from time to time, you understand that reasonable commercial standards do not require us to do so.
3. **Items Not Bearing Your Signature.** If you give information about your account to a third party who represents to you that, in the ordinary course of business, it will present unsigned items, remotely created checks or demand drafts (i.e., items which do not bear your actual signature, but purport to be drawn with your authorization) for payment or initiate transfers from your accounts, then any item initiated by that person will be deemed authorized by you, even though they do not contain your signature and may exceed the amount you authorized to be charged, and may be charged to your account. This provision shall not obligate us to honor such items. We may refuse to honor such items without cause or prior notice, even if we have honored similar items in the past. You assume the entire risk that the information you furnished may be used improperly or by an unauthorized person. We will not reimburse you or any other person for items drawn in this fashion by any unauthorized person or by any person who exceeds his or her authority to do so, and we may honor all of these type items presented to us.
4. **Order of Payment.** We reserve the right to process and post items to your account in any order we determine and to change the order in which we generally process and post items to your account at any time and from time to time without notice to you. The order in which we presently process and post items to your account is explained in detail below; however, we generally process and post items to your account in certain transaction types or categories first (e.g., closing withdrawals, certified check debits, credit reversals, debit memos, returned deposited items, debit transfers) prior to processing and posting items in other transaction types or categories (e.g.,

checks) even if such posting results in either an insufficient balance in your account to pay one or more other items that otherwise could have been paid out of your account, or a larger number of items subject to nonsufficient funds fees, overdraft fees or other service charges.

We process and post items to your account in the evening on each business day except for those transaction types or categories identified below. Posting an item affects your posted balance, which is the balance of funds in your account based solely on items that have been posted as credits or debits to your account and does not reflect any holds for pending transactions. The available balance is the amount you have in your account at a particular time that is available for immediate withdrawal or to cover other debit items. The available balance represents the difference between the posted balance and any account activity that has not yet posted to the account and for which there is a hold for a pending item (e.g., a debit card transaction which we preauthorized for an amount not specific to your purchase such as a "pay-at-the-pump" transaction). A pending item is a debit or a credit which we have received, but have not yet settled and posted.

Since we post items in the evening on each business day, funds from deposits made after the close of business on a Friday may not be available to cover purchases you make by debit card over the weekend. Currently, we post items in the following order for the following transaction types or categories:

(i) First, we credit your account for any deposits or other credits received.

(ii) Next, we post credits, and then debits for bank-initiated transactions such as the following: account closing withdrawals; debits for official checks; credit reversals and debit memos for account corrections or payments for loans you have with us; charged-back items which are items you deposit to your account that are subsequently returned by the paying bank unpaid and "charged back" to your account; and debit adjustments to your account for interest paid. Also, internal debit transfers initiated by you which are debit transfers you make either online, by ATM or by telephone, from one of your accounts with us to another of your accounts with us.

(iii) Then, we subtract debits for electronic transactions and cash withdrawals, which include the following: checks you write that a payee cashes over-the-counter with one of our tellers; cash withdrawals you initiate using your ATM card or debit card; point-of-sale transactions you initiate using your debit card and a personal identification number; debit transactions you initiate using your checkcard and by providing a signature; ACH transactions you initiate; and over-the-counter cash withdrawals initiated by you using a personal or counter check.

(iv) Then, we subtract debits for paper checks you write which are presented to us for payment against your account.

(v) Finally, we subtract service charges.

Within each transaction type or category described in subsections (i), (ii), (iii) and (v) above, we currently post items in order of ascending amount. This means we will pay the item for the smallest dollar amount first, then the item for the second smallest dollar amount and so on. Within subsection (iv) above, we currently post items in order of ascending serial number. For instance, check number 1231 will be paid before check number 1233 and so on.

You will be responsible for the payment of any service charges which are imposed as a result of our posting process as described above. If we pay any item which results in an overdraft in your account, you agree to pay us for the amount of the overdraft and to pay our overdraft or nonsufficient funds fee then in effect. If we return any item which would have overdrawn your account if the item had been paid, you agree to pay our returned item fee then in effect. An overdraft, nonsufficient funds or returned item fee may result from any item presented against insufficient funds in your account, including a check, in-person withdrawal, ATM withdrawal, debit card transaction, or withdrawal by any other manual or electronic means whatsoever. We may charge the amount of any overdraft and/or overdraft, nonsufficient funds, or returned item fee to any account you have with us. All fees are set forth in our service charge schedule. There is no policy regarding the order of payment of items which is favorable to you in every instance. By paying items which are for the smallest dollar amount first, you may have fewer nonsufficient funds fees or overdraft fees, but items for the largest dollar amounts (which may be more important items to you such as rent or mortgage payments) might not be paid.

As you use your account, you should bear in mind that modern payment systems may be more likely to process transactions in real-time order. In such a processing environment, if you do not wish to incur overdraft, nonsufficient funds, or returned item fees when you write a check or initiate a transfer, you should make sure your account contains sufficient funds at that time to cover the transaction. If you initiate transactions when your account does not contain sufficient funds and then later make a deposit to cover those transactions, it is likely that those transactions could overdraw your account or be returned for insufficient funds.

5. **Insufficient Available Balance and Overdrafts.** It is important to keep track of the funds in your account that are available for you to use before you write a check, make a cash withdrawal, use your Card for a purchase or make any other transfer of funds. We encourage you to manage your funds responsibly by keeping track of transactions using the tools that suit you – keeping a running balance in your checkbook and checking your available balance online, by phone or at an ATM. Do not assume you can make a covering deposit before an item is presented for payment because your deposit may not be available before an item is presented for payment.

   If your available balance is insufficient to pay the full amount of any item presented against your account, we may, at our option, return the item unpaid or pay the item, even though payment will cause an overdraft of your account. You agree that, if your available balance is insufficient to pay any item presented against your account, you will pay all applicable overdraft, nonsufficient funds or returned item fees for handling and processing that item without further notice or demand. You also agree that if any item is presented again after having previously been returned unpaid by us, the overdraft, nonsufficient funds or returned item fee may be applied for each time the item is presented for payment and the available balance is insufficient to pay the item. We may return an item at any time if your available balance is insufficient to pay that item, even if we previously have permitted overdrafts. We will in no instance be obligated to pay an item

and create an overdraft even if we have previously established a pattern of honoring or dishonoring items.

We offer certain overdraft protection plans to help you avoid the inconvenience and expense of overdrafts and returned items. You must apply, be approved and sign all the documents required to establish such protection, as applicable. If you do not have an overdraft protection plan, the actions we will take depend upon the type of item involved in the transaction:

(i) ATM and One-Time Debit Card Transactions. We will not authorize an ATM or one-time debit card transaction if it appears from your available balance that allowing the transaction will result in an overdraft to your account, unless you have requested us to pay overdrafts on these transactions. We reserve the right, on a case-by-case basis, to authorize and pay, at our discretion, an ATM or one-time debit card transaction. Regardless, if you have not requested payment of overdrafts on these transactions, we will not charge you an overdraft or nonsufficient funds fee if an ATM or one-time debit card transaction pays into overdraft, but you must immediately repay the resulting overdraft. Information about how you may request us to pay ATM and one¬time debit card transactions that create overdrafts is provided separately.

(ii) Items Other Than ATM and One-Time Debit Card Transactions. For any item, other than an ATM or one-time debit card transaction, presented for payment against your account and there are insufficient available funds in your account to cover the item, we may either: (i) pay the item and create an overdraft to your account; or (ii) return or decline the item, without prior notice to you. You agree to pay all overdraft, nonsufficient funds or returned item fees for handling and processing such items, whether or not we pay the item.

Any negative balance on your account, which includes the amount of overdraft and any overdraft fees, is immediately due and payable, unless we agree otherwise in writing. Your failure to pay these amounts promptly may result in additional service charges to your account. We may use subsequent deposits and other credits to the account to cover any overdraft and any charges existing in your account. You agree to reimburse us for the costs and expenses (including attorneys' fees and expenses) we incur in recovering the negative balance (including overdraft and associated fees). We can enforce overdraft liability in a joint account against any joint owner individually (and each joint account owner agrees to be liable for all overdraft liability in the joint account), even if the joint owner did not sign the item or authorize the point-of-sale or other electronic transaction creating the overdraft or receive any benefits from its proceeds.

6. **Overdraft Protection Plans.** If you enroll in an overdraft protection plan (such as a linked deposit account or line of credit) and there are sufficient available funds under that plan to cover the amount of the overdraft, we will pay the item and an overdraft protection transfer or advance fee will apply. One overdraft protection transfer will be made at the end of the business day in which an overdraft occurs, as follows:

(i) Overdraft Transfers Made from a Deposit Account. Funds will be transferred in amounts in the next largest full dollar amount. If your secondary deposit account is a savings or money market account, transfers from such accounts are pre-authorized transfers and limited by federal regulation to 6 pre-authorized transfers (including telephone and automatic transfers) each statement period.

(ii) Overdraft Transfers Made from a Line of Credit. Funds will be transferred in amounts rounded up to the next $100 increment, subject to your available credit limit. An overdraft transfer from a line of credit is treated as a cash advance and is subject to the terms of the credit agreement, including any applicable transaction fee or other fee.

Information and additional terms and conditions about any overdraft protection plan selected are provided separately. Even if your account has been approved for overdraft protection, your account may still become overdrawn if sufficient funds are not available in the account you have designated or on the line of credit that provides overdraft protection, subject to the overdraft section above.

7. **Stop Payment Orders.** You may request us to stop payment on any check, draft, or similar written order or instruction drawn on your account by giving us the information we may request, including account number, the item number, the date of the item, the payee of the item, and the exact amount of the item, and by paying our stop payment service charge then in effect. We will search for your item by computer, so it is essential that all information you give us be accurate. To be effective, we must receive any stop payment order in time to afford us a reasonable opportunity to act. We will confirm your oral stop payment order in writing, and the information included in our written confirmation will be conclusively presumed to be correct unless you notify us within fourteen (14) days of the date of the confirmation. Confirmed stop payment orders will be continued in effect for a period of six (6) months from the date the initial oral stop payment order has been placed. A confirmed stop payment order will expire at the end of the six (6) month period unless you revoke it at an earlier date or renew it in writing for an additional six (6) month period and pay our stop payment service charge then in effect. You may not stop payment on an item if we have verified to the payee that the available balance in your account is sufficient to pay such item, or if we have accepted that item by payment or otherwise. Any account owner or authorized signer may place a stop payment order, and we are not required to release a stop payment order unless requested to do so by the account owner or authorized signer who requested it. You agree to indemnify and hold us harmless from and against any loss, damages, and expenses (including reasonable attorneys' fees and court costs) we may incur by reason of our refusal to pay any item upon which you have stopped payment. You do not have the right to stop payment on an official check, a cashier's check, a teller's check, a certified check, a money order or a traveler's check you have purchased from us. These are instruments on which we are or may be obligated. However, if a bank instrument you purchased is lost, stolen or destroyed, you may make a claim on us to obtain a replacement check or a refund, provided that we have not already paid the lost, stolen or destroyed item. To obtain a replacement check or refund, you must execute such affidavits and indemnification agreements and/or furnish such bonds as we may require in our discretion. Depending on the type of check lost, stolen or destroyed, your claim generally will become enforceable either 90 days following the date of the check or 90 days following the date of acceptance of the check. Until your claim becomes enforceable, we may pay the check.

Payment of the check to a person entitled to enforce it discharges all of our liability to you with respect to the check. Once it becomes enforceable, we will issue a replacement check or refund your money if we have not already paid the lost, stolen or destroyed item. For stop payment order on pre-authorized electronic funds transfers, please refer to Article J - Electronic Fund Transfer Disclosure on Our Consumers Accounts.

8. **Stale and Postdated Checks and Checks Bearing Notations.** We may, in our discretion and without notice to you, either pay or return any check that is presented to us for payment more than six (6) months after the date of that check (a "stale-dated" check), even if the presentation occurs after the expiration of a stop payment order. We normally do not examine the date on checks presented for payment. You agree that we are not required to identify stale-dated checks or to seek your permission to pay them. We also may, in our discretion and without notice to you, either pay or return any check we receive before the date on that check unless you have complied with any applicable statute regarding postdated checks and you have provided us with notice of the postdating in time for us to have a reasonable opportunity to act on it before the check is presented to us for payment.

   Your notice about any postdated check must be given in the same manner as a stop payment order and must provide the same information required for stop payment orders. Each postdated item covered by a notice of postdating will be subject to a service charge. We may disregard any information on an item drawn on your account other than the signature of the authorized signer, the amount of the item, the date of the item (subject to the provisions of this Agreement regarding state and postdated checks), the account number, the endorsements, and any other information which appears in magnetic ink at the bottom of the check. Although we are not obligated to, we may pay or accept checks and other items bearing restrictions or notations (e.g., "void after 6 months," "two signatures required," "payee's endorsement required," "not good for more than $(amount)," "void if not paid in (number) days," "payment in full," and the like) whether on the front or back, in any form or format. If you cash or deposit an item or write a check with such a notation, you agree that it applies only between you and the payee or maker. The notation will have no effect on us, and you agree to accept responsibility for payment of the item. We shall have the right, but not the obligation, to process any item that is materially incomplete or has been altered.

9. **Check Cashing for Non-Customers.** Because cashing a check for a person who does not maintain a deposit relationship with us exposes us to additional fraud risks and imposes additional administrative burdens on us, you agree that we may (a) charge a fee for cashing a check for any such person when the check is drawn on your account, (b) deduct the fee from the cash remitted to such person, and/or (c) require a thumbprint or other physical and/or documentary requirements from such persons. You release us from any and all claims and liability for charging any such person a check cashing fee and/or for refusing to process or pay a check for which the fee is not paid or with respect to which physical or documentary requirements are not satisfied including, but not limited to, any claims for wrongful dishonor.

10. **Payment of Lost Check.** Checks and other items are sometimes lost during processing or while in transit. If a photocopy of a check or other item that appears to be drawn on your account is presented to us for payment in place of the original, we may pay the photocopy if it is accompanied by a representation from another financial institution that the original item has been lost or destroyed.

ARTICLE E: DEPOSITS, COLLECTIONS AND WITHDRAWALS

1. **Deposits.** We may require a minimum initial deposit to open an account. You may make additional deposits of any amount of $1.00 or more accompanied by a completed deposit slip (unless your deposit is by funds transfer) either in person, by mail, at an ATM, a night depository, or by funds transfer. We may charge for deposits, and we also may refuse to accept for deposit or collection any item you offer for deposit, accept all or any part of a deposit for collection only, or limit the amount of the deposit. If your deposit is other than cash, for example, a check, we may without prior notice to you (except where prior notice is required by law) place a hold on the account for the amount of deposited items for the approximate period of time it takes us to verify that the items will be paid. During the hold period, interest-bearing accounts will earn interest in accordance with the interest schedule. Items accepted for deposit and drawn on a non-U.S. institution may be subject to a service charge. We may accept an item for deposit to your account from anyone and without questioning or verifying the authority of the person making the deposit. Any item that we cash or accept for deposit may be subject to later verification and final payment. We may deduct funds from your account if an item is lost (unless such item was lost due to our negligence), stolen or destroyed in the collection process, if it is returned to us unpaid, or if it was improperly paid, even if you have already used the funds. Cash deposits are also subject to later verification. Credit for any item we accept for deposit to your account, including funds that are deposited by electronic transfer, is provisional and may be revoked if the item is not finally paid, for any reason, in cash or its equivalent. We may give cash back to any authorized signer(s) in connection with items payable to an owner, whether or not the items have been endorsed by the owner. If you make a deposit or payment that is not accompanied by instructions indicating how or where it is to be credited, we may apply it at our discretion to any loan or deposit account any of you maintains with us. We may endorse and/or collect items deposited to your account without your endorsement, but may require your personal endorsement prior to accepting an item for deposit. If you deposit an item that bears the endorsements of more than one person or persons who are not known to us, we may refuse the item, require all endorsers to be present, or require that the endorsement be guaranteed by another financial institution acceptable to us before we accept the item. Our policy on the availability of deposits for withdrawal is described in Article K, Funds Availability Disclosure.

2. **Collection as Agent.** Items delivered to us for deposit or collection are received by us as your agent for collection and at your risk. We may accept an item for collection only (such as a returned deposited item or an item drawn on a non-U.S. institution) and impose a service charge for attempting collection of the item. In situations where we accept an item for collection only, we will not give you cash or an official check for the items until the items have been

paid. We are obligated only to exercise ordinary care in handling and collecting items delivered to us for deposit or collection. We shall not be liable for the misconduct, neglect, insolvency, mistake, or fault of other persons or entities, or for loss or destruction of any item in transit or in the possession of others or for loss of use as a result of theft, fire, or other event beyond our reasonable control. If any item deposited to your account is payable by a payor that is not a bank, we may send the item directly to that payor. Items payable through another bank may be sent directly to that bank or to collecting agents who likewise shall have the right to send the items directly to the bank on which they are drawn or at which they are payable. Payment of these items may be accepted in cash or drafts and neither we nor any collecting agents shall be liable for failure to collect such drafts. Each collecting agent is deemed to be your agent. No collecting agent shall be liable for loss arising from any act or omission of another agent.

3. **Check Endorsement Standards.** If you deposit checks into your account, you are responsible for the condition of the check when it is deposited. The back of the check is used during the check collection process to record the identification of banks processing the check. Most of the back of the check is reserved for bank use. You agree that the endorsement of the check must be contained in the payee endorsement area, which is limited to 1 1/2 inches from the trailing edge of the check on the back. The trailing edge of the check is defined as the left side of the check looking at it from the front. Any writing, stamp, or marking outside of the payee endorsement area may delay the proper return of any unpaid check you have deposited. You agree to indemnify us from any loss or liability, including reasonable attorneys' fees and court costs, that may be caused by your failure to adhere to the endorsement standards of the Federal Reserve System.
4. **Foreign Currencies.** Deposits in foreign currencies will be converted to U.S. Dollars at the exchange rate in effect at the time of final collection. You will be responsible for verification of any exchange rate information provided by us in advance of final collection. Exchange rates may fluctuate significantly in a short period of time. You bear all exchange risk related to deposits of foreign currency. You will be responsible for all collection charges if any item that is payable at a foreign bank or in a foreign currency is deposited to your account.
5. **ATM Depositories, Night Depositories, Direct Deposit, and Deposit by Mail.** Our ATMs, night depositories, direct deposit service, and deposit by mail service are for your convenience. We are not accountable for deposits made in this manner until the deposit is actually accepted and processed by our authorized employees. Deposits made in this manner will be posted to your account on the date accepted by our authorized employees. Our records are conclusive proof of what deposits we received from you through ATM depositories, night depositories, or the mail service. If any direct deposit is recalled, we are authorized to reverse the deposit without prior notice to you, except as otherwise required by law. Your claim that an item was deposited, which is now missing, will not create a presumption that there is a missing item or that we failed to act with ordinary care.
6. **Chargebacks.** In the event a deposited item drawn on us (an "on us" item) is determined by us not to be payable for any reason or a deposited item drawn on any other payor is returned to us for any reason, without regard to whether the other payor returned the item to us before its deadline to do so, we may charge the item (a "chargeback item") to your account or to any account of which you are an owner (including any joint account) or an authorized signer. We may debit all or part of a chargeback item to your account even if doing so results in or causes an overdraft of your account and regardless of whether the item can be physically returned to you. You waive notice of dishonor in connection with any item that is not finally paid in full and that we charge back to your account. We may recover from you any amount withdrawn by you against a chargeback item. In the event that our debit of all or part of a chargeback item results in or causes an overdraft of your account, we may obtain and retain possession of the item, if it is available, until we recover from you the amount of any overdraft of your account and for a reasonable time thereafter. If our debit of all or part of a chargeback item that is an "on us" item does not result in or cause an overdraft of your account, our deadline for return to you of the item, if it is available, shall be six (6) business days after we make such determination. If we are notified that any item for which you received payment or credit to your account is not properly payable, you agree that, without notice to you, we may authorize the drawee bank to hold the item and try to obtain payment. We will not initially decide whether a deposited item has been improperly returned; if you believe that a deposited item has been improperly returned, you should contact us immediately. We will not be responsible for failing to pay any item presented against your account before a deposit becomes available for withdrawal, as set forth above, if the available balance in your account, without regard to such deposit, is insufficient to pay the item.
7. **Error Correction.** Errors in posting, addition, subtraction and calculation, whether by you or us, are subject to correction by us at any time; provided that we may not be obligated to correct certain errors if you fail to notify us of the exceptions in a timely manner as described in Section 3 of Article C., account statements. You agree to repay us promptly any amount credited to your account in error, and you authorize us to charge your account or any other account of which you are an account owner, to obtain payment of any erroneous payment or credit.
8. **Withdrawals.** You may withdraw part or all of your account's available balance. Any account owner or authorized signer of a joint account may withdraw all or part of the available balance in the account, regardless of who deposited the funds into the account. We accept no responsibility or obligation, except as required by law, to supervise or review the use of your account.
9. **Restrictions on Withdrawals.** Your account may be subject to certain transaction limitations which are shown in the disclosure provided to you at the time you opened your account. We may at any time and without prior notice to you (except where prior notice is required by law) establish and change transaction limitations for any account. If these limitations are exceeded, you will be subject to any charges in effect at the time. In addition, we may close the account without prior notice to you (except where prior notice is required by law). We also may require you to provide notice before you may withdraw money from certain types of accounts.

   Although your signature card, resolutions or your checks may indicate that more than one signature is required on checks and for the withdrawal or transfer of funds, that notation is principally for your own purposes. We do not

assume a duty to enforce multiple signature requirements. As such, we assume no duty to confirm that two or more (or any combination) of authorized users have approved any transaction. We may act upon the instructions or order of any one authorized signer.

All checks written on your account must be drawn in U.S. dollars. We may (but are not obligated to) require suitable identification and/or presentation of account ownership records for any withdrawal of funds and/or the closing of any account.

Cash withdrawal or payments at any branch may be restricted due to the limited amount of currency on hand. If we do not have sufficient cash for a large withdrawal or payment, we may make arrangements for a later cash payment or offer to make payment with a bank check. We assume no responsibility to provide personal protections for customers who elect to carry large sums of money off of our premises.

Without prior written notice to you, we may place a hold on your account to cover a claim against your account, or we may pay the source of the claim when we receive any notice, claim, or court order which we believe may affect your account (such as liens, garnishments, attachments, levies, injunctions, or other orders of a court or other governmental agency), regardless of the form or manner in which we receive the notice, claim, or court order and regardless of whether we are a named party to the notice, claim, or court order. We will not be responsible for refusing to let you withdraw funds from the account or refusing to pay items presented against your account while the hold is in effect or after we have paid funds to the source of the claim.

10. **Conflicting Demands/Disputes.** If there is any controversy, dispute or uncertainty regarding the ownership of an account or its funds, there are conflicting demands over its ownership or control, we are unable to determine any person's authority to give us instructions, or we believe a transaction may be fraudulent or may violate any law, we may refuse to pay any funds to anyone until we are satisfied that the controversy, dispute or uncertainty is resolved, or we may continue to honor the authority of account owners and authorized signers as reflected on our records. Specifically, we may, in our sole discretion: (a) freeze the account and refuse transactions until we receive written proof (in form and substance satisfactory to us) of each person's right and authority over the account and its funds; (b) refuse transactions and return checks, marked "Refer to Maker" (or similar language); (c) require the signatures of all authorized signers for the withdrawal of funds, the closing of an account, or any change in the account regardless of the number of authorized signers on the account; (d) pay or offer to pay the account balance to a court of appropriate jurisdiction, naming all of the claimants to the account as defendants in an interpleader action (you agree to reimburse us for all expenses we incur in an interpleader action, including attorneys' fees and costs, and we may obtain reimbursement of those expenses from your account without notice to you); and (e) continue to honor checks and other instructions given to us by persons who appear as authorized signers according to our records. The existence of the rights set forth above shall not impose an obligation on us to assert such rights or to deny a transaction. We will not be responsible for any damages you may suffer as a result of our refusal to allow you or anyone else to withdraw funds due to controversy, dispute or uncertainty or our allowing any existing owner or authorized signer to continue to conduct transactions on the account during the controversy, dispute or uncertainty.

11. **Legal Process.** We may comply with any writ of attachment, execution, garnishment, tax levy, restraining order, subpoena, warrant or other legal process which we believe (correctly or otherwise) to be valid. If we are not fully reimbursed for our record research, photocopying and handling costs by the party that served the process, we may charge such costs to your account, in addition to our minimum legal process fee. You agree to reimburse us for any cost or expense, including attorneys' fees, which we incur in responding to legal process related to your accounts.

    We may not pay interest on any funds we hold or set aside in response to legal process. You agree that we may honor legal process that is served personally, by mail, or by facsimile transmission at any of our offices (including locations other than where the funds, records or property sought is held), even if the law requires personal delivery at the office where your account or records are maintained. You acknowledge that accounts opened with trust or fiduciary designations (e.g., "XYZ, Inc.-Client Trust Account") may be subject to levies and other legal process against your property unless our records clearly reflect the existence of an express written trust or court order.

ARTICLE F: FUND TRANSFER SERVICES

In the event we have not entered into a specific written agreement with you regarding fund transfer services, the following provisions apply to funds transfers you send or receive through us, but do not apply to electronic fund transfers governed by Regulation E of the Bureau of Consumer Financial Protection.

1. **Wire Transfers.** To the extent any funds transfer is not subject to the Electronic Fund Transfer Act or Regulation E, we have established rules and security procedures for initiating funds transfers. You may subscribe to certain funds transfer services we offer by entering into a specific agreement with us for these services. In the event you do not execute our separate agreement and in consideration of our processing your wire transfer, you agree to abide by our established rules and security procedures for funds transfers and the following provisions.
    (i) Governing Law. Fund transfers will be governed in accordance with Article 4A of the UCC as enacted in the state in which we maintain your account. You further agree to be bound by any rules then in effect governing the use of any fund transfer payment system through which the funds may be transmitted including, but not limited to, U.S. Federal Reserve Board Regulation J for Fedwire. If we are also the beneficiary's bank, we may simply debit and credit the appropriate accounts as requested in the payment order.
    (ii) Cutoff Times for Payment Orders. We have cutoff times for processing payment orders. Cutoff times may vary depending on the particular office of our bank and the type of payment order. We may treat payment orders we receive after a cutoff time as if received on our next business day. We will tell you our cutoff times upon request.
    (iii) Amending or Cancelling Payment Orders. Amendments to or cancellation of a payment order must be provided to us at least three (3) business days

prior to our execution of the payment order. You may not amend or cancel a payment order after we execute it. If you ask us to do this, we may make a reasonable effort to act on your request. But we are not liable to you if, for any reason, a payment order is not amended or cancelled. You agree to reimburse us for any costs, losses or damages that we incur in connection with your request to amend or cancel a payment order.

(iv) Inconsistency of Name or Account Number. You agree that the beneficiary's bank may make payment to the beneficiary based solely on the account or other identifying number, even if the name on the payment order differs from the name on the account. You also agree that we or any intermediary bank may send a payment order to an intermediary bank or beneficiary's bank based solely on the account or bank identifying number, even if the payment order indicates a different bank name or recipient name.

(v) Sending Payment Orders. We may select any intermediary bank, funds transfer system or means of transmittal to send your payment orders. Our selection may differ from that indicated in your instructions. You agree to pay all charges for wire transfers and transfers we make between accounts maintained with us in our schedule of service charges included separate from this Agreement, as amended from time to time. If you give us a payment order that is erroneous in any way, you agree to pay the amount of the order whether or not the error could have been detected by any security procedure we employ.

(vi) Notice of Rejection. Payment orders will not be accepted until executed by us. We may reject payment orders. We notify you of any rejection orally, electronically or in writing. If we send written notices by mail, we do so by the end of the next business day. We are not liable to you for the rejection or obligated to pay you interest for the period before you receive timely notice of rejection.

(vii) Errors or Questions About Your Payment Orders. We notify you about funds transfers by listing them on your account statement. In some cases, we also may notify you electronically or in writing. You must notify us at once if you think a funds transfer shown on your statement or notice is incorrect. You must send us written notice, including a statement of relevant facts, no later than fourteen (14) days after the date you receive the first notice or statement on which the problem or error appears. If you fail to notify us within this period, we are not liable for any loss of interest because of an unauthorized or erroneous debit or because your statement or notice is incorrect. We are not required to compensate you, and we are not required to credit or adjust your account for any loss of interest or interest equivalent.

By using any of our funds transfer services, you acknowledge and agree that our methods and procedures for the authorization and authentication of funds transfers constitute commercially reasonable security procedures under applicable law.

This Section does not apply to ACH system funds transfer services. You may give us payment orders for ACH system funds transfers only if you have a separate agreement with us for those services.

2. **Receiving Funds Transfers.** We may receive instructions to pay funds to your account. We may receive funds directly from the sender, through a funds transfer system or through some other communications system. This includes wire transfers, ACH transfers that may be sent through an ACH system or processed directly to an account with us, and transfers between accounts maintained with us. We notify you that we have received funds by listing them on your account statement. Your account statement will be the only notice of receipt which we will provide you. While we generally do not provide such separate notices, we may do so on occasion, in which case we send the notice within two (2) business days after we credit your account. We are not obligated to pay you interest for the period before you receive notice and, at such time, we only pay interest for those accounts which earn interest. If you are expecting a funds transfer and want to find out if it has been credited to your account, call us at the number for customer service on your statement.

3. **ACH Debits and Credits.** From time to time, you may be a party to an ACH transfer that may be credited or debited to your account. For each ACH transaction, you agree that the transaction is subject to the National Automated Clearing House Association (NACHA) Operating Rules or other clearing house rules and regulations then in effect. You agree that we may rely on the representations and warranties contained in these operating rules and either credit or debit your account as instructed by the originator of the ACH transaction. Credit for an ACH transfer is provisional until final payment is received by the payee's financial institution. Until that happens, the party originating the transfer is not deemed to have made payment to the beneficiary, and the payee's bank is entitled to a refund of the provisional credit. If we give you provisional credit for an ACH transfer, but do not receive final payment, you become obligated to us for the full amount without prior notice or demand. The person who sent the payment order is considered not to have paid you. We are not required to give you a separate notice of our receipt of an ACH transfer. If we accept ACH credits to your account, you will receive notice of the credit on your next regular periodic statement.

   Some checks that you give to a merchant may be converted by the merchant into ACH debit entries, in which case they will be collected electronically and charged against your account much more quickly than a paper check. This means that (a) you will have a reduced right to stop payment, (b) you need to make sure that your account has sufficient collected funds to cover the debit, and (c) you will not receive any copy of a cancelled check with your monthly statement. If a merchant uses a blank check to initiate a debit entry at the point of sale, the merchant should return the voided check to you. You should treat the voided check with care because someone else who obtains possession of it could use the information to initiate additional debits against your account. A merchant who receives your check by mail should give you notice of the conversion but will destroy the original check. Whether your check is converted at the point of sale or at the merchant's lockbox, a description of the transaction will appear on your monthly statement from us.

4. **Specific Provisions for Commercial Funds Transfers.** If your account is not established primarily for personal, family or household purposes, you acknowledge and agree that Article J – Electronic Fund Transfer Disclosure for Our Consumer Accounts does not apply to your account or to any electronic

fund transfers to or from your account. You acknowledge and agree that this Agreement and any other related agreements with us set forth security procedures for electronic banking transactions that are commercially reasonable. You agree to be bound by any and all electronic fund transactions to or from your account, whether authorized or unauthorized, and we shall have no liability to you for any unauthorized electronic fund transaction or inquiry, except as otherwise expressly provided in a written agreement between you and us, or as required by applicable law. You agree that we, in our discretion, may from time to time impose limitations and restrictions on the number, frequency, and dollar amount of electronic transactions, as well as restrictions on the types of available transactions, with or without notice to you. In addition, you agree to comply with any limitations or restrictions that otherwise apply to your account(s) and may affect electronic fund transfers or inquiries.

ARTICLE G: SPECIFIC RULES FOR TIME DEPOSITS

The terms and conditions contained in this Article G supplements the other terms and provisions of this Agreement and apply to any time deposit accounts ("Time Deposits") that you have with us. Time Deposits are further subject to terms and provisions that may be printed on your Time Deposit receipt and you acknowledge and agree that such terms and provisions are part of this Agreement. In the event of a conflict between the terms set forth herein and the terms and provisions printed on your Time Deposit receipt, the terms and provisions printed on your Time Deposit receipt will govern and control.

1. **Time Deposit Terms.** The terms of the Time Deposit, such as the interest rates, Annual Percentage Yield ("APY"), length of term period, renewability, and date of maturity are specified on the Time Deposit receipt.
2. **Interest.** The Time Deposit earns interest at the rate and basis as set forth on the Time Deposit receipt. Interest will begin to accrue on the business day we receive your deposit. Interest will not be compounded unless noted and will be paid to you at the frequency and in the method noted on the Time Deposit receipt. Withdrawal of interest prior to maturity will affect the APY.
3. **Annual Percentage Yield.** The APY is a percentage rate reflecting the total amount of interest that would be earned on the account based on the interest rate and the frequency of compounding. The APY assumes interest will remain on deposit until maturity. Any withdrawal will reduce earnings. You must maintain a daily balance equal to the amount of your initial deposit or renewal amount to earn the stated interest rate and APY.
4. **Automatic Renewal.** For any renewable Time Deposit, your deposit will be automatically renewed on the stated maturity date of its term. Such renewal will be for a time period equal or similar to the original term and subject to these terms and conditions. Interest for the renewal term will be paid at the interest rate then in effect at Cadence for similar accounts. If you close the Time Deposit upon the maturity date, or within the grace period following the maturity date, we will not charge an early withdrawal penalty for that withdrawal.

   Should you wish to prevent the deposit from being renewed, you must contact us in writing at any time before the maturity date but not later than the grace period defined below. If your type of deposit is not a part of our service offering at the time of renewal, we will notify you accordingly, and the funds will be paid to you or deposited into a different type of account pursuant to this Agreement and our disbursement procedures in effect at that time, and/or pursuant to any option we have given you in our notification to you which you have elected.
5. **Time Deposit Maturity Notice.** A notice will be sent prior to the maturity of the Time Deposit indicating the date on which your deposit will mature. For non-automatically renewable Time Deposits, this notice will be the final maturity notice and interest will no longer accrue after the stated maturity date on the Time Deposit receipt.
6. **Grace Period.** You may withdraw all or any part of your deposit during the grace period designated on the Time Deposit receipt after the maturity date. However, no interest from the date of maturity will be paid on any funds withdrawn in this manner. Any person named on the Time Deposit receipt may make withdrawals during a grace period.
7. **Renewal Confirmation Notice.** For automatic renewable Time Deposits, a notice will be sent after the grace period on your matured deposit has expired, indicating your new interest rate, maturity date and other terms governing the new Time Deposit term.
8. **Early Withdrawal.** You have contracted to keep the account funds on deposit from the issue date until the maturity date. Early withdrawal is withdrawing all or part of principal of any deposit, prior to maturity, except withdrawals during a grace period as defined above. Early withdrawal is also defined as amending the terms of your Time Deposit to reduce the maturity period designated on the Time Deposit receipt (provided, that we have no obligation to agree to an amendment of such terms, and any such amendment shall be within our sole and absolute discretion). We may accept a request by you for withdrawal of some or all of the account funds prior to the maturity date at our discretion or as otherwise described in the Disclosures.
9. **Early Withdrawal Penalty.** Unless provided otherwise on the Time Deposit receipt we will assess an early withdrawal penalty on any withdrawal, either partial or in whole, that we allow you to make from your Time Deposit account prior to the maturity date. The method for determining that penalty is described in the Time Deposit receipt. The penalty may be waived in the event of death of any depositor on the Time Deposit, or if any depositor is determined to be legally incompetent by a court or other administrative body of competent jurisdiction.
10. **Multiple Ownership.** Our rules and procedures provide that any early withdrawal of a Time Deposit upon which more than one depositor is designated, other than (i) an early withdrawal upon the death or adjudication of incompetency of one depositor or (ii) withdrawals during a grace period as defined above, requires the signature of all depositors. You agree to be bound by these rules but also acknowledge that we may, in our sole discretion, waive these rules because of special circumstances. You agree to be bound by our decision should we waive the rules and we shall have no liability to any depositor arising from our decision. We reserve the right to refuse your request to withdraw the funds in your Time Deposit until such time as the funds used to purchase the Time Deposit have become collected funds.

11. **Transferability and Negotiability.** Time Deposits are non-negotiable, non-transferable and non-assignable, except upon the internal books of Cadence. This means that you may not transfer, pledge or otherwise assign the ownership of your Time Deposit to anyone without our written consent, which may be granted or withheld in our sole and absolute discretion. Any transfer is not effective until we have given you written consent and note the transfer in our records.
12. **Reporting Interest Earned.** The Internal Revenue Service requires us to report interest, on which you may owe income tax, for the calendar year in which it is paid to you. For Time Deposits with terms greater than one (1) year with interest paid at maturity, we will report the interest your deposit has earned, whether or not it is paid. Each year we will furnish you a statement that reflects the interest paid to you during the preceding year. All interest will be reported as having been earned by the person named first on the account.
13. **Additional Deposits.** No additional deposits will be allowed to this account during this term unless otherwise described in the Time Deposit Receipt.

ARTICLE H: DISPUTE RESOLUTION

As further set forth below, by opening or maintaining the account, you agree that if a dispute, claim or controversy of any kind arises out of or relates to this Agreement or to your account or any transactions involving your account, either you or we may elect to have that dispute resolved by binding arbitration. This arbitration provision limits your ability to litigate claims in court and your right to a jury trial. You should review this article carefully. Furthermore, you will not have the right to participate as a class representative or member of any class of claimants for any claim subject to arbitration. Arbitration is a more informal proceeding in which disputes are decided by one or more neutral arbitrators who receive the evidence and then issue a binding ruling in the form of an award. You understand that discovery and other procedures in arbitration may be more limited than discovery in court proceedings and that the ability to modify, vacate, or appeal an award by an arbitrator(s) is strictly limited.

1. **Arbitration Procedure.** You and Cadence agree, upon written demand made by you or Cadence, to submit to binding arbitration all disputes, controversies, and claims, whether based on contract, fraud, tort, intentional tort, statute, regulation, constitution, common law, equity, or any other legal basis or theory, and whether pre-existing, present, or future, that arise out of or relate to (a) this Agreement, your account, any transaction involving your account, any charges assessed on your account or any advertisements, promotions, or oral or written statements related to this Agreement or your account, (b) the relationships that result from this Agreement (including, to the fullest extent permitted by applicable law, relationships with third parties who are not parties to this Agreement or this arbitration provision), or (c) the validity, interpretation, scope or enforceability of this Agreement or the interpretation or scope of the Arbitration Clause (collectively, a "Claim"). The provisions of this Article H shall include any Claim involving our current and former officers, directors, employees, agents, representatives, contractors, subcontractors, parent, subsidiaries, affiliates, successors or assigns as well as any other person or company who provides any services in connection with an account, as may exist from time to time, and any such Claim against any of those parties may be joined or consolidated with any related Claim against us in a single arbitration proceeding. In addition, if we become a party in any lawsuit that you have with any third party, whether through intervention by us or by motion or pleading made by you or any third party, we may elect to have all claims in that lawsuit between you and such third party to be resolved by binding arbitration under this Agreement.

   At the option of the first party to commence arbitration, you or we may choose to have the arbitration conducted by the American Arbitration Association ("AAA"), or you and we may agree on a different arbitrator. In any event, any arbitration under this Agreement shall be conducted in writing in accordance with the applicable arbitration rules of the arbitrator or arbitration organization ("Rules"). If an arbitrator other than the AAA is chosen, the Rules of the AAA will be applied to any circumstance that is not addressed by the Rules of the chosen arbitrator. In the event of any inconsistency between this Agreement and the Rules to be used for arbitration, such inconsistency shall be resolved in favor of this Agreement. This arbitration provision is made pursuant to a transaction involving interstate commerce, and the Federal Arbitration Act ("FAA") shall apply to the construction, interpretation and enforceability of this Agreement notwithstanding any other choice of law provision contained in this Agreement.

   Either party may initiate arbitration by giving written notice of the intention to arbitrate to the other party and by filing notice with the AAA in accordance with the Rules in effect at the time the notice is filed. The notice shall set forth the subject of the dispute and the relief requested, at a minimum. The demand for arbitration may be made before or after commencement of any litigation. You should contact the AAA at 800-778-7879 or www.adr.org for more information about arbitration. If for any reason the AAA is unable or unwilling to serve as arbitrator, we will substitute another national or regional arbitration organization.

   All statutes of limitation, defenses, and attorney-client and other privileges that would apply in a court proceeding shall apply in and to the arbitration. Any arbitration proceeding will be held at a location that is reasonably convenient to all parties in either your state of residence or the state of your statement address with Cadence, with due consideration of each party's ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, that determination shall be made by the arbitrator(s).

   Notwithstanding anything to the contrary in this Agreement, any dispute regarding whether a particular controversy is subject to arbitration, including any claim of unconscionability and any dispute over the enforceability, scope, reach or validity of this agreement to arbitrate disputes or of this entire Agreement, shall be resolved by the arbitrator(s).

   Where the aggregate of all Claims by both you and us does not exceed $250,000, any expedited procedures provided in the Rules ("Expedited Procedures") shall apply and a single arbitrator shall decide the Claims. Where the aggregate of all Claims by both you and us exceeds $250,000, a panel of three arbitrators shall decide all Claims. Each arbitrator, whether or not acting under Expedited Procedures, shall be an active member in good standing of the bar for any state in the continental United States and shall be

either (a) actively engaged in the practice of law for at least 5 years, or (b) a retired judge.

You and we agree that the arbitrator(s): (a) shall limit discovery to non-privileged matters directly relevant to the arbitrated dispute; (b) shall apply applicable contract terms, statues and legal precedent and shall follow the Federal Rules of Evidence, enforce applicable privileges and employ applicable burdens of proof; (c) shall grant only relief that is based upon and consistent with substantial evidence and applicable substantive law; (d) shall have authority to grant relief only with respect to Claims asserted by or against you individually; (e) shall not have any authority to require, as part of any relief granted, that you and we continue any relationship we may have under this Agreement or otherwise; and (f) shall provide a brief written explanation of the basis for the award upon the request of either party and shall make specific findings of fact and conclusions of law to support any arbitration award that exceeds $25,000.

For claims up to $50,000, upon written request by you, we will pay to AAA, or the applicable arbitration party, your portion of the arbitration filing fee that exceeds the cost of filing a lawsuit in the federal court where you live. Upon written request by you, we may elect, at our sole discretion, to pay or advance some or all of any remaining arbitration fees and other costs. The arbitrator will decide whether we or you ultimately will be responsible for paying any filing, administrative or other fees in connection with the arbitration. If you are the prevailing party in the arbitration, the arbitrator(s) also may order us to pay some or all of your attorney, expert, and/or witness fees. Judgment upon any award rendered in arbitration may be entered in any court having jurisdiction.

Nothing in this arbitration provision shall limit your or our right, whether before, during, or after the pendency of any arbitration proceeding, to exercise any self-help remedies, such as set-off or repossession and sale of collateral, or to obtain provisional or ancillary remedies or injunctive or other traditionally equitable relief, such as filing an interpleader action. Both parties agree that the taking of these actions or any other participation in litigation by you or us does not waive any right that either you or we have to demand arbitration at any time with respect to any subsequent or amended Claim filed against you or us after commencement of litigation between you and us. This arbitration provision shall survive termination of this Agreement and the closing of your account.

Each party also has the option of filing an action in small claims court or your state's equivalent court for any dispute or claim within the jurisdictional limits of the small claims court. If such action is transferred, removed or appealed to a different court, we then have the right to demand arbitration of the claim.

If any portion of this Article H, Section 1 is deemed invalid or unenforceable, then that portion will be severed and the remaining portions of this arbitration provision will remain valid and enforceable, including the prohibition against the arbitration of joined, consolidated, or class actions. However, if Article H, Section 2, which prohibits the arbitration of joined, consolidated, or class actions is deemed invalid or unenforceable, then Article H, Section 1 in its entirety shall be void and unenforceable and severed from the rest of this Agreement.

2. **WAIVER OF CLASS ACTION CLAIMS.** EXCEPT AS EXPRESSLY PROVIDED IN ARTICLE H, SECTION 1 – ARBITRATION PROCEDURE, NO CLAIM MAY BE JOINED WITH ANOTHER DISPUTE OR LAWSUIT, OR CONSOLIDATED WITH THE ARBITRATION OF ANOTHER CLAIM, OR RESOLVED ON BEHALF OF SIMILARLY SITUATED PERSON, OR BROUGHT AS A PRIVATE ATTORNEY GENERAL OR ON ANOTHER SIMILAR REPRESENTATIVE BASIS. FOR ANY CLAIM SUBJECT TO ARBITRATION, YOU MAY NOT PARTICIPATE IN A CLASS ACTION IN COURT OR IN A CLASS-WIDE ARBITRATION, EITHER AS A PLAINTIFF OR CLAIMANT, CLASS REPRESENTATIVE OR CLASS MEMBER.
3. **WAIVER OF JURY TRIAL.** THIS PROVISION LIMITS YOUR RIGHTS TO A JURY TRIAL. YOU SHOULD REVIEW THIS SECTION CAREFULLY. IF (A) NEITHER WE NOR YOU SEEK TO COMPEL ARBITRATION OF ANY DISPUTE WE HAVE RELATED TO THIS AGREEMENT, YOUR ACCOUNT, OR ANY TRANSACTIONS INVOLVING YOUR ACCOUNT, OR (B) SOME OR ALL OF THE ARBITRATION CLAUSE IS UNENFORCEABLE AND WE ARE IN A DISPUTE IN A COURT OF LAW, THEN EACH OF US AGREES TO WAIVE ANY RIGHT WE MAY HAVE TO A JURY TRIAL TO THE EXTENT ALLOWABLE UNDER THE LAWS OF THE STATE THAT GOVERN THIS AGREEMENT.
4. **Attorneys' Fees.** You agree to reimburse us for our costs and expenses, including attorneys' fees, incurred in any action that we bring against you concerning your account and in any lawsuit instituted by you against us where we are the prevailing party. You also agree to reimburse our reasonable attorneys' fees incurred in connection with resolving a dispute regarding ownership of your account or the proceeds in your account whether or not any lawsuit was filed to resolve the dispute. You further agree to reimburse us for any actual expenses we incur to execute, cancel or amend any wire transfer, payment order, or perform any related act at your request including, but not limited to, costs associated with investigations and research we initiate internally. We may charge any account of yours for such costs and expenses without prior notice to you.

ARTICLE I: ADDITIONAL PROVISIONS

1. **Applicable Law.** Except as otherwise provided by law, this Agreement and all accounts are governed by the laws of the state where we maintain your account and applicable federal laws and regulations in effect from time to time and are subject to any applicable automated clearinghouse rules and regulations. For purposes of this Agreement, your account will be deemed to be maintained in the state where you opened your account. Your account is considered to have been opened: (a) if you opened your account in person, at the branch office where you opened your account; (b) if you opened your account by mail, at the location where the mail was received by us; (c) if you opened your account electronically (including by telephone) and your address is in a state where we have branch offices, in the state of your address at the time you opened your account; or (d) if otherwise, in Alabama. Alabama law will govern the maximum interest rate that may be payable to us.
2. **Conflicts.** To the extent this Agreement conflicts with any applicable provision of the UCC, this Agreement shall control; otherwise, this Agreement supplements but does not replace the UCC. If any provision of this Agreement conflicts

with any applicable disclosure statement we have given you pursuant to the requirements of any law, such as the federal Electronic Fund Transfer Act, the federal Truth-in-Savings Act, or the Check 21 Act, the provisions of such disclosure statement shall control.

3. **Unclaimed Property – Accounts Presumed Abandoned or Inactive.** State and federal law and our policy govern when accounts are considered abandoned. The applicable state law is generally the state where your account is maintained.

   Your account is usually considered abandoned if you have not performed at least one of the following activities for the period of time specified in the applicable state's unclaimed property law: made a deposit or withdrawal, written to us about your account, or otherwise shown an interest in the account, such as asking us to keep the account active. You usually need to perform an activity. For purposes of these laws, bank charges and interest payments, and automatic deposits and withdrawals, are usually not considered activity. We consider your account to be dormant if, for one (1) year for checking, money market and savings accounts, there is no customer-initiated activity (except where state laws governing your account require otherwise).

   We are required by the unclaimed property laws to turn over accounts considered abandoned to the applicable state. Before we turn over an abandoned account, we may send a notice to the address we currently show for the account statement. We may not send this notice if mail we previously sent to this address was returned. Unless prohibited by the applicable state law, we may charge to the account our costs and expenses of any notice, advertisement, payment and delivery of the account to the applicable state agency.

   After we turn funds over to the state, we have no further liability to you for the funds and you must apply to the appropriate state agency to reclaim your funds.

   If we consider your account inactive, then (unless prohibited by federal law or the law of the state where we maintain your account) we may:

   - charge dormant account fees on the account in addition to any regular monthly service charges and other fees;
   - stop sending statements;
   - if the account received interest, stop paying interest on the account; and
   - refuse to pay items drawn on or payable out of the account.

     If you re-establish contact with us, we do not have to reimburse you for these fees and we are not liable to you for any interest that would otherwise have accrued on your account.

4. **Set Off; Grant of Security Interest.** You acknowledge that, except as otherwise prohibited by law, you grant us a security interest in and we have the right to charge or set off against your account (including any joint or multiple party account) any indebtedness or other obligations which you or any owner owe us, at any time, without any further notice to or demand on you, whether the indebtedness or other obligations exist at the time the account is opened or arise later. The indebtedness includes, without limitation, direct obligations (e.g., promissory notes and other agreements, including this one), indirect obligations (e.g., guarantees and endorsements) and all service charges and overdrafts incurred on any account you hold with us. Our security interest may not apply to your account if: (a) the debt is created by a consumer credit transaction under a credit card plan; or (b) your right of withdrawal arises only in a representative capacity. You agree that we may set off against the account any claim which we have against you without regard to the source or ownership of funds on deposit in the account and without requirement that the claim be owed to us by all of the account owners. You also agree that, to the extent allowed by law, we may set off any indebtedness or other obligations which you owe us under this Agreement against any other account or property in which you have an ownership interest that is in our possession or control. If your account receives a direct deposit of Social Security or Supplemental Security Income, or any other federal or state benefits exempt from legal process, you consent to our right to exercise set off against such deposits to satisfy any overdraft and associated fees, or to satisfy any other indebtedness or other obligations which you or any owner owe us. If you desire to prevent our exercise of set off against such deposits, you should arrange not to have them directly deposited into your account.

5. **Waivers.** You waive and agree that we may waive certain legal requirements called presentment, demand for payment, protest, notice of protest, and notice of dishonor with respect to any and all items for which you received payment or credit from us. We reserve the right to waive the enforcement of any of the terms of this Agreement and with respect to any transaction or series of transactions and/or with respect to any of our customers. Any such waiver will not affect our right to enforce any of our rights with respect to other customers, or to enforce any of our rights with respect to other or later transactions. Otherwise, no failure by us to exercise, and no delay by us in exercising, any right or remedy shall operate as a waiver thereof or constitute an amendment of the terms of this Agreement. Where this Agreement or applicable law permits us to take action, or not to take action, in our discretion on any matter, any action, or inaction, on our part with respect to such matter shall not obligate us to repeat such action, or inaction, with respect to similar matters that may subsequently arise.

6. **Other Services.** If you have chosen to receive any of our other banking services offered in connection with your account, such as certificates of deposit, time deposits, individual retirement accounts, Check Cards, ATM cards, overdraft lines of credit, mobile banking and online banking, we may provide the specific terms and conditions of the additional service to you in a separate agreement or disclosure.

7. **Severability.** If any provision of this Agreement or the application thereof to any persons or circumstances shall irreconcilably conflict with or be invalid or unenforceable under applicable law, such provision shall be deemed automatically reformed and amended to the extent, and only to the extent, necessary to render it valid and enforceable under such applicable law as of the effective date thereof, and such reformed or amended provision shall be binding without necessitating the formal amendment of this Agreement by the procedures specified herein; provided, however, that if such automatic reformation and amendment of such provision shall be unreasonable or impracticable in the context of this Agreement, or shall significantly conflict with the purpose, intent and/or any other material terms or provisions of this Agreement, then such provision shall be deemed severed from this Agreement

with respect to the persons or circumstances as to which such provision shall be invalid or unenforceable. Notwithstanding anything to the contrary in the foregoing, in the event that Article H, Section 2 – Waiver of Class Action Claims is deemed invalid and unenforceable, the entire arbitration provision in Section 1 of Article H shall be deemed unenforceable and severed from this Agreement. The invalidity or unenforceability of any one or more of the provisions of this Agreement, or the severance of any provision from this Agreement pursuant to the terms of this Agreement, shall not affect the validity or enforceability of the remaining provisions, and such remaining provisions shall continue in full force and effect to the fullest extent permitted by law.

8. **Our Rights.** You agree that our rights under this Agreement are cumulative, not exclusive. We may exercise any of them without giving up the right to exercise others.
9. **Indemnification; Waiver of Consequential and Other Damages.** If we take any action with respect to your account in accordance with your instructions or orders, or in accordance with this Agreement, or if you breach any warranty provided in this Agreement or by law, and we incur any loss, liability, damage, cost or expense (including reasonable attorneys' fees) as a result of any claim, demand, action, suit or proceeding brought or made by any party, you agree to indemnify and hold us harmless from and against such loss, liability, damage, cost or expense and to reimburse us for these amounts. IN NO EVENT SHALL WE OR YOU BE LIABLE TO ONE ANOTHER FOR SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE FURNISHING, PERFORMANCE OR USE OF THE SERVICES PROVIDED FOR UNDER THIS AGREEMENT, EVEN IF YOU OR WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES UNLESS REQUIRED BY APPLICABLE LAW. The limitations and exclusions in this Section shall apply to all claims of every kind, nature, and description whether arising from breach of contract, breach of warranty, negligence or other tort, and shall survive the termination of this Agreement.
10. **Telephone and Other Communications Monitoring and Recording.** You agree that we may monitor and/or record all of your communications with us, whether such communications are in person or electronic (including by telephone and computer) for any reason, including to monitor the quality of service you receive and to verify transaction related information. You agree that we are not required to remind you before or during each telephone call or communication that the conversation is subject to being monitored and/or recorded in accordance with applicable state and federal law. If you authorize someone to do business with us on your behalf, such as by power of attorney, you will be responsible for obtaining their permission to our recording their communications with us.
11. **Force Majeure.** You agree that we will not be liable for any loss or damage due to delays or failure to perform resulting from circumstances beyond our reasonable control (such as telecommunication or electrical outages or malfunctions, postal strikes or delays, computer system failures, war, terrorism, riot, labor trouble or natural disaster). The time, if any, required for such performance under this Agreement shall be automatically extended during the period of such delay or interruption.

12. **Entire Agreement.** This Agreement constitutes the current and entire general deposit agreement between you and us with respect to the account(s) you maintain with us and any and all prior general deposit agreements with respect to such account(s) are superseded by this Agreement.

ARTICLE J: ELECTRONIC FUND TRANSFER DISCLOSURE FOR CONSUMER ACCOUNTS

THE DISCLOSURES AND TERMS IN THIS ARTICLE J ARE APPLICABLE ONLY TO CONSUMERS AND TO THE EXTENT THAT YOUR ACCOUNT HAS BEEN ESTABLISHED PRIMARILY FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

Certain types of consumer transactions are initiated through electronic means and are subject to the Electronic Fund Transfer Act and the implementing the Bureau of Consumer Financial Protection Regulation E (EFT Act). The EFT Act, subject to certain exceptions and qualifications, covers fund transfers that are initiated through an electronic terminal, telephone, computer or magnetic tape, including ATM transfers, transfers initiated by telephone, Check Card transactions, ACH transactions and preauthorized electronic direct deposits and preauthorized electronic payments to third parties to or from your deposit account. Any authorized signer on your account may act alone in conducting electronic fund transactions, regardless of the number of required signers on the account's signature card.

Your rights, protection, and liabilities are outlined in the following disclosure in accordance with the EFT Act. Our obligations and liabilities are also summarized for you. Please read and become familiar with all parts of this disclosure. Be sure to retain the telephone numbers and addresses that you may need in order to limit your liability and to resolve problems that you may have concerning electronic transfers.

1. **Types of Available Transfers.** The types of electronic fund transfers that you may make depend upon specific account type(s) and the services which you obtain, as well as the specific types of electronic fund transfers you have authorized. Additional banking services may be available (for example, by requesting an ATM or check card, or by enrolling for the use of our online or mobile banking services) and you will receive separate terms and conditions pertaining to those services. Such separate terms and conditions supplement the terms of this Agreement.
2. **Your Liability for Unauthorized Transfers.** An unauthorized transfer means a transfer from your account that is initiated by another person without your authority to initiate the transfer and from which you receive no benefit. The term does not include any transfer that you indirectly authorized, such as a transfer that is initiated by a person who was furnished by you with the means to access your account, unless you have given us previous notice that such person is no longer authorized and we have had a reasonable opportunity to act upon your notice.

   Tell us AT ONCE if you believe any access device, card, code, personal identification number ("PIN"), or other means of electronically accessing your account has been lost or stolen or if you believe that an electronic fund transfer has been made without your permission. Telephone us immediately

at the number provided in Section 4 below to keep your possible losses to a minimum. You could lose all the money in your account(s) (plus your maximum overdraft line of credit, if any). If you tell us within two (2) business days after learning of the loss or theft of your Check Card, ATM Card, or other account access device, or after learning of any other unauthorized electronic fund transfer from your account you can lose no more than $50 if Electronic Fund Transfers are made without your permission. If you DO NOT tell us within two (2) business days after learning of the loss, theft or unauthorized use, and we can establish that we could have prevented the unauthorized transfer(s) if you had told us in time, you could lose as much as $500.

Also, if your periodic account statement shows unauthorized transfers and you DO NOT tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lose after the sixty (60) day period if we can prove that we could have prevented the unauthorized transfer(s) if you had told us in time. If an extenuating circumstance (such as extended travel or hospitalization) prevents you from promptly notifying us of a suspected lost or stolen card or other access device or of any other suspected unauthorized transfer(s), we may extend the time periods.

3. **Cadence Bank Business Days.** For purposes of these disclosures, our business days are Monday through Friday, excluding Federal Reserve Bank holidays.
4. **Telephone Number and Address in Event of Lost, Stolen or Compromised Device, or Unauthorized Transfer:** If you believe your access device, code, PIN, or other means of electronically accessing your account(s) has been lost, stole or comprised, or that someone has transferred or may transfer money from your account, without permission, using information from your check or otherwise, you should immediately call the number below or write to the address provided:

   Call Toll Free at: 1-800-636-7622

   Or Write:

   Cadence Bank, N.A.
   Customer Service
   1108 Highway 82 East,
   Starkville, MS 39759

5. **Your Documentation of Transfers.**
   (i) Receipts: Each time you make a transaction at our ATM or at a point-of-sale terminal, you will have the option to obtain a receipt.
   (ii) Preauthorized Transfers: If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you may call us to determine if the deposit has been made. If you have arranged for regular payments of varying amounts to be made from your account, the person you agree to pay should tell you ten (10) days before each payment the amount of the payment and when it will be made.
   (iii) Periodic Statements: You will receive a statement of your account each month in which an electronic fund transfer is made to or from your account. Otherwise, you will receive a statement at least quarterly. Your periodic statement will show the details of any electronic fund transfer you made and the details of any preauthorized transfers to or from your account that you instructed us to make.
6. **Our Liability for Failure to Make Transfers:** If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will reimburse you for any losses or damages that you suffer as a result of our failure to act according to our agreement with you. However, there are some exceptions where we will not be liable, such as, but not limited to, the following: if, through no fault of ours, other than exercise of our right of set off, you do not have money in your account to cover the transfer; if the transfer would exceed the available credit of any overdraft line of credit you may have; if the money in your account is being held subject to legal process or other encumbrance restricting transfers to or from your account; if we have received notice of a dispute as to the rights of parties to the accounts or their creditors or representatives and we have placed a hold on the account until resolution of the dispute; or, if circumstances beyond our control prevent the transfer despite our reasonable precautions.
7. **Disclosure of Information to Third Parties:** We may disclose information to third parties about your account and the transfers you make as described in our Consumer Privacy Policy provided separately when you open your account and as amended from time to time. You may also obtain a copy of our Privacy Policy at any time by visiting any of our branches or by visiting our website. We will disclose information to third parties about your account or the transfers you make:
   - Where it is necessary for completing transfers, or
   - In order to verify the existence and condition of your account for a third party such as a credit bureau or merchant, or
   - In order to comply with government agency or court orders, or
   - If you give us written permission.
8. **Your Right to Stop Payment on Preauthorized Transfers.** If you have authorized us to make regular preauthorized electronic fund transfer payments from your account, you may stop any of these payments. Here's how: Call us at 1-800-636-7622 and making the appropriate selection from the voice menu, or by WRITING US at Cadence Bank, Customer Service, 1108 Highway 82 East, Starkville, MS 39759. You must notify us in time for us to receive your request at least three (3) business days before the payment is scheduled to be made. You must provide us with sufficient information to identify the payment, as well as any other information we may request. If you deliver your stop payment request by telephone, you must confirm your stop payment order to us in writing within fourteen (14) days of your oral stop payment order. An oral stop payment order will not be binding on us after fourteen (14) days if you fail to provide the required written confirmation. We may also require that you provide us within such time a copy of your written notice to the payee revoking the payee's authority to electronically obtain payments from your account. If we do not receive a copy of your notice, your stop payment request will no longer be binding on us.

   In order to fulfill your stop payment request on any preauthorized electronic fund transfer, we may, in our discretion, but are not required to, stop all payments to the particular payee, or we may, in our discretion, notify you that your stop

payment request cannot be fulfilled other than by closing your account. If you properly request us to stop payment and we fail to do so, we will reimburse you for losses or damages you suffer, if any, caused by our failure to stop payment as requested. Please see our agreement and disclosure statement for your Cadence Check Card or Cadence ATM Card for different requirements that may apply to stop payment of any preauthorized electronic fund transfer involving use of those cards or the account numbers on those cards.

9. **In Case of Billing Errors or Questions About Your Electronic Transfers:** Telephone us or write us as soon as you can at the telephone number or address in Section 4 above, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than sixty (60) days after we sent you the FIRST statement on which the error or problem appeared. Your inquiry must include:
   - Your name and account number; AND
   - A description of the error or the transfer you are unsure about, and as clearly as you can, an explanation of why you believe there is an error or why you need more information; AND
   - The dollar amount of the suspected error.

   If you tell us orally, we may require that you send us your inquiry in writing within ten (10) business days. We will investigate your inquiry and will correct any error promptly. We will tell you the results of our investigation within ten (10) business days (twenty (20) business days for claims on accounts open less than thirty (30) calendar days) after we hear from you; however, we may take up to forty-five (45) calendar days (ninety (90) calendar days for claims on accounts open less than thirty (30) calendar days, foreign-initiated transaction claims, and point-of-sale claims) to investigate your questions. If we need additional time to investigate, we will provisionally re-credit your account within ten (10) business days (twenty (20) business days for claims on accounts open less than thirty (30) calendar days) for the amount you think is in error so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your inquiry in writing, and do not receive your written inquiry within ten (10) business days, we may choose not to provisionally re-credit your account. If we find that there was no error, we will send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of the documents we used.

10. **Fees.** You should refer to our schedule of service charges and fees or other documentation and disclosures we have provided you for information regarding any fees associated with electronic fund transfers. Such fees are subject to change from time to time, and we will provide you with notice of such changes as required by law. If you use an ATM or other electronic devise that is not operated by us, you may be charged a fee by us, the operator/owner and/or the automated transfer network.

ARTICLE K: FUNDS AVAILABILITY DISCLOSURE

1. **Your Ability to Withdraw Funds:** Our policy is to make funds from your cash and check deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written.

   For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before the close of business as posted at the location where the deposit is made on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after the close of business as posted at the location where the deposit is made on a business day or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

2. **Longer Delays May Apply:** In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first $200 of your deposits, however, may be available on the first business day.

   If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit.

   If you will need the funds from a deposit right away, you should ask us when the funds will be available. In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:
   - We believe a check you deposit will not be paid.
   - You deposit checks totaling more than $5,000 on any one day.
   - You redeposit a check that has been returned unpaid.
   - You have overdrawn your account repeatedly in the last six months.
   - There is an emergency, such as failure of computer or communications equipment. We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit.

3. **Special Rules for New Accounts:** If you are a new customer, the following special rules will apply during the first thirty (30) days your account is open. Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first $5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over $5,000 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first $5,000 will not be available until the second business day after the day of your deposit.

   Funds from all other check deposits will be available on the ninth (9th) business day after the day of your deposit.

ARTICLE L: IMPORTANT INFORMATION ABOUT YOUR ACCOUNT AND SUBSTITUTE CHECKS (CHECK 21)

What is a substitute check?

To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes the rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account.

However, you have rights under other law with respect to those transactions.

What are my rights regarding substitute checks?

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, nonsufficient funds fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive a refund of up to $2,500 or the amount of the substitute check, whichever is less (plus interest if your account earns interest) within ten (10) business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than forty-five (45) days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

How do I make a claim for a refund?

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at Cadence Bank, N.A., Customer Service, 1108 Highway 82 East, Starkville, MS 39759, or call us at 1-800-636-7622.

You must contact us within forty (40) calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include –

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check or the following information to help us identify the substitute check: the check number, the name of the person to whom you wrote the check and the amount of the check.

NOTES:



CADENCE BANK, N.A. MEMBER FDIC EQUAL HOUSING LENDER

VARIABLE LETTER OF CREDIT AGREEMENT

This VARIABLE LETTER OF CREDIT AGREEMENT (this "***Agreement***"), dated as of _____, is executed and delivered by Cadence Bank, N.A., a national bank with its principal office in Atlanta, Georgia (the "***Account Party***") and [DEPOSITOR / LOC BENEFICIARY] (the "***Beneficiary***").

RECITALS

WHEREAS, the Beneficiary maintains one or more deposit accounts (each, a "***Deposit Account***") with the Account Party, in which deposits are eligible for deposit insurance, up to applicable coverage limits, from the Federal Deposit Insurance Corporation;

WHEREAS, to the extent that the aggregate amount of funds in any Deposit Account exceeds the amount eligible for deposit insurance (the "***Excess Amount***"), the Beneficiary is entitled to the benefit of collateral securing such Excess Amount;

WHEREAS, the Beneficiary and Account Party have agreed to use one or more irrevocable standby letters of credit in substantially the form attached hereto as Appendix A (each, a "***Letter of Credit***"), issued in favor of the Beneficiary by the Federal Home Loan Bank of Atlanta (the "***Issuer***"), as collateral for some or all of the Excess Amount; and

WHEREAS, to facilitate regular adjustments to each Letter of Credit such that the amount available for drawing under the Letter of Credit is sufficient to secure the Excess Amount that is not otherwise collateralized, the Beneficiary and Account Party have agreed to the terms of, and to be bound by, this Agreement;

NOW, THEREFORE, for and in consideration of the premises and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Beneficiary and Account Party hereby agree as follows:

1. Adjustment Authorization. The Beneficiary authorizes the Account Party to submit adjustment files (each an "***LOC Adjustment File***") to the Issuer on a regular basis to reduce or increase, as applicable, the amount that may be drawn under a Letter of Credit, provided that the maximum amount available to be drawn under such Letter of Credit shall never exceed the Credit Amount (as defined in the Letter of Credit). Each LOC Adjustment File shall be submitted by an authorized officer or agent of the Account Party and from an electronic mail address listed in an incumbency document approved by the Issuer and kept on file with the Issuer.

2. Adjustment Files. The Account Party shall deliver an LOC Adjustment File to the Issuer no later than 11:00 a.m. Eastern Time on each Business Day (as defined hereafter) (the "***LOC Adjustment Deadline***"). Each LOC Adjustment File provided by the Account Party to the Issuer shall be in a format agreed upon by the Issuer and the Account Party and shall specify the date, Letter of Credit number(s) and aggregate amount of deposits held in the Deposit Account(s) that are entitled to the benefit of each Letter of Credit (each, an "***Adjusted Amount***"). Such LOC Adjustment File shall be submitted to the Issuer via electronic mail to

AdvancesOperations@fhlbatl.com, via File Transfer Protocol ("***FTP***") with a concurrent electronic mail to AdvancesOperations@fhlbatl.com notifying the Issuer that the LOC Adjustment File has been delivered to the FTP site, or in such other manner as shall be mutually acceptable to the Issuer and Account Party. The Issuer shall have no obligation or responsibility to ascertain, manage or monitor the amount of funds deposited, maintained or withdrawn by the Beneficiary from its Deposit Account(s) with Account Party at any time, and the Issuer shall conclusively rely on the data contained in the most recent LOC Adjustment File delivered to the Issuer by the LOC Adjustment Deadline to ascertain the Adjusted Amount with respect to each Letter of Credit. No more than one LOC Adjustment File shall be transmitted by the Account Party to the Issuer on or for each Business Day; provided, however, that such LOC Adjustment File may be retransmitted to the Issuer, at the Issuer's request, in the event that there is a technical or operational error that adversely impacts the Issuer's ability to access the information on the LOC Adjustment File that has been transmitted on or for such Business Day. "***Business Day***" means any day on which the Issuer is open for business.

3. Available Amount Under Letter of Credit. The amount available to be drawn under a Letter of Credit on any Business Day shall equal the Adjusted Amount with respect to such Letter of Credit (not to exceed the Credit Amount) set forth in the most recent LOC Adjustment File delivered by the Account Party to the Issuer as of the most recent LOC Adjustment Deadline. The Account Party shall notify the Beneficiary of the aggregate amount available to be drawn under a Letter of Credit by delivering a copy of each LOC Adjustment File to the Beneficiary concurrently with, or promptly after, its delivery of such LOC Adjustment File to the Issuer. Notices may be given to the Beneficiary via electronic mail to [_____@_____] or, where notice by electronic mail transmission is not acceptable to the Beneficiary, by facsimile transmission to [___-___-____]. Notices under this paragraph 3 may also be given to the Beneficiary at such other electronic mail addresses or fax numbers as the Beneficiary may designate for these purposes in writing to the Account Party from time to time.

4. Additional Letter of Credit Modifications. In order to modify terms other than the Adjusted Amount under a Letter of Credit, the Account Party and Beneficiary shall make such requests via a written application for amendment submitted to the Issuer in the form of Appendix B attached hereto (the "***Request Form***"). Any such application shall be signed by the Beneficiary and Account Party prior to being submitted to the Issuer for the Issuer's acceptance and agreement to process the amendment, and no such amendment shall be effective unless confirmed by the Issuer in writing. A Letter of Credit may be terminated by returning the original executed Letter of Credit to the Issuer with a Request Form fully executed by the Beneficiary and Account Party.

5. Representations and Warranties. Each of Beneficiary and Account Party represents and warrants that (i) it is duly organized and validly existing under the laws of its jurisdiction of organization with all necessary power and authority to execute and deliver this Agreement and to perform all of the duties and obligations to be performed by it hereunder, (ii) this Agreement and the performance of all transactions contemplated hereunder have been duly authorized, executed and delivered in accordance with all requisite action, (iii) the person executing this Agreement on its behalf has been duly and properly authorized to do so, (iv) this Agreement constitutes a valid, legal and binding obligation enforceable against it in accordance with its terms, except as may be limited by bankruptcy, insolvency, or similar laws relating to or limiting creditors' rights generally,

or by equitable principles, and (v) the execution, delivery and performance of this Agreement will not violate any agreement by which it is bound or by which any of its assets are affected, or its charter or by-laws, or any statute, regulation, rule, order or judgment applicable to it.

6. Account Party Covenant to Secure Deposits. Account Party covenants, for the benefit of Beneficiary, that it will comply with all applicable laws governing the maintenance of collateral and eligible security for public funds deposited by Beneficiary into the Deposit Account(s) with Account Party. Issuer shall have no duty to determine whether Account Party has complied with this paragraph 6 nor shall such covenant by Account Party impose any obligations on the Issuer other than as set forth in the applicable Letter of Credit.

7. Further Assurances. The Beneficiary and Account Party will execute such further instruments and do such further acts as the other party or Issuer may reasonably request to carry out effectively the terms of this Agreement.

8. Third-Party Beneficiaries. Except as set forth herein, the parties do not confer any rights or remedies upon any person other than the parties to this Agreement and their respective successors and permitted assigns. Notwithstanding the foregoing, the Beneficiary and Account Party hereby designate the Issuer as a third-party beneficiary of this Agreement.

9. Indemnification. Account Party, including any successors in interest, which shall include any receiver for the Account Party, hereby agrees to indemnify, defend and hold harmless the Issuer and its directors, officers, employees and agents from and against any liabilities, claims, demands, obligations or contentions asserted by anyone and all costs and expenses, including, without limitation, attorneys' fees (whether or not suit is instituted) arising out of or in any way incident or related to this Agreement, or any action or omission by Issuer in connection with this Agreement and a Letter of Credit, except to the extent that any such liabilities, claims, demands, obligations, contentions, costs or expenses are caused by Issuer's gross negligence or willful misconduct.

10. Termination. The Account Party or Beneficiary may terminate this Agreement at any time by giving at least ten (10) days' notice in writing to the Issuer and the other party to this Agreement. If a draw is pending under a Letter of Credit at the time a notice is given to terminate this Agreement, this Agreement shall not terminate until such time as the proceeds of any pending draw have been received by the Beneficiary.

11. Entire Agreement. This Agreement represents the entire agreement between the parties, and supersedes all prior agreements, written or oral, concerning the subject matter hereof, and may not be modified or changed unless such modification or change is made in writing and signed by a duly authorized officer of the parties hereto.

12. Governing Law. This Agreement shall be subject to, governed by, and construed in accordance with the laws of the State of [Texas].

13. Severability. If any part of this Agreement shall become or be declared unlawful, the rights and obligations of the parties shall be affected only as is necessary to remove such illegality.

14. Captions. The captions and headings of the various paragraphs of this Agreement are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

[Signatures appear on following page.]

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

Cadence Bank, N.A.

By: _____

Name: _____

Title: _____

[Depositor Name]

By: _____

Name: _____

Title: _____

Appendix A

Letter of Credit

_____, 20___

Beneficiary Name
Address
City, State Zip Code
[Attention: _____]

Re: Irrevocable Standby Letter of Credit Number: XXXXXX

1. At the request and for the account of Cadence Bank, N.A. (the **"Account Party**"), Federal Home Loan Bank of Atlanta (the "**Issuer**") hereby issues this Irrevocable Standby Letter of Credit Number XXXXXX (the "**Letter of Credit**") in favor of _____ (the "**Beneficiary**"). It is understood that this Letter of Credit is being issued to secure public deposits placed with the Account Party by the Beneficiary.

2. The maximum amount available to be drawn under this Letter of Credit shall be the lesser of: (a) _____ U.S. Dollars ($_____) (as such amount is reduced from time to time by the amount of partial draws under this Letter of Credit (the "**Credit Amount**")), or (b) the "**Adjusted Amount**" as set forth in the most recent LOC Adjustment File (as defined herein) so delivered by the Account Party to the Issuer by the most recent LOC Adjustment Deadline (as defined herein). The Account Party has agreed in the Variable Letter of Credit Agreement (the **"Agreement"**) to deliver to Issuer by no later than 11:00 a.m. Eastern Time each Business Day (as defined hereafter) (the "**LOC Adjustment Deadline**") and in the manner specified below, an adjustment file (an "**LOC Adjustment File**") specifying the aggregate amount of deposits that are entitled to the benefit of this Letter of Credit under the terms of the Agreement (the "**Adjusted Amount**"); provided, that if any such LOC Adjustment File is provided to Issuer after 11:00 a.m. Eastern Time on any Business Day, such LOC Adjustment File shall be deemed to have been provided to Issuer by 11:00 a.m. Eastern Time on the immediately succeeding Business Day; and provided further, that if an LOC Adjustment File is not provided (or is deemed to not have been provided) to Issuer on such Business Day, the aggregate amount available under this Letter of Credit shall be the aggregate of the Adjusted Amount as set forth in the most recent LOC Adjustment File theretofore provided to Issuer. Each LOC Adjustment File provided by the Account Party to Issuer shall be in a format agreed upon by Issuer and the Account Party. No more than one LOC Adjustment File shall be transmitted by the Account Party to Issuer on or for each Business Day; provided, however, that such LOC Adjustment File may be retransmitted to the Issuer, at the Issuer's request, in the event that there is a technical or operational error that adversely impacts the Issuer's ability to access the information on the LOC Adjustment File that has been transmitted on or for such Business Day.

3. Each LOC Adjustment File to be delivered hereunder shall be delivered to Issuer via electronic mail to AdvancesOperations@fhlbatl.com, via File Transfer Protocol ("**FTP**") with a concurrent electronic mail to AdvancesOperations@fhlbatl.com notifying the Issuer that the LOC Adjustment File has been delivered to the FTP site, or in such other manner as shall be mutually acceptable to the Issuer and Account Party. Issuer shall have no obligation or responsibility to ascertain, manage or track the amount of funds deposited, maintained or withdrawn by the Beneficiary from its accounts with Account Party at any time, and the Issuer shall conclusively rely on the data contained in the most recent LOC Adjustment File delivered to Issuer by the LOC Adjustment Deadline to ascertain the Adjusted Amount.

4. This Letter of Credit expires at 5:00 p.m., Eastern Time, on _____, 20___ (the "**Expiration Date**"). [The Expiration Date shall be automatically extended, without amendments, for successive one (1) year periods from the Expiration Date, unless at least 45 Business Days prior to the then applicable Expiration Date, the Issuer notifies the Beneficiary and the Account Party in writing, by registered mail or

overnight delivery, that the Issuer, in its sole discretion, does not elect to extend the Expiration Date for any such additional period. Any notice of non-extension shall be sent to: (i) the Beneficiary at the address shown below in paragraph 10 or at such other address as the Beneficiary may provide to Issuer in writing and (ii) the Account Party at the address shown below in paragraph 10, provided that, in each case, the Issuer receives such change of address not later than ten (10) Business Days before the deadline for the non-extension notice. The Expiration Date is not subject to automatic extension beyond [_____, 20___ [***(note that this date shall be no more than 10 years from the Issuance Date)***]], except in accordance with the terms of an amendment issued by the Issuer pursuant to a request made in the form of Exhibit A attached hereto. For purposes of this Letter of Credit, "**Business Day**" means any day on which the Issuer is open for business. If the Expiration Date is not a Business Day, then the Expiration Date shall be the next Business Day. This Letter of Credit shall be promptly surrendered to Issuer by Beneficiary upon such expiration.

5. This Letter of Credit may be amended from time to time, including increases and reductions to the Credit Amount, pursuant to a written application for amendment submitted to the Issuer in the form of Exhibit A attached hereto. Any such application shall be signed by the Beneficiary and Account Party prior to being submitted to the Issuer for the Issuer's acceptance and agreement to process the amendment, and no such amendment shall be effective unless executed by the Issuer in writing.

6. The Issuer undertakes to the Beneficiary to honor each presentation made by the Beneficiary to the Issuer at 1475 Peachtree Street N.E., Atlanta, Georgia 30309, Attention: Advances Operations Manager, Accounting Operations or via facsimile at 404-888-5649, of the following documents:

(a) A copy of the Letter of Credit (including any amendments);

(b) A completed and duly executed demand in the form of Exhibit B attached hereto (the "**Demand**"); and

(c) A certificate of incumbency in the form of Exhibit C for any authorized officer or representative of the Beneficiary who executes the Demand required hereunder.

Such documents must be delivered to Issuer by no later than 5:00 p.m., Eastern Time, on the Expiration Date of this Letter of Credit. In connection with a presentation made under this Letter of Credit, Beneficiary is requested, as a courtesy but not as a condition limiting the Issuer's obligations, to telephone the Issuer at 1-800-536-9650, extension 8054, to inform the Issuer of Beneficiary's presentation being faxed or sent to Issuer.

7. Partial and multiple drawings are permitted, provided that drawings honored by Issuer hereunder shall not, in the aggregate, at any time exceed the Credit Amount as in effect at that time. In the event that a presentation is made by the Beneficiary to the Issuer for a drawing in an amount greater than the lesser of: (a) the Credit Amount in effect at that time or (b) the aggregate of the Adjusted Amount as set forth in the most recent LOC Adjustment File so delivered by the Beneficiary to the Issuer by the most recent LOC Adjustment Deadline, then such drawing shall not be honored, in whole or in part, and a new presentation must be submitted by the Beneficiary to the Issuer for a drawing permitted hereunder if the Beneficiary desires to draw under this Letter of Credit.

8. This Letter of Credit is issued subject to the International Standby Practices (1998), International Chamber of Commerce Publication No. 590 ("**ISP98**"). This Letter of Credit shall also be governed by the laws of the State of Texas to the extent not inconsistent with ISP98.

9. Except as specifically provided in this paragraph 9, this Letter of Credit is not transferable or assignable, either in whole or in part, except with Issuer's express written consent.

10. Except as otherwise expressly provided in this Letter of Credit, all notices and other communications provided for in this Letter of Credit shall be in writing, duly signed by the party giving such notice, and shall be delivered by hand, facsimile, electronic mail transmission or mailed by registered or certified mail, as follows, or to such other address, electronic mail addresses or fax numbers as may designated by a party in writing to the other parties:

If to Issuer:	Federal Home Loan Bank of Atlanta 1475 Peachtree Street N.E. Atlanta, Georgia 30309 Attention: Advances Operations Manager Telephone: 800-536-9650, extension 8054 Facsimile: 404-888-5649 Email Address: AdvancesOperations@fhlbatl.com
If to Beneficiary:	[Entity Name] [Address] Attention: Facsimile: Email Address:
If to Account Party:	Cadence Bank, N.A. 2100 Third Avenue North, Suite 1100 Birmingham, Alabama 35203 Attention: Tell Alessio Tell.Alessio@Cadencebank.com

Sincerely,

Federal Home Loan Bank of Atlanta

By: _____
Name:
Title:

By: _____
Name:
Title:

Exhibit A

FHLBank ATLANTA
A FEDERAL HOME LOAN BANK

REQUEST TO AMEND OR TERMINATE STANDBY LETTER OF CREDIT

1475 Peachtree Street, N.E., Atlanta, GA 30309, Attention: Advances Operations, advancesoperations@fhlbatl.com

Member/FHLBank Atlanta Account Holder: _____ *(referred to hereinafter as "Member")*

Please complete the required information in the fields below and deliver this form, properly executed by the Member and the Beneficiary to the Federal Home Loan Bank of Atlanta (the "Bank") at the above address.

Member hereby requests that the Bank amend the Federal Home Loan Bank of Atlanta Letter of Credit No. _____ having an original issue date of _____ (the "Letter of Credit"), issued in favor of _____ ("Beneficiary") in the original amount of $ 0.00 _____ for the Member's account as follows (*check the applicable box(es) below and provide the requested information*):

☐ Change the Final Expiration Date from _____ to _____
(A letter of credit extended beyond one year will continue to be subject to any annual extension provisions set out in such Letter of Credit unless otherwise requested below under the "Other" category.)

☐ Change the Credit Amount:

- ☐ The amount of the Letter of Credit (the "Credit Amount") is **increased** to $ 0.00 _____
- ☐ The amount of the Letter of Credit (the "Credit Amount") is **decreased** to $ 0.00 _____

☐ Terminate the Letter of Credit (*The original Letter of Credit must be returned by courier or registered mail, return-receipt requested, to the Bank along with this form. If the original Letter of Credit is lost, please contact Advances Operations at 800-536-9650 x 8054 for further instructions.*)

☐ Other (please specify): _____

Desired Effective Date of Amendment: _____
(Desired Effective Date must be a Bank business day. Allow a minimum of 3 Bank business days for processing.)

NOTE: The Bank reserves the right to request updated financial information from the Member, and the Bank may, in its sole discretion, reject a request to amend or terminate the Letter of Credit.

It is understood and agreed that the requested amendment or termination is subject to the express written approval of the Member and Beneficiary. No such amendment or termination shall be processed until the Bank has received all relevant approvals and documentation. Any amended Letter of Credit shall remain in full force and effect, and the amendment and the Letter of Credit shall be governed by the International Standby Practices 1998 (ISP98) unless otherwise expressly stated in the Letter of Credit.

MEMBER

By: _____
*(Authorized Signature)***
Name: _____
Title: _____
Date: _____

Name of Primary Member Contact for Questions and Communications Regarding this Request:
_____
Phone: _____
Email: _____

BENEFICIARY

By: _____
(Authorized Signature)
Name: _____
Title: _____
Date: _____

Name of Primary Beneficiary Contact for Questions and Communications Regarding this Request:
_____
Phone: _____
Email: _____

****This form must be signed by an officer or agent of the Member authorized by the Corporate Resolution and Signature Card for Advances or the Credit and Collateral Signature Card on file with the Bank.**

This section is intended for FHLBank Atlanta's internal office use only.

Approved _____

(03/2019) 3791594

Exhibit B

Demand

The undersigned beneficiary (the "**Beneficiary**") demands payment of U.S. $_____ under the Federal Home Loan Bank of Atlanta Irrevocable Standby Letter of Credit No. XXXXXX dated _____, 20____. The amount of this drawing represents a sum due by Cadence Bank, N.A. ("**Account Party**") to the Beneficiary, which amount Account Party has failed to pay.

[Beneficiary Name]

By its undersigned authorized officer or representative:

By: _____
Name: _____
Title: _____

Date: _____

Payment Instructions:
_____
_____
_____

Exhibit C

Certificate of Incumbency

The undersigned, [Secretary/ Assistant Secretary / Manager / Managing Member / Vice President] of _____ (hereinafter the "**Beneficiary**") hereby certifies as follows:

1. That he/she/it is the duly elected, qualified and acting [Secretary/ Assistant Secretary / Manager / Managing Member / Vice President] of the Beneficiary.

2. That the following named person(s) was/were designated and appointed to the position(s) indicated below, and that said person(s) does/do continue to hold such position(s) at this time, and the signature(s) set forth opposite the name(s) are genuine signatures.

Name	Signature	Title
_____	_____	_____
_____	_____	_____
_____	_____	_____

3. That the person(s) designated to serve in the above-entitled position(s) is/are authorized to execute on behalf of, and to bind, the Beneficiary with respect to the documents contemplated under the Federal Home Loan Bank of Atlanta Irrevocable Standby Letter of Credit No. XXXXXX dated _____, 20____.

By_____
Name:
Title:

Appendix B

Amendment and Termination Request Form

FHLBank ATLANTA
A FEDERAL HOME LOAN BANK

REQUEST TO AMEND OR TERMINATE STANDBY LETTER OF CREDIT

1475 Peachtree Street, N.E., Atlanta, GA 30309, Attention: Advances Operations, advancesoperations@fhlbatl.com

Member/FHLBank Atlanta Account Holder: _____ *(referred to hereinafter as "Member")*

Please complete the required information in the fields below and deliver this form, properly executed by the Member and the Beneficiary to the Federal Home Loan Bank of Atlanta (the "Bank") at the above address.

Member hereby requests that the Bank amend the Federal Home Loan Bank of Atlanta Letter of Credit No. _____ having an original issue date of _____ (the "Letter of Credit"), issued in favor of _____ ("Beneficiary") in the original amount of $ 0.00 _____ for the Member's account as follows (*check the applicable box(es) below and provide the requested information*):

☐ Change the Final Expiration Date from _____ to _____
(A letter of credit extended beyond one year will continue to be subject to any annual extension provisions set out in such Letter of Credit unless otherwise requested below under the "Other" category.)

☐ Change the Credit Amount:

- ☐ The amount of the Letter of Credit (the "Credit Amount") is **increased** to $ 0.00 _____
- ☐ The amount of the Letter of Credit (the "Credit Amount") is **decreased** to $ 0.00 _____

☐ Terminate the Letter of Credit (*The original Letter of Credit must be returned by courier or registered mail, return-receipt requested, to the Bank along with this form. If the original Letter of Credit is lost, please contact Advances Operations at 800-536-9650 x 8054 for further instructions.*)

☐ Other (please specify): _____

Desired Effective Date of Amendment: _____
(Desired Effective Date must be a Bank business day. Allow a minimum of 3 Bank business days for processing.)

NOTE: The Bank reserves the right to request updated financial information from the Member, and the Bank may, in its sole discretion, reject a request to amend or terminate the Letter of Credit.

It is understood and agreed that the requested amendment or termination is subject to the express written approval of the Member and Beneficiary. No such amendment or termination shall be processed until the Bank has received all relevant approvals and documentation. Any amended Letter of Credit shall remain in full force and effect, and the amendment and the Letter of Credit shall be governed by the International Standby Practices 1998 (ISP98) unless otherwise expressly stated in the Letter of Credit.

MEMBER

By: _____
*(Authorized Signature)***
Name: _____
Title: _____
Date: _____

Name of Primary Member Contact for Questions and Communications Regarding this Request:
_____
Phone: _____
Email: _____

BENEFICIARY

By: _____
(Authorized Signature)
Name: _____
Title: _____
Date: _____

Name of Primary Beneficiary Contact for Questions and Communications Regarding this Request:
_____
Phone: _____
Email: _____

****This form must be signed by an officer or agent of the Member authorized by the Corporate Resolution and Signature Card for Advances or the Credit and Collateral Signature Card on file with the Bank.**

This section is intended for FHLBank Atlanta's internal office use only.

Approved _____

(03/2019) 3791594

Deposit Placement Agreement

You, the undersigned, enter into this ICS Deposit Placement Agreement (this "*Agreement*") with
("*we*" or "*us*"). This Agreement states the terms and conditions on which we will endeavor to place funds of yours into deposit accounts at other depository institutions from a transaction account with us into which you have deposited funds for such placement (the "*Transaction Account*").

Each depository institution at which we place funds (a "*Destination Institution*") will be a depository institution at which deposit accounts are insured by the Federal Deposit Insurance Corporation ("*FDIC*") up to maximum deposit insurance amounts.

1. ICS Service and Deposit Accounts

1.1. *ICS Service*

(a) We will endeavor to place funds of yours (as a "*Relationship Institution*") at Destination Institutions using ICS®, the Insured Cash Sweep® service, of Promontory Interfinancial Network, LLC ("*Promontory Network*"). The Bank of New York Mellon ("*BNY Mellon*") will act as issuing agent, sub-custodian, settlement agent, and recordkeeper.

(b) Subject to the other terms and conditions of this Agreement, when we place funds of yours in a deposit account held at a Destination Institution for your funds placed through the ICS service (a "*Deposit Account*"), the amount of our outstanding placements of your funds at the Destination Institution through ICS will not exceed the FDIC standard maximum deposit insurance amount ("*SMDIA*"), which is currently $250,000.

(c) We offer placement of funds through ICS to businesses, nonprofit entities, and, subject to applicable law, public entities. We may also choose to place funds through ICS for individuals with a demonstrated need to maintain large cash balances (*e.g.*, $500,000 or more) over a 12-month period. You must be capable of using, and you agree to use, the ICS Depositor Control Panel ("*DCP*"), an online tool described in this Agreement, to review proposed placements and for other purposes. You also agree to receive notices concerning ICS deposits that may be posted on the DCP or sent by email.

1.2. *Deposit Accounts at Destination Institutions*

(a) Each Deposit Account, including the principal amount and the accrued interest, will be a deposit obligation solely of the Destination Institution at which the Deposit Account is held. It will not be a deposit obligation of ours or of Promontory Network, BNY Mellon, or any other person or entity.

(b) Funds in your Deposit Accounts will be "deposits," as defined by federal law, at the Destination Institutions. Appendix A further describes the Deposit Accounts, which will be non-time deposits that you access as described in this Agreement.

2. Your Relationship With Us

2.1. *Agency and Custodial Relationship*

(a) We will act as your agent in placing your funds through the ICS service. Under a separate agreement with you that grants us custodial powers (the "*Custodial Agreement*"), we will also act as your custodian with respect to the Deposit Accounts.

(b) Each Deposit Account will be recorded (i) on the records of the Destination Institution in the name of BNY Mellon, as our sub-custodian, (ii) on the records of BNY Mellon in our name, as your custodian, and (iii) on our records in your name. The recording will occur in a manner that permits the Deposit Account to be FDIC-insured to the same extent as if it were recorded on the records of Destination Institution in your name.

(c) For purposes of Article 8 of the Uniform Commercial Code, we will act as your securities intermediary for, and will treat as financial assets, the Deposit Accounts and all your security entitlements and other related interests and assets with respect to the Deposit Accounts, and we will treat you as entitled to exercise the rights that constitute the Deposit Accounts. All interests that we hold with respect to the Deposit Accounts will be held by us only as your securities intermediary and will not be our property. You will be the owner of all funds of yours that we place for you through the ICS service and any interest on those funds.

2.2. *Termination of Custodial Relationship*

(a) Either you or we may terminate the custodial relationship between you and us at any time. You may not transfer the Deposit Accounts to another custodian, but you may dismiss us as your custodian with respect to a Deposit Account and request that the Deposit Account be recorded on the records of the Destination Institution in your name. We will endeavor to cause any such request to be promptly forwarded to the Destination Institution. Each Destination Institution has agreed that it will promptly fulfill any such requests, subject to its customer identification policies and other standard account opening terms and conditions.

(b) If a Deposit Account has been recorded on the records of a Destination Institution in your name pursuant to Section 2.2(a), you will be able to enforce your rights in the Deposit Account directly against the Destination Institution, but we will no longer have any custodial responsibility with respect to the Deposit Account and you will not be able to enforce any rights with respect to the Deposit Account against the Destination Institution through us.

3. Custodial Account, Depositor Identifier, and Interest Rate

3.1. *Custodial Account and Depositor Identifier*

(a) As your custodian, we will open on our records, either directly or with the assistance of BNY Mellon, a custodial account in which we will hold your interests with respect to the Deposit Accounts (an "*ICS Custodial Account*"). We may permit you to have multiple ICS Custodial

Accounts for your business purposes, and we may also permit you to have multiple Transaction Accounts associated with a single ICS Custodial Account.

(b) On the signature page of this Agreement, you will enter a unique alphanumeric identifier for you (a "*Depositor Identifier*"), which will be associated with your ICS Custodial Account. You will enter as your Depositor Identifier your federal taxpayer identification number ("*TIN*"), unless you do not have a TIN, in which case you will enter an alternate identifier that we approve.

(c) If you do not have a TIN and use an alternate identifier, you must use the same alternate identifier for all placements of your funds, by us or by any other institution, through the ICS service or Promontory Network's CDARS® service. If you do not have a TIN and subsequently obtain one, you must promptly report it to us and any such other institutions, and we may use the TIN as your Depositor Identifier.

3.2. *Interest Rate*

(a) The interest rate for your Deposit Accounts at Destination Institutions on any day will be the then-current rate we establish for them, which may be any rate (including zero) and which we may modify at any time (the "*Interest Rate*"). We do not promise that the Interest Rate will be any particular rate or that the Interest Rate that is effective at a given time will be effective at a later time. Through your continued participation in ICS, you accept each applicable Interest Rate.

(b) Payment of the full amount of all accrued interest on a Deposit Account at a Destination Institution will be solely the responsibility of the Destination Institution. Neither we nor any other person or entity will be indebted to you for such payment.

4. Placement Procedures

4.1. *Settlement and Balances*

(a) Settlement of payments to and from ICS participating institutions through BNY Mellon ("*ICS Settlement*") will occur on each day that is not a Saturday, a Sunday, or another day on which banks in New York, New York, are authorized or required by law or regulation to close (a "*Business Day*").

(b) On any day, you may confirm through the DCP the aggregate principal balance in your Deposit Accounts (your "*Program Balance*") for each ICS Custodial Account, and your principal balance and accrued interest at each Destination Institution, as of the preceding Business Day or, after completion of ICS Settlement on a Business Day, as of that Business Day.

4.2. *Triggering Events*

(a) Schedule 1 to this Agreement sets forth events that will trigger a transfer of funds from the Transaction Account to the Deposit Accounts at ICS Settlement (a "*Program Deposit*") or a transfer of funds from the Deposit Accounts to the Transaction Account at ICS Settlement (a "*Program Withdrawal*").

(b) Depending on the terms of Schedule 1, an event that triggers a Program Deposit or a Program Withdrawal (a "*Triggering Event*") may be a specified change in the Transaction Account balance, a request by you that we accept, or another event described in Schedule 1.

(c) If we permit you to have multiple Transaction Accounts associated with a single ICS Custodial Account, Schedule 1 may specify separate sets of Triggering Events for each Transaction Account or one set of Triggering Events for all Transaction Accounts.

(d) Your Transaction Account deposits, alone or when aggregated with other deposits in the same insurable capacity, may exceed the SMDIA. Schedule 2 provides important information concerning the risk of having Transaction Account deposits that exceed the SMDIA.

4.3. *Program Deposits*

(a) The occurrence of a Triggering Event for a Program Deposit does not result in a transfer of funds to your Deposit Accounts until the applicable ICS Settlement occurs.

(b) Subject to the other terms and conditions of this Agreement, and except as provided in Section 4.3(c), a Triggering Event for a Program Deposit under Schedule 1 will result in a transfer of funds to your Deposit Accounts at ICS Settlement the *next* Business Day (a "*Regular Program Deposit*").

(c) Schedule 1 states whether a transfer of funds to your Deposit Accounts at ICS Settlement on the *same* Business Day (a "*Same-Day Program Deposit*") is available and, if so, the cutoff time for you to request a Same-Day Program Deposit (the "*Same-Day Deposit Cutoff Time*"). To the extent Schedule 1 so provides, and subject to the other terms and conditions of this Agreement, a request that we receive and accept before the Same-Day Deposit Cutoff Time will be a Triggering Event that results in a Same-Day Program Deposit.

(d) We may impose a maximum Program Balance amount for your deposits placed through ICS and will inform you of any maximum Program Balance we impose. Even if a Triggering Event for a Program Deposit occurs, we may choose not to transfer the amount to your Deposit Accounts to the extent it would cause the Program Balance to exceed the maximum amount. In addition, we may choose not to transfer to the Deposit Accounts an amount that we have credited to the Transaction Account, but have not yet collected from a third party.

4.4. *Program Withdrawals*

(a) Subject to the other terms and conditions of this Agreement, and except as provided in Section 4.4(b), a Triggering Event for a Program Withdrawal under Schedule 1 will result in a transfer of funds from your Deposit Accounts at ICS Settlement the *next* Business Day (a "*Regular Program Withdrawal*").

(b) Schedule 1 states whether the transfer of funds from your Deposit Accounts at ICS Settlement on the *same* Business Day (a "*Same-Day Program Withdrawal*") is available and, if so, the cutoff time for you to request a Same-Day Program Withdrawal (the "*Same-Day Withdrawal Cutoff Time*"). To the extent Schedule 1 so provides, and subject to the other terms and conditions of this Agreement, a request that we receive and accept before the Same-Day Withdrawal Cutoff

Time will be a Triggering Event that results in a Same-Day Program Withdrawal.

4.5. *Program Withdrawal Advances; Security Interest*

(a) If Schedule 1 provides that we will advance funds to you in anticipation of a Program Withdrawal, or if we otherwise decide in our discretion to advance funds to you in anticipation of a Program Withdrawal, you will owe the amount of these funds to us and we will retain from the funds we receive at ICS Settlement the amount we have advanced to you.

(b) With respect to any amount that you owe to us pursuant to Section 4.5(a):

(i) you grant us, and acknowledge that we have, a security interest in, and a lien on, your Deposit Accounts, related security entitlements, and other related interests and assets that we may hold for you as custodian and securities intermediary pursuant to the Custodial Agreement for the amount you owe to us,

(ii) if a Destination Institution fails before a Program Withdrawal is completed, we may retain the amount of the Program Withdrawal from the proceeds of your FDIC insurance claim to satisfy the amount you owe to us, and

(iii) to the extent the amount you owe to us is not satisfied from the interests and assets we are holding for you pursuant to the Custodial Agreement, or from the proceeds of any FDIC insurance claim, the amount remains owed by you to us and is payable on demand.

(c) If, in a separate agreement, you have granted us a security interest in your Deposit Accounts or in any security entitlements or other interests or assets relating to your Deposit Accounts as collateral for a loan to you or otherwise, we may decline to honor a request for a Program Withdrawal, or decline to honor a debit transaction in the Transaction Account that would trigger a Program Withdrawal or be funded by a Program Withdrawal, to the extent the Program Withdrawal would cause your Program Balance to fall below the loan amount or other amount that you have agreed to maintain in your Deposit Accounts or to which the security interest applies. If, in a separate agreement, you have granted us a security interest in the Transaction Account, we also may decline to honor debit transactions in the Transaction Account in accordance with the separate agreement.

4.6. *Statements*

(a) For each ICS Custodial Account, we will provide you with periodic account statements that include your Program Balance as of the end of the statement period, the total interest you have earned on your Deposit Accounts during the period, the rate of return you have earned on the daily average closing principal balance in your Deposit Accounts for the period (which will be referred to as the "*Statement Period Yield*"), and your principal balance at each Destination Institution in which your funds are deposited as of the end of the period. You should retain these account statements.

(b) The account information available on the DCP as described in Section 4.1(b), and the periodic statements described in Section 4.6(a), will be the only evidence that you will receive of your ownership of the funds. You should retain the account statements for your records.

5. Daily Allocation and Depositor Control

5.1. *Daily Allocation; Review and Consent*

(a) In addition to allocating your funds to each Destination Institution in an amount that is under the FDIC insurance limit, the ICS process for allocating Program Deposits, Program Withdrawals, and funds already on deposit reflects various considerations, including the need for certain Destination Institutions to receive deposits in amounts they have placed for their own customers and possible limits on the amounts a Relationship Institution is authorized to place or a Destination Institution has agreed to receive. Applicable deposit amounts may change from day to day. Accordingly, the allocation of funds takes place each Business Day.

(b) As a result of the daily allocation of funds in ICS and the allocation objectives outlined in Section 5.1(a), the set of Destination Institutions to which your funds on deposit are allocated on a Business Day, and the amount allocated to each Destination Institution, may differ from a previous Business Day's allocation. A different allocation may involve the movement of funds from one Destination Institution to another Destination Institution, even though you do not have a Program Deposit or a Program Withdrawal. Such movements of funds will not affect any Interest Rate.

(c) You exercise control over the allocation of your funds through direct contact with us and through the DCP. You are responsible for reviewing the important information we provide you through the DCP, including information regarding proposed allocations that we provide each Business Day. In addition, on request at any time, we will provide you with a list of all Destination Institutions.

(d) Although we will not allocate your funds to Destination Institutions that you exclude or reject as set forth below, you authorize and consent to the allocation of your funds at Destination Institutions that you approve, or do not exclude or reject, as set forth below.

5.2. *Destination Institution Exclusions*

(a) You may enter the name of any depository institution on a list of exclusions from eligibility to receive your funds through ICS (the "*List of Exclusions*"). The initial List of Exclusions appears in Schedule 4 to this Agreement.

(b) An exclusion in Schedule 4 is effective when we have signed the Agreement. You may later add exclusions to your List of Exclusions, or subtract exclusions from your List of Exclusions, by contacting us in a manner we specify. If you add an exclusion in this manner, the new exclusion will be effective within one Business Day after the first Business Day on which we have received the notice from you.

(c) If, on a Business Day, you have outstanding deposits that we have placed for you using Promontory Network's CDARS service, and you have provided the same taxpayer identification number to us for

purposes of CDARS and ICS, our allocation of your funds at Destination Institutions for that Business Day in ICS:

(i) will not include allocation to a Destination Institution that is the subject of a then-effective designation by you as ineligible to receive your funds through CDARS, and

(ii) will not cause the balance in your Deposit Accounts at a Destination Institution, together with the outstanding deposits, if any, that we have placed for you at that Destination Institution through CDARS, to exceed the SMDIA.

5.3. *Depositor Control Panel*

(a) Promontory Network will assist us in providing the DCP to you. Schedule 3 to this Agreement provides access information for the DCP. When you first log in to the DCP using the login credentials described in Schedule 3, you will be required to change your DCP user name and password.

(b) You represent that you have a computer with Internet access, an e-mail address, the ability to download and print information from the DCP for your records, and the knowledge and experience to use an online tool for the DCP functionality. In addition, you acknowledge that you will be required to obtain and maintain all equipment and services necessary for access to the DCP.

5.4. *Depositor Placement Review*

(a) Each Business Day, your aggregate principal balance that will be in Deposit Accounts at Destination Institutions after that day's ICS Settlement will be provisionally allocated to Destination Institutions. The amount allocated will reflect your Program Balance as of the last ICS Settlement, plus any Program Deposit that will occur at the day's ICS Settlement, minus any Program Withdrawal that will occur at the day's ICS Settlement. The allocation may provide that previously-deposited funds will be removed from one or more Destination Institutions and deposited in one or more other Destination Institutions.

(b) After the provisional allocation occurs on a Business Day, but before it becomes final at the day's ICS Settlement, Depositor Placement Review ("*DPR*") will occur through the DCP. Even if a Destination Institution is not on your List of Exclusions, the final allocation that day will not allocate your funds to a Destination Institution at ICS Settlement if you reject it during DPR through the DCP. The initial DPR time period is set forth in Schedule 3. We may change the DPR period by posting advance notice of the change on the DCP. Your rejection of a Destination Institution will be effective only if you submit it, as specified in the DCP, before DPR ends.

(c) In DPR, you will see a list of Destination Institutions to which your funds are proposed to be allocated at ICS Settlement later that day (the "*Proposed Placement List*"), reflecting the provisional allocation of all your funds, including funds that will be moved from one Destination Institution to another Destination Institution. The Proposed Placement List will include the principal balance allocated to each Destination Institution. If you review the Proposed Placement List, and you click the approval button or you do not reject any of the Destination Institutions on the list, you will be approving the proposed allocation and your funds will be allocated in accordance with the list.

(d) If you reject any of the Destination Institutions on the Proposed Placement List, you will be approving allocation to Destination Institutions on the list that you do not reject. After entering rejections, if sufficient time remains in DPR, you will have the opportunity to review a list of other Destination Institutions to which your funds could be allocated (the "*Alternate Placement List*"). If you click the approval button for the Alternate Placement List, or you do not reject any of the Destination Institutions on it, you will be approving the allocation of your funds to any of the listed Destination Institutions. If you reject any of the Destination Institutions on the Alternate Placement List, you will be approving allocation to listed Destination Institutions that you do not reject. Your funds may be allocated to any combination of Destination Institutions on the Proposed Placement List and the Alternate Placement List that you do not reject.

(e) If the provisional allocation on a Business Day would result in funds of yours currently at one Destination Institution being moved to another Destination Institution and you reject the other Destination Institution in DPR that Business Day, the funds will not necessarily remain at the first Destination Institution. The funds will be allocated to a Destination Institution that you do not reject or returned to the Transaction Account.

(f) A Destination Institution that you reject in DPR will also be added to your List of Exclusions, for purposes of future allocations, within one Business Day after the Business Day on which you submit the rejection.

(g) We do not guarantee that all your funds will be allocated to Destination Institutions on any particular day, even if they were allocated to Destination Institutions on a previous day. Exclusions of Destination Institutions, and rejections of Destination Institutions in DPR, may increase the chance that funds will not be allocated. If funds not yet transferred to your Deposit Accounts are not allocated to a Destination Institution on a Business Day, the funds will remain in the Transaction Account. If funds previously transferred to the Deposit Accounts are not allocated to a Destination Institution on a Business Day, the funds will be returned to the Transaction Account.

6. FDIC Insurance Considerations

6.1. *Deposit Insurance Coverage*

(a) You may obtain information about FDIC deposit insurance coverage by visiting the FDIC website at www.fdic.gov or by contacting the FDIC by letter, email, or telephone. All your deposits at a Destination Institution in the same insurable capacity (whether you are acting directly or through an intermediary) will be aggregated for purposes of the SMDIA. You should add to your List of Exclusions any FDIC-insured depository institution at which you have other deposits in the same insurable capacity. Insurable capacities include, among others, individual accounts and joint accounts.

(b) Separate divisions within a corporate entity are not eligible for separate insurance coverage, and a separate TIN or other Depositor Identifier does not necessarily evidence or establish a separate

insurable capacity. It is your obligation to determine whether funds we are placing for you through ICS are maintained in separate insurable capacities. We will use the Depositor Identifier to identify you, and we will place your funds on the understanding that you are not depositing funds for placement under more than one Depositor Identifier in the same insurable capacity.

(c) The requirements for FDIC deposit insurance coverage of the deposits of the United States government, state, county, and municipal governments and their political subdivisions, the District of Columbia, and the Commonwealth of Puerto Rico are set forth in FDIC regulations. If you are a governmental unit, you are responsible for determining whether the requirements for deposit insurance have been met. We are not responsible for uninsured losses resulting from the placement of deposits that are not eligible for deposit insurance.

(d) The records maintained for us by BNY Mellon regarding ownership of the Deposit Accounts will be used to establish your eligibility for deposit insurance coverage. Accordingly, you must immediately report to us any changes in ownership information. We will inform BNY Mellon of any such changes so that it will have accurate information to provide to the FDIC if a Destination Institution fails and the FDIC pays its insured deposits by cash payment. The FDIC could also require you to provide additional documentation.

6.2. *Deposit Insurance Payments*

(a) In case of the liquidation of, or other closing or winding up of the affairs of, an insured depository institution, the FDIC is generally required by law to pay each insured deposit "as soon as possible," either by cash payment or by transferring the deposit to another insured depository institution. It is possible, however, that an insurance payment could be delayed. Neither we nor any other person or entity will be obligated to advance funds to you with respect to an insurance payment or to make any payment to you in satisfaction of a loss you might incur as a result of a delay in an insurance payment.

(b) If a Destination Institution at which your funds are deposited is closed and the FDIC does not transfer deposits that include your funds to another insured depository institution, but will make a deposit insurance cash payment, we will cause a deposit insurance claim for your funds to be filed with the FDIC, and we will credit to you the proceeds of the deposit insurance claim that we receive for your funds, subject to any valid security interest.

(c) If the FDIC makes a deposit insurance cash payment for a Deposit Account at a closed Destination Institution, the FDIC is required by law to pay the principal amount plus unpaid accrued interest to the date of the closing of the Destination Institution, as prescribed by law, subject to the SMDIA. No interest is earned on a Deposit Account after the Destination Institution closes.

(d) If the FDIC transfers the deposits of a closed Destination Institution to another insured depository institution, the acquiring institution may assume a Deposit Account. The acquiring institution may change the rate at which it pays interest on the assumed Deposit Account, subject to your right to withdraw the funds.

6.3. *Responsibility to Monitor Deposits; Available Information*

(a) You are responsible for monitoring the total amount of your funds at each Destination Institution in each insurable capacity to determine the extent of FDIC deposit insurance coverage available to you for deposits at that Destination Institution. You should confirm that each placement of your funds at Destination Institutions is consistent with your exclusions and rejections.

(b) Publicly available financial information concerning the Destination Institutions can be obtained by you at the website of the National Information Center of the Federal Reserve System at www.ffiec.gov/nicpubweb/nicweb/nichome.aspx.

7. Additional Considerations

7.1. *Reciprocal and One-Way*

(a) We may participate in the ICS service through one or both of two different forms of the service. When we place your funds using ICS® Reciprocal, we will receive matching funds placed by other participating institutions for their customers and pay a fee to Promontory Network. When we place your funds using ICS® One-Way℠, we will not receive matching funds placed by other participating institutions for their customers or pay a fee to Promontory Network, but we and Promontory Network may receive fees from Destination Institutions in connection with funds placed. The fees may be different for different Destination Institutions.

(b) Interest on the Deposit Accounts will be earned at the Interest Rate, whether we use ICS Reciprocal or ICS One-Way in placing your funds. Available rates may be different depending on which form of ICS we use. In ICS Reciprocal, the fee we pay to Promontory Network may affect available rates. In ICS One-Way, fees paid by Destination Institutions to us or to Promontory Network, or cost-of-funds rates at which Destination Institutions may request funds, may affect available rates. We will not collect a fee from you for the placement of your funds through ICS.

(c) Schedule 4 includes two boxes relating to which form of the ICS service we may use for placement of your funds. If you check the first of these two boxes, we may use ICS Reciprocal, ICS One-Way, or both. We will not be obligated to inform you of the rates that might be available using the form we do not use, and we may select a form that provides greater benefits to us. If you check the second of these two boxes, we may use only ICS Reciprocal.

(d) If you are subject to restrictions on the placement of your funds at depository institutions, you are responsible for determining whether the placement of your funds through ICS, in accordance with Schedule 4, satisfies the restrictions.

7.2. *Compare Rates*

(a) We are not acting as your investment advisor, and we are not advising you about alternative investments. You are responsible for comparing the rates of return and other features of the Deposit Accounts to other available deposit accounts and other kinds of investments before choosing placement of your funds through ICS.

(b) The Interest Rate may be higher or lower than a cost-of-funds rate for a Destination Institution, an interest rate for another customer, or interest rates on comparable deposits available directly from us, from the Destination Institutions at which the Deposit Accounts are held, from other Destination Institutions, or from insured depository institutions that are not Destination Institutions.

(c) To the extent permitted by applicable law, Promontory Network may offer us and our employees non-cash incentives of insignificant monetary value, such as plaques, in connection with our placement of funds.

7.3. *Allocation Considerations and Compensatory Payments*

(a) The ICS allocation process is subject to applicable law and may be affected by our objectives, Promontory Network's objectives, or both, including administrative convenience, reduction of costs, and enhancement of profits.

(b) Participating institutions in the ICS service may make compensatory payments resulting in payments to other participating institutions, or receive compensatory payments resulting from payments by other participating institutions, reflecting the difference between an interest rate for a placing institution's customers and a rate at which the receiving institution would otherwise pay interest.

(c) If we were to become insolvent, our receiver or other successor in interest could transfer custody of the Deposit Accounts, and our rights and obligations under this Agreement, to a new custodian that participates in ICS. Alternatively, you could exercise your right to have the Deposit Accounts recorded on the records of the Destination Institutions in your name pursuant to Section 2.2(a).

7.4. *Mutual Institution Voting and Subscription Rights*

(a) Your funds may be placed in a Deposit Account at a Destination Institution that is in the mutual form of organization. Such a Deposit Account will be recorded on the records of the mutual institution in the name of the sub-custodian and not in your name. The sub-custodian will not attend or vote at any meeting of the depositor members of a mutual institution, or exercise any subscription rights in a mutual institution's mutual-to-stock conversion, either on its own behalf or on your behalf. You hereby waive any right you may have to attend or vote at any meeting of the depositor members, or to receive or exercise any subscription rights you may have in the event that the mutual institution converts from mutual to stock form, even if your funds were on deposit in a Deposit Account as of an applicable record date.

(b) If we receive from the sub-custodian notice of a meeting of depositor members of a mutual institution or other materials or information relating to a mutual institution's mutual-to-stock conversion, we may forward such notice, materials, or information to you. If you wish to receive such notice, materials, or information directly from the mutual institution, attend or vote at any meeting of the depositor members of the mutual institution, or receive subscription rights in the event the mutual institution converts from mutual to stock form, you must, before the applicable record date (a date that is usually at least one year in advance of the date the mutual institution's board of directors adopts a plan of conversion), dismiss us as your custodian and have the Deposit Account recorded on the records of the mutual institution in your name pursuant to Section 2.2(a).

8. Other Provisions

8.1. *Release and Use of Identifying Information*

(a) You consent to our providing your name, TIN or other Depositor Identifier, and other information that specifically identifies you ("*Identifying Information*") to Promontory Network, BNY Mellon, and other parties providing services in connection with ICS (each a "*Service Provider*"). A Service Provider may use the Identifying Information in connection with its provision of such services. We or a Service Provider may also provide Identifying Information to a Destination Institution, but will do so only to the extent necessary to comply with a request by you or your agent or to comply with applicable law. In addition, we or a Service Provider may provide Identifying Information to the FDIC in connection with a deposit insurance claim.

(b) Except as provided in Section 8.1(a), we will not provide Identifying Information to any other party unless we determine that (i) we are required by applicable law to do so or (ii) we are permitted by applicable law to do so and have reasonable grounds to do so to protect our own legal or business interests or the legal or business interests of Promontory Network or BNY Mellon. Promontory Network may use and disclose any and all analyses, comparisons, indexes, or other data or information assembled, compiled, or otherwise developed by Promontory Network, including information regarding aggregated activity of ICS depositors, provided that it does not use or disclose any Identifying Information in a manner contrary to this Section 8.1.

8.2. *Tax Reporting and Withholding*

(a) To the extent required by applicable law, we will file with the U.S. Internal Revenue Service (the "*IRS*"), and furnish to you, IRS Form 1099-INT or its equivalent, or IRS Form 1042-S or its equivalent, as applicable, for interest paid on the Deposit Accounts by the Destination Institutions.

(b) If we are notified by the IRS that backup withholding is required for interest on the Deposit Accounts, or if we otherwise determine that we are required by law to collect such backup withholding, we will collect it and pay it to the IRS.

8.3. *Liability and Dispute Resolution*

(a) We will maintain, directly or through a Service Provider, appropriate records of our placements for you. We will not place your funds through ICS at a Destination Institution that is the subject of a then-effective exclusion on your List of Exclusions, at a Destination Institution that is the subject of a then-effective rejection by you, in an ICS placement at a Destination Institution under the Depositor Identifier in an amount that exceeds the SMDIA, or in a manner that violates Section 5.2(c).

(b) If all or part of your deposit at a Destination Institution is uninsured because of our failure to comply with the requirements set forth in Section 8.3(a), and if the Destination Institution fails and you do not otherwise recover the uninsured portion, we will reimburse you for

your documented loss of the uninsured portion that you do not otherwise recover.

(c) SUBJECT TO OUR REIMBURSEMENT OBLIGATION IN SECTION 8.3(b), AND EXCEPT AS MAY BE OTHERWISE REQUIRED BY APPLICABLE LAW, WE WILL NOT BE LIABLE, AND IN NO EVENT WILL PROMONTORY NETWORK OR BNY MELLON BE LIABLE, TO YOU OR TO ANY THIRD PARTY FOR ANY LOSS OR DAMAGES INCURRED OR ALLEGEDLY INCURRED IN CONNECTION WITH THIS AGREEMENT. WITHOUT LIMITING THE FOREGOING, WE, PROMONTORY NETWORK, AND BNY MELLON WILL NOT HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY FOR: (I) ANY LOSS ARISING OUT OF OR RELATING TO A CAUSE OVER WHICH WE DO NOT HAVE DIRECT CONTROL, INCLUDING THE FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS, UNAUTHORIZED ACCESS, THEFT, OPERATOR ERRORS, GOVERNMENT RESTRICTIONS, OR FORCE MAJEURE (*E.G.*, EARTHQUAKE, FLOOD, SEVERE OR EXTRAORDINARY WEATHER CONDITIONS, NATURAL DISASTERS OR OTHER ACT OF GOD, FIRE, ACTS OF WAR, TERRORIST ATTACKS, INSURRECTION, RIOT, STRIKES, LABOR DISPUTES OR SIMILAR PROBLEMS, ACCIDENT, ACTION OF GOVERNMENT, COMMUNICATIONS, SYSTEM OR POWER FAILURES, OR EQUIPMENT OR SOFTWARE MALFUNCTION), (II) DELAY IN ANY FDIC INSURANCE PAYMENT, (III) THE FINANCIAL CONDITION OF ANY DESTINATION INSTITUTION OR THE ACCURACY OF ANY FINANCIAL INFORMATION ABOUT ANY DESTINATION INSTITUTION, OR (IV) ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS).

(d) ANY DISPUTES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT WILL BE GOVERNED BY THE DISPUTE RESOLUTION, ARBITRATION, CHOICE OF LAW, VENUE, WAIVER OF JURY TRIAL, AND COSTS RELATED TO DISPUTES PROVISIONS, IF ANY, CONTAINED IN THE CUSTODIAL AGREEMENT.

8.4. *Miscellaneous*

(a) This Agreement constitutes the entire agreement between you and us relating to the placement of deposits through ICS and any other matter herein, supersedes prior agreements, understandings, negotiations, representations, and proposals, written or oral, relating to any matter herein, and may not be amended by any oral representation made or oral agreement reached after the execution of this Agreement.

(b) This Agreement and, unless otherwise provided in the Custodial Agreement, the Custodial Agreement may be executed in counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute only one instrument. This Agreement and, unless otherwise provided in the Custodial Agreement, the Custodial Agreement will be valid, binding, and enforceable against you and us when executed by one of the following means that we accept: (i) an original manual signature, (ii) a DocuSign® eSignature or another electronic signature that we accept, or (iii) a faxed, scanned (including in a Portable Document Format or PDF document), or photocopied signature that we accept. Each DocuSign® eSignature, other electronic signature, or faxed, scanned, or photocopied signature that we accept shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original signature, and you and we waive any objection to the contrary.

(c) Either party may terminate this Agreement on written notice to the other, but the obligations of both parties will survive with respect to any funds deposited at the time of termination. In addition, the provisions of this Section 8 will survive termination.

(d) Appendix A and Schedules 1, 2, 3, and 4 (each a "*Schedule*") are incorporated into and made part of this Agreement. We may amend this Agreement, including Appendix A or any Schedule, prospectively by giving you written notice of the amendment at least fourteen (14) days before the effective date of the amendment, which will be specified in the amendment. We may provide written notice of the amendment by means of a posting on the DCP, an entry on your account statement, an email message, or a printed letter.

(e) Except as provided in Section 7.3(c), this Agreement may not be assigned, in whole or in part, by either party except by operation of law or as required by applicable law, and any purported assignment in violation hereof is void.

(f) The headings in this Agreement are not intended to describe, interpret, define, or limit the scope or intent of this Agreement or any clause hereof. Except as otherwise specified, a reference to a Section is a reference to a section of this Agreement. A reference to Appendix A is a reference to Appendix A to this Agreement, and a reference to a Schedule is a reference to a schedule to this Agreement. The term "applicable law" refers to all applicable statutes, rules, regulations, and judicial orders, whether federal, state, or local. The term "including" does not imply exclusion. The term "month" refers to the calendar month, and the term "year" refers to the calendar year.

The remainder of this page is intentionally left blank.

By signing below, you (as Depositor) and we (as Relationship Institution) agree to be legally bound by this ICS Deposit Placement Agreement, effective when you and we have signed it. If the Transaction Account is a joint account, each owner of the Transaction Account must sign this Agreement, and funds in your Deposit Accounts will be held in the same joint ownership capacity.

RELATIONSHIP INSTITUTION

Institution name: _____

Signature: _____

Name and title of authorized signatory:

_____

Date signed: _____

SOLE OR PRIMARY DEPOSITOR

Depositor name: _____

Signature: _____

Name and title of authorized signatory (if not individual):

_____

Depositor TIN or approved alternate identifier (and type):

_____

Email address: _____@_____

Date signed: _____

ADDITIONAL DEPOSITOR (FOR JOINT ACCOUNT)

Depositor name: _____

Signature: _____

Depositor TIN or approved alternate identifier (and type):

_____

Email address: _____@_____

Date signed: _____

ADDITIONAL DEPOSITOR (FOR JOINT ACCOUNT)

Depositor name: _____

Signature: _____

Depositor TIN or approved alternate identifier (and type):

_____

Email address: _____@_____

Date signed: _____

(Add signature lines as need.)

APPENDIX A TO ICS DEPOSIT PLACEMENT AGREEMENT

Deposit Accounts

Funds that we place for you through ICS at a Destination Institution will be placed in a Deposit Account that is a demand deposit account. There is no per-month limit on the number of permitted Program Deposits or on the number of permitted Program Withdrawals.

SCHEDULE 1 TO ICS DEPOSIT PLACEMENT AGREEMENT

Program Deposits and Program Withdrawals

1. Specified Terms

(a) The Target Balance, Minimum Sweep Amount, and Minimum Return Amount for the Transaction Account are as follows:

Target Balance	Minimum Sweep Amount	Minimum Return Amount
$	$	$

(b) The Same-Day Deposit Cutoff Time is as follows:

_____ (insert time) ☐ AM ☐ PM (check AM or PM) ☐ Eastern ☐ Central ☐ Mountain ☐ Pacific (check time zone)

Daylight Saving Time applies when nationally in effect unless checked here ☐

2. Program Deposits

(a) The Triggering Event for a Regular Program Deposit is a net change in the Transaction Account balance that causes its balance to exceed the Target Balance by more than the Minimum Sweep Amount. After posting all your Transaction Account activity for a Business Day, we will determine whether the Transaction Account balance exceeds the Target Balance by more than the Minimum Sweep Amount. Subject to the other terms and conditions of this Agreement, if such a Triggering Event occurs, we will transfer the amount by which the Transaction Account balance exceeds the Target Balance to Deposit Accounts at ICS Settlement on the next Business Day.

(b) The Triggering Event for a Same-Day Program Deposit is a Same-Day Program Deposit request by you that we receive and accept before the Same-Day Deposit Cutoff Time on a Business Day. Subject to the other terms and conditions of this Agreement, if such a Triggering Event occurs, we will transfer the requested amount to Deposit Accounts at ICS Settlement later on the same Business Day.

(c) If a Triggering Event for a Program Deposit occurs, we may debit the Transaction Account and credit a holding account before the transfer of funds to Deposit Accounts occurs at ICS Settlement.

3. Program Withdrawals

(a) All Program Withdrawals will be Regular Program Withdrawals, which occur on the Business Day following the Triggering Event. The Triggering Event for a Program Withdrawal is a net change in the Transaction Account balance, after the posting of all your Transaction Account activity for a Business Day, that causes its balance (exclusive of any amounts that we credit as advances in anticipation of a Program Withdrawal) to be less than the Target Balance by more than the Minimum Return Amount. Subject to the other terms and conditions of this Agreement, if such a Triggering Event occurs, we will transfer an amount from your Deposit Accounts at ICS Settlement on the next Business Day, up to the available amount in your Deposit Accounts, sufficient to restore the Transaction Account balance to the Target Balance.

(b) Subject to the other terms and conditions of this Agreement, including Section 4.5, and subject to the rules and cutoff times that otherwise apply to transaction accounts with us, we will honor your debit transactions in the Transaction Account if the sum of your funds in the Transaction Account and your funds in your Deposit Accounts, after taking into account any pending Program Deposits and any pending Program Withdrawals, is not less than zero. We will do so even if the amount of the debit transaction exceeds the Transaction Account balance. As set forth in Section 4.5, you will owe us any amounts that we credit as advances in anticipation of a Program Deposit and we will retain those amounts from the funds we receive at ICS Settlement.

(c) If a Triggering Event for a Program Withdrawal occurs, we may credit the Transaction Account and debit a holding account before the transfer of funds from your Deposit Accounts occurs at ICS Settlement.

SCHEDULE 2 TO ICS DEPOSIT PLACEMENT AGREEMENT

Transaction Account Deposits That Exceed the SMDIA

Although we will not place your funds through ICS at any one Destination Institution in an amount that exceeds the FDIC standard maximum deposit insurance amount ("*SMDIA*") of $250,000, deposits in the Transaction Account, separately or together with your other deposits with us in the same insurable capacity, may exceed the SMDIA. For example, when funds in the Transaction Account are awaiting placement through ICS, they will be subject to a single SMDIA until they are placed through ICS and become deposits at Destination Institutions after ICS Settlement. If you cannot accept the risk of having Transaction Account deposits that exceed the SMDIA in these or other circumstances, it will be your responsibility to make arrangements with us to have the deposits collateralized, protected by a properly-executed repurchase sweep arrangement, or otherwise adequately protected, in a manner consistent with applicable law. You should consult your legal advisor to determine whether a particular collateralization arrangement is consistent with applicable law.

SCHEDULE 3 TO ICS DEPOSIT PLACEMENT AGREEMENT

Depositor Control Panel and Depositor Placement Review

1. Depositor Control Panel

The address of the Depositor Control Panel is https://www.depositorcontrol.com.

Your initial login credentials for the Depositor Control Panel will be as follows:

User name:	The account number for the Transaction Account
Password:	The last four characters of the Depositor Identifier entered for the sole or primary Depositor on the signature page of this Agreement

You will also be required to enter the email address you have provided to us.

We will separately advise you of any additional steps required of you by additional security controls.

2. Depositor Placement Review

The DPR period each Business Day will be as follows:

3:00 P.M. to 3:15 P.M. Eastern time Daylight Saving Time applies when nationally in effect

We may change the DPR period by posting notice on the DCP in advance of the change.

SCHEDULE 4 TO ICS DEPOSIT PLACEMENT AGREEMENT

Service Form and Exclusions

1. Reciprocal and One-Way

☐ If you check this box, we may use ICS Reciprocal, ICS One-Way, or both for our placement of your funds through ICS.

☐ If you check this box, we will use only ICS Reciprocal for our placement of your funds through ICS.

2. Exclusions

Each depository institution entered on your List of Exclusions below will be ineligible, as of the date you and we have signed the Agreement, to receive your funds through ICS as a Destination Institution. You may subsequently change your List of Exclusions as provided in the Agreement.

The List of Exclusions should include the city and state of the institution's main office (rather than the city and state of a branch location). The List of Exclusions may also include the institution's FDIC certificate number or transit routing number. Attach additional pages as necessary. If you do not list any exclusions, you should enter "none" under Name of Institution on the first line (but your signature after a blank list will constitute your acknowledgment that you have not listed any exclusions whether or not you enter "none").

3. List of Exclusions

Your List of Exclusions is as follows:

Name of Institution	City and State	FDIC Certificate Number or Routing Number

Signature of sole or primary Depositor: _____

Custodial Agreement

You, the undersigned, enter into this Custodial Agreement (this "*Agreement*") with ("*we*" or "*us*").

1. Pursuant to this Agreement, you authorize us (as your "*Relationship Institution*") to hold and act as your custodian with respect to all deposit accounts, including all time deposits, money market deposit accounts, and demand deposit accounts, issued or established at other participating institutions pursuant to the CDARS Deposit Placement Agreement or the ICS Deposit Placement Agreement for funds of yours placed through CDARS®, the Certificate of Deposit Account Registry Service®, or ICS®, the Insured Cash Sweep® service (collectively, the "*Deposit Accounts*") and all your security entitlements and other related interests and assets with respect to the Deposit Accounts (collectively, the "*Related Entitlements*"). The custodial account in which we will hold the Deposit Accounts and Related Entitlements (the "*Custodial Account*") comprises all the CDARS and ICS custodial accounts that we maintain for you.

2. As your custodian, we may (i) cause the Deposit Accounts to be titled in our name or in the name of our sub-custodian, (ii) collect for your account all interest and other payments of income or principal pertaining to the Deposit Accounts, (iii) endorse on your behalf any check or other instrument received for your account that requires endorsement, (iv) deposit your funds in, or withdraw your funds from, the Deposit Accounts in accordance with your instructions, (v) deliver or transfer funds from another account with us to the Deposit Accounts or deliver or transfer funds from the Deposit Accounts to another account with us in accordance with your instructions, (vi) for Deposit Accounts that are time deposits, surrender for payment for your account maturing CD and those for which early withdrawal is requested, (vii) execute and deliver or file on your behalf all appropriate receipts and releases and other instruments, including whatever certificates may be required from custodians or may be necessary to obtain exemption from taxes and to name you when required for the purpose of the instrument, and (viii) take such other actions as are customary or necessary to effectuate the purposes of this Agreement.

3. For purposes of Article 8 of the Uniform Commercial Code as included in applicable state law (the "*UCC*"), we will act as your securities intermediary for, and will treat as financial assets, any Deposit Accounts and Related Entitlements that we hold for you pursuant to this Agreement. The Custodial Account will constitute a securities account, as defined in the UCC.

4. We may comply with any writ of attachment, execution, garnishment, tax levy, restraining order, subpoena, warrant, or other legal process that we believe (correctly or otherwise) to be valid. We may notify you of such process by telephone, electronically, or in writing. If we are not fully reimbursed for records research, imaging, photocopying, and handling costs by the party that served the process, we may charge such costs to your account, in addition to any minimum fee we charge for complying with legal processes.

5. We may honor any legal process that is served personally, by mail, or by electronic mail or facsimile transmission at any of our offices or an office of our agent (including locations other than where the funds, records, or property sought is held), even if the law requires personal delivery at the office where your account or records are maintained.

6. We will have no liability to you for any good-faith act or omission by us in connection with this Agreement. You agree to indemnify us and our sub-custodian, and to hold us and our sub-custodian harmless from, all expenses (including counsel fees), liabilities, and claims arising out of any good-faith act or omission by us in connection with this Agreement or compliance with any legal process relating to the Custodial Account that we believe (correctly or otherwise) to be valid. You agree to pay any service charges that we impose on the Custodial Account.

7. You may be an individual in an individual capacity, more than one individual in a joint capacity, or a trust, partnership, corporation, or other legal entity. We may accept instructions on your behalf from any individual who signs this Agreement as or on behalf of a Depositor and from any of the following individuals:

Name	Title or Legal Capacity

By signing below, you (as Depositor) and we (as Relationship Institution) agree to be legally bound by this Custodial Agreement, effective when you and we have signed it.

RELATIONSHIP INSTITUTION

Institution name: _____

Signature: _____

Name and title of authorized signatory:

_____

Date signed: _____

SOLE OR PRIMARY DEPOSITOR

Depositor name: _____

Signature: _____

Name and title of authorized signatory (if not individual):

_____

Depositor TIN or approved alternate identifier (and type):

_____

Email address: _____@_____

Date signed: _____

ADDITIONAL DEPOSITOR (FOR JOINT ACCOUNT)

Depositor name: _____

Signature: _____

Depositor TIN or approved alternate identifier (and type):

_____

Email address: _____@_____

Date signed: _____

ADDITIONAL DEPOSITOR (FOR JOINT ACCOUNT)

Depositor name: _____

Signature: _____

Depositor TIN or approved alternate identifier (and type):

_____

Email address: _____@_____

Date signed: _____

(Add signature lines as needed.)

Deposit Placement Agreement

You, the undersigned, enter into this ICS Deposit Placement Agreement (this "*Agreement*") with
("*we*" or "*us*"). This Agreement states the terms and conditions on which we will endeavor to place funds of yours into deposit accounts at other depository institutions from a transaction account with us into which you have deposited funds for such placement (the "*Transaction Account*").

Each depository institution at which we place funds (a "*Destination Institution*") will be a depository institution at which deposit accounts are insured by the Federal Deposit Insurance Corporation ("*FDIC*") up to maximum deposit insurance amounts.

1. ICS Service and Deposit Accounts

1.1. *ICS Service*

(a) We will endeavor to place funds of yours (as a "*Relationship Institution*") at Destination Institutions using ICS®, the Insured Cash Sweep® service, of Promontory Interfinancial Network, LLC ("*Promontory Network*"). The Bank of New York Mellon ("*BNY Mellon*") will act as issuing agent, sub-custodian, settlement agent, and recordkeeper.

(b) Subject to the other terms and conditions of this Agreement, when we place funds of yours in a deposit account held at a Destination Institution for your funds placed through the ICS service (a "*Deposit Account*"), the amount of our outstanding placements of your funds at the Destination Institution through ICS will not exceed the FDIC standard maximum deposit insurance amount ("*SMDIA*"), which is currently $250,000.

(c) We offer placement of funds through ICS to businesses, nonprofit entities, and, subject to applicable law, public entities. We may also choose to place funds through ICS for individuals with a demonstrated need to maintain large cash balances (*e.g.*, $500,000 or more) over a 12-month period. You must be capable of using, and you agree to use, the ICS Depositor Control Panel ("*DCP*"), an online tool described in this Agreement, to review proposed placements and for other purposes. You also agree to receive notices concerning ICS deposits that may be posted on the DCP or sent by email.

1.2. *Deposit Accounts at Destination Institutions*

(a) Each Deposit Account, including the principal amount and the accrued interest, will be a deposit obligation solely of the Destination Institution at which the Deposit Account is held. It will not be a deposit obligation of ours or of Promontory Network, BNY Mellon, or any other person or entity.

(b) Funds in your Deposit Accounts will be "deposits," as defined by federal law, at the Destination Institutions. Appendix A further describes the Deposit Accounts, which will be non-time deposits that you access as described in this Agreement.

2. Your Relationship With Us

2.1. *Agency and Custodial Relationship*

(a) We will act as your agent in placing your funds through the ICS service. Under a separate agreement with you that grants us custodial powers (the "*Custodial Agreement*"), we will also act as your custodian with respect to the Deposit Accounts.

(b) Each Deposit Account will be recorded (i) on the records of the Destination Institution in the name of BNY Mellon, as our sub-custodian, (ii) on the records of BNY Mellon in our name, as your custodian, and (iii) on our records in your name. The recording will occur in a manner that permits the Deposit Account to be FDIC-insured to the same extent as if it were recorded on the records of Destination Institution in your name.

(c) For purposes of Article 8 of the Uniform Commercial Code, we will act as your securities intermediary for, and will treat as financial assets, the Deposit Accounts and all your security entitlements and other related interests and assets with respect to the Deposit Accounts, and we will treat you as entitled to exercise the rights that constitute the Deposit Accounts. All interests that we hold with respect to the Deposit Accounts will be held by us only as your securities intermediary and will not be our property. You will be the owner of all funds of yours that we place for you through the ICS service and any interest on those funds.

2.2. *Termination of Custodial Relationship*

(a) Either you or we may terminate the custodial relationship between you and us at any time. You may not transfer the Deposit Accounts to another custodian, but you may dismiss us as your custodian with respect to a Deposit Account and request that the Deposit Account be recorded on the records of the Destination Institution in your name. We will endeavor to cause any such request to be promptly forwarded to the Destination Institution. Each Destination Institution has agreed that it will promptly fulfill any such requests, subject to its customer identification policies and other standard account opening terms and conditions.

(b) If a Deposit Account has been recorded on the records of a Destination Institution in your name pursuant to Section 2.2(a), you will be able to enforce your rights in the Deposit Account directly against the Destination Institution, but we will no longer have any custodial responsibility with respect to the Deposit Account and you will not be able to enforce any rights with respect to the Deposit Account against the Destination Institution through us.

3. Custodial Account, Depositor Identifier, and Interest Rate

3.1. *Custodial Account and Depositor Identifier*

(a) As your custodian, we will open on our records, either directly or with the assistance of BNY Mellon, a custodial account in which we will hold your interests with respect to the Deposit Accounts (an "*ICS Custodial Account*"). We may permit you to have multiple ICS Custodial

Accounts for your business purposes, and we may also permit you to have multiple Transaction Accounts associated with a single ICS Custodial Account.

(b) On the signature page of this Agreement, you will enter a unique alphanumeric identifier for you (a "*Depositor Identifier*"), which will be associated with your ICS Custodial Account. You will enter as your Depositor Identifier your federal taxpayer identification number ("*TIN*"), unless you do not have a TIN, in which case you will enter an alternate identifier that we approve.

(c) If you do not have a TIN and use an alternate identifier, you must use the same alternate identifier for all placements of your funds, by us or by any other institution, through the ICS service or Promontory Network's CDARS® service. If you do not have a TIN and subsequently obtain one, you must promptly report it to us and any such other institutions, and we may use the TIN as your Depositor Identifier.

3.2. *Interest Rate*

(a) The interest rate for your Deposit Accounts at Destination Institutions on any day will be the then-current rate we establish for them, which may be any rate (including zero) and which we may modify at any time (the "*Interest Rate*"). We do not promise that the Interest Rate will be any particular rate or that the Interest Rate that is effective at a given time will be effective at a later time. Through your continued participation in ICS, you accept each applicable Interest Rate.

(b) Payment of the full amount of all accrued interest on a Deposit Account at a Destination Institution will be solely the responsibility of the Destination Institution. Neither we nor any other person or entity will be indebted to you for such payment.

4. Placement Procedures

4.1. *Settlement and Balances*

(a) Settlement of payments to and from ICS participating institutions through BNY Mellon ("*ICS Settlement*") will occur on each day that is not a Saturday, a Sunday, or another day on which banks in New York, New York, are authorized or required by law or regulation to close (a "*Business Day*").

(b) On any day, you may confirm through the DCP the aggregate principal balance in your Deposit Accounts (your "*Program Balance*") for each ICS Custodial Account, and your principal balance and accrued interest at each Destination Institution, as of the preceding Business Day or, after completion of ICS Settlement on a Business Day, as of that Business Day.

4.2. *Triggering Events*

(a) Schedule 1 to this Agreement sets forth events that will trigger a transfer of funds from the Transaction Account to the Deposit Accounts at ICS Settlement (a "*Program Deposit*") or a transfer of funds from the Deposit Accounts to the Transaction Account at ICS Settlement (a "*Program Withdrawal*").

(b) Depending on the terms of Schedule 1, an event that triggers a Program Deposit or a Program Withdrawal (a "*Triggering Event*") may be a specified change in the Transaction Account balance, a request by you that we accept, or another event described in Schedule 1.

(c) If we permit you to have multiple Transaction Accounts associated with a single ICS Custodial Account, Schedule 1 may specify separate sets of Triggering Events for each Transaction Account or one set of Triggering Events for all Transaction Accounts.

(d) Your Transaction Account deposits, alone or when aggregated with other deposits in the same insurable capacity, may exceed the SMDIA. Schedule 2 provides important information concerning the risk of having Transaction Account deposits that exceed the SMDIA.

4.3. *Program Deposits*

(a) The occurrence of a Triggering Event for a Program Deposit does not result in a transfer of funds to your Deposit Accounts until the applicable ICS Settlement occurs.

(b) Subject to the other terms and conditions of this Agreement, and except as provided in Section 4.3(c), a Triggering Event for a Program Deposit under Schedule 1 will result in a transfer of funds to your Deposit Accounts at ICS Settlement the *next* Business Day (a "*Regular Program Deposit*").

(c) Schedule 1 states whether a transfer of funds to your Deposit Accounts at ICS Settlement on the *same* Business Day (a "*Same-Day Program Deposit*") is available and, if so, the cutoff time for you to request a Same-Day Program Deposit (the "*Same-Day Deposit Cutoff Time*"). To the extent Schedule 1 so provides, and subject to the other terms and conditions of this Agreement, a request that we receive and accept before the Same-Day Deposit Cutoff Time will be a Triggering Event that results in a Same-Day Program Deposit.

(d) We may impose a maximum Program Balance amount for your deposits placed through ICS and will inform you of any maximum Program Balance we impose. Even if a Triggering Event for a Program Deposit occurs, we may choose not to transfer the amount to your Deposit Accounts to the extent it would cause the Program Balance to exceed the maximum amount. In addition, we may choose not to transfer to the Deposit Accounts an amount that we have credited to the Transaction Account, but have not yet collected from a third party.

4.4. *Program Withdrawals*

(a) Subject to the other terms and conditions of this Agreement, and except as provided in Section 4.4(b), a Triggering Event for a Program Withdrawal under Schedule 1 will result in a transfer of funds from your Deposit Accounts at ICS Settlement the *next* Business Day (a "*Regular Program Withdrawal*").

(b) Schedule 1 states whether the transfer of funds from your Deposit Accounts at ICS Settlement on the *same* Business Day (a "*Same-Day Program Withdrawal*") is available and, if so, the cutoff time for you to request a Same-Day Program Withdrawal (the "*Same-Day Withdrawal Cutoff Time*"). To the extent Schedule 1 so provides, and subject to the other terms and conditions of this Agreement, a request that we receive and accept before the Same-Day Withdrawal Cutoff

Time will be a Triggering Event that results in a Same-Day Program Withdrawal.

4.5. *Program Withdrawal Advances; Security Interest*

(a) If Schedule 1 provides that we will advance funds to you in anticipation of a Program Withdrawal, or if we otherwise decide in our discretion to advance funds to you in anticipation of a Program Withdrawal, you will owe the amount of these funds to us and we will retain from the funds we receive at ICS Settlement the amount we have advanced to you.

(b) With respect to any amount that you owe to us pursuant to Section 4.5(a):

(i) you grant us, and acknowledge that we have, a security interest in, and a lien on, your Deposit Accounts, related security entitlements, and other related interests and assets that we may hold for you as custodian and securities intermediary pursuant to the Custodial Agreement for the amount you owe to us,

(ii) if a Destination Institution fails before a Program Withdrawal is completed, we may retain the amount of the Program Withdrawal from the proceeds of your FDIC insurance claim to satisfy the amount you owe to us, and

(iii) to the extent the amount you owe to us is not satisfied from the interests and assets we are holding for you pursuant to the Custodial Agreement, or from the proceeds of any FDIC insurance claim, the amount remains owed by you to us and is payable on demand.

(c) If, in a separate agreement, you have granted us a security interest in your Deposit Accounts or in any security entitlements or other interests or assets relating to your Deposit Accounts as collateral for a loan to you or otherwise, we may decline to honor a request for a Program Withdrawal, or decline to honor a debit transaction in the Transaction Account that would trigger a Program Withdrawal or be funded by a Program Withdrawal, to the extent the Program Withdrawal would cause your Program Balance to fall below the loan amount or other amount that you have agreed to maintain in your Deposit Accounts or to which the security interest applies. If, in a separate agreement, you have granted us a security interest in the Transaction Account, we also may decline to honor debit transactions in the Transaction Account in accordance with the separate agreement.

4.6. *Statements*

(a) For each ICS Custodial Account, we will provide you with periodic account statements that include your Program Balance as of the end of the statement period, the total interest you have earned on your Deposit Accounts during the period, the rate of return you have earned on the daily average closing principal balance in your Deposit Accounts for the period (which will be referred to as the "*Statement Period Yield*"), and your principal balance at each Destination Institution in which your funds are deposited as of the end of the period. You should retain these account statements.

(b) The account information available on the DCP as described in Section 4.1(b), and the periodic statements described in Section 4.6(a), will be the only evidence that you will receive of your ownership of the funds. You should retain the account statements for your records.

5. Daily Allocation and Depositor Control

5.1. *Daily Allocation; Review and Consent*

(a) In addition to allocating your funds to each Destination Institution in an amount that is under the FDIC insurance limit, the ICS process for allocating Program Deposits, Program Withdrawals, and funds already on deposit reflects various considerations, including the need for certain Destination Institutions to receive deposits in amounts they have placed for their own customers and possible limits on the amounts a Relationship Institution is authorized to place or a Destination Institution has agreed to receive. Applicable deposit amounts may change from day to day. Accordingly, the allocation of funds takes place each Business Day.

(b) As a result of the daily allocation of funds in ICS and the allocation objectives outlined in Section 5.1(a), the set of Destination Institutions to which your funds on deposit are allocated on a Business Day, and the amount allocated to each Destination Institution, may differ from a previous Business Day's allocation. A different allocation may involve the movement of funds from one Destination Institution to another Destination Institution, even though you do not have a Program Deposit or a Program Withdrawal. Such movements of funds will not affect any Interest Rate.

(c) You exercise control over the allocation of your funds through direct contact with us and through the DCP. You are responsible for reviewing the important information we provide you through the DCP, including information regarding proposed allocations that we provide each Business Day. In addition, on request at any time, we will provide you with a list of all Destination Institutions.

(d) Although we will not allocate your funds to Destination Institutions that you exclude or reject as set forth below, you authorize and consent to the allocation of your funds at Destination Institutions that you approve, or do not exclude or reject, as set forth below.

5.2. *Destination Institution Exclusions*

(a) You may enter the name of any depository institution on a list of exclusions from eligibility to receive your funds through ICS (the "*List of Exclusions*"). The initial List of Exclusions appears in Schedule 4 to this Agreement.

(b) An exclusion in Schedule 4 is effective when we have signed the Agreement. You may later add exclusions to your List of Exclusions, or subtract exclusions from your List of Exclusions, by contacting us in a manner we specify. If you add an exclusion in this manner, the new exclusion will be effective within one Business Day after the first Business Day on which we have received the notice from you.

(c) If, on a Business Day, you have outstanding deposits that we have placed for you using Promontory Network's CDARS service, and you have provided the same taxpayer identification number to us for

purposes of CDARS and ICS, our allocation of your funds at Destination Institutions for that Business Day in ICS:

(i) will not include allocation to a Destination Institution that is the subject of a then-effective designation by you as ineligible to receive your funds through CDARS, and

(ii) will not cause the balance in your Deposit Accounts at a Destination Institution, together with the outstanding deposits, if any, that we have placed for you at that Destination Institution through CDARS, to exceed the SMDIA.

5.3. *Depositor Control Panel*

(a) Promontory Network will assist us in providing the DCP to you. Schedule 3 to this Agreement provides access information for the DCP. When you first log in to the DCP using the login credentials described in Schedule 3, you will be required to change your DCP user name and password.

(b) You represent that you have a computer with Internet access, an e-mail address, the ability to download and print information from the DCP for your records, and the knowledge and experience to use an online tool for the DCP functionality. In addition, you acknowledge that you will be required to obtain and maintain all equipment and services necessary for access to the DCP.

5.4. *Depositor Placement Review*

(a) Each Business Day, your aggregate principal balance that will be in Deposit Accounts at Destination Institutions after that day's ICS Settlement will be provisionally allocated to Destination Institutions. The amount allocated will reflect your Program Balance as of the last ICS Settlement, plus any Program Deposit that will occur at the day's ICS Settlement, minus any Program Withdrawal that will occur at the day's ICS Settlement. The allocation may provide that previously-deposited funds will be removed from one or more Destination Institutions and deposited in one or more other Destination Institutions.

(b) After the provisional allocation occurs on a Business Day, but before it becomes final at the day's ICS Settlement, Depositor Placement Review ("*DPR*") will occur through the DCP. Even if a Destination Institution is not on your List of Exclusions, the final allocation that day will not allocate your funds to a Destination Institution at ICS Settlement if you reject it during DPR through the DCP. The initial DPR time period is set forth in Schedule 3. We may change the DPR period by posting advance notice of the change on the DCP. Your rejection of a Destination Institution will be effective only if you submit it, as specified in the DCP, before DPR ends.

(c) In DPR, you will see a list of Destination Institutions to which your funds are proposed to be allocated at ICS Settlement later that day (the "*Proposed Placement List*"), reflecting the provisional allocation of all your funds, including funds that will be moved from one Destination Institution to another Destination Institution. The Proposed Placement List will include the principal balance allocated to each Destination Institution. If you review the Proposed Placement List, and you click the approval button or you do not reject any of the Destination Institutions on the list, you will be approving the proposed allocation and your funds will be allocated in accordance with the list.

(d) If you reject any of the Destination Institutions on the Proposed Placement List, you will be approving allocation to Destination Institutions on the list that you do not reject. After entering rejections, if sufficient time remains in DPR, you will have the opportunity to review a list of other Destination Institutions to which your funds could be allocated (the "*Alternate Placement List*"). If you click the approval button for the Alternate Placement List, or you do not reject any of the Destination Institutions on it, you will be approving the allocation of your funds to any of the listed Destination Institutions. If you reject any of the Destination Institutions on the Alternate Placement List, you will be approving allocation to listed Destination Institutions that you do not reject. Your funds may be allocated to any combination of Destination Institutions on the Proposed Placement List and the Alternate Placement List that you do not reject.

(e) If the provisional allocation on a Business Day would result in funds of yours currently at one Destination Institution being moved to another Destination Institution and you reject the other Destination Institution in DPR that Business Day, the funds will not necessarily remain at the first Destination Institution. The funds will be allocated to a Destination Institution that you do not reject or returned to the Transaction Account.

(f) A Destination Institution that you reject in DPR will also be added to your List of Exclusions, for purposes of future allocations, within one Business Day after the Business Day on which you submit the rejection.

(g) We do not guarantee that all your funds will be allocated to Destination Institutions on any particular day, even if they were allocated to Destination Institutions on a previous day. Exclusions of Destination Institutions, and rejections of Destination Institutions in DPR, may increase the chance that funds will not be allocated. If funds not yet transferred to your Deposit Accounts are not allocated to a Destination Institution on a Business Day, the funds will remain in the Transaction Account. If funds previously transferred to the Deposit Accounts are not allocated to a Destination Institution on a Business Day, the funds will be returned to the Transaction Account.

6. FDIC Insurance Considerations

6.1. *Deposit Insurance Coverage*

(a) You may obtain information about FDIC deposit insurance coverage by visiting the FDIC website at www.fdic.gov or by contacting the FDIC by letter, email, or telephone. All your deposits at a Destination Institution in the same insurable capacity (whether you are acting directly or through an intermediary) will be aggregated for purposes of the SMDIA. You should add to your List of Exclusions any FDIC-insured depository institution at which you have other deposits in the same insurable capacity. Insurable capacities include, among others, individual accounts and joint accounts.

(b) Separate divisions within a corporate entity are not eligible for separate insurance coverage, and a separate TIN or other Depositor Identifier does not necessarily evidence or establish a separate

insurable capacity. It is your obligation to determine whether funds we are placing for you through ICS are maintained in separate insurable capacities. We will use the Depositor Identifier to identify you, and we will place your funds on the understanding that you are not depositing funds for placement under more than one Depositor Identifier in the same insurable capacity.

(c) The requirements for FDIC deposit insurance coverage of the deposits of the United States government, state, county, and municipal governments and their political subdivisions, the District of Columbia, and the Commonwealth of Puerto Rico are set forth in FDIC regulations. If you are a governmental unit, you are responsible for determining whether the requirements for deposit insurance have been met. We are not responsible for uninsured losses resulting from the placement of deposits that are not eligible for deposit insurance.

(d) The records maintained for us by BNY Mellon regarding ownership of the Deposit Accounts will be used to establish your eligibility for deposit insurance coverage. Accordingly, you must immediately report to us any changes in ownership information. We will inform BNY Mellon of any such changes so that it will have accurate information to provide to the FDIC if a Destination Institution fails and the FDIC pays its insured deposits by cash payment. The FDIC could also require you to provide additional documentation.

6.2. *Deposit Insurance Payments*

(a) In case of the liquidation of, or other closing or winding up of the affairs of, an insured depository institution, the FDIC is generally required by law to pay each insured deposit "as soon as possible," either by cash payment or by transferring the deposit to another insured depository institution. It is possible, however, that an insurance payment could be delayed. Neither we nor any other person or entity will be obligated to advance funds to you with respect to an insurance payment or to make any payment to you in satisfaction of a loss you might incur as a result of a delay in an insurance payment.

(b) If a Destination Institution at which your funds are deposited is closed and the FDIC does not transfer deposits that include your funds to another insured depository institution, but will make a deposit insurance cash payment, we will cause a deposit insurance claim for your funds to be filed with the FDIC, and we will credit to you the proceeds of the deposit insurance claim that we receive for your funds, subject to any valid security interest.

(c) If the FDIC makes a deposit insurance cash payment for a Deposit Account at a closed Destination Institution, the FDIC is required by law to pay the principal amount plus unpaid accrued interest to the date of the closing of the Destination Institution, as prescribed by law, subject to the SMDIA. No interest is earned on a Deposit Account after the Destination Institution closes.

(d) If the FDIC transfers the deposits of a closed Destination Institution to another insured depository institution, the acquiring institution may assume a Deposit Account. The acquiring institution may change the rate at which it pays interest on the assumed Deposit Account, subject to your right to withdraw the funds.

6.3. *Responsibility to Monitor Deposits; Available Information*

(a) You are responsible for monitoring the total amount of your funds at each Destination Institution in each insurable capacity to determine the extent of FDIC deposit insurance coverage available to you for deposits at that Destination Institution. You should confirm that each placement of your funds at Destination Institutions is consistent with your exclusions and rejections.

(b) Publicly available financial information concerning the Destination Institutions can be obtained by you at the website of the National Information Center of the Federal Reserve System at www.ffiec.gov/nicpubweb/nicweb/nichome.aspx.

7. Additional Considerations

7.1. *Reciprocal and One-Way*

(a) We may participate in the ICS service through one or both of two different forms of the service. When we place your funds using ICS® Reciprocal, we will receive matching funds placed by other participating institutions for their customers and pay a fee to Promontory Network. When we place your funds using ICS® One-Way℠, we will not receive matching funds placed by other participating institutions for their customers or pay a fee to Promontory Network, but we and Promontory Network may receive fees from Destination Institutions in connection with funds placed. The fees may be different for different Destination Institutions.

(b) Interest on the Deposit Accounts will be earned at the Interest Rate, whether we use ICS Reciprocal or ICS One-Way in placing your funds. Available rates may be different depending on which form of ICS we use. In ICS Reciprocal, the fee we pay to Promontory Network may affect available rates. In ICS One-Way, fees paid by Destination Institutions to us or to Promontory Network, or cost-of-funds rates at which Destination Institutions may request funds, may affect available rates. We will not collect a fee from you for the placement of your funds through ICS.

(c) Schedule 4 includes two boxes relating to which form of the ICS service we may use for placement of your funds. If you check the first of these two boxes, we may use ICS Reciprocal, ICS One-Way, or both. We will not be obligated to inform you of the rates that might be available using the form we do not use, and we may select a form that provides greater benefits to us. If you check the second of these two boxes, we may use only ICS Reciprocal.

(d) If you are subject to restrictions on the placement of your funds at depository institutions, you are responsible for determining whether the placement of your funds through ICS, in accordance with Schedule 4, satisfies the restrictions.

7.2. *Compare Rates*

(a) We are not acting as your investment advisor, and we are not advising you about alternative investments. You are responsible for comparing the rates of return and other features of the Deposit Accounts to other available deposit accounts and other kinds of investments before choosing placement of your funds through ICS.

(b) The Interest Rate may be higher or lower than a cost-of-funds rate for a Destination Institution, an interest rate for another customer, or interest rates on comparable deposits available directly from us, from the Destination Institutions at which the Deposit Accounts are held, from other Destination Institutions, or from insured depository institutions that are not Destination Institutions.

(c) To the extent permitted by applicable law, Promontory Network may offer us and our employees non-cash incentives of insignificant monetary value, such as plaques, in connection with our placement of funds.

7.3. *Allocation Considerations and Compensatory Payments*

(a) The ICS allocation process is subject to applicable law and may be affected by our objectives, Promontory Network's objectives, or both, including administrative convenience, reduction of costs, and enhancement of profits.

(b) Participating institutions in the ICS service may make compensatory payments resulting in payments to other participating institutions, or receive compensatory payments resulting from payments by other participating institutions, reflecting the difference between an interest rate for a placing institution's customers and a rate at which the receiving institution would otherwise pay interest.

(c) If we were to become insolvent, our receiver or other successor in interest could transfer custody of the Deposit Accounts, and our rights and obligations under this Agreement, to a new custodian that participates in ICS. Alternatively, you could exercise your right to have the Deposit Accounts recorded on the records of the Destination Institutions in your name pursuant to Section 2.2(a).

7.4. *Mutual Institution Voting and Subscription Rights*

(a) Your funds may be placed in a Deposit Account at a Destination Institution that is in the mutual form of organization. Such a Deposit Account will be recorded on the records of the mutual institution in the name of the sub-custodian and not in your name. The sub-custodian will not attend or vote at any meeting of the depositor members of a mutual institution, or exercise any subscription rights in a mutual institution's mutual-to-stock conversion, either on its own behalf or on your behalf. You hereby waive any right you may have to attend or vote at any meeting of the depositor members, or to receive or exercise any subscription rights you may have in the event that the mutual institution converts from mutual to stock form, even if your funds were on deposit in a Deposit Account as of an applicable record date.

(b) If we receive from the sub-custodian notice of a meeting of depositor members of a mutual institution or other materials or information relating to a mutual institution's mutual-to-stock conversion, we may forward such notice, materials, or information to you. If you wish to receive such notice, materials, or information directly from the mutual institution, attend or vote at any meeting of the depositor members of the mutual institution, or receive subscription rights in the event the mutual institution converts from mutual to stock form, you must, before the applicable record date (a date that is usually at least one year in advance of the date the mutual institution's board of directors adopts a plan of conversion), dismiss us as your custodian and have the Deposit Account recorded on the records of the mutual institution in your name pursuant to Section 2.2(a).

8. Other Provisions

8.1. *Release and Use of Identifying Information*

(a) You consent to our providing your name, TIN or other Depositor Identifier, and other information that specifically identifies you ("*Identifying Information*") to Promontory Network, BNY Mellon, and other parties providing services in connection with ICS (each a "*Service Provider*"). A Service Provider may use the Identifying Information in connection with its provision of such services. We or a Service Provider may also provide Identifying Information to a Destination Institution, but will do so only to the extent necessary to comply with a request by you or your agent or to comply with applicable law. In addition, we or a Service Provider may provide Identifying Information to the FDIC in connection with a deposit insurance claim.

(b) Except as provided in Section 8.1(a), we will not provide Identifying Information to any other party unless we determine that (i) we are required by applicable law to do so or (ii) we are permitted by applicable law to do so and have reasonable grounds to do so to protect our own legal or business interests or the legal or business interests of Promontory Network or BNY Mellon. Promontory Network may use and disclose any and all analyses, comparisons, indexes, or other data or information assembled, compiled, or otherwise developed by Promontory Network, including information regarding aggregated activity of ICS depositors, provided that it does not use or disclose any Identifying Information in a manner contrary to this Section 8.1.

8.2. *Tax Reporting and Withholding*

(a) To the extent required by applicable law, we will file with the U.S. Internal Revenue Service (the "*IRS*"), and furnish to you, IRS Form 1099-INT or its equivalent, or IRS Form 1042-S or its equivalent, as applicable, for interest paid on the Deposit Accounts by the Destination Institutions.

(b) If we are notified by the IRS that backup withholding is required for interest on the Deposit Accounts, or if we otherwise determine that we are required by law to collect such backup withholding, we will collect it and pay it to the IRS.

8.3. *Liability and Dispute Resolution*

(a) We will maintain, directly or through a Service Provider, appropriate records of our placements for you. We will not place your funds through ICS at a Destination Institution that is the subject of a then-effective exclusion on your List of Exclusions, at a Destination Institution that is the subject of a then-effective rejection by you, in an ICS placement at a Destination Institution under the Depositor Identifier in an amount that exceeds the SMDIA, or in a manner that violates Section 5.2(c).

(b) If all or part of your deposit at a Destination Institution is uninsured because of our failure to comply with the requirements set forth in Section 8.3(a), and if the Destination Institution fails and you do not otherwise recover the uninsured portion, we will reimburse you for

your documented loss of the uninsured portion that you do not otherwise recover.

(c) SUBJECT TO OUR REIMBURSEMENT OBLIGATION IN SECTION 8.3(b), AND EXCEPT AS MAY BE OTHERWISE REQUIRED BY APPLICABLE LAW, WE WILL NOT BE LIABLE, AND IN NO EVENT WILL PROMONTORY NETWORK OR BNY MELLON BE LIABLE, TO YOU OR TO ANY THIRD PARTY FOR ANY LOSS OR DAMAGES INCURRED OR ALLEGEDLY INCURRED IN CONNECTION WITH THIS AGREEMENT. WITHOUT LIMITING THE FOREGOING, WE, PROMONTORY NETWORK, AND BNY MELLON WILL NOT HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY FOR: (I) ANY LOSS ARISING OUT OF OR RELATING TO A CAUSE OVER WHICH WE DO NOT HAVE DIRECT CONTROL, INCLUDING THE FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS, UNAUTHORIZED ACCESS, THEFT, OPERATOR ERRORS, GOVERNMENT RESTRICTIONS, OR FORCE MAJEURE (*E.G.*, EARTHQUAKE, FLOOD, SEVERE OR EXTRAORDINARY WEATHER CONDITIONS, NATURAL DISASTERS OR OTHER ACT OF GOD, FIRE, ACTS OF WAR, TERRORIST ATTACKS, INSURRECTION, RIOT, STRIKES, LABOR DISPUTES OR SIMILAR PROBLEMS, ACCIDENT, ACTION OF GOVERNMENT, COMMUNICATIONS, SYSTEM OR POWER FAILURES, OR EQUIPMENT OR SOFTWARE MALFUNCTION), (II) DELAY IN ANY FDIC INSURANCE PAYMENT, (III) THE FINANCIAL CONDITION OF ANY DESTINATION INSTITUTION OR THE ACCURACY OF ANY FINANCIAL INFORMATION ABOUT ANY DESTINATION INSTITUTION, OR (IV) ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS).

(d) ANY DISPUTES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT WILL BE GOVERNED BY THE DISPUTE RESOLUTION, ARBITRATION, CHOICE OF LAW, VENUE, WAIVER OF JURY TRIAL, AND COSTS RELATED TO DISPUTES PROVISIONS, IF ANY, CONTAINED IN THE CUSTODIAL AGREEMENT.

8.4. *Miscellaneous*

(a) This Agreement constitutes the entire agreement between you and us relating to the placement of deposits through ICS and any other matter herein, supersedes prior agreements, understandings, negotiations, representations, and proposals, written or oral, relating to any matter herein, and may not be amended by any oral representation made or oral agreement reached after the execution of this Agreement.

(b) This Agreement and, unless otherwise provided in the Custodial Agreement, the Custodial Agreement may be executed in counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute only one instrument. This Agreement and, unless otherwise provided in the Custodial Agreement, the Custodial Agreement will be valid, binding, and enforceable against you and us when executed by one of the following means that we accept: (i) an original manual signature, (ii) a DocuSign® eSignature or another electronic signature that we accept, or (iii) a faxed, scanned (including in a Portable Document Format or PDF document), or photocopied signature that we accept. Each DocuSign® eSignature, other electronic signature, or faxed, scanned, or photocopied signature that we accept shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original signature, and you and we waive any objection to the contrary.

(c) Either party may terminate this Agreement on written notice to the other, but the obligations of both parties will survive with respect to any funds deposited at the time of termination. In addition, the provisions of this Section 8 will survive termination.

(d) Appendix A and Schedules 1, 2, 3, and 4 (each a "*Schedule*") are incorporated into and made part of this Agreement. We may amend this Agreement, including Appendix A or any Schedule, prospectively by giving you written notice of the amendment at least fourteen (14) days before the effective date of the amendment, which will be specified in the amendment. We may provide written notice of the amendment by means of a posting on the DCP, an entry on your account statement, an email message, or a printed letter.

(e) Except as provided in Section 7.3(c), this Agreement may not be assigned, in whole or in part, by either party except by operation of law or as required by applicable law, and any purported assignment in violation hereof is void.

(f) The headings in this Agreement are not intended to describe, interpret, define, or limit the scope or intent of this Agreement or any clause hereof. Except as otherwise specified, a reference to a Section is a reference to a section of this Agreement. A reference to Appendix A is a reference to Appendix A to this Agreement, and a reference to a Schedule is a reference to a schedule to this Agreement. The term "applicable law" refers to all applicable statutes, rules, regulations, and judicial orders, whether federal, state, or local. The term "including" does not imply exclusion. The term "month" refers to the calendar month, and the term "year" refers to the calendar year.

The remainder of this page is intentionally left blank.

By signing below, you (as Depositor) and we (as Relationship Institution) agree to be legally bound by this ICS Deposit Placement Agreement, effective when you and we have signed it. If the Transaction Account is a joint account, each owner of the Transaction Account must sign this Agreement, and funds in your Deposit Accounts will be held in the same joint ownership capacity.

RELATIONSHIP INSTITUTION

Institution name: _____

Signature: _____

Name and title of authorized signatory:

_____

Date signed: _____

SOLE OR PRIMARY DEPOSITOR

Depositor name: _____

Signature: _____

Name and title of authorized signatory (if not individual):

_____

Depositor TIN or approved alternate identifier (and type):

_____

Email address: _____@_____

Date signed: _____

ADDITIONAL DEPOSITOR (FOR JOINT ACCOUNT)

Depositor name: _____

Signature: _____

Depositor TIN or approved alternate identifier (and type):

_____

Email address: _____@_____

Date signed: _____

ADDITIONAL DEPOSITOR (FOR JOINT ACCOUNT)

Depositor name: _____

Signature: _____

Depositor TIN or approved alternate identifier (and type):

_____

Email address: _____@_____

Date signed: _____

(Add signature lines as need.)

APPENDIX A TO ICS DEPOSIT PLACEMENT AGREEMENT

Deposit Accounts

1. Account Type

(a) Funds that we place for you through ICS at a Destination Institution will be placed in a Deposit Account that is a money market deposit account ("*MMDA*").

(b) In accordance with federal regulations, each Destination Institution reserves the right to require written notice of an intended withdrawal from an MMDA not less than seven days before the withdrawal is made. The Destination Institutions have indicated that they do not currently intend to exercise this right.

2. Program Withdrawal Limit

(a) Program Withdrawals are limited as follows:

(i) You are permitted up to six Program Withdrawals per month for an ICS Custodial Account. To remain within this limit, you should satisfy yourself that the Triggering Events for Program Deposits and Program Withdrawals under Schedule 1 are appropriate in light of your anticipated day-to-day activity in any Root Account associated with the ICS Custodial Account.

(ii) In addition to applying the Program Withdrawal limit, we will allocate funds so that, in accordance with federal regulations, your funds are not withdrawn from an MMDA at any one Destination Institution more than six times in a month.

(iii) Although we may permit you to have more than one ICS Custodial Account for your business purposes, you may not have more than one ICS Custodial Account for the purpose of avoiding the effects of the Program Withdrawal limit.

(iv) If Triggering Events on the same Business Day result in both a Same-Day Program Withdrawal, on that Business Day, and a Regular Program Withdrawal, on the next Business Day, the Triggering Events will have resulted in your use of two of your six Program Withdrawals for the month.

(v) If the Triggering Event for a Regular Program Withdrawal occurs on the last Business Day of a month, the Regular Program Withdrawal will occur on the first Business Day of the following month for purposes of the Program Withdrawal limit that applies in connection with the ICS savings option.

(b) The consequences of exceeding the limit of six Program Withdrawals are as follows:

(i) So long as you have not exceeded the limit of six Program Withdrawals in any two previous months:

(A) you may use all six permitted Program Withdrawals in a month, and

(B) if an excess (seventh) Program Withdrawal occurs before the last Business Day of the month, we will transfer all the remaining funds in your MMDAs at Destination Institutions to the Root Account.

(ii) If you have exceeded the limit of six Program Withdrawals in any two previous months and a sixth Program Withdrawal occurs in a month, (A) we will transfer all the remaining funds in your MMDAs at Destination Institutions to the Root Account, and (B) the ICS Custodial Account will be ineligible for Program Deposits for the remainder of the month and for the next six full months.

(c) If all the funds in MMDAs for an ICS Custodial Account have been returned to the Root Account pursuant to Section 2(b) of this Appendix A, no Program Deposits will occur before the end of the month. If, in addition, the ICS Custodial Account has become ineligible for Program Deposits, no Program Deposits for the ICS Custodial Account will occur during the period of ineligibility.

SCHEDULE 1 TO ICS DEPOSIT PLACEMENT AGREEMENT

Program Deposits and Program Withdrawals

1. Specified Terms

The Same-Day Deposit Cutoff Time and Same-Day Withdrawal Cutoff Time are as follows:

		☐	AM	☐	PM	☐	Eastern	☐	Central	☐	Mountain	☐	Pacific
(insert time)		(check AM or PM)				(check time zone)							

Daylight Saving Time applies when nationally in effect unless checked here ☐

2. Program Deposits

(a) The Triggering Event for a Regular Program Deposit is a Regular Program Deposit request by you that we receive and accept. Subject to the other terms and conditions of this Agreement, if such a Triggering Event occurs, we will transfer the requested amount to your Deposit Accounts at ICS Settlement on the next Business Day.

(b) The Triggering Event for a Same-Day Program Deposit is a Same-Day Program Deposit request by you that we receive and accept before the Same-Day Deposit Cutoff Time on a Business Day. Subject to the other terms and conditions of this Agreement, if such a Triggering Event occurs, we will transfer the requested amount to your Deposit Accounts at ICS Settlement later the same Business Day.

(c) If a Triggering Event for a Program Deposit occurs, we may debit the Transaction Account and credit a holding account before the transfer of funds to your Deposit Accounts occurs at ICS Settlement.

3. Program Withdrawals

(a) The Triggering Event for a Regular Program Withdrawal is a Regular Program Withdrawal request by you that we receive and accept. Subject to the other terms and conditions of this Agreement, if such a Triggering Event occurs, we will transfer the requested amount from your Deposit Accounts at ICS Settlement on the next Business Day.

(b) The Triggering Event for a Same-Day Program Withdrawal is a Same-Day Program Withdrawal request by you that we receive and accept before the Same-Day Withdrawal Cutoff Time on a Business Day. Subject to the other terms and conditions of this Agreement, if such a Triggering Event occurs, we will transfer the requested amount from your Deposit Accounts at ICS Settlement later the same Business Day.

(c) Subject to the other terms and conditions of this Agreement, including Section 4.5, and subject to the rules and cutoff times that otherwise apply to Transaction Accounts with us, after we have received and accepted your Program Withdrawal request, we may in our discretion advance funds to you in anticipation of a Program Withdrawal to honor your debit transactions in the Transaction Account so long as the sum of your funds in the Transaction Account and your funds in your Deposit Accounts of the applicable type, after taking into account any pending Program Deposits and any pending Program Withdrawals, is not less than zero. We may do so even if the amount of the debit transaction exceeds the Transaction Account balance. As set forth in Section 4.5, you will owe us any amounts that we credit as advances in anticipation of a Program Deposit and we will retain those amounts from the funds we receive at ICS Settlement.

(d) If a Triggering Event for a Program Withdrawal occurs, we may credit the Transaction Account and debit a holding account before the transfer of funds from your Deposit Accounts occurs at ICS Settlement.

SCHEDULE 2 TO ICS DEPOSIT PLACEMENT AGREEMENT

Transaction Account Deposits That Exceed the SMDIA

Although we will not place your funds through ICS at any one Destination Institution in an amount that exceeds the FDIC standard maximum deposit insurance amount ("*SMDIA*") of $250,000, deposits in the Transaction Account, separately or together with your other deposits with us in the same insurable capacity, may exceed the SMDIA. For example, when funds in the Transaction Account are awaiting placement through ICS, they will be subject to a single SMDIA until they are placed through ICS and become deposits at Destination Institutions after ICS Settlement. If you cannot accept the risk of having Transaction Account deposits that exceed the SMDIA in these or other circumstances, it will be your responsibility to make arrangements with us to have the deposits collateralized, protected by a properly-executed repurchase sweep arrangement, or otherwise adequately protected, in a manner consistent with applicable law. You should consult your legal advisor to determine whether a particular collateralization arrangement is consistent with applicable law.

SCHEDULE 3 TO ICS DEPOSIT PLACEMENT AGREEMENT

Depositor Control Panel and Depositor Placement Review

1. Depositor Control Panel

The address of the Depositor Control Panel is https://www.depositorcontrol.com.

Your initial login credentials for the Depositor Control Panel will be as follows:

User name:	The account number for the Transaction Account
Password:	The last four characters of the Depositor Identifier entered for the sole or primary Depositor on the signature page of this Agreement

You will also be required to enter the email address you have provided to us.

We will separately advise you of any additional steps required of you by additional security controls.

2. Depositor Placement Review

The DPR period each Business Day will be as follows:

3:00 P.M. to 3:15 P.M. Eastern time Daylight Saving Time applies when nationally in effect

We may change the DPR period by posting notice on the DCP in advance of the change.

SCHEDULE 4 TO ICS DEPOSIT PLACEMENT AGREEMENT

Service Form and Exclusions

1. Reciprocal and One-Way

☐ If you check this box, we may use ICS Reciprocal, ICS One-Way, or both for our placement of your funds through ICS.

☐ If you check this box, we will use only ICS Reciprocal for our placement of your funds through ICS.

2. Exclusions

Each depository institution entered on your List of Exclusions below will be ineligible, as of the date you and we have signed the Agreement, to receive your funds through ICS as a Destination Institution. You may subsequently change your List of Exclusions as provided in the Agreement.

The List of Exclusions should include the city and state of the institution's main office (rather than the city and state of a branch location). The List of Exclusions may also include the institution's FDIC certificate number or transit routing number. Attach additional pages as necessary. If you do not list any exclusions, you should enter "none" under Name of Institution on the first line (but your signature after a blank list will constitute your acknowledgment that you have not listed any exclusions whether or not you enter "none").

3. List of Exclusions

Your List of Exclusions is as follows:

Name of Institution	City and State	FDIC Certificate Number or Routing Number

Signature of sole or primary Depositor: _____

Custodial Agreement

You, the undersigned, enter into this Custodial Agreement (this "*Agreement*") with ("*we*" or "*us*").

1. Pursuant to this Agreement, you authorize us (as your "*Relationship Institution*") to hold and act as your custodian with respect to all deposit accounts, including all time deposits, money market deposit accounts, and demand deposit accounts, issued or established at other participating institutions pursuant to the CDARS Deposit Placement Agreement or the ICS Deposit Placement Agreement for funds of yours placed through CDARS®, the Certificate of Deposit Account Registry Service®, or ICS®, the Insured Cash Sweep® service (collectively, the "*Deposit Accounts*") and all your security entitlements and other related interests and assets with respect to the Deposit Accounts (collectively, the "*Related Entitlements*"). The custodial account in which we will hold the Deposit Accounts and Related Entitlements (the "*Custodial Account*") comprises all the CDARS and ICS custodial accounts that we maintain for you.

2. As your custodian, we may (i) cause the Deposit Accounts to be titled in our name or in the name of our sub-custodian, (ii) collect for your account all interest and other payments of income or principal pertaining to the Deposit Accounts, (iii) endorse on your behalf any check or other instrument received for your account that requires endorsement, (iv) deposit your funds in, or withdraw your funds from, the Deposit Accounts in accordance with your instructions, (v) deliver or transfer funds from another account with us to the Deposit Accounts or deliver or transfer funds from the Deposit Accounts to another account with us in accordance with your instructions, (vi) for Deposit Accounts that are time deposits, surrender for payment for your account maturing CD and those for which early withdrawal is requested, (vii) execute and deliver or file on your behalf all appropriate receipts and releases and other instruments, including whatever certificates may be required from custodians or may be necessary to obtain exemption from taxes and to name you when required for the purpose of the instrument, and (viii) take such other actions as are customary or necessary to effectuate the purposes of this Agreement.

3. For purposes of Article 8 of the Uniform Commercial Code as included in applicable state law (the "*UCC*"), we will act as your securities intermediary for, and will treat as financial assets, any Deposit Accounts and Related Entitlements that we hold for you pursuant to this Agreement. The Custodial Account will constitute a securities account, as defined in the UCC.

4. We may comply with any writ of attachment, execution, garnishment, tax levy, restraining order, subpoena, warrant, or other legal process that we believe (correctly or otherwise) to be valid. We may notify you of such process by telephone, electronically, or in writing. If we are not fully reimbursed for records research, imaging, photocopying, and handling costs by the party that served the process, we may charge such costs to your account, in addition to any minimum fee we charge for complying with legal processes.

5. We may honor any legal process that is served personally, by mail, or by electronic mail or facsimile transmission at any of our offices or an office of our agent (including locations other than where the funds, records, or property sought is held), even if the law requires personal delivery at the office where your account or records are maintained.

6. We will have no liability to you for any good-faith act or omission by us in connection with this Agreement. You agree to indemnify us and our sub-custodian, and to hold us and our sub-custodian harmless from, all expenses (including counsel fees), liabilities, and claims arising out of any good-faith act or omission by us in connection with this Agreement or compliance with any legal process relating to the Custodial Account that we believe (correctly or otherwise) to be valid. You agree to pay any service charges that we impose on the Custodial Account.

7. You may be an individual in an individual capacity, more than one individual in a joint capacity, or a trust, partnership, corporation, or other legal entity. We may accept instructions on your behalf from any individual who signs this Agreement as or on behalf of a Depositor and from any of the following individuals:

Name	Title or Legal Capacity

By signing below, you (as Depositor) and we (as Relationship Institution) agree to be legally bound by this Custodial Agreement, effective when you and we have signed it.

RELATIONSHIP INSTITUTION

Institution name: _____

Signature: _____

Name and title of authorized signatory:

_____

Date signed: _____

SOLE OR PRIMARY DEPOSITOR

Depositor name: _____

Signature: _____

Name and title of authorized signatory (if not individual):

_____

Depositor TIN or approved alternate identifier (and type):

_____

Email address: _____@_____

Date signed: _____

ADDITIONAL DEPOSITOR (FOR JOINT ACCOUNT)

Depositor name: _____

Signature: _____

Depositor TIN or approved alternate identifier (and type):

_____

Email address: _____@_____

Date signed: _____

ADDITIONAL DEPOSITOR (FOR JOINT ACCOUNT)

Depositor name: _____

Signature: _____

Depositor TIN or approved alternate identifier (and type):

_____

Email address: _____@_____

Date signed: _____

(Add signature lines as needed.)

REMOTE DEPOSIT CAPTURE AGREEMENT

This Remote Deposit Capture Agreement ("Agreement") is made and entered into on the _____ day of _____, 20____ between _____ (hereinafter, "Customer"), with its principal place of business at _____ and Cadence Bank, National Association, a national banking association ("Bank"), and governs Customer's use of Bank's remote deposit capture service ("Service"). Bank offers the Service under this Agreement only in association with certain of Customer's deposit accounts with Bank, and this Agreement supplements, but does not replace, any other agreement Customer might have executed with respect to its deposit accounts or other services provided to it by Bank.

Terms and Conditions

Summary of Service. Subject to the terms and conditions of this Agreement, Bank shall provide the Service to Customer. The Service allows Customer to make deposits to Customer's deposit accounts maintained with Bank from Customer's location. As provided in this Agreement, Customer will scan checks on a digital scanner, and the scanner will capture an image of the front and back of the check and read and capture both the MICR line of the check and the encoded check amount. After scanning the image(s) and data, Customer will transmit a file, via the internet, to Bank or Bank's designated processor ("Processor"), and, subject to the terms of this Agreement, Bank will provisionally credit Customer's account for the amount of the deposit evidenced by such scanned checks and enter the images of the checks into the collection process in accordance with the provisions of the Cadence customer agreement for deposit accounts ("Deposit Agreement") and this Agreement. Customer acknowledges and agrees that Bank may discontinue the Service, or any related content, features, products or services at any time without notice or liability to Customer or any third party.

Hardware, Software, Equipment, Installation and Security. Customer must use computer hardware and software that meet certain technical requirements for the proper delivery of the data which is the subject of the Service via secure internet access. Customer may also require additional related services, including, but not limited to, telephone service or internet service in order to use the Service. Customer is responsible for any costs or expenses associated with meeting and maintaining the technical requirements or additional items necessary or required by Bank to use the Service. Customer agrees that it is solely responsible for the operation and maintenance of all equipment used in connection with the Service, and Customer will cause the vendor recommended maintenance to be conducted by trained personnel (who may be employees of Customer or third-party employees). Bank is not responsible for any computer malfunction, computer virus, malware, or related problems that may be associated with using the internet to deliver the data which is the subject of the Service. Bank is not responsible for any errors or failures resulting from defects in or malfunctions of Customer's computer hardware or software. Customer agrees to monitor computer operating system vulnerabilities and apply vendor patches promptly. Customer agrees to scan its computer hardware and software on a regular basis using a reliable computer virus detection product and a reliable spyware detection product in order to detect and remove computer viruses and other malware. Customer shall only use hardware or hardware configurations approved by Bank or purchased from Bank, including, but not limited to, image scanners and personal computers described in the hardware and software requirements shown below:

- PC running Windows 2000 Professional or higher (excluding Windows Vista)
- 1.3 GHz Pentium processor
- 1 GB of storage for every 10,000 items to store
- CD-ROM, keyboard and mouse/touchpad
- 1 USB Port (Version 2.0 for optimum performance)
- NIC or modem internet connectivity
- Display with a 1024x768 resolution

All right, title and interest in and to any and all computer programs, including, without limitation, the object and source codes thereof, and any updates, upgrades, fixes, and enhancements thereto, together with the Remote Guide (as defined below) and any other documentation or instructions (collectively, the "Software Program") owned by Bank and used by Customer in performing the Service, shall be and remain the property of Bank.
Unless otherwise expressly authorized, Customer shall not copy, reproduce, retransmit, disseminate, display, publish, sell, broadcast, circulate, distribute, transfer, assign, commercially exploit, or create derivative works of the any software obtained in connection with the Service in any form for itself or for any individual, corporation, limited liability company, partnership, joint venture, company, trust or any other entity (collectively, each a "Person"). As used herein, Customer further agrees not to reverse engineer or reverse

compile any such software. Further, Customer acknowledges that any software received from Bank or any third party on behalf of Bank contains confidential information and trade secrets, which Bank has entrusted to Customer in confidence. Customer shall protect Bank's property and interest in the trade secrets contained in such software by controlling access to such software, permitting none of its employees or any other person not an employee or agent of Bank to examine, alter, attach, add to, modify, decode, reverse engineer, transcribe, extract or reproduce, in whole or in part, such software in any way. Without limiting the generality of the foregoing, Customer specifically agrees that it will not delete, mask or obscure any proprietary notices which Bank places on any software provided by Bank or any third party on behalf of Bank.

Installation of all software will be completed by Customer using instructions provided by Bank or any software vendor, as applicable. Customer may obtain assistance from Bank personnel or such other sources as appropriate. Customer acknowledges that conflicts sometimes occur between programs or hardware and that loss of data can result. Customer warrants that adequate backup exists and assumes all responsibility for program loss.

Customer shall maintain appropriate levels of firewalls and virus protection software on the personal computer that contains access to the Service. Customer will be responsible for any damage arising from the negligence of not updating virus protection. Customer shall keep any password information confidential from others.

Customer may select terminals and other equipment ("Equipment") for use in processing Files either from a vendor referred by Bank ("Referred Equipment Vendor") or from another vendor of Customer's choosing ("Other Equipment Vendor") provided that any such Other Equipment Vendor and the Equipment sold/leased by it shall have been first approved by Bank. Bank's right to approve Customer's use of an Other Equipment Vendor or Referred Equipment Vendor (collectively the "Third-Party Vendors") is intended solely for the benefit of Bank; and no such approval or consent shall be construed as a representation or warranty by Bank regarding the ability of such Third-Party Vendor to provide Equipment or services meeting Customer's needs. Bank reserves the right to revoke its consent to the use of any Equipment at any time. Notwithstanding any consent or recommendation by Bank to Customer regarding Equipment or Third-Party Vendors, the selection and use of any thereof shall be strictly at the Customer's risk. Bank shall not be responsible to Customer for any Equipment provided by a Third-Party Vendor, nor have liability for the malfunction of any Equipment.

Applicable Account; Information. Customer shall notify Bank regarding which of Customer's deposit accounts is to be the deposit account used in connection with the Service (the "Account"). Customer agrees to provide to Bank any and all information requested by Bank to permit Bank to provide the Service.

Items Deposited. Customer agrees to scan and remotely deposit only Items (as defined in Article 4 of the Uniform Commercial Code), which are acceptable to Bank for deposit into a deposit account as described in and pursuant to the terms of the Deposit Agreement. Customer represents that it has received the Deposit Agreement and agrees to the terms of the Deposit Agreement. Customer understands and agrees that Customer will not deposit Items (a) that are issued by Customer or Customer's affiliates and drawn on Customer's or Customer's affiliates' accounts, (b) prohibited by the Procedures (as defined below), or in violation of any Law (as defined below), (c) payable to anyone other than Customer, unless specifically approved by Bank, (d) that Customer suspects or should know to be fraudulent or not authorized by the legal owner of the account on which the check is drawn or (e) drawn on financial institutions that are located outside of the United States or territories of the United States.

Scanning of Items and Transmission of Files To use the Service, Customer shall endorse each check to be deposited, scan the front and back of each Item to be deposited, capture the image of the front and back of each Item (including the MICR line of the check and the encoded check amount) and transmit the image file ("File") to Bank in accordance with the procedures in the Remote Deposit Capture Quick Start User Guide ("User Guide") provided to Customer by Bank. Customer hereby acknowledges that it has received the User Guide and agrees to the terms of the Reference Guide. To ensure accuracy, Customer shall balance the deposit dollar amount to the sum of the Items ("Balanced File") in accordance with the User Guide prior to transmitting the File. The Balanced File must be received by Bank no later than the cut-off time specified in the User Guide ("Cut-Off Time"). A File which is received after the Cut-Off Time shall be deemed to have been received on the business day following the business day on which the File is actually received by Bank. Customer may send multiple Files to Bank throughout the day. Bank may, at its option, set a daily dollar amount threshold ("Deposit Limit"), and may refuse to accept any Files that exceed the Deposit Limit, or Bank may accept and process such Files. If a Deposit Limit is established by Bank, Customer agrees not to make deposits through the Service in an amount which exceeds the Deposit Limit. Bank reserves the right to change the Deposit Limit and Cut-Off Time. Any such modifications shall be effective immediately and may be implemented prior to Customer's receipt of the newly established Deposit Limit or Cut-Off Time.

Maintenance and Destruction of Original Item Customer shall for security purposes place a uniquely selected mark on the original Item after scanning the Item (if such mark is not placed on the Item by the scanner). Customer shall securely store the original Item for a period of not less than sixty (60) days ("Retention Period") after transmitting the File to Bank. During the Retention Period, Customer shall take appropriate security measures to ensure that only authorized personnel shall have access to the original Item, that

the information contained on the Item will not be disclosed, and that the original Item will not be duplicated, will not be scanned more than one time, and will not be deposited or negotiated in any form. In addition, during the Retention Period, Customer will furnish to Bank, upon request, a copy of or the original of any Item transmitted to Bank for processing. Customer shall destroy the original Item upon the expiration of the Retention Period.

Image Quality. Each File transmitted by Customer to Bank in accordance with the Procedures shall contain images of the front and the back of the Items scanned and remotely deposited by Customer ("Images"). The Images shall be of such quality that the information can clearly be read by sight review of the Images. Images shall also meet any standards for image quality established by American National Standards Institute (ANSI), the Board of Governors of the Federal Reserve, or any other regulatory agency, clearing house or association and shall be sufficient to create a "Substitute Check."

Receipt of File. Customer agrees that Customer shall remain liable for, and that Bank shall not be accountable to Customer for, any File or Item (a) that is not received by Bank for any reason or (b) that is intercepted or altered by an unauthorized Person. Customer agrees that Bank has no obligation to accept any File or Image and, therefore, that Bank may reject any File or Images submitted by Customer. Bank has no obligation to notify Customer of the rejection of a File or Image but will make reasonable efforts to do so. Bank shall have no liability to Customer for rejection of a File or Image or for failure to notify Customer of a rejection. Upon receipt of a File submitted by Customer, Bank may examine the File and the Images to ensure that Customer has followed the established Procedures. If Customer has not followed the Procedures, if errors exist in the data or if the Images contained in the File are unclear or defective in any manner, Bank, in its sole discretion, may reject and not accept the entire File or portions thereof or Bank may elect to accept and process the File. As a form of correction, Bank may credit Customer's account for the full amount of the deposit and make the necessary deposit adjustments to correct any errors contained in the File. Bank may, at its option, also perform a risk management analysis of the File submitted by Customer to detect potentially fraudulent Items and/or check for viruses and malware, and, in its sole discretion, reject the File or any Image. Bank may, but shall have no obligation to, notify Customer that it has rejected a File and/or any Image and permit Customer to resubmit such File or Image, as applicable. If, after final examination of a File and the related Images, Bank determines that Customer has processed and transmitted the File in accordance with the Procedures, the File is balanced, and the Images meet the requirements of this Agreement, then Bank shall accept the File ("Accepted File") for deposit to Customer's deposit account. Notwithstanding the fact that Bank has accepted the File for deposit, any credit made to Customer's account shall be provisional and Customer shall remain liable to Bank for any errors, inaccuracies, breaches of warranties and any other losses sustained by or claims made against Bank by any Person.

Provisional Credit and Availability of Funds Upon acceptance of a File, Bank shall grant Customer's deposit account provisional credit for the total amount of the Accepted File. The provisional credit means that the credit is made to Customer's account subject to final payment of the Items and will be made available as defined under the terms and conditions of Bank's Funds Availability Policy as set forth in the Deposit Agreement. Items will continue to be deferred based on the applicable collected funds calculations for analysis of account earnings ("Account Analysis") and automated sweep purposes.

Collection of Items. Bank, in its sole discretion, shall determine the manner in which Items shall be presented for payment to the drawee bank. Likewise, Bank, in its sole discretion, shall select the clearing agents used to collect and present the Items, and Bank's selection of the clearing agents shall be considered to have been designated by Customer. Bank shall not be liable for the negligence of any clearing agent. Customer agrees to be bound by any agreements entered into by and between Bank and any clearing agents, and Customer agrees to be bound by all Clearing House Rules and Regulations ("Rules"), all Regulations of the Board of Governors of the Federal Reserve ("Regulations"), all Federal Reserve Bank Operating Circulars ("Operating Circulars"), and all rules of the National Check Exchange ("NCE"), the Small Value Payments Company ("SVPCo"), Viewpointe and Endpoint Exchange (collectively, the "Other Rules") in which Bank may be a member of or to which rules Bank has agreed to be bound. Collection of Items is also subject to the terms of the Deposit Agreement.

Contingency Plan. Customer agrees that in the event that Customer is not able to capture, balance, process, or otherwise transmit a File to Bank for any reason, including, but not limited to, communications, equipment or software outages, interruptions or failures, Customer will transport the physical checks and deposits to an office of Bank and deposit the original checks with Bank until such time that the outage or other interruption can be identified and resolved. The deposit of original checks at an office of Bank shall be governed by the terms and conditions contained in the Deposit Agreement and not by the terms of this Agreement.

Return Items.

Chargeback of Returned Items. If Images of Items previously deposited by Customer are dishonored and returned unpaid by the drawee bank, Customer understands and agrees that, since Customer either maintains the original Item or has destroyed the original Item in accordance with this Agreement, the original Item will not be returned and Bank may charge back an Image of the Item to Customer's checking account. Customer understands and agrees that the Image may be in the form of an electronic or paper reproduction of the original Item or a substitute check.

Special Instructions. Customer may request that Bank re-present returned Items to the drawee or process returned Items according to instructions provided by Customer to Bank ("Special Instructions"). These Special Instructions may be given to Bank in a separate document in conjunction with or subsequent to the execution of this Agreement. Bank shall not be bound by such Special Instructions until such time as Bank has accepted the Special Instructions. Notwithstanding the fact that Bank has accepted the Special Instructions, Bank may, in its sole discretion, disregard the Special Instructions and charge the returned Item back to the account of Customer to which the Items were deposited. In the event that Customer has requested that returned Items be re-presented, in no event will Bank re-present an Item in excess of the limit established or permitted for the number of times that an Item may be re-presented by any Law, the Rules, the Regulations, the Operating Circulars, the Other Rules or this Agreement. Customer may change or amend the Special Instructions by providing Bank a written request to change or amend the Special Instructions. Changes or amendments to the Special Instructions shall not become effective until accepted by Bank.

Returned Items and Special Instructions Fees. Customer hereby agrees to pay Bank the fees for processing returned Items and Special Instructions contained in Bank's Schedule of Fees

Fees and Charges. So long as this Agreement remains in effect, Customer agrees to pay to Bank the normal demand deposit account service charges established from time to time by Bank and, in addition thereto, the fees and charges for the Service under this Agreement as described in fee schedules or notices delivered from time to time to Customer. Customer also agrees to pay such other fees and charges as may be agreed upon from time to time by Customer and Bank.

All charges for the Service, with the exception of charges for equipment furnished by Bank, will be subject to Account Analysis calculations and billing, through an account chosen by Customer as provided above. Customer acknowledges that charges for equipment furnished by Bank, if any, will not be subject to Account Analysis calculations and will be a direct charge to an account chosen by Customer. Customer authorizes Bank to deduct any charges for Services, maintenance and use of uncollected funds from the Account, even if such deduction causes an overdraft to the Account. If Customer closes the Account, Customer must notify its relationship manager or account officer prior to the end of the month in which the Account is closed and provide information as to the new account which is to be the "Account" hereunder. If Customer fails to notify Bank of the Account closure, Bank will designate another account owned by Customer from which to collect the charges owed. If Customer is billed and is fifteen (15) days or more past due on payment, Bank is authorized to deduct these charges from an account of Customer then designated by Bank. Should Customer fail or refuse to pay any charges under this Agreement, Customer agrees to pay any collection costs (including reasonable attorney's fees) which may be incurred by Bank in collection thereof. Bank shall have the right to increase or decrease charges imposed for the Service upon thirty (30) days prior written notice to Customer.

Confirmation: Account Reconciliation Bank will provide notice of receipt of deposits to Account on the periodic Account statement. Customer is responsible for detecting and reporting to Bank any discrepancy between Customer's records and the records Bank provides to Customer. If Customer does not detect and notify Bank of such a discrepancy within 30 days of Customer's receipt of any terminal printout, mailed report or periodic statement ("Report"), whichever is received first, then such transactions shall be deemed correct and Customer shall be precluded from asserting such error or discrepancy against Bank.

Warranties and Covenants. Customer represents and warrants to Bank and covenants and agrees with Bank as follows:

Items Deposited. Customer shall only deposit Items that are authorized by this Agreement and the Deposit Agreement.
Image Quality. The Images shall comply with the requirements of this Agreement.
No Duplicates. Customer will not (a) create duplicate Images of the Items, (b) transmit any duplicate Images or Files to Bank, or (c) deposit or otherwise negotiate any original Item from which an Image was created or accepted. No subsequent transferee, including, but not limited to, Bank, a collecting or returning bank, drawer, drawee, payee or endorser, will be asked to pay an original Item from which an Image was created or Item was previously accepted or a duplication (whether paper or electronic) of such Item.
No Loss. No subsequent transferee of any Item, including, but not limited to, Bank, a collecting or returning bank, drawer, drawee, payee or endorser, shall sustain a loss as the result of the fact that an Image, instead of an original Item, was presented for payment or returned.
Information. All information provided by Customer to Bank with respect to Customer, its business, its owners and its officers is true, correct and complete. Customer is not engaged or affiliated with any businesses, products or methods of selling other than those disclosed by Customer to Bank.
Corporate Power. Customer has the power and authority to execute, deliver and perform this Agreement, and this Agreement has been duly executed and delivered by Customer. This Agreement will not violate any law or conflict with any agreement to which Customer is subject.
No Litigation. There is no action, suit or proceeding pending or to Customer's knowledge threatened which, if decided adversely, would impair Customer's ability to carry on its business substantially as now conducted or which would adversely affect Customer's financial condition or operations.

Transactions. All business transactions of Customer are legal and performed in accordance with all federal, state and local laws ("Laws").
Compliance With Laws and Rules. Customer conducts its business and submits Images and Files in compliance with all Laws, the Rules, the Regulations, the Operating Circulars and Other Rules.
Computer Virus. The Files and the Images do not and will not contain computer viruses or other harmful, intrusive, or invasive codes.
Representations Deemed Made for Each Image and File. For each Image and File transmitted to Bank, Customer represents and warrants to Bank that: (i) the preparation and presentment of such Image and/or File, as applicable, comply with the terms and conditions set forth in this Agreement; (ii) the digital image of the check transmitted to Bank is a sufficient copy that is a true, correct and accurate image that represents all the information on the front and back of the original check at the time the original was truncated**,** so that a Substitute Check created from the image will satisfy legal equivalence requirements, and the image has not been altered in any manner by Customer or any third party acting on behalf of Customer, (iii) Customer, or any third party acting on behalf of Customer, has reviewed and confirmed that the transmission of MICR line information is identical in all respects to the original check and that the encoded check amount is accurate, (iv) Customer understands that any message text or other information Customer elects to add to the check image transmitted to Bank may cause the depository bank's endorsement not to be legible which may result in the delayed return of the Item or electronic representation of the check if it is not paid, (v) the original check, or a paper or electronic representation, has not previously been deposited for collection with Bank or any other financial institution, and no depositary bank, drawee, drawer, or endorser will be asked to pay a check that it already has paid, (vi) Customer will retain the original check, or in the event Customer utilizes services of a third party that the third party will retain the original check, for the time period required herein**,** and for such additional period as may be required in the event of a disputed truncated or Substitute Check, including claims that the Substitute Check or electronic representation does not satisfy legal equivalence requirements**,** so that the original check can be processed for collection, and that Customer or such third party will take all reasonable efforts to safeguard any original checks until they are destroyed, (vi) Customer understands that the appearance of the original check and the use of certain background colors, decorative images and choices in ink on the original check may affect the ability to produce a readable digital image of the check or the creation of a Substitute Check that meets legal equivalence requirements which may require the original check to be processed for collection and (vi) Customer has no knowledge or notice of information to indicate that the transaction is fraudulent.
Indemnity. Customer agrees to defend, indemnify and hold Indemnified Parties (as defined below) harmless from and against any and all claims, losses, liability, costs, and expenses (including, without limitation, reasonable attorneys' fees) arising from the breach of Customer's warranties, representations, covenants and/or agreements and obligations under this Agreement. This provision shall survive the termination of this Agreement.

Onsite Audits. Onsite audits may be performed spontaneously by Bank to ensure Customer is meeting acceptable standards for the transmissions of Files and Items, in connection with retainment procedures and otherwise in order to comply with this Agreement. Items for audit may include, but shall not be limited to, the following: security of physical items processes before and after scanning, item retention, image quality, over limit items and number of duplicates issued. Bank may mandate further internal controls by Customer based on the results of any audit.

Update Notice. Customer shall provide written notice to Bank of any changes to the information provided by Customer to Bank, including, but not limited to, additional locations, any change in business, any new business, any change in name of principals and/or owners, any change in form of business organization or name, any change of type of goods and services provided, and any change in Customer's method of conducting sales. Such notice must be received by Bank within five (5) business days of the change. Further, upon Bank's request, Customer shall provide updated information within five (5) days of such request. Bank retains the right to (a) review Customer's Items and business activities from time to time to confirm Customer is conducting business as stated by Customer at the time of the execution of this Agreement, and (b) re-price or terminate the Service based on changes to the facts previously stated by Customer.

Bank's Duties and Liabilities. Bank's duties and responsibilities are limited to those described in this Agreement, related agreements, and in deposit agreements between Customer and Bank. Bank will use commercially reasonable care in performing its responsibilities under this Agreement and will be responsible for any loss sustained by Customer only to the extent that such loss is caused by Bank's gross negligence or willful misconduct. Bank will use commercially reasonable care in complying with Customer's directions as given to Bank. Notwithstanding any provision hereof to the contrary, Bank's, and if the service of a third party provider are utilized in the performance or the application of the Service, the third parties, sole liability to Customer shall be limited to the correction of any errors made. Bank shall not be responsible for suspension of performance of all or any of its obligations, responsibilities and covenants hereunder, whether expressed or implied, if at any time, or from time to time, compliance therewith should be prevented or hindered by, or be in conflict with any of the following: (1) any Law, regulation or rule; (2) the order of any court of competent jurisdiction; (3) any act of God or of the public enemy, war, epidemic, strike, or work stoppages of the U. S. Postal Service and commercial carrier(s), or electric power disruption or shortage, telecommunications failure or computer failure; (4) acts, omissions or errors of any Person operating on behalf of Customer, Bank, the Federal Reserve Bank or other agency utilized to exercise transfers, or recipients of transferred funds; (5) any incorrect, unauthorized or fraudulent use or other fraud by any Person other than Bank's

employees; or, (6) without limiting the generality of the foregoing, any other cause or circumstance beyond Bank's reasonable control or other conditions or circumstances not wholly controlled by Bank and which would prohibit performance by Bank under this Agreement.

Internet Disclaimer. Bank disclaims any and all liability resulting from or related to any disruptions in internet service, whether such disruptions occur as a result of the internet service of Bank, the internet service of Customer or for any other reason, and in no event shall Bank be liable for any damages (whether in contract or in tort) that are attributable to the internet, third parties use of the internet, Customer's ability to connect to the internet or Bank's ability to connect to the internet.

Indemnification and Liability; Third Party Claims In addition to other indemnification and liability provisions elsewhere in this Agreement, Customer will be liable for, hold harmless, and will indemnify Bank, its officers, directors, shareholders, agents, employees, and affiliates, and their respective officers, directors, agents and employees (collectively, the "Indemnified Parties"), from and against, (a) all claims of any sort arising out of this Agreement, including all losses and expenses incurred by Bank arising out of Customer's failure to report required changes, transmission of incorrect data to Bank, or failure to maintain compliance with any Laws, any Rules, any Regulations, any Operating Circulars or any Other Rules, and (b) except for those losses caused directly by Bank's gross negligence or willful misconduct, any and all losses, costs, suits, damages, claims, liabilities and expenses (including reasonable attorneys' fees) arising from or related in any way to (i) the Service, (ii) Bank's action or inaction in accordance with or reliance upon any instructions or information received from any person reasonably believed by Bank to be an authorized representative of Customer, (iii) Customer's breach of any of Customer's covenants, agreements, responsibilities, representations or warranties under this Agreement, and/or (iv) Customer's breach of any Laws, any Rules, any Regulations, any Operating Circulars or any Other Rules.

Limit of Liability.

CUSTOMER AGREES THAT IN NO EVENT SHALL BANK OR BANK'S SERVICE PROVIDERS BE RESPONSIBLE OR LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR INCIDENTAL DAMAGES, LOSSES OR INJURIES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF USE, LOSS OF DATA OR COST OF COVER) ARISING OUT OF THE USE BY CUSTOMER OF THE SERVICE OR THE FAILURE OF BANK OR ITS SERVICE PROVIDERS TO PROPERLY PROCESS AND COMPLETE TRANSACTIONS HEREUNDER, EVEN IF BANK OR BANK'S SERVICE PROVIDERS HAVE BEEN SPECIFICALLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES OR INJURIES.

CUSTOMER ACKNOWLEDGES AND AGREES THAT CUSTOMER'S USE OF THE SERVICE SHALL BE AT CUSTOMER'S SOLE RISK.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, BANK MAKES NO, AND HEREBY DISCLAIMS ANY AND ALL, REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT, WHATSOEVER TO CUSTOMER OR TO ANY OTHER PERSON AS TO THE SERVICE OR ANY ASPECT THEREOF, INCLUDING (WITHOUT LIMITATION) ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, OR SUITABILITY. CUSTOMER AGREES THAT NO ORAL OR WRITTEN ADVICE OR REPRESENTATION OBTAINED FROM ANY BANK EMPLOYEE OR REPRESENTATIVE SHALL CREATE A WARRANTY OR REPRESENTATION FOR PURPOSES OF THIS AGREEMENT OR THE SERVICE TO BE PERFORMED PURSUANT HERETO.

TO THE FULLEST EXTENT ALLOWED BY LAW AND SUBJECT TO THE FOREGOING PROVISIONS OF THIS SECTION, BANK'S LIABILITY TO CUSTOMER UNDER THIS AGREEMENT SHALL BE LIMITED TO CORRECTING ERRORS RESULTING FROM BANK'S FAILURE TO EXERCISE COMMERCIALLY REASONABLE CARE. FURTHERMORE, BANK WILL, AT IS OWN EXPENSE, CORRECT ANY DATA IN WHICH (AND TO THE EXTENT THAT) ERRORS HAVE BEEN MADE BY BANK'S PERSONNEL, OR BY MALFUNCTION OF BANK'S SYSTEM WHICH ARE NOT DUE TO CUSTOMER'S ERRORS, ACTS OR OMISSIONS. HOWEVER, THE EXPENSE TO BANK OF CORRECTING SUCH DATA SHALL CONSTITUTE BANK'S ONLY RESPONSIBILITY IN CONNECTION WITH SUCH ERRORS OR IN CONNECTION WITH ANY OTHER PERFORMANCE OR NONPERFORMANCE BY BANK UNDER THIS AGREEMENT. IN THE EVENT THAT BANK UNDERTAKES TO CORRECT ANY ERROR CAUSED BY ANY THIRD PARTY ACTING ON BEHALF OF CUSTOMER, BANK SHALL NOT HAVE ANY LIABILITY WITH RESPECT THERETO. BANK SHALL HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER FOR ERRORS OR OMISSIONS CAUSED BY CUSTOMER OR ANY THIRD PARTY PROVIDING SERVICES, SOFTWARE OR EQUIPMENT TO CUSTOMER FOR USE IN THE SERVICE.

BANK SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY ERRORS OR FAILURES RESULTING FROM DEFECTS IN OR MALFUNCTIONS OF CUSTOMER'S COMPUTER HARDWARE OR SOFTWARE, FOR THE QUALITY OF

PERFORMANCE OR LACK OF PERFORMANCE OF ANY COMPUTER SOFTWARE OR HARDWARE OR INTERNET DELIVERED SERVICES SUPPLIED BY BANK TO CUSTOMER IN CONNECTION WITH THIS AGREEMENT, OR FOR THE TRANSMISSION OR FAILURE OF TRANSMISSION OF ANY INFORMATION FROM CUSTOMER TO BANK OR FROM BANK TO CUSTOMER. CUSTOMER SHALL BE ENTITLED TO THE BENEFITS OF ANY WARRANTY MADE BY THE MANUFACTURER OF ANY EQUIPMENT PURCHASED BY CUSTOMER IN CONNECTION WITH THE SERVICE. BANK SHALL NOT BE RESPONSIBLE FOR NOTIFYING CUSTOMER OF ANY UPGRADES OR ENHANCEMENTS TO ANY OF CUSTOMER'S COMPUTER HARDWARE OR SOFTWARE.

Third Parties; Maintenance.

Services from Others. Customer may be using special equipment, services or software provided by a third party ("Third Party") to assist it in processing Items and Files hereunder. Customer (i) agrees that any Third Party is acting as Customer's agent in the delivery of Items and Files to Bank, and (ii) agrees to assume full responsibility and liability for any failure of that Third Party to comply with the Laws, the Rules, the Regulations, the Operating Circulars, the Other Rules or this Agreement. Bank will not be liable for any losses or additional costs incurred by Customer as a result of any error by a Third Party or a malfunction of equipment provided by a Third Party. Customer shall obtain Borrower's prior written consent in the event it decides to use any such Third Party. Customer is solely responsible for maintaining compliance with the requirements of any Third Party, including obtaining any software updates. Bank shall not have any responsibility for any Item or File handled by a Third Party until that point in time when Bank accepts and approves an Item or File from such Third Party for processing. If requested by Bank, Third Party shall execute documentation acceptable to Bank acknowledging the terms set forth herein.

Equipment Maintenance. Customer shall be solely responsible for obtaining and properly maintaining its equipment and system requirements, including computer equipment, software, internet connectivity, scanning terminals and any other equipment or items necessary to use the Service. Bank shall not be liable to Customer, in any manner whatsoever, for any type of errors, losses, damages or other claims related to Customer's failure to do so.

Financial Information. Bank may from time to time request information from Customer in order to evaluate a continuation of the Service to be provided by Bank hereunder and/or adjustment of any limits set by this Agreement. Customer agrees to provide the requested financial information immediately upon request by Bank, in the form required by Bank. If Customer refuses to provide the requested financial information, or if Bank concludes in its sole discretion that the credit risk of Customer is unacceptable, Bank may terminate this Agreement according to the provisions hereof. Customer authorizes Bank to investigate or reinvestigate at any time any information provided by Customer in connection with this Agreement or the Service and to request reports from credit bureaus and reporting agencies for such purpose.

Proprietary Rights. Customer agrees that any specifications or programs developed by Bank in connection with this Agreement or supplied or made available to Customer by Bank are the exclusive property of Bank, its agents, suppliers, or contractors, and further agrees that such material shall not be copied or used in any manner or for any purpose without the express written consent of Bank. This clause shall survive the termination of the Agreement.

Arbitration and Waiver of Jury Trial THE PARTIES AGREE THAT ALL DISPUTES, CLAIMS AND CONTROVERSIES BETWEEN THEM, WHETHER INDIVIDUAL, JOINT, OR CLASS IN NATURE, ARISING FROM THIS AGREEMENT OR OTHERWISE, INCLUDING WITHOUT LIMITATION CONTRACT AND TORT DISPUTES, SHALL BE ARBITRATED PURSUANT TO THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION UPON REQUEST OF EITHER PARTY. JUDGMENT UPON ANY AWARD RENDERED BY ANY ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. THE STATUTES OF LIMITATIONS, ESTOPPEL, WAIVER, LACHES, AND SIMILAR DOCTRINES WHICH WOULD OTHERWISE BE APPLICABLE IN AN ACTION BROUGHT BY A PARTY SHALL BE APPLICABLE IN ANY ARBITRATION PROCEEDING, AND THE COMMENCEMENT OF AN ARBITRATION PROCEEDING SHALL BE DEEMED THE COMMENCEMENT OF AN ACTION FOR THESE PURPOSES. THE FEDERAL ARBITRATION ACT (9 U.S.C. §§ 1, *et seq.*) SHALL APPLY TO THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT OF THIS ARBITRATION PROVISION. THE PARTIES FURTHER HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY COURT IN ANY ACTION FOR THE ADJUDICATION OF SUCH CLAIM OR DISPUTE.

Successors. This Agreement and all the terms and provisions herein shall be binding upon and shall inure to the benefit of the parties hereto and their successors and assigns.

Assignment. No right or interest hereby conferred shall be assignable without the prior written consent of the other party and any assignment made without such consent shall be null and void, except that Bank may assign this Agreement or any part of it to any of Bank's affiliates or to a successor of Bank by merger or acquisition.

No Third Party Beneficiaries. This Agreement shall not be construed to confer any rights or remedies upon any Person not a party to this Agreement, whether as a third party beneficiary or otherwise, against Customer or Bank, their respective successors, assigns, and affiliates.

Captions and Headings. The captions and headings contained in this Agreement are for convenience of reference only and shall not be used to limit the applicability or meaning of any provisions of this Agreement.

Deposit Agreement. In the event of any inconsistency between the Deposit Agreement and this Agreement, this Agreement shall control to the extent of such inconsistency.

Waiver. No delay or failure on the part of Bank in exercising any of Bank's rights under this Agreement shall constitute a waiver of such rights and no exercise of any remedy hereunder by any party shall constitute a waiver of its right to exercise any other remedy hereunder. Except for amendments made in accordance with this Agreement, no deviation, whether intentional or unintentional, will constitute an amendment of this Agreement or will constitute a waiver of any right or duty of either party.

Severability. In the event any one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, the remaining provisions shall be binding and enforceable as if any such invalid, illegal or unenforceable provision had never been contained herein.

Construction. This Agreement is an agreement between parties who are experienced in sophisticated and complex matters similar to the transactions contemplated by this Agreement, is entered into by both parties in reliance upon the economic and legal bargains contained herein, and shall be interpreted and construed in a fair and impartial manner without regard to such factors as the party which prepared the instrument or drafted any provision thereof, the relative bargaining powers of the parties, or the domicile of any party.

Termination. This Agreement shall remain in full force and effect from the date hereof until such time as this Agreement is terminated by either party as hereinafter provided. This Agreement may be terminated (a) by Bank, at any time without any notice to Customer, and (b) by Customer following thirty (30) days prior written notice to Bank; provided, however, that this Agreement shall be immediately terminated in the event the Deposit Agreement is terminated Upon termination of this Agreement, (i) Customer will promptly pay to Bank all sums due or to become due under this Agreement, (ii) Customer shall have no further right to make use of the Service or any system or software which may have been provided in connection with the Service, and (iii) any property held by Customer that is owned by Bank shall be immediately returned to Bank.

Amendments. Bank may amend the terms of this Agreement (including the fees and charges for the Service) at any time in its sole discretion by giving written notice to Customer (except as otherwise required by this Agreement or by applicable Law). Customer's continued use of the Service shall constitute Customer's agreement to such amendment. No amendments requested by Customer shall be effective unless received in writing by Bank and agreed to in writing by Bank.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama and the applicable laws of the United States of America.

Notices. Any notice or communication required or permitted hereunder shall be given by certified first class U.S. mail, postage prepaid, return receipt requested, by hand or overnight delivery, by electronic mail or by any other means agreed upon by both parties, to Bank at the address set forth below and to Customer at the most recent address shown for Customer in Bank's records. All such notices and communications shall be deemed to have been duly given, in the case of a mailed notice, when duly deposited in the mails, in the case of hand or overnight delivery, when personally delivered or, in the case of electronic mail, when the sender receives a delivery receipt.

Cadence Bank,
2100 3rd Avenue North
Birmingham, AL 35203
Attention: Treasury Management
Email Address: treasurymanagement@cadencebank.com

ENTIRE AGREEMENT. THIS AGREEMENT IS THE ENTIRE STATEMENT OF THE TERMS AND CONDITIONS WHICH APPLY TO THE SUBJECT MATTER HEREOF. THIS AGREEMENT SUPERSEDES ANY PRIOR AGREEMENTS BETWEEN THE PARTIES RELATING TO THE SERVICE AND MAY NOT BE CONTRADICTED OR VARIED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OR

DISCUSSIONS OF THE PARTIES HERETO. THERE ARE NO ORAL AGREEMENTS AMONG THE PARTIES HERETO.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first stated above through their duly authorized officers.

BANK:	**CUSTOMER:**
CADENCE BANK, NATIONAL ASSOCIATION	
By:	By:
Title:	Title:
Date:	Date:

REMOTE DEPOSIT CAPTURE & COMMERCIAL MOBILE DEPOSIT AGREEMENT

This Remote Deposit Capture & Commercial Mobile Deposit Agreement ("Agreement") is made and entered into on the ___ day of _____, 20_____ between _____ (hereinafter, "Customer"), with its principal place of business at _____ and Cadence Bank, National Association, a national banking association ("Bank"), and governs Customer's use of Bank's remote deposit capture service ("Service"). Bank offers the Service under this Agreement only in association with certain of Customer's deposit accounts with Bank, and this Agreement supplements, but does not replace, any other agreement Customer might have executed with respect to its deposit accounts or other services provided to it by Bank.

Terms and Conditions

Summary of Service. Subject to the terms and conditions of this Agreement, Bank shall provide the Service to Customer. The Service allows Customer to make deposits to Customer's deposit accounts maintained with Bank from Customer's location using a digital scanner or mobile device. As provided in this Agreement, Customer will scan checks on a digital scanner or mobile device, and the scanner or mobile device will capture an image of the front and back of the check and read and capture both the MICR line of the check and the encoded check amount. As used in this Agreement, the term "mobile device" shall mean and include a cell or mobile phone, tablet computer or personal electronic device and the term "Deposit" shall mean and include the image of the front and back of the check, the MICR line of the check and the encoded amount of the check which are transmitted by Customer using the Service. After scanning and capturing the image(s) and data, Customer will transmit the Deposit, via online banking or mobile banking, to Bank or Bank's designated processor ("Processor"), and, subject to the terms of this Agreement, Bank will provisionally credit Customer's account for the amount of the deposit evidenced by such scanned checks and enter the images of the checks into the collection process in accordance with the provisions of the Cadence customer agreement for deposit accounts (the "Deposit Agreement") and this Agreement. Customer acknowledges and agrees that Bank may discontinue the Service, or any related content, features, products or services at any time without notice or liability to Customer or any third party.

Hardware, Software, Equipment, Installation and Security. Customer must use computer hardware and software or a mobile device that meets certain technical requirements for the proper delivery of the data which is the subject of the Service via secure internet access. Customer may also require additional related services, including, but not limited to, telephone service, internet service, or mobile service in order to use the Service. Customer is responsible for any costs or expenses associated with meeting and maintaining the technical requirements or additional items necessary or required by Bank to use the Service. Customer agrees that it is solely responsible for the operation and maintenance of all equipment used in connection with the Service, and Customer will cause the vendor recommended maintenance to be conducted by trained personnel (who may be employees of Customer or third-party employees). Bank is not responsible for any computer malfunction, computer virus, malware, or related problems that may be associated with using the internet to deliver the data which is the subject of the Service. Bank is not responsible for any errors or failures resulting from defects in or malfunctions of Customer's computer hardware,software or mobile device. Customer agrees to monitor computer operating system vulnerabilities and apply vendor patches promptly. Customer agrees to scan its computer hardware and software on a regular basis using a reliable computer virus detection product and a reliable spyware detection product in order to detect and remove computer viruses and other malware. Customer also is responsible for maintaining the security of Customer's computer hardware, software or mobile device and any security codes created for the purpose of accessing the same or the Service. If Customer allows any person to obtain or to use Customer's computer hardware, software or mobile device or Security Credentials, Customer will have authorized that person to access the Service. As used in the foregoing sentence, the term "Security Credentials" shall mean and include any user name, password, code, token, security question, procedures, processes or other unique identifier that is used to obtain access to Customer's computer hardware, software or mobile device, or to the Service, to authenticate Customer and/or to authorize transactions using the Service. Customer agrees to take every precaution to ensure the safety, security and integrity of Customer's hardware, software or mobile device. Customer shall only use hardware, hardware configurations or mobile devices approved by Bank or, including, but not limited to, image scanners, personal computers or mobile devices described in the hardware and software requirements shown below:

- Microsoft Windows (XP, Vista, 7, 8, 8.1 and 10) or Apple Mac OX X (10.8.2 "Mountain Lion", 10.9.5 "Mavericks", 10.10 "Yosemite", or 10.11 "El Capitan") Operating System
- Google Chrome, Microsoft Edge, Microsoft Internet Explorer, Mozilla Firefox, Apple Safari supported browser
- An available USB 2.0 port
- A display adapter and monitor capable of at least 1024x768 resolution

All right, title and interest in and to any and all computer programs, software or mobile applications (collectively, "software"), including, without limitation, the object and source codes thereof, and any updates, upgrades, fixes, and enhancements thereto, together with the

User Guide (as defined below) and any other documentation or instructions (collectively, the "Software Program") owned by Bank and used by Customer in performing the Service, shall be and remain the property of Bank.

Unless otherwise expressly authorized, Customer shall not copy, reproduce, retransmit, disseminate, display, publish, sell, broadcast, circulate, distribute, transfer, assign, commercially exploit, or create derivative works of the any software obtained in connection with the Service in any form for itself or for any individual, corporation, limited liability company, partnership, joint venture, company, trust or any other entity (collectively, each a "Person"). As used herein, Customer further agrees not to reverse engineer or reverse compile any such software. Further, Customer acknowledges that any software received from Bank or any third party on behalf of Bank contains confidential information and trade secrets, which Bank has entrusted to Customer in confidence. Customer shall protect Bank's property and interest in the trade secrets contained in such software by controlling access to such software, permitting none of its employees or any other person not an employee or agent of Bank to examine, alter, attach, add to, modify, decode, reverse engineer, transcribe, extract or reproduce, in whole or in part, such software in any way. Without limiting the generality of the foregoing, Customer specifically agrees that it will not delete, mask or obscure any proprietary notices which Bank places on any software provided by Bank or any third party on behalf of Bank.

Installation of all software will be completed by Customer using instructions provided by Bank or any software vendor, as applicable. Customer may obtain assistance from Bank personnel or such other sources as appropriate. Customer acknowledges that conflicts sometimes occur between programs or hardware and that loss of data can result. Customer warrants that adequate backup exists and assumes all responsibility for program loss.

Customer shall maintain appropriate levels of firewalls and virus protection software on the personal computer or mobile device that contains access to the Service. Customer will be responsible for any damage arising from the negligence of not updating virus protection. Customer shall keep any password information confidential from others.

Customer may select terminals and other equipment ("Equipment") for use in processing Deposits either from a vendor referred by Bank ("Referred Equipment Vendor") or from another vendor of Customer's choosing ("Other Equipment Vendor") provided that any such Other Equipment Vendor and the Equipment sold/leased by it shall have been first approved by Bank. Bank's right to approve Customer's use of any Other Equipment Vendor or Referred Equipment Vendor (collectively the "Third-Party Vendors") is intended solely for the benefit of Bank; and no such approval or consent shall be construed as a representation or warranty by Bank regarding the ability of such Third-Party Vendor to provide Equipment or services meeting Customer's needs. Bank reserves the right to revoke its consent to the use of any Equipment at any time. Notwithstanding any consent or recommendation by Bank to Customer regarding Equipment or Third-Party Vendors, the selection and use of any thereof shall be strictly at the Customer's risk. Bank shall not be responsible to Customer for any Equipment provided by a Third-Party Vendor, nor have liability for the malfunction of any Equipment.

Applicable Account; Information. Customer shall notify Bank regarding which of Customer's deposit accounts is to be the deposit account used in connection with the Service (the "Account"). Customer agrees to provide to Bank any and all information requested by Bank to permit Bank to provide the Service.

Items Deposited. Customer agrees to scan and remotely deposit only Items (as defined in Article 4 of the Uniform Commercial Code), which are acceptable to Bank for deposit into a deposit account as described in and pursuant to the terms of the Deposit Agreement. Customer represents that it has received the Deposit Agreement and agrees to the terms of the Deposit Agreement. Customer understands and agrees that Customer will not deposit Items (a) that are issued by Customer or Customer's affiliates and drawn on Customer's or Customer's affiliates' accounts, (b) prohibited by the Procedures (as defined below), or in violation of any Law (as defined below), (c) payable to anyone other than Customer, unless specifically approved by Bank, (d) that Customer suspects or should know to be fraudulent or not authorized by the legal owner of the account on which the check is drawn or (e) drawn on financial institutions that are located outside of the United States or territories of the United States.

Scanning of Items and Transmission of Deposits. To use the Service, Customer shall endorse each check to be deposited, scan or take a picture of the front and back of each Item to be deposited, capture the image of the front and back of each Item (including the MICR line of the check and the encoded check amount) and transmit the Deposit to Bank in accordance with the procedures in the Remote Deposit Capture or Commercial Mobile Deposit User Guide ("User Guide") provided to Customer by Bank. Customer hereby acknowledges that it has received the User Guide and agrees to the terms of the User Guide. To ensure accuracy, Customer shall balance the deposit dollar amount to the sum of the Items ("Balanced Deposit") in accordance with the User Guide prior to transmitting the Deposit. The Balanced Deposit must be received by Bank no later than the cut-off time specified in the User Guide ("Cut-Off Time"). A Deposit which is received after the Cut-Off Time shall be deemed to have been received on the business day following the business day on which the Deposit is actually received by Bank. Customer may send multiple Deposits to Bank throughout the day. Bank may, at its option, set a daily dollar amount threshold ("Deposit Limit"), and may refuse to accept any Deposits that exceed the Deposit Limit, or Bank may accept and process such Deposits. If a Deposit Limit is established by Bank, Customer agrees not to make deposits through the Service in an amount which exceeds the Deposit Limit. Bank reserves the right to change the Deposit Limit and Cut-Off Time. Any such modifications shall be effective immediately and may be implemented prior to Customer's receipt of the newly established Deposit Limit or Cut-Off Time.

Maintenance and Destruction of Original Item. Customer shall for security purposes place a uniquely selected mark on the original Item after scanning the Item (if such mark is not placed on the Item by the scanner). Customer shall securely store the original Item for a period of not less than sixty (60) days ("Retention Period") after transmitting the Deposit to Bank. During the Retention Period, Customer shall take appropriate security measures to ensure that only authorized personnel shall have access to the original Item, that the information contained on the Item will not be disclosed, and that the original Item will not be duplicated, will not be scanned more than one time, and will not be deposited or negotiated in any form. In addition, during the Retention Period, Customer will furnish to Bank, upon request, a copy of or the original of any Item transmitted to Bank for processing. Customer shall destroy the original Item upon the expiration of the Retention Period.

Image Quality. Each Deposit transmitted by Customer to Bank in accordance with the Procedures shall contain images of the front and the back of the Items scanned and remotely deposited by Customer ("Images"). The Images shall be of such quality that the information can clearly be read by sight review of the Images. Images shall also meet any standards for image quality established by American National Standards Institute (ANSI), the Board of Governors of the Federal Reserve, or any other regulatory agency, clearing house or association and shall be sufficient to create a "Substitute Check."

Receipt of Deposit. Customer agrees that Customer shall remain liable for, and that Bank shall not be accountable to Customer for, any Deposit or Item (a) that is not received by Bank for any reason or (b) that is intercepted or altered by an unauthorized Person. Customer agrees that Bank has no obligation to accept any Deposit or Image and, therefore, that Bank may reject any Deposit or Images submitted by Customer. Bank has no obligation to notify Customer of the rejection of a Deposit or Image but will make reasonable efforts to do so. Bank shall have no liability to Customer for rejection of a Deposit or Image or for failure to notify Customer of a rejection. Upon receipt of a Deposit submitted by Customer, Bank may examine the Deposit and the Images to ensure that Customer has followed the established Procedures. If Customer has not followed the Procedures, if errors exist in the data or if the Images contained in the Deposit are unclear or defective in any manner, Bank, in its sole discretion, may reject and not accept the entire Deposit or portions thereof or Bank may elect to accept and process the Deposit. As a form of correction, Bank may credit Customer's account for the full amount of the Deposit and make the necessary adjustments to correct any errors contained in the Deposit. Bank may, at its option, also perform a risk management analysis of the Deposit submitted by Customer to detect potentially fraudulent Items and/or check for viruses and malware, and, in its sole discretion, reject the Deposit or any Image. Bank may, but shall have no obligation to, notify Customer that it has rejected a Deposit and/or any Image and permit Customer to resubmit such Deposit or Image, as applicable. If, after final examination of a Deposit and the related Images, Bank determines that Customer has processed and transmitted the Deposit in accordance with the Procedures, the Deposit is balanced, and the Images meet the requirements of this Agreement, then Bank shall accept the Deposit ("Accepted Deposit") for deposit to Customer's Account. Notwithstanding the fact that Bank has accepted the Deposit, any credit made to Customer's Account shall be provisional and Customer shall remain liable to Bank for any errors, inaccuracies, breaches of warranties and any other losses sustained by or claims made against Bank by any Person.

Provisional Credit and Availability of Funds. Upon acceptance of a Deposit, Bank shall grant Customer's Account provisional credit for the total amount of the Accepted Deposit. The provisional credit means that the credit is made to Customer's Account subject to final payment of the Items and will be made available as defined under the terms and conditions of Bank's Funds Availability Policy as set forth in the Deposit Agreement. Items will continue to be deferred based on the applicable collected funds calculations for analysis of account earnings ("Account Analysis") and automated sweep purposes.

Collection of Items. Bank, in its sole discretion, shall determine the manner in which Items shall be presented for payment to the drawee bank. Likewise, Bank, in its sole discretion, shall select the clearing agents used to collect and present the Items, and Bank's selection of the clearing agents shall be considered to have been designated by Customer. Bank shall not be liable for the negligence of any clearing agent. Customer agrees to be bound by any agreements entered into by and between Bank and any clearing agents, and Customer agrees to be bound by all Clearing House Rules and Regulations ("Rules"), all Regulations of the Board of Governors of the Federal Reserve ("Regulations"), all Federal Reserve Bank Operating Circulars ("Operating Circulars"), and all rules of the National Check Exchange ("NCE"), the Small Value Payments Company ("SVPCo"), Viewpointe and Endpoint Exchange (collectively, the "Other Rules") in which Bank may be a member of or to which rules Bank has agreed to be bound. Collection of Items is also subject to the terms of the Deposit Agreement.

Contingency Plan. Customer agrees that in the event that Customer is not able to capture, balance, process, or otherwise transmit a Deposit to Bank for any reason, including, but not limited to, communications, equipment or software outages, interruptions or failures, Customer will transport the physical checks and deposits to an office of Bank and deposit the original checks with Bank until such time that the outage or other interruption can be identified and resolved. The deposit of original checks at an office of Bank shall be governed by the terms and conditions contained in the Deposit Agreement and not by the terms of this Agreement.

Return Items.

Chargeback of Returned Items. If Images of Items previously deposited by Customer are dishonored and returned unpaid by the drawee bank, Customer understands and agrees that, since Customer either maintains the original Item or has destroyed the original Item in

accordance with this Agreement, the original Item will not be returned and Bank may charge back an Image of the Item to Customer's checking account. Customer understands and agrees that the Image may be in the form of an electronic or paper reproduction of the original Item or a Substitute Check.

Special Instructions. Customer may request that Bank re-present returned Items to the drawee or process returned Items according to instructions provided by Customer to Bank ("Special Instructions"). These Special Instructions may be given to Bank in a separate document in conjunction with or subsequent to the execution of this Agreement. Bank shall not be bound by such Special Instructions until such time as Bank has accepted the Special Instructions. Notwithstanding the fact that Bank has accepted the Special Instructions, Bank may, in its sole discretion, disregard the Special Instructions and charge the returned Item back to the account of Customer to which the Items were deposited. In the event that Customer has requested that returned Items be re-presented, in no event will Bank re-present an Item in excess of the limit established or permitted for the number of times that an Item may be re-presented by any Law, the Rules, the Regulations, the Operating Circulars, the Other Rules or this Agreement. Customer may change or amend the Special Instructions by providing Bank a written request to change or amend the Special Instructions. Changes or amendments to the Special Instructions shall not become effective until accepted by Bank.

Returned Items and Special Instructions Fees. Customer hereby agrees to pay Bank the fees for processing returned Items and Special Instructions contained in Bank's Schedule of Fees

Fees and Charges. So long as this Agreement remains in effect, Customer agrees to pay to Bank the normal demand deposit account service charges established from time to time by Bank and, in addition thereto, the fees and charges for the Service under this Agreement as described in fee schedules or notices delivered from time to time to Customer. Customer also agrees to pay such other fees and charges as may be agreed upon from time to time by Customer and Bank.

All charges for the Service, with the exception of charges for equipment furnished by Bank, will be subject to Account Analysis calculations and billing, through an account chosen by Customer as provided above. Customer acknowledges that charges for equipment furnished by Bank, if any, will not be subject to Account Analysis calculations and will be a direct charge to an account chosen by Customer. Customer authorizes Bank to deduct any charges for Services, maintenance and use of uncollected funds from the Account, even if such deduction causes an overdraft to the Account. If Customer closes the Account, Customer must notify its relationship manager or account officer prior to the end of the month in which the Account is closed and provide information as to the new account which is to be the "Account" hereunder. If Customer fails to notify Bank of the Account closure, Bank will designate another account owned by Customer from which to collect the charges owed. If Customer is billed and is fifteen (15) days or more past due on payment, Bank is authorized to deduct these charges from an account of Customer then designated by Bank. Should Customer fail or refuse to pay any charges under this Agreement, Customer agrees to pay any collection costs (including reasonable attorney's fees) which may be incurred by Bank in collection thereof. Bank shall have the right to increase or decrease charges imposed for the Service upon thirty (30) days prior written notice to Customer.

Confirmation: Account Reconciliation. Bank will provide notice of receipt of deposits to the Account on the periodic Account statement. Customer is responsible for detecting and reporting to Bank any discrepancy between Customer's records and the records Bank provides to Customer. If Customer does not detect and notify Bank of such a discrepancy within thirty (30) days of Customer's receipt of any terminal printout, mailed report or periodic statement ("Report"), whichever is received first, then such transactions shall be deemed correct and Customer shall be precluded from asserting such error or discrepancy against Bank.

Warranties and Covenants. Customer represents and warrants to Bank and covenants and agrees with Bank as follows:

Items Deposited. Customer shall only deposit Items that are authorized by this Agreement and the Deposit Agreement.
Image Quality. The Images shall comply with the requirements of this Agreement.
No Duplicates. Customer will not (a) create duplicate Images of the Items, (b) transmit any duplicate Images or Deposits to Bank, or (c) deposit or otherwise negotiate any original Item from which an Image was created or accepted. No subsequent transferee, including, but not limited to, Bank, a collecting or returning bank, drawer, drawee, payee or endorser, will be asked to pay an original Item from which an Image was created or Item was previously accepted or a duplication (whether paper or electronic) of such Item.
No Loss. No subsequent transferee of any Item, including, but not limited to, Bank, a collecting or returning bank, drawer, drawee, payee or endorser, shall sustain a loss as the result of the fact that an Image, instead of an original Item, was presented for payment or returned.
Information. All information provided by Customer to Bank with respect to Customer, its business, its owners and its officers is true, correct and complete. Customer is not engaged or affiliated with any businesses, products or methods of selling other than those disclosed by Customer to Bank.
Corporate Power. Customer has the power and authority to execute, deliver and perform this Agreement, and this Agreement has been duly executed and delivered by Customer. This Agreement will not violate any law or conflict with any agreement to which Customer is subject.
No Litigation. There is no action, suit or proceeding pending or to Customer's knowledge threatened which, if decided adversely, would impair Customer's ability to carry on its business substantially as now conducted or which would adversely affect Customer's financial condition or operations.

Transactions. All business transactions of Customer are legal and performed in accordance with all federal, state and local laws ("Laws").
Compliance With Laws and Rules. Customer conducts its business and submits Images and Deposits in compliance with all Laws, the Rules, the Regulations, the Operating Circulars and Other Rules.
Computer Virus. The Deposits and the Images do not and will not contain computer viruses or other harmful, intrusive, or invasive codes.
Representations Deemed Made for Each Image and Deposit. For each Image and Deposit transmitted to Bank, Customer represents and warrants to Bank that: (i) the preparation and presentment of such Image and/or Deposit, as applicable, comply with the terms and conditions set forth in this Agreement; (ii) the digital image of the check transmitted to Bank is a sufficient copy that is a true, correct and accurate image that represents all the information on the front and back of the original check at the time the original was truncated**,** so that a Substitute Check created from the image will satisfy legal equivalence requirements, and the image has not been altered in any manner by Customer or any third party acting on behalf of Customer, (iii) Customer, or any third party acting on behalf of Customer, has reviewed and confirmed that the transmission of MICR line information is identical in all respects to the original check and that the encoded check amount is accurate, (iv) Customer understands that any message text or other information Customer elects to add to the check image transmitted to Bank may cause the depository bank's endorsement not to be legible which may result in the delayed return of the Item or electronic representation of the check if it is not paid, (v) the original check, or a paper or electronic representation, has not previously been deposited for collection with Bank or any other financial institution, and no depositary bank, drawee, drawer, or endorser will be asked to pay a check that it already has paid, (vi) Customer will retain the original check, or in the event Customer utilizes services of a third party that the third party will retain the original check, for the time period required herein**,** and for such additional period as may be required in the event of a disputed truncated or Substitute Check, including claims that the Substitute Check or electronic representation does not satisfy legal equivalence requirements**,** so that the original check can be processed for collection, and that Customer or such third party will take all reasonable efforts to safeguard any original checks until they are destroyed, (vi) Customer understands that the appearance of the original check and the use of certain background colors, decorative images and choices in ink on the original check may affect the ability to produce a readable digital image of the check or the creation of a Substitute Check that meets legal equivalence requirements which may require the original check to be processed for collection and (vi) Customer has no knowledge or notice of information to indicate that the transaction is fraudulent.
Indemnity. Customer agrees to defend, indemnify and hold Indemnified Parties (as defined below) harmless from and against any and all claims, losses, liability, costs, and expenses (including, without limitation, reasonable attorneys' fees) arising from the breach of Customer's warranties, representations, covenants and/or agreements and obligations under this Agreement. This provision shall survive the termination of this Agreement.

Onsite Audits. Onsite audits may be performed spontaneously by Bank to ensure Customer is meeting acceptable standards for the transmissions of Deposits and Items, in connection with retainment procedures and otherwise in order to comply with this Agreement. Items for audit may include, but shall not be limited to, the following: security of physical items processes before and after scanning, item retention, image quality, over limit items and number of duplicates issued. Bank may mandate further internal controls by Customer based on the results of any audit.

Update Notice. Customer shall provide written notice to Bank of any changes to the information provided by Customer to Bank, including, but not limited to, additional locations, any change in business, any new business, any change in name of principals and/or owners, any change in form of business organization or name, any change of type of goods and services provided, and any change in Customer's method of conducting sales. Such notice must be received by Bank within five (5) business days of the change. Further, upon Bank's request, Customer shall provide updated information within five (5) days of such request. Bank retains the right to (a) review Customer's Items and business activities from time to time to confirm Customer is conducting business as stated by Customer at the time of the execution of this Agreement, and (b) re-price or terminate the Service based on changes to the facts previously stated by Customer.

Bank's Duties and Liabilities. Bank's duties and responsibilities are limited to those described in this Agreement, related agreements, and in the Deposit Agreement between Customer and Bank. Bank will use commercially reasonable care in performing its responsibilities under this Agreement and will be responsible for any loss sustained by Customer only to the extent that such loss is caused by Bank's gross negligence or willful misconduct. Bank will use commercially reasonable care in complying with Customer's directions as given to Bank. Notwithstanding any provision hereof to the contrary, Bank's, and if the service of a third party provider are utilized in the performance or the application of the Service, the third parties', sole liability to Customer shall be limited to the correction of any errors made. Bank shall not be responsible for suspension of performance of all or any of its obligations, responsibilities and covenants hereunder, whether expressed or implied, if at any time, or from time to time, compliance therewith should be prevented or hindered by, or be in conflict with any of the following: (1) any Law, regulation or rule; (2) the order of any court of competent jurisdiction; (3) any act of God or of the public enemy, war, epidemic, strike, or work stoppages of the U. S. Postal Service and commercial carrier(s), or electric power disruption or shortage, telecommunications failure or computer failure; (4) acts, omissions or errors of any Person operating on behalf of Customer, Bank, the Federal Reserve Bank or other agency utilized to exercise transfers, or recipients of transferred funds; (5) any incorrect, unauthorized or fraudulent use or other fraud by any Person other than Bank's employees; or, (6) without limiting the generality of the foregoing, any other cause or circumstance beyond Bank's reasonable control or other conditions or circumstances not wholly controlled by Bank and which would prohibit performance by Bank under this Agreement.

Internet Disclaimer. Bank disclaims any and all liability resulting from or related to any disruptions in internet service, whether such disruptions occur as a result of the internet service of Bank, the internet service of Customer or for any other reason, and in no event shall Bank be liable for any damages (whether in contract or in tort) that are attributable to the internet, third parties use of the internet, Customer's ability to connect to the internet or Bank's ability to connect to the internet.

Indemnification and Liability; Third Party Claims. In addition to other indemnification and liability provisions elsewhere in this Agreement, Customer will be liable for, hold harmless, and will indemnify Bank, its officers, directors, shareholders, agents, employees, and affiliates, and their respective officers, directors, agents and employees (collectively, the "Indemnified Parties"), from and against, (a) all claims of any sort arising out of this Agreement, including all losses and expenses incurred by Bank arising out of Customer's failure to report required changes, transmission of incorrect data to Bank, or failure to maintain compliance with any Laws, any Rules, any Regulations, any Operating Circulars or any Other Rules, and (b) except for those losses caused directly by Bank's gross negligence or willful misconduct, any and all losses, costs, suits, damages, claims, liabilities and expenses (including reasonable attorneys' fees) arising from or related in any way to (i) the Service, (ii) Bank's action or inaction in accordance with or reliance upon any instructions or information received from any person reasonably believed by Bank to be an authorized representative of Customer, (iii) Customer's breach of any of Customer's covenants, agreements, responsibilities, representations or warranties under this Agreement, and/or (iv) Customer's breach of any Laws, any Rules, any Regulations, any Operating Circulars or any Other Rules.

Limit of Liability.

CUSTOMER AGREES THAT IN NO EVENT SHALL BANK OR BANK'S SERVICE PROVIDERS BE RESPONSIBLE OR LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR INCIDENTAL DAMAGES, LOSSES OR INJURIES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF USE, LOSS OF DATA OR COST OF COVER) ARISING OUT OF THE USE BY CUSTOMER OF THE SERVICE OR THE FAILURE OF BANK OR ITS SERVICE PROVIDERS TO PROPERLY PROCESS AND COMPLETE TRANSACTIONS HEREUNDER, EVEN IF BANK OR BANK'S SERVICE PROVIDERS HAVE BEEN SPECIFICALLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES OR INJURIES.

CUSTOMER ACKNOWLEDGES AND AGREES THAT CUSTOMER'S USE OF THE SERVICE SHALL BE AT CUSTOMER'S SOLE RISK.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, BANK MAKES NO, AND HEREBY DISCLAIMS ANY AND ALL, REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT, WHATSOEVER TO CUSTOMER OR TO ANY OTHER PERSON AS TO THE SERVICE OR ANY ASPECT THEREOF, INCLUDING (WITHOUT LIMITATION) ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, OR SUITABILITY. CUSTOMER AGREES THAT NO ORAL OR WRITTEN ADVICE OR REPRESENTATION OBTAINED FROM ANY BANK EMPLOYEE OR REPRESENTATIVE SHALL CREATE A WARRANTY OR REPRESENTATION FOR PURPOSES OF THIS AGREEMENT OR THE SERVICE TO BE PERFORMED PURSUANT HERETO.

TO THE FULLEST EXTENT ALLOWED BY LAW AND SUBJECT TO THE FOREGOING PROVISIONS OF THIS SECTION, BANK'S LIABILITY TO CUSTOMER UNDER THIS AGREEMENT SHALL BE LIMITED TO CORRECTING ERRORS RESULTING FROM BANK'S FAILURE TO EXERCISE COMMERCIALLY REASONABLE CARE. FURTHERMORE, BANK WILL, AT IS OWN EXPENSE, CORRECT ANY DATA IN WHICH (AND TO THE EXTENT THAT) ERRORS HAVE BEEN MADE BY BANK'S PERSONNEL, OR BY MALFUNCTION OF BANK'S SYSTEM WHICH ARE NOT DUE TO CUSTOMER'S ERRORS, ACTS OR OMISSIONS. HOWEVER, THE EXPENSE TO BANK OF CORRECTING SUCH DATA SHALL CONSTITUTE BANK'S ONLY RESPONSIBILITY IN CONNECTION WITH SUCH ERRORS OR IN CONNECTION WITH ANY OTHER PERFORMANCE OR NONPERFORMANCE BY BANK UNDER THIS AGREEMENT. IN THE EVENT THAT BANK UNDERTAKES TO CORRECT ANY ERROR CAUSED BY ANY THIRD PARTY ACTING ON BEHALF OF CUSTOMER, BANK SHALL NOT HAVE ANY LIABILITY WITH RESPECT THERETO. BANK SHALL HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER FOR ERRORS OR OMISSIONS CAUSED BY CUSTOMER OR ANY THIRD PARTY PROVIDING SERVICES, SOFTWARE OR EQUIPMENT TO CUSTOMER FOR USE IN THE SERVICE.

BANK SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY ERRORS OR FAILURES RESULTING FROM DEFECTS IN OR MALFUNCTIONS OF CUSTOMER'S COMPUTER HARDWARE, SOFTWARE OR MOBILE DEVICE, FOR THE QUALITY OF

PERFORMANCE OR LACK OF PERFORMANCE OF ANY COMPUTER HARDWARE, SOFTWARE OR MOBILE DEVICE OR INTERNET DELIVERED SERVICES SUPPLIED BY BANK TO CUSTOMER IN CONNECTION WITH THIS AGREEMENT, OR FOR THE TRANSMISSION OR FAILURE OF TRANSMISSION OF ANY INFORMATION FROM CUSTOMER TO BANK OR FROM BANK TO CUSTOMER. CUSTOMER SHALL BE ENTITLED TO THE BENEFITS OF ANY WARRANTY MADE BY THE MANUFACTURER OF ANY EQUIPMENT PURCHASED BY CUSTOMER IN CONNECTION WITH THE SERVICE. BANK SHALL NOT BE RESPONSIBLE FOR NOTIFYING CUSTOMER OF ANY UPGRADES OR ENHANCEMENTS TO ANY OF CUSTOMER'S COMPUTER HARDWARE OR SOFTWARE.

Third Parties; Maintenance.

Services from Others. Customer may be using special equipment, services or software provided by a third party ("Third Party") to assist it in processing Items and Deposits hereunder. Customer (i) agrees that any Third Party is acting as Customer's agent in the delivery of Items and Deposits to Bank, and (ii) agrees to assume full responsibility and liability for any failure of that Third Party to comply with the Laws, the Rules, the Regulations, the Operating Circulars, the Other Rules or this Agreement. Bank will not be liable for any losses or additional costs incurred by Customer as a result of any error by a Third Party or a malfunction of equipment provided by a Third Party. Customer shall obtain Borrower's prior written consent in the event it decides to use any such Third Party. Customer is solely responsible for maintaining compliance with the requirements of any Third Party, including obtaining any software updates. Bank shall not have any responsibility for any Item or Deposit handled by a Third Party until that point in time when Bank accepts and approves an Item or Deposit from such Third Party for processing. If requested by Bank, Third Party shall execute documentation acceptable to Bank acknowledging the terms set forth herein.

Equipment Maintenance. Customer shall be solely responsible for obtaining and properly maintaining its equipment and system requirements, including computer equipment, software, internet connectivity, scanning terminals, mobile devices and any other equipment or items necessary to use the Service. Bank shall not be liable to Customer, in any manner whatsoever, for any type of errors, losses, damages or other claims related to Customer's failure to do so.

Financial Information. Bank may from time to time request information from Customer in order to evaluate a continuation of the Service to be provided by Bank hereunder and/or adjustment of any limits set by this Agreement. Customer agrees to provide the requested financial information immediately upon request by Bank, in the form required by Bank. If Customer refuses to provide the requested financial information, or if Bank concludes in its sole discretion that the credit risk of Customer is unacceptable, Bank may terminate this Agreement according to the provisions hereof. Customer authorizes Bank to investigate or reinvestigate at any time any information provided by Customer in connection with this Agreement or the Service and to request reports from credit bureaus and reporting agencies for such purpose.

Proprietary Rights. Customer agrees that any specifications or programs developed by Bank in connection with this Agreement or supplied or made available to Customer by Bank are the exclusive property of Bank, its agents, suppliers, or contractors, and further agrees that such material shall not be copied or used in any manner or for any purpose without the express written consent of Bank. This clause shall survive the termination of the Agreement.

Arbitration and Waiver of Jury Trial. THE PARTIES AGREE THAT ALL DISPUTES, CLAIMS AND CONTROVERSIES BETWEEN THEM, WHETHER INDIVIDUAL, JOINT, OR CLASS IN NATURE, ARISING FROM THIS AGREEMENT OR OTHERWISE, INCLUDING WITHOUT LIMITATION CONTRACT AND TORT DISPUTES, SHALL BE ARBITRATED PURSUANT TO THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION UPON REQUEST OF EITHER PARTY. JUDGMENT UPON ANY AWARD RENDERED BY ANY ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. THE STATUTES OF LIMITATIONS, ESTOPPEL, WAIVER, LACHES, AND SIMILAR DOCTRINES WHICH WOULD OTHERWISE BE APPLICABLE IN AN ACTION BROUGHT BY A PARTY SHALL BE APPLICABLE IN ANY ARBITRATION PROCEEDING, AND THE COMMENCEMENT OF AN ARBITRATION PROCEEDING SHALL BE DEEMED THE COMMENCEMENT OF AN ACTION FOR THESE PURPOSES. THE FEDERAL ARBITRATION ACT (9 U.S.C. §§ 1, *et seq*.) SHALL APPLY TO THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT OF THIS ARBITRATION PROVISION. THE PARTIES FURTHER HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY COURT IN ANY ACTION FOR THE ADJUDICATION OF SUCH CLAIM OR DISPUTE.

Successors. This Agreement and all the terms and provisions herein shall be binding upon and shall inure to the benefit of the parties hereto and their successors and assigns.

Assignment. No right or interest hereby conferred shall be assignable without the prior written consent of the other party and any assignment made without such consent shall be null and void, except that Bank may assign this Agreement or any part of it to any of Bank's affiliates or to a successor of Bank by merger or acquisition.

No Third Party Beneficiaries. This Agreement shall not be construed to confer any rights or remedies upon any Person not a party to this Agreement, whether as a third party beneficiary or otherwise, against Customer or Bank, their respective successors, assigns, and affiliates.

Captions and Headings. The captions and headings contained in this Agreement are for convenience of reference only and shall not be used to limit the applicability or meaning of any provisions of this Agreement.

Deposit Agreement. In the event of any inconsistency between the Deposit Agreement and this Agreement, this Agreement shall control to the extent of such inconsistency.

Waiver. No delay or failure on the part of Bank in exercising any of Bank's rights under this Agreement shall constitute a waiver of such rights and no exercise of any remedy hereunder by any party shall constitute a waiver of its right to exercise any other remedy hereunder. Except for amendments made in accordance with this Agreement, no deviation, whether intentional or unintentional, will constitute an amendment of this Agreement or will constitute a waiver of any right or duty of either party.

Severability. In the event any one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, the remaining provisions shall be binding and enforceable as if any such invalid, illegal or unenforceable provision had never been contained herein.

Construction. This Agreement is an agreement between parties who are experienced in sophisticated and complex matters similar to the transactions contemplated by this Agreement, is entered into by both parties in reliance upon the economic and legal bargains contained herein, and shall be interpreted and construed in a fair and impartial manner without regard to such factors as the party which prepared the instrument or drafted any provision thereof, the relative bargaining powers of the parties, or the domicile of any party.

Termination. This Agreement shall remain in full force and effect from the date hereof until such time as this Agreement is terminated by either party as hereinafter provided. This Agreement may be terminated (a) by Bank, at any time without any notice to Customer, and (b) by Customer following thirty (30) days prior written notice to Bank; provided, however, that this Agreement shall be immediately terminated in the event the Deposit Agreement is terminated. Upon termination of this Agreement, (i) Customer will promptly pay to Bank all sums due or to become due under this Agreement, (ii) Customer shall have no further right to make use of the Service or any system, software or mobile application which may have been provided in connection with the Service, and (iii) any property held by Customer that is owned by Bank shall be immediately returned to Bank.

Amendments. Bank may amend the terms of this Agreement (including the fees and charges for the Service) at any time in its sole discretion by giving written notice to Customer (except as otherwise required by this Agreement or by applicable Law). Customer's continued use of the Service shall constitute Customer's agreement to such amendment. No amendments requested by Customer shall be effective unless received in writing by Bank and agreed to in writing by Bank.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama and the applicable laws of the United States of America.

Notices. Any notice or communication required or permitted hereunder shall be given by certified first class U.S. mail, postage prepaid, return receipt requested, by hand or overnight delivery, by electronic mail or by any other means agreed upon by both parties, to Bank at the address set forth below and to Customer at the most recent address shown for Customer in Bank's records. All such notices and communications shall be deemed to have been duly given, in the case of a mailed notice, when duly deposited in the mails, in the case of hand or overnight delivery, when personally delivered or, in the case of electronic mail, when the sender receives a delivery receipt.

Cadence Bank,
2100 3rd Avenue North
Birmingham, AL 35203
Attention: Treasury Management
Email Address: treasurymanagement@cadencebank.com

ENTIRE AGREEMENT. THIS AGREEMENT IS THE ENTIRE STATEMENT OF THE TERMS AND CONDITIONS WHICH APPLY TO THE SUBJECT MATTER HEREOF. THIS AGREEMENT SUPERSEDES ANY PRIOR AGREEMENTS BETWEEN THE PARTIES RELATING TO THE SERVICE AND MAY NOT BE CONTRADICTED OR VARIED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OR

DISCUSSIONS OF THE PARTIES HERETO. THERE ARE NO ORAL AGREEMENTS AMONG THE PARTIES HERETO.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first stated above through their duly authorized officers.

BANK:	**CUSTOMER:**
CADENCE BANK, NATIONAL ASSOCIATION	
By: _____	By: _____
Its: _____	Its: _____
Date:	Date:

ACCOUNT INFORMATION
CHECKING ACCOUNT



TX-HOUST-WLMS TOWER-RETAIL
2800 POST OAK BLVD SUITE 100 HOUSTON TX 77056

ACCOUNT TITLE AND ADDRESS

ACCOUNT OPEN DATE	ACCOUNT NUMBER	OWNERSHIP TYPE	PRODUCT NAME	INITIAL DEPOSIT

BUSINESS ENTITY INFORMATION

Name:
Address:

Business Filing State:
Date Established:
Nature of Business:

Contact Name:
Contact Title:
Contact Phone:
E-Mail Address:

Resolution Date:

Business does not engage in Internet Gambling.

DEFINITIONS. "You," "your," and "account owner" refer to the Customer, whether or not there are one or more Customers named on the account, and the terms "we," "us," and "our" refer to the Bank, CADENCE BANK.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

ACKNOWLEDGMENT. By signing this document, you acknowledge that you have opened the type of account designated above. The undersigned certify that all information provided to the Bank is true and accurate. As the account is in the name of a business entity, you acknowledge that you are acting on behalf of the business entity, and with respect to which you have legal authority to transact business. Your signature acknowledges the receipt of the appropriate Account Agreement for the type of account designated above and that you agree to be bound by the Account Agreement. You acknowledge that you have received a Funds Availability Policy Disclosure. All signers authorize this Bank to make inquiries from any consumer reporting agency, including a check protection service, in connection with this account. You also acknowledge that you have requested a change to your account and the terms of the Account Agreement and the Disclosures related to your existing account have been revised in their entirety effective on _____.

One Signer Required for Withdrawals

By: Date
Its:

By: Date
Its:

By: Date
Its:

By: Date
Its:

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Signer:
Address:

Title/Capacity:

Tax ID Number: _____
Date of Birth:
Home Phone:
Work Phone:
Email Address:

Unique Identifier:

Identification Document
Driver's License/State ID:
ID Issued By:
ID Issuing Location:
ID Issue Date:
ID Expiration:
Verification Notation:

Signer:
Address:

Title/Capacity:

Tax ID Number: _____
Date of Birth:
Home Phone:
Work Phone:
Email Address:

Unique Identifier:

Identification Document
Driver's License/State ID:
ID Issued By:
ID Issuing Location:
ID Issue Date:
ID Expiration:
Verification Notation:

Signer:
Address:

Title/Capacity:

Tax ID Number: _____
Date of Birth:
Work Phone:
Home Phone:
Email Address:
Unique Identifier:

Identification Document
Driver's License/State ID:
ID Issued By:
ID Issuing Location:
ID Issue Date:
ID Expiration:
Verification Notation:

Signer:
Address:

Title/Capacity:

Tax ID Number: _____
Date of Birth:
Home Phone:
Work Phone:
Email Address:

Unique Identifier:

Identification Document
Driver's License/State ID:
ID Issued By:
ID Issuing Location:
ID Issue Date:
ID Expiration:
Verification Notation:

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TAXPAYER IDENTIFICATION NUMBER (T.I.N.) CERTIFICATION

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined in the instructions for the IRS Form W-9), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

Signature of U.S. person:

Date

Exemptions (see IRS Form W-9 instructions):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

FOR INSTITUTION USE.

Purpose of Account:

Source of Funds:

OFAC:

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RESOLUTION
CORPORATION



TX-HOUST-WLMS TOWER-RETAIL
2800 POST OAK BLVD SUITE 100 HOUSTON TX 77056

BUSINESS ENTITY NAME AND ADDRESS

This Resolution supersedes all previous Resolutions, effective _____

DATE OF RESOLUTION	ACCOUNT NUMBER

By signing below, I certify to CADENCE BANK ("Financial Institution") that: I am the _____ of the above named _____ ("Corporation"), validly organized and operating under the laws of the State of _____ and filed at the appropriate filing office on the following is a true and complete copy of the Resolution, properly adopted at a duly called meeting held on _____ by a quorum of the Corporation's Board of Directors in accordance with the By-Laws of the Corporation, if any; this Resolution is contained in the minutes of that meeting and that such Resolution is still in force and effect and has not been amended or rescinded, and was and still is in accordance with the By-Laws of the Corporation, if any; the Financial Institution has been provided a true and complete copy of the Articles or Certificate of Incorporation and the By-Laws of the Corporation, if any, as in effect as of the date of this Resolution; provided below are the correct names, titles, and genuine signatures of the persons authorized to exercise the powers provided in the Resolution ("Authorized Signers"); and the Financial Institution may rely upon my certification as to my authority to execute this Resolution and to make the representations in this Resolution.

IT IS RESOLVED:

The Authorized Signers shall possess the powers indicated as contained in this Resolution.

DEPOSITORY ACCOUNT. Perform the following activities in regards to the depository account(s) indicated above in the name of the Corporation, subject to any terms and conditions governing the account(s), including:

- **Account Opening and Maintenance.** Open and maintain the Corporation account(s).

  Number of signers required: 1
- **Make Deposits.** Make deposits to the Corporation account(s).

  Number of signers required: 1
- **Endorsements.** Endorse for negotiation, negotiate, and receive the proceeds of any negotiable instrument, check, draft, or order for the payment of money payable to or belonging to the Corporation, by writing, stamp, or other means permitted by this Resolution without the designation of the person endorsing.

  Number of signers required: 1
- **Make withdrawals.** Make withdrawals from the Corporation account(s) in any manner permitted by the account(s) regardless whether such action will create or increase an overdraft of the involved account.

  Number of signers required: 1
- **Transfer Funds.** Transfer funds from the Corporation account(s) in Financial Institution to any account whether or not held at this Financial Institution and whether or not held by this Corporation and execute any agreements related to such transfers.

  Number of signers required: 1
- **Approve, Endorse, Guarantee and Identify Payees.** Approve, endorse, guarantee, and identify the endorsement of any payee or any endorser of any negotiable instrument, check, draft or order for the payment of money whether drawn by the Corporation or anyone else and guarantee the payment of any negotiable instrument, check, draft, or order for the payment of money.

  Number of signers required: 1
- **Delegate Authority.** Delegate to others the authority to approve, endorse, guarantee, and identify the endorsement of any payee or endorser on any negotiable instrument, check, draft, or order for the payment of money and to guarantee the payment of any such negotiable instrument, check, draft, or order for the payment of money.

  Number of signers required: 1

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IT IS FURTHER RESOLVED THAT:

DESIGNATED DEPOSITORY. Financial Institution is designated as a depository for the funds of the Corporation and to provide other financial accommodations indicated in this Resolution.

AUTHORIZED SIGNER'S POWERS. Authorized Signers are authorized to make any and all other contracts, agreements, stipulations, and orders which the Authorized Signers may deem advisable for the effective exercise of their powers.

SIGNATURES. The Financial Institution shall be indemnified and held harmless by the Corporation for any claims, expenses, damages, or attorney fees resulting from the honoring of any signature, authorized by this Resolution, or refusing to honor any signature not so authorized, regardless of whether or not such signature was genuine, if such signature reasonably resembles the specimen provided to the Financial Institution. The Financial Institution shall also be permitted to rely upon non-signature security and verification codes which it provides to or receives from an Authorized Signer and shall be indemnified and held harmless by the Corporation for any claims, expenses, damages, or attorney fees resulting from their use.

IMPROPER ENDORSEMENT. Any negotiable instrument, check, draft or order for the payment of moneys not clearly endorsed by an Authorized Signer may be returned to the Corporation by the Financial Institution. The Financial Institution, in its sole discretion, alternatively may endorse on behalf of the Corporation any negotiable instrument, check, draft, or order for the payment of money not clearly endorsed in order to facilitate collection. Financial Institution shall have no liability for any delay in the presentment or return of any negotiable instrument, check, draft, or order for the payment of money which is not properly endorsed.

DISPOSITION OF FUNDS. When withdrawal or transfer powers are granted to an Authorized Signer, the Financial Institution is directed and authorized to act upon and honor withdrawal or transfer instructions issued and to honor, pay, transfer from, and charge to any depository account(s) of the Corporation, all negotiable instruments, checks, drafts, or orders for the payment of money so drawn when signed consistent with the Resolution without inquiring as to the disposition of the proceeds or the circumstances surrounding the issuance of the negotiable instrument, check, or order for the payment of money involved, whether such negotiable instruments, checks, drafts, or orders for the payment of money are payable to the order of, or endorsed or negotiated by any Authorized Signer signing them or any Authorized Signer in their individual capacities or not, and whether they are deposited to the individual credit of or tendered in payment of the individual obligation or account of any Authorized Signer signing them or of any other Authorized Signer.

PRIOR ENDORSEMENTS. All negotiable instruments, checks, drafts, or orders for the payment of money deposited with prior endorsements are guaranteed by the Corporation.

PRE-RESOLUTION TRANSACTIONS. All actions by Authorized Signers in accordance with this Resolution but before the adoption of this Resolution are approved, ratified, adopted, and confirmed by the Corporation.

WARRANTY. That the Financial Institution may rely upon the certification as to the Corporation authority to execute this Resolution and make the representations in this Resolution.

NOTIFICATION OF CHANGES. The Corporation shall notify Financial Institution in writing at its address shown above in advance of any changes which would affect the validity of any matter certified in this Resolution.

REVOCATION AND MODIFICATION. An act ("Act") to modify, terminate, amend or replace this Resolution will not immediately affect the ability of the Financial Institution to rely upon this Resolution. The Act shall not affect any action by the Financial Institution in reliance on this Resolution before the date the Act becomes effective as set forth in the next sentence. An Act will not become effective until all of the following occur: (a) Financial Institution receives written notification of the Act in a form and substance satisfactory to the Financial Institution and (b) the Financial Institution has had a reasonable period of time to act upon such notification. Until the Act is effective, this Resolution shall remain in full force and bind the Corporation, its legal representatives, heirs, successors and assigns.

DESIGNATION OF AUTHORIZED SIGNERS

NAME/TITLE/SIGNATURE	AUTHORITY CODE/LIMITATIONS
_____ Date	Account Opening and Maintenance; Make Deposits; Endorsements; Make Withdrawals; Transfer Funds; Approve, Endorse, Guarantee and Identify Payees; Delegate Authority
_____ Date	Account Opening and Maintenance; Make Deposits; Endorsements; Make Withdrawals; Transfer Funds; Approve, Endorse, Guarantee and Identify Payees; Delegate Authority
_____ Date	Account Opening and Maintenance; Make Deposits; Endorsements; Make Withdrawals; Transfer Funds; Approve, Endorse, Guarantee and Identify Payees; Delegate Authority

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CERTIFICATION. I certify that the foregoing are the names, titles, and genuine signatures of the authorized signers of the Corporation authorized by the Resolution.

IN WITNESS WHEREOF, I have subscribed my name on the date shown below.

_____

Date

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Treasury Management Services Agreement

This Treasury Management Services Agreement (this *"Agreement"*) sets forth the terms of the treasury management services (the "*Services*") offered by **Cadence Bank, N.A.** ("*we*", "*us*" *and the "Bank"*). By applying for or using any Service, now or in the future, you agree to be bound by this Agreement. (Any Service described herein may have been marketed to you or discussed with you under a brand name that differs from the title given to the Service in this Agreement.)

OUR SERVICES

1. BUSINESS ONLINE BANKING. Business Online Banking provides a secure web browser-based suite of electronic Services that allow you to manage your banking activity online. If you request this Service and it is available, we will grant access to your Administrator (as defined in the "Definitions" Section) to establish, maintain and delete Authorized User access and perform other administrative tasks with respect to your use of this Service.

Business Online Banking allows you to use any of the following Services:

Information Reporting Services. This Service consists of several reporting modules. The Balance Reporting Service, for example, allows you to access current and previous day balances, transaction and float information, historical information, and information on certain pending transactions. You also can elect to receive images of items deposited or posted to your account the previous day. Another module enables you to access various reports online on the day we generate the information. Current and historical bank statements are available online via a link to an image file.

Since certain information and transactions are not processed by us until after the close of our banking day, some transactions may not be reflected by our system until the next banking day. Posted items may be reversed due to insufficient funds, stop payment orders, legal process, and other reasons. Certain balances also may not be subject to immediate withdrawal. We assume no responsibility for any loss arising from incomplete information or for any temporary interruption in our Information Reporting Services. If you are unable to access our system for any reason, please contact your Treasury Management representative for assistance.

Stop Payments Service: This Service allows you to place stop payment requests for a specified period of time, cancel a stop payment request, and review current stop payment requests. You must designate the account number, check number, EXACT amount of check (dollars and cents), payee name(s), issue date, and the reason for the stop payment request. We will have no liability for paying a check on which you have placed a stop payment request when any required information is missing or inaccurate. Your stop payment request will expire automatically after the period of time you designate (up to the maximum period we permit, which shall not be less than 6 months; if you do not designate a period, we will apply the period established in our sole discretion). If a single check or series of checks has been lost or

stolen, you must notify us of the loss or theft and close the account, because stop payment requests may be insufficient to protect you and the Bank. If you fail to notify us of the loss or theft of checks, you may become liable for their unauthorized use. Please note that the Stop Payments Service may not be effective in stopping the payment of checks that have been converted to electronic transactions by the payee.

It is your responsibility to determine, through any of the methods we have made available, the status of the check prior to placing a stop payment request. We recommend that you not issue any replacement check for two (2) Business Days (as defined in the "Definitions" Section) after placing any stop payment request with us. If the check for which the request is being placed has already cleared, and you reissue the check, the Bank has no liability for paying either or both checks. You agree that we may rely conclusively on any stop payment request placed through the Stop Payments Service on the accounts that you use with the Stop Payments Service. We have no duty to verify the authenticity of a stop payment request or the authority of the person placing it, and a stop payment request on a check is effective regardless of who signed the check. A stop payment request made after the Cutoff Time (as defined in the "Definitions" Section) will be considered placed on the next Business Day. Additional terms appear in your Deposit Documents (as defined in the "Definitions" Section).

Payments Service. This Service provides one mechanism for communicating Automated Clearing House (*ACH*) entries, wire transfer and internal book transfer requests to us (see the FUNDS TRANSFER SERVICES section of this Agreement).
For Wire Transfers and ACH credit payments initiated through our Payments Service:
We strongly recommend that you designate a minimum of two Authorized Users, and each such Authorized User's authority and functions, in the Specifications (as defined in the "Definitions" Section). Authorized Users should exercise separate functions, with no single Authorized User allowed to both initiate and approve a transfer request. For ACH – Small Business and Wire – Small Business you are entitled to designate up to five Authorized Users.

We will notify you of the acceptance, execution or rejection of a wire transfer by making such information accessible to you online through the Payments Service. You agree that such notice is acceptable under the applicable state's version of the Uniform Commercial Code.

2. REMOTE DEPOSIT CAPTURE SERVICE. You can use this Service to convert paper checks and other items into electronic form and transmit those items to us electronically for deposit to your account. In order to use this Service, you will need to execute and deliver the Remote Deposit Capture Agreement which will be provided to you by your Treasury Management representative.

3. ACCOUNT RECONCILIATION SERVICE. We offer both full and partial Account Reconciliation Services, as well as a deposit reconcilement Service. With "full" reconcilement, if you provide us with your check issuance data prior to the Cutoff Time in accordance with our guidelines,

we will provide you with one or more reports regarding your account activity. With "partial" reconcilement, we provide you with information about the checks that have paid against your account. With "deposit" reconcilement, we provide you with a report of paper credit items. Reports are available online for viewing, printing and downloading.
You agree to use only checks and deposit slips that meet our specifications and to provide us with a sample of your checks and/or deposit slips upon our request. Your sole and exclusive remedy for any error, damage or loss in any way connected with this Service, however arising, shall be limited (at our option) to either a re-performance of this Service for the period in question or a refund or credit of an appropriate portion of the fees associated with this Service.

4. ACH POSITIVE PAY SERVICE. If you request this Service, we will suspend any ACH entry initiated by a third party to your designed accounts if that entry does not meet your pre-established ACH filters, and we will present the suspended ACH entry to you electronically. You must then instruct us whether to permit or return the entry. You authorize us to act in accordance with your permit/return default election if we do not receive your instruction for any reason by the Cutoff Time.

5. CASH VAULT SERVICE. This Service provides you with an efficient way to make deposits and place orders for coins and currency.
Deposits. You will contract separately with an armored car service acceptable to us to pick up your deposits (including cash, coins, checks, and/or food coupons) and deliver them to a cash vault processor provided or designated by us (the "*CVP*") for credit to your designated account. The armored car service will act as your agent, and neither we nor the CVP will be liable for any damage, destruction, theft or unexplained loss of any deposit prior to its receipt by the CVP.
We or the CVP may reject any shipment that we or it considers unacceptable or irregular (e.g., shipment bags that have holes or are not properly sealed). Any shipment receipt provided by the CVP shall not be deemed an acknowledgment of the contents of any shipment. Your deposits will not be deemed to be accepted for deposit by us until they are received, counted and reconciled against your deposit tickets by the CVP and we are notified that the shipment has been verified as correct by the CVP. We may charge your account with us for any adjustments made by the CVP (e.g., for counterfeit currency).
For deposits received before the Cutoff Time on a Business Day, you will receive provisional credit on that Business Day. For deposits received after the Cutoff Time or on a day other than a Business Day, you will receive provisional credit on the next Business Day. We may make adjustments to your account at any time if we discover counterfeit currency, contaminated currency, or discrepancies resulting from mis-strapped denominations.

Cash Delivery. You may use this Service to request a delivery of cash. A request for a Regular Delivery (as defined in the Specifications) which is received prior to the Cutoff Time will be delivered on the next Business Day. All deliveries will be made by armored car service. The

armored car service will be considered your agent for all purposes connected with this Service, even if we have assisted you in selecting or obtaining the armored car service. Cash will be deemed received by you when given to the armored car service. The armored car service's written receipt of delivery will be conclusive evidence of the amount and date of the cash provided by us. We assume no risk, and you will hold us harmless from any loss, occurring after the armored car service takes possession of the cash for delivery to you.

Your Instructions. You authorize us to accept Service instructions from any Authorized User on your account and/or from any other person you designate for that purpose. We also may act upon any online or telephone instructions that are made in accordance with our prescribed security procedures. We may refuse any Service instruction that we cannot confirm to our satisfaction.

6. CHECK IMAGING SERVICE. If you request this Service, we will provide to you scanned images of your designated account statements, canceled checks (front and back), and/or other processed items, on CD ROM, through file transmission, or through our Business Online Banking Service. We will arrange for you to receive a license for software and services from an imaging vendor so that you can view the CD or transmission file images.
You acknowledge that scanning technology is subject to error, such as distortions. You agree to notify us promptly of any errors or problems related to this Service. We may destroy the original items within thirty (30) days of their receipt. We will attempt to reprocess the information and/or provide another CD or transmission file, but assume no liability for our inability to produce better copies.

7. COLLECTION DRAFT SERVICES. We provide collection draft deposit and payment Services. The term "*Drafts*" refers to auto drafts, oil and gas drafts, bearer bonds and coupons, claims drafts, items denominated in foreign currencies, and domestic drafts that do not clear as cash items through the ordinary check clearinghouse system or the federal reserve system. It also includes documents, securities, instructions, instruments and similar items that accompany a Draft and are to be received by you before acceptance or payment of the Draft.

Deposit Service. We will forward the Drafts you deposit with us for collection. You may only deposit Drafts that are properly payable to you and in a form and of a type approved by us. Ordinarily, an account is not given credit for a Draft until we receive final collected funds for the item. If we provisionally credit your account for any Draft, we may charge the amount back against your account if we do not receive payment for any reason. You are responsible for ensuring that we are provided with the correct address for processing each Draft to ensure timely receipt and payment by the Draft's payor. We will not be responsible for confirming or correcting addresses. Our sole responsibility with respect to any Draft is to exercise the ordinary care of a collecting bank in forwarding the Draft for collection and settling with you when final payment is received by us. We may discontinue providing this Service at any time

upon notice to you, but we will, for a reasonable time, continue the processing of any Draft we accept for collection prior to such notice.

Payment Service. We will process Drafts that you issue for payment through us. All Drafts must be in a form consistent with applicable law and acceptable to us. You must provide us with a sample Draft form for our approval before this Service begins and before you make any change in the form that might affect this Service.

Drafts received by us for payment after the Cutoff Time or on a day other than a Business Day may be deemed received on the following Business Day. We will present Drafts to you in the manner agreed upon by you and us. If you fail to designate a method or we cannot use a designated method for any reason, we may present Drafts to you: (a) in person; (b) by notifying you by telephone, fax, or e-mail that the Drafts are available for your review at our premises; (c) by sending images of the Drafts to you electronically or by fax; or (d) using any other method reasonably calculated to notify you of the Drafts awaiting your review. Notice to you that a Draft is being held for review at our premises shall constitute presentment for purposes of calculating the time of presentment and the time by which you must instruct us to pay or not pay the Draft.

If we allow you to remove presented Drafts from our premises for review, you must execute a trust receipt acceptable to us and return the Draft to us by the designated Cutoff Time on the next Business Day. We may place an administrative freeze on your account for the amount of the Drafts that you remove from our premises and may pay the Drafts if they are not returned to us in a timely manner.

You must advise us to pay or refuse a Draft no later than the designated Cutoff Time: (a) on the Business Day following the day it is presented to us if the Draft is payable on demand, or (b) on the day payment is due pursuant to the terms on the face of the Draft. If payment is due on a day other than a Business Day, your instruction must be communicated to us by the Cutoff Time on the preceding Business Day. We may charge your account for the Draft on that day. Your instruction must be communicated to us in the manner we approve.

We may pay Drafts in any order. Our election to pay a Draft without sufficient available funds in your account will not obligate us to do so on other occasions, and we may discontinue doing so without cause or prior notice. If we do not receive your instruction to pay or return a Draft by the Cutoff Time, we may pay or return the Draft, unless we have agreed upon a specific procedure in such situations. We may return and mark dishonored Drafts “Refer to maker” or with another appropriate designation. If a Draft is processed and presented to us as a cash item (e.g., by the federal reserve system or a clearinghouse), and we do not recognize that it is a Draft, we may process the Draft like an ordinary check, without presenting it to you first.

8. CONTROLLED DISBURSEMENT SERVICE. With this Service, we will cover the checks you write against your account at another institution (the “*Disbursing Bank*”) with funds maintained in your account with us. In order to use this Service, you will need to execute and deliver the Controlled Disbursement Service agreement which will be provided to you by your Treasury Management representative.

9. DATA EXCHANGE SERVICE. With this Service, you can obtain consolidated daily balance and float status information, as well as summary and detailed transaction level information, from multiple financial institutions in one consolidated data file. You can receive this information from us or our designated Data Collection Agency (as defined in the "Definitions" Section), or you may arrange for us to send account data from your accounts with us to your Data Collection Agency.
This Service is made available on an "as-is" and "as available" basis. Neither we nor the Data Collection Agency provide any warranty, express or implied, regarding this Service. **ALL WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED TO THE GREATEST EXTENT PERMITTED BY LAW.** Neither we nor the Data Collection Agency assume any liability for the unavailability of the service or for information provided or withheld by any institution.

In-Bound Data Exchange. With this feature, you may authorize other financial institutions to submit to our Data Collection Agency account data that will be consolidated with account data from us. You will then retrieve the consolidated data file either (a) through our Business Online Banking Service or (b) directly from our Data Collection Agency. You are responsible for authorizing any other financial institutions to provide account data to our Data Collection Agency. Our ability to process such information will depend, in part, on presentation of the information in a manner and format that is compatible with our system. We are not responsible for the accuracy or timeliness of delivery of any account data furnished by other financial institutions or Data Collection Agencies.

Out-Bound Data Exchange. With this feature, you authorize us to extract account data on your accounts with us, and report it to your Data Collection Agency. We will have no obligation to update such information or confirm its receipt by your Data Collection Agency.

BAI Direct. With this feature, you authorize us to extract account data on your accounts with us and make it available to you via file transmission.

10. ELECTRONIC DATA INTERCHANGE SERVICE. If you request this Service, you may originate or receive data transmissions that consist of documents and payment instructions. This Agreement applies only to the Electronic Data Interchange Services that we provide to you. The legal relationships, and the terms and conditions relating thereto, between you and your trading partners will be governed by the terms of the Electronic Data Interchange contracts between you and them, and will not be binding on us.

11. FUNDS TRANSFER SERVICES. We offer Funds Transfer Services that allow you to make payments to others and to transfer funds between accounts through ACH, by wire transfer, or by internal book transfer.

Orders and Charging Your Account. When you transmit a transfer or payment request ("*Order*"), you authorize us to charge the designated account for the amount indicated. You must submit your Order to us in the manner we designate. In order to comply with National Automated Clearing House Association ("*NACHA*") rules, you must submit ACH consumer credit Orders to us two (2) Business Days before the payment date and all other ACH Orders one (1) Business Day prior to the payment date.

ACH & Wire – Small Business - Orders include requests to charge the designated account to pay wages to your employees, to initiate non-repetitive Fed Wire transfers and to initiate non-repetitive International wire transfers (US dollars only).

If you request the Service to charge the designated account to pay wages to your employees, we will transfer such wages only by direct deposit to the accounts of your employees through a charge to the designated account and the origination of an ACH credit order to the accounts of your employees. You acknowledge and agree that there is an ACH credit company origination limit of Seventy-Five Thousand and No/100 U.S. Dollars ($75,000.00) per day.

You acknowledge and agree that there is a daily company origination limit of Seventy-Five Thousand and No/100 U.S. Dollars ($75,000.00) for any request to initiate a non-repetitive Fed Wire or non-repetitive International wire transfer with us.

You are entitled to designate up to five Authorized Users if you use the Service to charge the designated account to pay wages to your employees, to initiate non-repetitive Fed Wire transfers or to initiate non-repetitive International wire transfers.

Available Funds. We may refuse an Order if there are insufficient collected and available funds in your account on the date we initiate the transaction (e.g., two (2) Business Days prior to the settlement date for an ACH credit entry) or on the payment/settlement date. We may require you to maintain sufficient available funds in your account prior to our processing of your Order. We also may place a hold on funds pending our processing of your Order. If we have reason to believe that you may not have adequate funds to cover an ACH credit Order, we may delay execution of the Order until we receive adequate assurance from you that the funds will be available. Nothing in this Agreement, or any course of dealing between us, shall be construed as our commitment or obligation to lend money to you.

ACH Transaction Rules. You agree to comply with the NACHA Operating Rules and Guidelines, as amended from time to time (the "*Rules*"). We will provide you with a copy of the Rules, upon request, when you are approved for the Funds Transfer Service. Thereafter, you can obtain a copy of the current Rules at pubs.nacha.org or by telephoning NACHA at 800-487-9180. You agree to reimburse us for any penalties, fines and/or charges that we incur as a result of your failure to comply with this Agreement or any Rule. You also agree to comply with any other applicable rules or regulations including but not limited to the Electronic Funds

Transfer Act, Federal Reserve Board Regulation E and Article 4A of the Uniform Commercial Code as same may be amended from time to time. To mitigate inherent risks associated with ACH processing, if we suspect you are not acting in compliance with the Rules, we reserve the right to audit your compliance with this Agreement and the Rules.

Additional Laws and Rules. It shall be your responsibility that the origination of ACH transactions complies with U.S. law. This includes, but is not limited to sanctions enforced by the Office of Foreign Assets Control (OFAC). It shall further be your responsibility to obtain information regarding such OFAC enforced sanctions. This information may be obtained directly from the OFAC website: http://www.treas.gov/ofac or by calling the OFAC Compliance Hotline at 800-540-OFAC. You shall not engage in any unlawful internet gambling as prohibited in the "Unlawful Internet Gambling Enforcement Act of 2006." Such act prohibits gambling businesses from knowingly accepting payments in connection with the participation of another person in a bet or wager that involves the use of the internet and that is unlawful under any federal or state law. You will obtain written authorizations for consumer entries in accordance with ACH Rules and U.S. law and you will retain the original or a reproduction for two (2) years after termination or revocation of such authorization.

Processing Wire Transfers. We may, at our discretion, process wire Orders through the federal reserve system, the Society for Worldwide Interbank Financial Telecommunication (S.W.I.F.T.), or other wire processing system. If we are also the beneficiary's bank, we may simply debit and credit the appropriate accounts as requested in the wire Order. You must pay us at or before the time we execute the Order with available funds on deposit in the amount of the transfer plus our current wire transfer fee. If you fail to do so, we may in our discretion attempt to cancel the transfer, or undertake any other legal means to collect the amount of the transfer, including offsetting against any of your accounts with us.

Your Instructions. You will comply with the Order form, format and other requirements set forth in the Specifications, the Rules (if applicable), and any security procedures that we establish for this Service. We are not responsible for detecting or rejecting duplicate Orders. If you give us an Order that is incorrect in any way, we may charge your account for the payment whether or not the error could have been detected by us. We are not be liable for acts or omissions by you or any other person including, without limitation, any funds transfer system, any federal reserve system, any intermediary bank or beneficiary's bank, or any beneficiary, none of which shall be deemed our agent. Without limitation, we shall not be liable for delaying or failing to act if caused by legal constraint, interruption of transmission or communications facilities, equipment failure, war, emergency conditions, strikes, or other circumstances beyond the Bank's control.

You must accurately describe transaction beneficiaries, intermediary financial institutions, and the beneficiary's financial institutions in your Orders. If you describe any beneficiary or institution inconsistently by name and number, we and other institutions may process the

Order solely on the basis of the number, even if the number identifies a person or entity different from the named beneficiary or institution.
You will not allow others to initiate Orders on your behalf without our prior written consent. You will be solely responsible for the acts and omissions of such agents.

Foreign Transfers. If your Order involves a transfer of funds to a foreign country or in a foreign currency, we, or an intermediary bank, may convert the transaction from U.S. dollars to the currency of the country of the payee's financial institution at either our buying rate of exchange for U.S. dollar transfers or the exchange rate of the payee institution. If the transfer is returned for any reason, you agree to accept the refund in U.S. dollars in the amount of the foreign money credit, based on the current buying rate on the day of the refund, less any charges and expenses incurred by us. Foreign transfers may be subject to substantial delays and changes in foreign currency exchange rates. Fees imposed by intermediary banks may be deducted from the amount of your Order. A portion of those charges may be shared with us. You understand that we may use any means or routes that are suitable for the transmission of funds.

Authorization and Record Retention. You will initiate ACH debit and drawdown wire Orders only with the prior written authorization of the owners of the accounts affected by such Orders. You agree to maintain a copy of each authorization for a period of two (2) years following its termination, and to provide us with a copy upon request. You warrant to us what we are deemed to warrant to others regarding your Orders.

Internal Book Transfers. Transfers between your accounts with us are subject to the terms of the Deposit Documents. Although you may instruct our online system to make transfers between your accounts at any time on any day, transfers occurring after the Cutoff Time or on a day other than a Business Day may not be posted until the next Business Day.

Transaction Limits and Safeguards. You agree not to: (a) exceed the transaction limits we establish from time to time for your account or any Service; (b) allow anyone to initiate Orders without proper supervision and adequate safeguards; or (c) submit ACH debit Orders for accounts receivable, represented check, international, back-office conversion, telephone-initiated, internet-initiated, or point-of-purchase entries without our prior written consent. You will regularly audit the actions of your employees, agents and Authorized Users of the Funds Transfer Service.

Cancellation and Amendment of Orders. You may not cancel or amend an Order after we receive it. If we attempt to reverse an Order at your request, we assume no liability for any interest or losses that result if the reversal is not effected. You agree to indemnify, defend, hold harmless and reimburse us for all expenses, losses, claims, actions, proceedings and damages we incur in effecting or attempting to effect any reversal. You are solely responsible

for providing notice to receivers that a reversal is being transmitted and the reason for the reversal no later than the settlement date of the reversing entry.

Rejection of Orders. We may reject any Order if: (a) the Order does not conform to the limitations, security procedures or other requirements set forth in this Agreement (including any applicable Specifications; (b) there are insufficient collected funds in your account on the transaction or settlement date; (c) the Order involves funds subject to a lien, hold, dispute or legal process which prevents their withdrawal; (d) the Order is not authenticated to our satisfaction or we have reason to believe the Order may not be authorized (notwithstanding compliance with any security procedure); (e) the Order contains incorrect, incomplete, or ambiguous information; (f) the amount of the Order exceeds any limit established for the specific Order or for your account; (g) we believe the beneficiary of the Order may be on the list of Specially Designated Nationals and Blocked Persons issued by the U.S. Treasury's Office of Foreign Assets Control (which may require us to not complete the transfer and to "block" the funds until that Office issues a written release); (h) the Order appears to be in contravention of applicable law, regulation or executive order; (i) the Order would cause us to exceed any limitation on our intraday net funds position established pursuant to Federal Reserve guidelines; (j) the Order would result in violation of any other law or regulation, or any applicable governmental risk control program; or (k) the Order presents any other risk to us that we deem unreasonable in our discretion. We may notify you orally, electronically, or in writing if we reject any Order no later than two (2) Business Days after the date the Order was to be effected. We are not required to pay you interest on a rejected Order for the period between the rejection of the Order and your receipt of the notice of rejection.

Notice of Returned Orders. We may notify you electronically, in writing, by telephone, or otherwise regarding any Order that is rejected or returned for any reason. We will not be obligated to credit your account with any interest, unless the return is caused by our failure to properly execute the Order. We may attempt to remake the Order if the return is due to our error and we have sufficient data to remake the Order. You agree to reimburse us promptly for the amount of any ACH debit or wire drawdown Orders that are reversed, adjusted or returned. You may not resubmit any ACH debit or wire drawdown Order where the payment was stopped by the account holder.

Notices and Statements. Information on transfers to or from your accounts will be reflected on your periodic statements and may be available to you on-line. We are not required to provide you with any other notice of the receipt, transmittal or debiting of Orders. Please see also the section entitled "Your Duties to Notify Us; Means of Notice Between Us" under "General Provisions" regarding your obligation to notify us in the event of unauthorized or erroneously paid Orders.

Provisional Credit. Credit for an ACH transfer is provisional until the receiving financial institution obtains final settlement. If final settlement doesn't occur, the originator of the

transfer is not deemed to have made payment to the beneficiary, and the beneficiary's bank is entitled to a refund of the provisional credit.

Unauthorized Order. We may process any Order (including an amendment or cancellation Order) that we believe is transmitted or authorized by you if we act in compliance with the security procedure (including any callback procedure) agreed upon by you and us. Such Orders will be deemed effective as if made by you, and you will be obligated to pay us in the amount of such Orders, even though they are not transmitted or authorized by you. We strongly recommend that you impose a dual control environment in connection with the transmission and confirmation of Orders. We may refuse or delay execution of any Order that we have reason to believe may not be authorized by you. We shall have the right, but no duty, to question the authorization of any Order received with your Access Credentials (as defined in the "Definitions" Section) or compliance with any agreed security procedure (including any callback procedure). If we fail to follow the agreed security procedure but can prove that the Order was originated by you, then the Order shall be deemed authorized for all purposes.

12. I-MAIL SERVICE. With this Service, we will make certain statements and reports available to you via electronic facsimile transmission in accordance with your instructions. The timing of the transmission of the information is not guaranteed and is subject to the availability of the information.

13. LOCKBOX SERVICE. We will process payments which you receive by mail from others ("*Customers*") by: establishing a post office box address where Customers may mail payments to you; arranging for the collection of such payments each Business Day; endorsing checks on your behalf; depositing payments to your designated account; and providing related accounting and record keeping services.

Commencement of the Service. Once we notify you that we are ready to commence this Service, you may direct Customers to mail payments to you at the post office box address we designate. We will have exclusive and unrestricted access as your agent to the mail at such address.

Our Processing of Checks. You authorize us to endorse all checks we receive on your behalf through this Service. We may accept checks for deposit to your account without endorsement and regardless of any difference between the name of the payee and your legal name (e.g., "Acme", as opposed to "Acme Publishing, Inc."). You will be deemed to warrant the endorsement of all items we receive through this Service, as well as your right to receive such items for deposit to your account.

Bill Pay Items. For items from certain bill payment vendors, we may elect to receive these items electronically (e.g., through ACH and not as paper items), and report them to you as part of your standard reporting.

Deposit of Checks. We will deposit Customer payments to the account you have designated, pursuant to the terms of the Deposit Documents. We may process items received after the Cutoff Time or on a day other than a Business Day as of the next Business Day.

Record of Checks. We will image or otherwise make a record of each check and accompanying documents processed pursuant to this Service and will retain the record for seven (7) years. You acknowledge that image processing is subject to error on occasion and agree to hold us and any third party processor we use harmless from all claims, actions, damages, attorney's fees and costs associated with our inability to produce copies or images of checks.
Check image files will be available after the Cutoff Time on the day of deposit. In order to create indexes for web research, the remitter name, check number and check amount must be entered for each client. Other data (e.g., invoice number and invoice amount) also can be captured. Keystroke fees will apply for each data field entered.

Irregular Items. We may reject items for deposit that are irregular in any way. At our discretion, we may process, send for collection, or forward to you for disposition: checks that contain discrepancies or minor errors (e.g., a difference between the written and numerical amounts), postdated checks, stale dated checks, checks bearing payee names different from your name, checks that do not bear the drawer's signature, altered checks, checks drawn on a foreign bank or in a foreign currency, and other irregular items. Although we may attempt to discover and forward (without processing) items bearing notations such as "Payment in Full," you agree that we will not be liable for our failure to do so, even if we could have done so with the exercise of ordinary care [Note: Some Customers imprint such notations on checks as a normal business practice. We generally process such items, but may refuse to do so at any time without prior notice.]. Unless we agree otherwise in writing, we assume no duty to confirm that any payment equals the amount of any accompanying payment coupon, statement or invoice. You agree not to send or have others send demand drafts (items that do not bear the maker's signature, but purport to be authorized by the maker) to the Lockbox.

Your Instructions to Customers. You agree to instruct customers not to send cash, returned merchandise, notices, communications or other materials (not previously approved by us in writing) with their payments to the address specified for this Service. Unless we agree otherwise in writing, you also agree that you will not provide Customers with marketing reply forms or other materials in connection with your billing process which Customers may return with their payments to the address for this Service. You agree to notify us at least thirty (30) days in advance of any material change in your remittance statements and/or mailing schedule.

Unless otherwise agreed in writing, we assume no duty to you or others with respect to returned merchandise, property, or correspondence mailed to the address provided for this Service. We may return such items to the sender (if known by us) or, at your request, forward them to you at your sole risk and expense.

Post-Termination. You agree to notify Customers to stop sending payments through the Lockbox following the termination of this Service. At your request, we may (in our sole discretion) agree to continue processing payments and/or will forward mail received through the Lockbox to you for a short period of time following the date of termination. Such processing will be subject to the terms of this Agreement in effect on the date of termination. Otherwise: (a) we may terminate the Lockbox and/or refuse to pick up any further mail from the Lockbox; (b) we may forward or send to you by courier (at your expense) any Lockbox mail that comes into our possession; and (c) if you fail or refuse to pay our expense for sending you such mail, we may return or send, at your expense, any Lockbox mail to the sender (if known).

14. POSITIVE PAY SERVICE. If you request this online Service and provide us with the check numbers and EXACT dollar and cent amounts on checks that you issue on a designated account, we will compare that data with the information encoded on items presented to us for payment against that account. (If you also select the payee match option and provide us with the checks' payee names, we will also compare those names against presented items.) If the information matches, we will treat the matching items as validly issued and properly payable, and will process such items for payment. If the information does not match or the item is otherwise deemed to be an exception item (defined below), we will use this Service to provide you with an exception report that describes each exception item and the reason for the exception. You must then instruct us if you want us to pay or return an exception item. You authorize us to act in accordance with your pay/return default election if we do not receive your instruction for any reason by the Cutoff Time for such instructions. We may refuse to pay any item if there are insufficient collected and available funds in your account to cover the item.

Checks Covered by Service. This Service applies to checks that are presented for payment through normal interbank check clearing procedures (e.g., local clearinghouse, Federal Reserve System, or direct send presentment cash letter) and posted to your account each night. Checks that are presented in any other manner will be paid in accordance with our standard procedures.

Exception Items. Exception items may include duplicate checks, checks that do not match the check issuance data that you provided, checks with duplicate serial numbers, misencoded items, checks lacking an encoded serial number, and any other items that you advise us to treat as exception items in the Specifications. This Service does not apply to items that have been finally paid before the effective date of any listing.

Note: Our stop payment and Positive Pay Services operate separately. Therefore, if you ask us by telephone or online to stop the payment of a check, the item may not show up as an exception. You agree not to use this Service (via a return report) as a substitute for a stop-payment order.

Reliance on MICR Encoding. We will not be obligated to verify signatures on any checks that match the information you provide or that you fail to reject. You understand and agree that we may compare your information on approved checks with information that is encoded on the items presented to us for payment. We will not be required to physically examine matching checks to confirm that they are properly signed, completed and encoded. You agree that we may rely on the process described above and that it will be deemed an acceptable standard of care for this Service and your account. You understand that this Service may not identify counterfeit or duplicate checks which contain the same check serial number and amount as the items described in your check issuance data. Therefore, you agree to review promptly all statements, returned checks, reports and other check and transaction information that we make available to you.

Issue Information and Timing. You agree to provide check information and instructions to us in the manner, form and format that we specify for this Service. You assume full responsibility for the completeness and accuracy of all information furnished to us. Our willingness to process nonconforming information will not be considered a waiver of any requirement of this Agreement, and we may discontinue processing nonconforming information without prior notice.

We must receive your check issuance data on or before our Cutoff Time each Business Day. Reports received after the Cutoff Time or on a day other than a Business Day may not be processed by us until the following Business Day. We will provide you with information on exception items on the morning of the following Business Day. You must instruct us to pay or return exception items by the Cutoff Time for such instructions on the same Business Day.

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

Security. You bear sole responsible for determining and implementing effective and sufficient internal security controls in connection with this Service. We strongly recommend that your internal controls include a dual control environment in connection with the transmission of check issuance data and decision instructions.

Reverse Positive Pay Service. This Service allows you to review checks presented against your account. Each day, we will provide you with information and images of the checks presented the previous Business Day. The check return report will show each check paid, along with its

serial number and amount, and will give you access to an image of the check. You can compare this information to the checks as you issued them.
If you notify us before the Cutoff Time on the Business Day after the check is presented, we will return the check to the bank of first deposit. This Service only applies to checks that are presented to us for payment through standard interbank check clearing procedures (e.g., local clearinghouse, federal reserve system, direct send presentment cash letters, etc.). Checks that are presented in any other manner (e.g., at a teller window) will be paid in accordance with our standard procedures.

15. TAX PAYMENT SERVICE. If you request and are approved for this Service, you appoint us to act as your agent for the purposes of preparing and making tax payments and deposits on your behalf. Upon our request, you agree to execute such additional enrollment forms and authorizations as we may request. You and the Bank will agree in writing regarding the specific taxes that are to be paid as part of this Service. You authorize us to release account and tax payment information to any taxing authority in performing this Service and to confirm payments.

Accuracy. You are solely responsible for determining the amount of any taxes due and transmitting payment information in accordance with our procedures. You must furnish us with complete and accurate master file and tax payment information in the form and format specified by us. Transmission of transaction data to us will be at your expense. Our record of your transmitted payment data will be deemed correct and complete. We will have no responsibility for (a) determining the correctness of any tax computation or payment, (b) questioning the timing or amount of any payment, (c) determining or questioning the correctness of any report or information you submit (even if it appears incorrect on its face), or (d) any penalty which may be imposed if you instruct us to make a payment after the Cutoff Time on the date the tax payment is due. You are responsible for promptly making required tax payments by another means in the event there is an interruption in the Tax Payment Service.

Inability to Process. We will notify you orally, electronically or in writing if we are unable to process any report or payment in the manner contemplated by the Tax Payment Service no later than the Business Day following the payment date. If you fail to maintain sufficient collected and available funds in your account, we may refuse to perform this Service. If an order is rejected, it will be your responsibility to resubmit the order.

Funds Awaiting Distribution. When we receive your instruction to make a tax payment, we will charge your account for the amount of the payment(s). The funds will be held by us as a non-interest bearing deposit liability to you, but will not be held in trust. Until we make your tax payment, your funds will be subject to offset for any debts owed to us.

Your Duty to Pay Taxes. You assume the risk of any failure to transmit the data to us in a timely and correct manner. Any interruption of this Service, regardless of the reason, will not relieve you of your obligation to make a tax payment or report. You are responsible for promptly making required tax payments by another means in the event there is an interruption in this Service.
Payment Transfers. Tax payments will be subject to the "FUNDS TRANSFER SERVICES" section of this Agreement.

No Tax Advice. You acknowledge that our employees are not authorized or permitted to give tax advice to you. You agree not to seek or place any reliance upon tax advice from us or our employees.

16. IMAGE CASH LETTER SERVICE. This Service allows you to transmit image cash letter files ("Imaged Letters") to us for processing. You shall make your own arrangements for hardware and software to (i) image the paper items that you wish to transmit to us for processing; and (ii) transmit Imaged Letters. All Imaged Letters must meet the standards established by the American National Standards Institute (ANSI), Board of Governors of the Federal Reserve or other applicable standards and must be in a medium and format specified by the Specifications.

You agree to scan and deposit only items (as defined in Article 4 of the Uniform Commercial Code) which are acceptable to us for deposit pursuant to the terms the Deposit Documents. Imaged Letters may not include any item payable to anyone other than you or any items prohibited under applicable law, regulation, rules and governing operating circulars (for example: unauthorized items, foreign items, certain noncash items, redeemed savings bonds, certain photocopies of missing or destroyed items, and notices in lieu of return).

Processing. Imaged Letters received before the Cutoff Time will be processed on the day they are received and shall be afforded credit in accordance with the Deposit Documents. Any Imaged Letters received after the Cutoff Time will be processed on the next Business Day. If for any reason we are unable to process an Imaged Letter received before the Cutoff Time, we will use commercially reasonable efforts to resolve the next Business Day.

Third Parties. If you use a third party vendor for imaging or transmitting Imaged Letters, you shall be deemed to have authorized us to follow the instructions of such vendor to the same extent and under the same conditions as would apply if the instructions came directly from you, and you shall be responsible for insuring that such vendor fully complies with the Specifications and all warranties provided herein.

Returned Items. We will process any returned imaged item in accordance with applicable law and the Deposit Documents. You acknowledge that a returned item will be in the form of an electronic image of the original check or a substitute check.

Discrepancies. We will send an acknowledgement to you for each Imaged Letter transmitted. A positive acknowledgement will indicate that a file has been processed; however, even though an Imaged Letter file has been processed, individual imaged items may be subsequently rejected and returned to you. You are responsible for detecting and reporting to us any discrepancies or errors between your records and the records we provide to you and you shall provide us with any information or documentation that we may reasonable request in connection with such error. You further agree that fourteen (14) days is a reasonable time for you to notify us of errors or discrepancies, unless any other agreements, laws, rules or regulations provide for a shorter period.

Original Paper Items. You shall securely store any original paper items for a period of not less than fourteen (14) days after transmitting a Cash Letter to us. During such period, you should take appropriate security measures to ensure that only authorized personnel shall have accesses to the original items. You shall destroy all original items upon the expiration of this time period in order to avoid double presentment.

Limitations and Exclusions. You acknowledge and agree that we do not have any responsibility for delay in handling any Imaged Letter that we cannot process because of any defect on noncompliance in the Imaged Letter or any imaged item contained therein, unless the defect was caused by us. We may, in our sole discretion, either process or reject the Imaged Letter, as a whole, or any imaged item that does not conform to our requirements. Furthermore, we are not responsible for Imaged Letters and imaged items that are lost in transmission.

Representations and Warranties. With respect to each Imaged Letter, including each imaged item contained therein, that you transmit to us, you represent and warrant to us and covenant and agree as follows: (i) the Imaged Letter shall comply with the requirements herein; (ii) you will not transmit or otherwise present a duplicate item in any form, including as an Imaged Letter, a paper check or otherwise; (iii) all information provided by you with respect to your customers, accounts or transactions is true, correct and complete; (iv) you agree that all Imaged Letters transmitted are in compliance with all applicable laws, clearing house rules, Federal Reserve Operating Circulars; (v) the Imaged Letters and all electronic transmitted files are free from all generally known viruses, worms, Trojans, malware, or other harmful,

intrusive or invasive codes; (vi) any information transmitted accurately represents all of the information on the front and back of any check as of the time such check was truncated, including without limitation: payment instructions placed on the check by, or as authorized by, the drawer, such as the amount of the check, the payee, and the drawer's signature; information identifying the drawer and the paying bank that is preprinted on the check, including the MICR line; and other information placed on the check prior to the time an image of the check is captured, such as any required identification written on the front of the check and any endorsements applied to the back of the check.

Indemnification. In addition to any other indemnification stated in this Agreement, you agree to indemnify and hold us harmless from any liability, loss, injury or damage, including without limitation all incidental and consequential damages together with all related reasonable out-of-pocket costs and expenses, including legal fees, resulting directly or indirectly from: (i) any violation of law, rule, or regulation applicable to the Imaged Letters; or (ii) any breach of a representation, warranty, covenant, or obligation contained herein.

Audit. At our reasonable discretion, we may conduct an on-site inspection of your place of business or request internal audits or assessments to ensure compliance with the provisions hereof.

17. ZERO BALANCE ACCOUNTS. This Service uses a main account ("*Concentration Account*") and one or more related accounts ("*Sub-Accounts*"). Daily, after all debits and credits have been processed for each Sub-Account, transfers between the Sub-Account(s) and the Concentration Account will be made based upon the amount necessary to maintain the Sub-Accounts at the target balances established in the Specifications.
You should maintain sufficient funds in the Concentration Account to ensure that there is a positive ending ledger balance in that account after transfers between the Concentration Account and Sub-Accounts have been completed. If there are insufficient funds in the Concentration Account for this purpose, we may, at our option, return checks drawn on any of the Sub-Accounts in such order as we, in our sole discretion, may elect and the accounts will be subject to our standard fees (including overdraft, insufficient funds, and uncollected funds usage fees). Any fees may be assessed through account analysis, directly to the Concentration Account or any Sub-Account, or any combination of the foregoing. You specifically waive any claims you may have against us as a result of the return of any check as provided herein, but you retain any liability for all overdrafts we may allow on your accounts.

18. OUTSOURCED DISBURSEMENT SERVICE. With this Service we will make payment of amounts owed by you to your vendors, provided that each such vendor shall have been previously approved by you. Based on information provided by you, we will make such payments by check, ACH payment or virtual card. Your Authorized Users will be responsible for approving vendors to whom we are to make payments and the amounts of such payments.

Each of your vendors which has been approved by you to be a recipient of payments made by us under the Outsourced Disbursement Service will be referred to as an "Approved Vendor". The current list of Approved Vendors is referred to as the "Approved Vendor List".

Method of Payment - General. If you elect to outsource only the printing and delivery of checks under this Service, you will maintain the Approved Vendor List and the related information, and we will print and deliver checks at your direction. If you elect to outsource payment by ACH transfer or virtual card under this Service, you will be required to provide the Approved Vendor List and the related required information to us in the form of an Excel spreadsheet. In either case, you agree to provide to us the information required by the Service and our vendor.

Method of Payment – If you use Payables Lockbox Service. If you use the Payables Lockbox Service and if you elect to make payment of invoices received through that Service by means of the Outsourced Disbursement Service, the Payables Lockbox Service and the Outsourced Disbursement Service will be electronically integrated with your accounting system, and you will provide the Approved Vendor List and the other information required by these Services electronically to us. (Please see the Payables Lockbox Service section of this Agreement for additional provisions and your related obligations.)

Your Responsibility Related to Approved Vendors and Amount of Payments. You are solely responsible for (a) designating and maintaining the Approved Vendor List, and (b) (i) if you wish to outsource payment by ACH transfer or virtual card, providing the Approved Vendor List and the related information to us by Excel spreadsheet or (ii) if you use the Payables Lockbox Service and you wish to make payment through the Outsourced Disbursement Service, providing the Approved Vendor list, the method of payment and the related information to us electronically. If we make a payment under this Service as directed by you (in the case of payment by check) or to a Person who is on the Approved Vendor List provided to us by you (by Excel spreadsheet in the case of payment by ACH transfer or virtual card or electronically if you use the Lockbox Payables Service), you will have no claim of any nature against us to the effect that we paid a Person who was not authorized to be paid. You understand that if a Person is not on the Approved Vendor List which you provided to us (by Excel spreadsheet or, if you use the Payables Lockbox Service, electronically) and you request that a payment be made to such Person, we will not make such payment (and you may become delinquent in your obligations to such Person). You agree that we may rely unconditionally on your directions to us given in connection with this Service (including the Approved Vendor List, the method of payment and related information provided to us by you). Your Authorized Users will direct us as to the amount of each payment which is to be made under this Service (although the Service will periodically aggregate approved invoices to the same Person in one payment). You are solely responsible for the accuracy of the amount of each such payment. You agree that you are solely responsible for the authority of your employees who provide us information (including payment information, the amount of

payments to be made, the Approved Vendor List and any and all related information) in connection with this Service, and that we may unconditionally assume the existence and continuance of their authority to provide such information to us. You agree that you are solely responsible for the authenticity and correctness of all information provided to us by you in connection with the Outsourced Disbursement Service, and that we may unconditionally rely on such information.

Positive Pay Service. If you use the Outsourced Disbursement Service, you will be required to use the Positive Pay Service.

No Multifactor Authentication. You understand, accept and agree that we will not be using any multifactor authentication (including any token) for any transactions under the Outsourced Disbursement Service.

19. PAYABLES LOCKBOX SERVICE. Under this Service, you will direct your vendors to send their invoices to you by mail to a post office box designated by us or by email to an email address designated by us. We will collect the mail which is sent to the post office box by your vendors, open such mail, prepare the invoices contained therein for imaging (i.e. righting forms for appropriate scanning), image them and upload the images to the online application for you to process. We will upload the invoices that come to us by email to the online application for you to process. The Payables Lockbox Service will electronically interface with your accounting system, and all exchanges of data in connection with the Payables Lockbox Service (and the Outsourced Disbursement Service should you chose to use it for payment as described below) will be made by means of this electronic interface.

Payment by You. At the time you first chose to use the Payables Lockbox Service, you may elect to pay the invoices we send you through your own internal procedures, and this election will be the only method for payment in effect for all invoices until you notify us that you wish to change the method of payment to the Outsourced Disbursement Service.

Payment Through Outsourced Disbursement Service. At the time you first chose to use the Payables Lockbox Service, you may elect to make payment to your vendors who send their invoices to you under the Payables Lockbox Service by means of the Outsourced Disbursement Service, and this election will be the only method for payment in effect for all invoices until you notify us that you wish to change the method of payment to payment through your own internal procedures. You will give all directions and payment information, including the Approved Vendor List (as further described in the Outsourced Disbursement Service provisions of this Agreement), the amount of each payment to be made (although the Service will periodically aggregate approved invoices to the same Person into one payment) and the method by which payment is to occur (which may be by check or ACH transfer). If you elect to make payment to your vendors through the Outsourced Disbursement Service, you understand and agree that by using the Payables Lockbox Service, you are also using the

Outsourced Disbursement Service and are subject to, and agreeing to, all the terms and provisions of this Agreement related to the Outsourced Disbursement Service.

Your Responsibilities. You recognize that the Payables Lockbox Service will interface with your accounting system, and you further agree that you are solely responsible for the safety and security of all information which flows between your accounting system and us in connection with this Service, and, if you chose to use it for payment, the Outsourced Disbursement Service. You agree that you are solely responsible for the authority of your employees who provide any information to us in connection with the Payables Lockbox Service, and that we may unconditionally assume the existence and continuance of their authority to provide such information to us. You agree that you are solely responsible for the authenticity and correctness of all information provided to us by you in connection with the Payables Lockbox Service, and that we may unconditionally rely on such information. You agree that you have sole responsibility for directing your vendors to use this Service. You agree that we have no responsibility to read or review any invoice which we receive and scan to you pursuant to this Service, and you agree that we have no responsibility for the content or form of any such invoice.

No Multifactor Authentication. You understand, accept and agree that we will not be using any multifactor authentication (including any token) for any transactions under the Payables Lockbox Service.

20. SWEEP SERVICE. Under this Service, you will direct us to transfer available collected balances in your designated deposit account (your "Designated Account") (a) to your designated investment account for overnight investment (the "Investment Sweep Service") (b) to deposit accounts held on your behalf at other financial institutions using the Insured Cash Sweep (ICS) service provided through Promontory Interfinancial Network, LLC (the "Insured Cash Sweep Service"), or (c) to pay down a loan or loans at the Bank (the "Loan Sweep Service"). When you elect to enroll in one of the sweep services listed above, you agree that you will enter into any other documents or agreements required by us in connection with this Service. Through such documents, you will designate, among other things, the Designated Account and set the minimum amount which you wish to remain on deposit in your Designated Account (the "Target Amount").

Investment Sweeps. If you wish to use the Investment Sweep Service to facilitate overnight investments of money from your Designated Account, you will establish an investment sweep account (your "ISA") at the Bank. Collected balances in your Designated Account above the Target Amount will be transferred at the end of each day into your ISA and invested by the Bank overnight. On any day on which the balance in your Designated Account is less than the Target Balance, monies will be transferred back to your Designated Account from your ISA in an amount (if available) sufficient to cause the balance in your Designated Account to equal the Target Amount. Your ISA will be invested overnight in certain Dreyfus mutual funds

consisting of the Dreyfus Institutional Cash Advantage Fund and certain Dreyfus Cash Management Funds (the "Dreyfus Funds"). You will select the specific Dreyfus Funds into which your investments will be made. By using the Investment Sweep Service, you agree to all the terms and provisions of the documents that we may ask you to execute in connection with this Service. You further agree that such documents are subject to the provisions of this Agreement, including all our rights hereunder. In addition (and if applicable to you), you represent and agree that you have received, read and understood the prospectus for the Dreyfus Fund (or Funds) into which your investments will be made.

Insured Cash Sweeps. You may use the Insured Cash Sweep Service to transfer available collected balances in your Designated Account to demand deposit accounts held on your behalf at other depository institutions ("ICS Accounts"). To enroll in the Insured Cash Sweep Service, you will enter into separate agreements that will be provided to you by us which will set forth additional terms and conditions regarding the deposit and holding of your funds in the ICS Accounts and allow you to designate any financial institutions that you wish to exclude from holding any funds. Collected balances in your Designated Account above the Target Amount will be transferred at the end of each day to ICS Accounts. On any day on which the balance in your Designated Account is less than the Target Balance, monies will be transferred back to your Designated Account from your ICS Account in an amount (if available) sufficient to cause the balance in your Designated Account to equal the Target Amount.

Loan Sweeps. You may use the Loan Sweep Service to pay a loan at the Bank (the "Loan") by transferring available collected balances in your Designated Account to the amounts outstanding on the Loan. With the enrollment in the Loan Sweep Service, you will also designate the Loan which is to be paid and whether principal of the Loan or principal and interest of the Loan are to be paid. Collected balances in your Designated Account above the Target Amount will be transferred at the end of each day for application to the principal or principal and interest (as designated by you) of the Loan. If the Loan is a revolving line of credit and if at the end of any day the balance in your Designated Account is less than the Target Amount, you agree that an advance will be made on the Loan in an amount (if available) sufficient to cause the balance in your Designated Account to equal the Target Amount.

We Solely Determine Collected Balances. You agree that we solely determine which funds in your Designated Account are collected and available for transfer pursuant to the Investment Sweep Service, Insured Cash Sweep Service or the Loan Sweep Service.

GETTING STARTED

21. AVAILABILITY OF SERVICES. We will let you know when the Services you request become available.

22. EQUIPMENT AND SOFTWARE. You are responsible for providing and maintaining any equipment that is necessary for the Services, such as telephones, terminals, modems and computers. You agree to use equipment that is compatible with our programs, systems and equipment, which we may change from time to time. We assume no responsibility for the defects or incompatibility of any computers or software that you use in connection with the Services, even if we have previously approved their use. You bear sole responsibility for establishing, maintaining and updating procedures, equipment and software and other internal security controls that will effectively safeguard the security and integrity of your computer systems from unauthorized use, intrusion, takeover or theft, and will prevent your Access Credentials from unauthorized use, disclosure or discovery.
EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, NEITHER WE NOR OUR SUPPLIERS NOR OUR VENDORS MAKE ANY WARRANTY, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY, WITH RESPECT TO THE SERVICES OR ANY COMPUTER PROGRAMS, EQUIPMENT OR SOFTWARE MADE AVAILABLE TO YOU. You agree to notify us promptly if any equipment or software we provide to you becomes defective. Our sole responsibility (if any) in such instances will be to replace or repair the defective equipment or software. We do not warrant that the equipment or software provided to you will be error free or that the Services will be uninterrupted.

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

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

behalf, and the actions of Authorized Users (or other person using an Authorized User's Access Credentials).

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

24. YOUR ACCOUNTS. You will need to designate certain accounts for specific purposes in connection with some of the Services. If you fail to do so, we may designate the accounts. The Specifications may list certain accounts that you wish to access with the Services. If it includes the accounts of your parent company, subsidiaries or affiliates, you warrant that they have authorized you to access their accounts through the Services in the same manner as your own accounts. You agree to provide us, upon request, with their written authorization, in form and substance acceptable to us, evidencing that authority, and to notify us immediately in writing of any change to that authorization.

25. SECURITY PROCEDURE AND USER GUIDES. We may provide you with one or more Access Credentials to access our Services. We also may provide you with operating procedures and user guides in the Specifications in connection with certain Services. You agree to: (a) comply with the Specifications and procedures that we provide to you; (b) take all necessary steps to safeguard the confidentiality and security of your Access Credentials, Specifications, and any other proprietary property or information we provide to you in connection with the Services; (c) limit access to the Access Credentials to persons who have a need to know such information; (d) closely and regularly monitor the activities of employees who access the Services; (e) notify us immediately if you have any reason to believe the security or confidentiality required by this provision has been or may be breached; and (f) immediately change or exchange your Access Credentials (and any password used to access your Access Credentials) if you know or suspect that the confidentiality of the Access Credentials has been compromised in any way. Our security procedures are not designed for the detection of errors (e.g., duplicate payments, or errors in your funds transfer instructions such as beneficiary or amount). We are not obligated to detect errors by you or others, even if we take certain actions from time to time to do so.

You agree to change any temporary Access Credential we give you promptly after you are given access to the Services for the first time and disable access to the Services and to all Access Credentials for anyone that is no longer employed or authorized by you to use the Services. You also agree to change on a regular basis any identification number, password or other item of information that is an Access Credential or that is used to access an Access Credential, but no less frequently than every sixty (60) days. We may require you to change your Access Credentials at any time.

As an alternative to verifying transactions by means of an Access Credentials, we may elect to verify the authenticity or content of any order or instruction by placing a call to any Authorized User on your account or any other person designated by you for that purpose. We may deny access to the Services without prior notice if we are unable to confirm to our satisfaction any person's authority to access the Services or if we believe such action is necessary for security reasons.

Each time you make a transfer or payment with a Service, you acknowledge that our security procedures are commercially reasonable (based on the normal size, type, and frequency of your transactions). Some of our Services allow you or your Administrator to set transaction limitations and establish internal controls. Your failure to set such limitations and implement such controls increases your exposure to, and responsibility for, unauthorized transactions. You agree to be bound by any transfer, instruction or payment order we receive through the Services, even if it is not authorized by you, if it includes or was generated with your Access Credentials or is otherwise processed by us in accordance with our security procedures.
Your Internal Security. You bear sole responsibility for establishing, maintaining, implementing and updating policies, procedures, equipment and software ("*Internal Security Controls*") that ensure the security and integrity of your computer systems and information, protect them from any unauthorized use, intrusion, takeover or theft, and prevent your Access Credentials from any unauthorized discovery or use (collectively "*Internal Security Breaches*"). You bear all risk of fraudulent transfers and other losses or disclosures arising from your Internal Security Breaches or from the interception of your communications prior to their receipt by us (collectively "*Internal Security Losses*"). We will not reimburse your Internal Security Losses. You agree that we are authorized to execute, and it is commercially reasonable for us to execute, any instruction received by us with your Access Credentials. You are encouraged to consider purchasing insurance to cover your Internal Security Losses.

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

- Limiting and controlling who has access to your computer systems;
- Protecting and frequently changing your passcodes and other online Access Credentials;
- Adopting dual authorization and/or transaction-based authentication procedures for financial transfers;

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

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

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

You remain at all times solely responsible for your Internal Security Controls, Internal Security Breaches and Internal Security Losses. Although we may employ various systems and procedures from time to time to prevent losses to us, we assume no obligation for your Internal Security Losses.

GENERAL PROVISIONS

26. AMENDMENTS. We may add to, delete or change the terms of this Agreement, any Service fees, and the Specifications by providing you with prior notice, which prior notice may be given by a posting on our website or other internet site related to the Services. We may amend our security procedures without prior notice if immediate changes are required for security reasons or the changes will not have a material effect on your use of the Services. We will not be bound by any amendment you attempt to make to this Agreement (e.g., by crossing through the text or inserting additional words) unless we specifically acknowledge the change in a separate addendum or by adding our initials next to the amendment.

27. ARBITRATION/JURY TRIAL WAIVER/DISPUTE RESOLUTION. If your Deposit Documents contain one or more class action waiver, jury trial waiver, arbitration, judicial reference, and/or forum selection provisions, then those provisions shall govern the resolution of any dispute or claim that arises between you and us regarding this Agreement, any Service, your accounts, any transaction or entry in or regarding your accounts, or any indemnity obligation. **IN ANY EVENT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION BETWEEN YOU AND US.**

28. ASSIGNMENT. We may assign our rights and delegate our duties under this Agreement to a company affiliated with us or to a third party. You may not assign any right or delegate any obligation under this Agreement without our prior written consent, and any attempted assignment without the necessary consent shall be void.

29. COURIERS. If arrangements are made to transfer items, funds or other property between you and us or our designated agent by means of a messenger, courier or armored carrier (collectively, "*Messenger*"), you agree that: (a) the Messenger will be deemed to be your agent, and not our agent; (b) you will assume all risk of loss of, or damage to, the property while it is in transit; (c) property will not be deemed to be received by us until we provide a receipt for it at our office (or at such other location as we designate); and (d) the property will be deemed to be delivered to you when we give it to the Messenger. We make no warranty or representation regarding any Messenger. Our confirmation of the receipt of any bag or container shall not be considered a confirmation of its contents. All contents are subject to later verification by us. You understand that local traffic conditions and other circumstances may affect the time of shipments and that the Messenger may abandon or delay any scheduled shipment if it observes suspicious circumstances at your location.

30. CUTOFF TIME AND BUSINESS DAYS. Some of our Services are subject to a processing Cutoff Time. Information on the Cutoff Time for each Service can be found in certain Specifications and is available from Customer Services. Instructions, information, shipments or deliveries received after the Cutoff Time or on a day other than a Business Day may be

deemed received as of the next Business Day. Services may occasionally be unavailable due to needed maintenance or system/network interruptions.

31. DEFINITIONS. In addition to the other terms defined elsewhere in this Agreement, the following terms shall have the meanings indicated:

Access Credentials means identification numbers, passwords, tokens and/or other means of identification and authentication provided for you to access Services.
Administrator means any individual that you appoint as the individual for certain Services with the authority to determine and designate who can act as Authorized Users.
Authorized User means any of the individuals you designate, either in the Specifications or through your Administrator, with authority to access and/or use the Services on your behalf.
Business Day means any calendar day that we are open for conducting substantially all of our business, excluding Saturdays, Sundays or federal or state holidays.
Cutoff Time for any Service means the time we have established, in the Specifications or otherwise, for receipt of instructions, requests, transactions or deliveries for that Service.
Data Collection Agency means a third party provider selected by us or by you (depending on the Service involved) for delivering or receiving information.
Deposit Documents with respect to any of your accounts with us means the deposit account agreement(s), fee brochure(s) and other disclosure(s) we provide in connection with your accounts, as amended from time to time.
Specifications with respect to any Service means any and all applications, addenda to this Agreement, instructions, procedures, guidelines, manuals, or other documentation regarding the Service and any training we provide with respect to the Service.

32. ELECTRONIC MAIL/INTERNET. If you send us electronic mail ("*e-mail*"), we may not receive or review it immediately. We will have a reasonable time to act upon any e-mail request or notice, and reserve the right to reject any transaction or request received by e-mail (e.g., a request to wire funds). You acknowledge that, even though e-mail may be encrypted, we cannot ensure that it will not be intercepted or affected by the actions or omissions of others, such as third party networks or persons with access to the internet. We and our service providers assume no responsibility for viruses created by third parties, or for any third party's unauthorized access to, or use of, your computer system. You should not include any sensitive information about yourself or your accounts in e-mail that is not encrypted and sent through a secure e-mail system, and you assume all risk of such e-mail being intercepted.

33. FEES. You agree to pay us (and authorize us to charge your accounts for) the fees we establish for each of the Services (see our related fee schedules for details). If your accounts with us are analyzed, you may be able to use your available earnings credit to offset certain Service fees. If your analyzed accounts contain funds belonging to third parties, you represent that your use of any related earnings credit is not limited by law, regulation or any agreement

with such third parties, and that you have any required authorization from such third parties for its use.
In addition to the Service fees, you agree to pay for all taxes, tariffs and assessments levied or imposed by any government agency in connection with the Services, this Agreement and/or the equipment or software made available to you (excluding any income tax payable by us). You also are responsible for the costs of any communication lines and any data processing charges payable to third parties.

34. FINANCIAL STATEMENTS. You agree to provide us with a current financial statement and other information regarding your financial condition upon our request.

35. FRAUD DETECTION AND PREVENTION INDEMNIFICATION. We are very concerned about the risk of loss from counterfeit, fraudulent or forged checks and unauthorized ACH debits to which you and the Bank may both be exposed if you do not use our Positive Pay Service and ACH Positive Pay Service. Therefore, we are unwilling to permit you to continue to operate your accounts without our Positive Pay Service and ACH Positive Pay Service, unless you indemnify and hold us harmless against losses or liabilities we may suffer or incur as a result of counterfeit, fraudulent or forged checks and/or unauthorized ACH debits on your accounts.
Accordingly, if you continue to operate your accounts without our Positive Pay Service and ACH Positive Pay Service, you will be deemed to have agreed that, to the greatest extent permitted by law:

(A) WE WILL NOT BE LIABLE TO YOU FOR ANY DAMAGES, LOSSES, LIABILITIES, ACTIONS, CLAIMS INCLUDING THIRD PARTY CLAIMS, SUITS, JUDGMENTS, OBLIGATIONS, PENALTIES, COSTS OR EXPENSES OF ANY KIND, INCLUDING ATTORNEYS' FEES AND EXPENSES (COLLECTIVELY "*LOSSES*"), PAID, SUFFERED OR INCURRED BY YOU WHICH ARISE DIRECTLY OR INDIRECTLY OUT OF OR IN CONNECTION WITH (I) THE ACCEPTANCE FOR DEPOSIT, PAYMENT, NEGOTIATION OR OTHER PROCESSING OF ANY CHECK DRAWN OR PURPORTING TO BE DRAWN ON YOUR ACCOUNT IF SUCH CHECK HAPPENS TO BE COUNTERFEIT OR FRAUDULENT OR CONTAINS A FORGED SIGNATURE OR THE AMOUNT OF SUCH CHECK IS ALTERED OR THE PAYEE HAS BEEN ALTERED; OR (II) THE ACCEPTANCE OF AN ACH DEBIT THAT IS UNAUTHORIZED OR FRAUDULENT, WHICH COULD HAVE BEEN PREVENTED WITH THE USE OF THE POSITIVE PAY SERVICE OR ACH POSITIVE PAY SERVICE; AND
(b) In addition to the other indemnity provisions set forth in this Agreement, you will indemnify, defend and hold us harmless from and against any Losses paid, suffered or incurred by you or by the Bank which arise directly or indirectly out of or in connection with (i) the acceptance for deposit, payment, negotiation or other processing of any check drawn or purporting to be drawn on your account if such check happens to be counterfeit or fraudulent or contains a forged signature or the amount of such check is altered or the payee has been altered; or (ii) the acceptance of an ACH debit that is unauthorized or fraudulent, which could have been prevented with the use of the Positive Pay Service or ACH Positive Pay Service.

36. GOVERNING LAW/COMPLIANCE. This Agreement will be governed by and construed in accordance with the laws of the United States and, to the extent it is subject to state law, the laws of the state governing your Deposit Documents, without reference to its conflict of law provisions. You agree not to conduct any transactions that would violate the laws of any state or the United States, including the economic sanctions administered by the U.S. Treasury's Office of Foreign Assets Control.

37. INDEMNIFICATION AND RELEASE. IN ADDITION TO THE OTHER INDEMNITY PROVISIONS SET FORTH IN THIS AGREEMENT, YOU AGREE TO RELEASE AND INDEMNIFY, DEFEND AND HOLD HARMLESS US, OUR PARENT COMPANY, AFFILIATES, AND SUBSIDIARIES, AND OUR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS, FROM AND AGAINST EVERY CLAIM, DAMAGE, LOSS, LIABILITY AND COST (INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES) OF ANY KIND WHICH RESULTS DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, FROM: (A) OUR ACTIONS OR OMISSIONS, IF THEY ARE IN ACCORDANCE WITH YOUR INSTRUCTIONS, GIVEN IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT, OR INSTRUCTIONS PURPORTING TO COME FROM YOU THAT ARE ACCOMPANIED BY YOUR ACCESS CREDENTIALS; (B) THE ACTIONS OR OMISSIONS OF YOU, YOUR AGENTS OR EMPLOYEES; (C) ANY WARRANTY THAT WE ARE REQUIRED OR DEEMED TO MAKE TO A THIRD PARTY IN CONNECTION WITH YOUR TRANSACTIONS, PROVIDED WE ACT IN SUBSTANTIAL COMPLIANCE WITH THIS AGREEMENT; (D) YOUR USE OR DISTRIBUTION OF ANY EQUIPMENT OR SOFTWARE MADE AVAILABLE TO YOU THROUGH A SERVICE THAT IS INCONSISTENT WITH THE LICENSE OR SUBLICENSE THAT YOU RECEIVE; (E) YOUR FAILURE TO COMPLY WITH THE RULES, NACHA RULES, APPLICABLE LAW, OR THE RULES OF ANY DISBURSING BANK, CLEARING HOUSE OR PAYMENT ORGANIZATION THAT PROCESSES YOUR TRANSACTIONS; OR (F) YOUR INTERNAL SECURITY BREACHES OR INTERNAL SECURITY LOSSES. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

38. INFORMATION PROCESSING AND REPORTING. We offer a number of Services that require us to receive, process and report information involving your accounts and transactions. We will not be responsible for determining the accuracy, timeliness or completeness of any information that you, your agents or others provide to us. We will not have a duty to interpret the content of any data transmitted to us, except to the limited extent set forth in this Agreement. Unless otherwise agreed in writing, we will not be required (by means of any security procedure or otherwise) to detect errors in the transmission or content of any information we receive from you or third parties. Our sole responsibility for any reporting errors caused by us will be to reprocess the information for the period in question and to provide corrected reports at our own expense. You agree to maintain adequate backup files of the data you submit for a reasonable period of time in order to facilitate any needed reconstruction of your transactions (e.g., due to a telecommunications failure). If we are unable to provide a Service for any reason, we will use commercially reasonable efforts to promptly inform you of the problem and will take reasonable steps to resume processing.

39. LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE STATED IN THIS AGREEMENT, WE WILL BE LIABLE TO YOU ONLY FOR DAMAGES ARISING DIRECTLY FROM OUR INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE IN THE PERFORMANCE OF THE SERVICES. WE WILL NOT BE RESPONSIBLE FOR ANY LOSS, DELAY, COST OR LIABILITY TO THE EXTENT THAT IT ARISES, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, FROM: (A) YOUR ACTIONS OR OMISSIONS, OR THOSE OF THIRD PARTIES WHICH ARE NOT WITHIN OUR IMMEDIATE AND REASONABLE CONTROL (INCLUDING, BUT NOT LIMITED TO, YOUR INTERNAL SECURITY BREACHES OR THE INTERCEPTION, CORRUPTION AND/OR MODIFICATION OF INSTRUCTIONS THAT YOU SEND TO US); (B) YOUR NEGLIGENCE, MISCONDUCT OR BREACH OF ANY AGREEMENT WITH US; (C) ANY AMBIGUITY, INACCURACY OR OMISSION IN ANY INSTRUCTION OR INFORMATION PROVIDED TO US; (D) ANY ERROR, FAILURE OR DELAY IN THE TRANSMISSION OR DELIVERY OF DATA, RECORDS OR ITEMS DUE TO A BREAKDOWN OR TRANSMISSION ERROR IN ANY THIRD PARTY COMPUTER OR COMMUNICATIONS FACILITY; (E) ACCIDENTS, STRIKES, LABOR DISPUTES, CIVIL UNREST, FIRE, FLOOD, WATER DAMAGE (E.G., FROM FIRE SUPPRESSION SYSTEMS), OR ACTS OF GOD; (F) CAUSES BEYOND OUR REASONABLE CONTROL; (G) THE APPLICATION OF ANY GOVERNMENT OR FUNDS-TRANSFER SYSTEM RULE, GUIDELINE, POLICY OR REGULATION; (H) THE LACK OF AVAILABLE FUNDS IN YOUR ACCOUNT TO COMPLETE A TRANSACTION; (I) OUR INABILITY TO CONFIRM TO OUR SATISFACTION THE AUTHORITY OF ANY PERSON TO ACT ON YOUR BEHALF; (J) LOSSES FOR WHICH WE ARE NOT LIABLE BY LAW, LOSSES RESULTING FROM VIOLATIONS OF THE RULES, THE NACHA RULES OR OTHER CLEARINGHOUSE RULES, OR FOR WHICH YOU HAVE AGREED TO INDEMNIFY OR RELEASE US: (K) LOSSES FOR WHICH YOU FAIL TO GIVE US TIMELY NOTICE; OR (L) YOUR FAILURE TO FOLLOW ANY APPLICABLE EQUIPMENT OR SOFTWARE MANUFACTURER'S RECOMMENDATIONS OR OUR SERVICE INSTRUCTIONS. THERE MAY BE OTHER EXCEPTIONS TO OUR LIABILITY, AS STATED IN YOUR DEPOSIT DOCUMENTS.

WE WILL NOT BE RESPONSIBLE UNDER ANY CIRCUMSTANCES FOR SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHICH YOU INCUR AS A RESULT OF OUR ACTIONS OR OMISSIONS, EVEN IF WE HAVE BEEN INFORMED OR ARE AWARE OF THE POSSIBILITY FOR SUCH DAMAGES. OUR LIABILITY AND YOUR REMEDY FOR ACTUAL COSTS AND LOSSES RESULTING FROM OUR FAILURE TO TRANSMIT FUNDS IN THE CORRECT AMOUNT OR TO THE CORRECT BENEFICIARY LISTED IN YOUR FUNDS TRANSFER ORDERS SHALL NOT EXCEED THE DIRECT MONEY DAMAGES THAT YOU INCUR AS A RESULT OF THE FAILURE (E.G., THE AMOUNT OF A WIRE TRANSFER THAT IS SENT TO THE WRONG PARTY, OR THE AMOUNT BY WHICH A TRANSFER EXCEEDS THE AMOUNT YOU AUTHORIZED, PLUS INTEREST AS PERMITTED BY LAW). IN ALL OTHER CASES, OUR LIABILITY AND YOUR REMEDY FOR ACTUAL COSTS AND LOSSES RESULTING FROM OUR ACTIONS AND/OR OMISSIONS, WHETHER THE CLAIM IS IN CONTRACT OR TORT, WILL NOT EXCEED THE LESSER OF (I) SIX (6) TIMES THE AVERAGE MONTHLY CHARGE FOR THE SERVICE(S) IN QUESTION FOR THE THREE MONTHS IMMEDIATELY PRECEDING THE COST OR LOSS, OR (II) $20,000.00. WE SHALL NOT BE LIABLE FOR ANY PUNITIVE OR CONSEQUENTIAL DAMAGES.

ANY CLAIM, ACTION OR PROCEEDING BY YOU TO ENFORCE THE TERMS OF THIS AGREEMENT OR TO RECOVER FOR ANY SERVICE-RELATED LOSS MUST BE COMMENCED WITHIN ONE YEAR

FROM THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM, ACTION OR PROCEEDING FIRST OCCURS. YOU AGREE TO COOPERATE WITH US IN ANY LOSS RECOVERY EFFORTS WE UNDERTAKE TO REDUCE ANY LOSS OR LIABILITY THAT ARISES IN CONNECTION WITH YOUR SERVICES. YOU ACKNOWLEDGE THAT OUR SERVICE FEES HAVE BEEN ESTABLISHED IN CONTEMPLATION OF: (A) THESE LIMITATIONS ON OUR LIABILITY; (B) YOUR AGREEMENT TO REVIEW STATEMENTS, CONFIRMATIONS, AND NOTICES PROMPTLY AND TO NOTIFY US IMMEDIATELY OF ANY DISCREPANCIES OR PROBLEMS; AND (C) YOUR AGREEMENT TO ASSIST US IN ANY LOSS RECOVERY EFFORT.

40. YOUR DUTIES TO NOTIFY US; MEANS OF NOTICE BETWEEN US. You agree to notify us immediately if you discover: (a) any error or discrepancy between your records and the information we provide to you about your accounts or transactions (e.g., in a statement, confirmation, or electronic report); (b) unauthorized transactions involving any account; (c) a breach in the confidentiality of any Access Credential; or (d) other problems related to the Services. You must deliver us a written notice of any discrepancy or other problem, including a statement of the relevant facts, within a reasonable time (not to exceed fifteen (15) days from the date you first discover the problem or receive information reflecting the problem, whichever occurs first). If you fail to notify us within such reasonable time, you agree that, in addition to any other limitations on our liability: (1) in the case of an erroneous funds transfer, you will be liable for all losses up to the amount thereof (as well as any loss of interest), which result from your failure to give us such notice or which might have been prevented by your giving us such notice; and (2) in the case of an unauthorized funds transfer, we will not be liable for any loss of interest which results from your failure to give us such notice or which might have been prevented by your giving us such notice. If we have received payment from you with respect to a funds transfer requested in your name, and if you believe that the funds transfer was unauthorized or erroneous, then to the maximum extent permitted by law you are precluded from asserting any objection to our retaining that payment unless you have notified us of your objection within ninety (90) days of our (i) notifying you of that transfer, or (ii) providing you a statement reflecting that transfer, whichever is earlier. In addition, with respect to ACH payments from your account, to the maximum extent permitted by law, we are not liable for an erroneous or unauthorized ACH entry that we did not cause unless (A) you notify us (which may be oral with prompt written confirmation of the relevant facts) before that entry actually settles (generally one (1) or two (2) Business Days after the entry was posted to your account), or (B) we are otherwise able without bringing suit to effect a reversal of that settlement under the applicable ACH system rules.

You agree to provide us with at least thirty (30) days advance notice of: (a) any material (20% or greater) change in your ownership; (b) any material change in the type, scope or nature of your business; or (c) any anticipated (20% or greater) increase in the amount or volume of your ACH transactions (if applicable) over the preceding calendar quarter.
Unless otherwise agreed, notices required by this Agreement must be in writing. Notices to you may be mailed or sent to you at the statement, e-mail or mailing address shown for you in

our deposit or Service records, or (for online Services) by posting the notice at our website. Notice of a transaction to an online account is also given if posted to and viewable by you on that account.
Notices sent to you by email, if properly addressed, will be deemed given to you when sent, even if they are blocked or rejected by your computer. You agree to provide us with written advance notice of any change in your address or email address. Notices to us must be delivered to:

CADENCE BANK, N.A.
Treasury Management
2100 Third Avenue North, Suite 1100
Birmingham, AL 35203

You agree on behalf of yourself, your employees and agents that we may monitor and record your telephone and electronic communications in connection with the Services at any time.

41. RECORDS. Unless a different period is provided in this Agreement, you will retain and provide to us, upon request, all information necessary to remake or reconstruct any transaction, transmission, file or entry until ten (10) Business Days following receipt by us of the transaction document, tape, file, entry, transmission, or other order affecting an account.

42. RELIANCE ON THIRD PARTIES. Our ability to provide certain Services is dependent upon our ability to obtain or provide access to third party vendors and networks. In the event any third party is unavailable or we determine, in our discretion, that we cannot continue providing any third party network access, we may discontinue the related Service or may provide the Service through a different party. In such situations, we will have no liability for the delay or unavailability of access. We will not be responsible for any services you receive from third party vendors.

43. RESERVE ACCOUNT. We may require that you establish and maintain a reserve account ("*Reserve Account*") with us to cover your obligations under this Agreement. You grant us a security interest in the Reserve Account, including any current and future deposits to and renewals of the Reserve Account, for all obligations owing to us under this Agreement. The Reserve Account will only bear interest if it is opened by you and us as an interest-bearing account. You will deposit the amount that we designate in the Reserve Account within five (5) days from our request.

If we determine that your reserves may not be sufficient to cover our risk for potential claims (e.g., based on factors such as the volume and amount of past or current returns/claims, your financial condition, the risk of new product offerings by you, fraud losses, substantial increases in the average number or amount of transactions, and other relevant circumstances), we may increase the amount of the required reserve by providing notice to you. If you fail or refuse to deposit sufficient reserves promptly upon our request, we may transfer funds to the Reserve

Account from the proceeds of your deposits or from your other accounts with us. Your obligation to us under this Agreement will not be limited by the balance or existence of any reserve.

Upon the termination of this Agreement or any Service, we may require, and you shall promptly deposit, funds in the Reserve Account that we estimate may be needed to cover potential returns and claims that may arise after such termination. This provision shall survive the termination of this Agreement.

44. SECURITY INTEREST. You grant us a security interest in your accounts with us (other than fiduciary accounts maintained for the benefit of others) to secure payment of amounts due under this Agreement and the repayment of any overdraft or other obligation that you incur under this Agreement.

45. TERMINATION. Either party may terminate this Agreement as to some or all of the Services, with or without cause, by giving thirty (30) days prior notice to the other party. We may suspend or terminate any Service or this Agreement immediately and without prior notice if: (a) you breach any agreement with us; (b) the confidentiality of any Access Credential is compromised or we have reason to believe that there has been any other breach in the security of any Service; (c) we have reason to believe that an unauthorized or fraudulent transaction has taken or may take place involving any of your accounts or any of the Services; (d) you become insolvent or the subject of a bankruptcy, receivership, or dissolution proceeding; (e) we are uncertain as to any person's authority to give us instructions regarding your accounts or the Services; or (f) we identify possible fraudulent or inappropriate activity or use of any Service by you or any other person. The termination of this Agreement will not affect the rights or obligations of the parties that arise prior to termination (e.g., the indemnification and record retention requirements).

46. THIRD PARTIES. This Agreement is made for the exclusive benefit of you and us. No third party has any rights under this Agreement. Unless you have our prior written consent, you may not use the Services to process transactions for third parties or permit others to initiate Service transactions on your behalf.

47. TRANSACTION LIMITS/SAFEGUARDS. You agree not to exceed the transaction limits we establish from time to time for your account or any Service. You will not allow anyone to initiate transactions on your behalf without proper supervision and adequate safeguards. You agree to review pending instructions prior to their submission to ensure that they are complete, accurate and properly authorized.

48. VALIDITY/WAIVERS/OVERDRAFTS. If any provision of this Agreement is found to be void or invalid, the remainder of this Agreement will remain in full force and effect, and the invalid provision shall be modified in a way that most closely effectuates its intent in a valid and

enforceable manner. Any waiver by us must be in writing to be effective. Our waiver of any right will not be deemed a waiver of other rights or of the same right at another time. Our allowing overdrafts against your accounts, at any time or from time to time, will not obligate us to continue allowing overdrafts at a later date. We may discontinue permitting overdrafts at any time and without prior notice.

49. RESTRICTED TRANSACTIONS; INTERNET GAMBLING. You may not use any Service to process transactions restricted by Federal Reserve Regulation GG (12 C.F.R. Part 233). Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by themselves or others in unlawful Internet gambling. We have elected to not offer accounts to organizations that offer, sponsor or facilitate Internet gambling. As such, you agree not to use any account or Service to process Internet gambling transactions, whether or not permitted by law.

50. CUSTOMER IDENTIFICATION PROGRAM. IMPORTANT IFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT. To help the government fight the funding of terrorism and money laundering activities. Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

51. ENTIRE AGREEMENT. THIS AGREEMENT INCORPORATES, SUPPLEMENTS, AND SUPERSEDES WHERE INCONSISTENT THE TERMS OF YOUR DEPOSIT DOCUMENTS. THIS AGREEMENT AND THE DEPOSIT DOCUMENTS CONSTITUTE (ALONG WITH ANY RELATED SPECIFICATIONS AND ANY OTHER AGREEMENTS SPECIFICALLY REFERENCED HEREIN) THE ENTIRE AGREEMENT BETWEEN YOU AND US WITH RESPECT TO THE SERVICES.

Xpress Re-Deposit Services Agreement

Complete Payment Recovery Services, Inc. ("CPRS") and the undersigned ("Client") agree as follows:

1. Engagement. Client engages CPRS to re-present, via the Automated Clearinghouse ("ACH") Network checks and drafts drawn on a checking account of a U.S. financial institution (each a "Check") that are received by Client in the normal course of business, initially dishonored or unpaid by the Check writer's financial institution (the "Services") in accordance with the terms of this Services Agreement (the "Agreement").

2. Term and Termination. This Agreement is effective as of Type in Month, Day and Year ("Effective Date") for an initial term of one (1) year and shall automatically extend for successive one (1) year periods. Either party may terminate this Agreement as of the then-current term by giving written notice at least ninety (90) days prior to the end of that term.

3. CPRS Services.

3.1 CPRS shall re-present all eligible returned Checks (not to exceed two (2) attempts) in accordance with all applicable laws and regulations. CPRS is under no obligation to process any Check on which the Customer has made full payment or returned the merchandise purchased with the returned Check. Client shall immediately notify CPRS in writing if a Customer disputes the validity of any Check that is assigned to CPRS.

3.2 CPRS shall forward all payments received (less RCC Fees due) to Client together with an itemized statement showing the date, Customer, and amount of each payment, on a weekly basis or as otherwise mutually agreed. Client authorizes CPRS to transmit amounts due to Client through the ACH Network into a financial institution account ("Account") designated by Client. Client shall provide CPRS with written notice of any change in the Account information within three (3) business days of the date of the change. In the event Client receives funds that are later charged back or were credited in error, Client authorizes CPRS to off-set any future payments or debit Client's Account for the amount.

4. RCC Fee. For payment of the Services, Client agrees and authorizes CPRS to electronically debit or paper draft a returned check charge ("RCC Fee") from the individual or business indebted to Client as a result of the returned Check ("Customer"). The RCC Fee shall not exceed the maximum applicable state mandated return check charge.

5. Client Obligations, Representations and Warranties.

5.1 Client shall instruct its financial institution to forward all initially returned Checks to CPRS for further processing. Client represents and warrants that as of the date a returned Check is forwarded to CPRS for processing: (a) the information regarding the identity of the Check writer and the dollar amount of the Check is accurate; (b) the entire dollar amount of the Check is legally due and owing; and (c) no re-deposit attempts have been made after the Check's initial dishonor.

5.2 Client shall notify CPRS within one (1) business day if: (a) it receives payment on a returned Check; or (b) the Customer returns the item(s) purchased that are associated with a returned Check with no corresponding credit. If the Customer pays Client directly for a Check while it is assigned to CPRS, Client will assess and collect the maximum RCC Fee allowed by law (unless Client deems it necessary to waive that charge), and shall promptly remit payment of the RCC Fee to CPRS.

6. Point-of-Sale Notices. Client shall display CPRS-approved notices at the point-of-sale at each of its locations, as well as in all of its catalogs and order forms, so that they are clearly visible to Customers that include: (a) any notice required by applicable law and ACH rules; and (b) a returned check charge notice that applies to all dishonored Checks. CPRS may modify the content of these notices by providing advance written notice to Client. Client shall indemnify CPRS for any and all losses, claims, demands, penalties, actions, causes of action, suits, obligations, liabilities, damages, costs or expenses, including reasonable attorney's fees (collectively, "Losses") it incurs as a result of a Client's failure to use CPRS's most current notice.

7. Reassignment. The unpaid balance of any Check that is not collected via the Services will be returned to Client. Upon the return of the Check to Client, CPRS shall not: (a) provide any further collection services; (b) be entitled to the RCC Fee; or (c) be responsible or liable for the Check. If Client desires CPRS to provide additional collection services, the terms of such services will be documented under a separate agreement between the parties.

8. Databases. Information relating to each Check assigned to CPRS shall be added to computerized databases owned by CPRS or its affiliates and used for check authorization and other services. This information may be made available to other Clients of CPRS and its affiliates, which may result in a restriction on acceptance of a Customer's check-writing ability until a Check has been paid in full. CPRS shall, and shall cause its affiliates to, update Check information upon receipt and/or notification of full payment. CPRS and its affiliates are authorized to retain information on uncollected Checks in the databases even after they are returned to Client.

9. Disclaimer. CPRS shall exercise commercially reasonable efforts, consistent with applicable laws, to collect returned Checks via the Services for the entire outstanding balance of each assigned Check. However, CPRS shall not be required or expected to perform additional collection services, such as judgment searches, legal actions or any collection efforts not specifically set forth in this Agreement. **EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, THE SERVICES ARE PROVIDED "AS IS," AND ALL WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF QUALITY, FITNESS FOR PARTICULAR PURPOSE, MERCHANTABILITY, DESIGN, PERFORMANCE, CONTINUOUS USE OR ERROR FREE OPERATION ARE DISCLAIMED IN THEIR ENTIRETY.**

10. Confidentiality. Client and CPRS shall treat information received from the other party that is designated as "confidential" ("Confidential Information") as strictly confidential, and certifies that it shall utilize the other party's Confidential Information only for the purposes set forth in this Agreement. There is no prohibition on the disclosure of the tax treatment or tax structure of this transaction.

11. Indemnification. Client and CPRS, in recognition of valuable consideration each has received, shall indemnify, defend and hold the other party and their officers, agents and employees harmless from and against any and all Losses asserted by a third party resulting from, arising out of, or incurred in connection with the indemnifying party's: (a) gross negligence or willful misconduct resulting in personal injury or property damage; (b) failure to comply with applicable law; or (c) failure to comply with the terms of this Agreement. Without limiting the foregoing, Client acknowledges the

foreseeability of loss or damage to CPRS should Client fail to comply with the sections labeled "Point-of-Sale Notices" and "Confidentiality". The obligation to provide indemnification under this section is contingent upon: (i) the indemnified party promptly notifying the indemnifying party in writing of any possible claim; (ii) the indemnifying party having sole control over the defense and settlement of the claim; (iii) the indemnified party reasonably cooperating during defense and settlement efforts; and (iv) the claim not arising, in whole or in part, out of the actions of the indemnified party.

12. Limitation of Liability. Under no circumstances shall CPRS be liable for any Losses caused, directly or indirectly, in whole or in part, by: (a) Client; (b) a third party; (c) incorrect or incomplete Check data; or (d) any failure not directly attributable to CPRS. In addition, CPRS shall not be liable for any Losses unless Client provides written notice to CPRS of the event that gave rise to the alleged liability within thirty (30) days of occurrence. No claim arising out of this Agreement may be brought by Client more than one (1) year following the event that gave rise to the claim. CPRS's liability is limited in all cases, in the aggregate, to the amount of the RCC Fees collected for the Services during the six (6) month period immediately preceding the first such claim. CPRS shall not be liable for any indirect, incidental, consequential, special, delay, economic, punitive or property damages whatsoever (including any damages for loss of business profits, business interruption, loss of information or other pecuniary loss), even if CPRS was advised of the possibility of such damage. All statements, invoices and reports issued by CPRS shall be final if CPRS does not receive written notice of a dispute from Client within ninety (90) days of their rendition. CPRS shall not be liable to Client for any loss, damage, or failure due to causes beyond its control, including strikes, riots, earthquakes, epidemics, terrorist actions, wars, fires, floods, weather, power failure, telecommunications interruption, financial institution failure or closure, computer malfunctions, acts of God or any other failure, interruption or error not directly caused, or reasonably anticipated, by CPRS.

13. Miscellaneous.

13.1 Client shall not assign, subrogate, or transfer any interest, obligation or right under this Agreement without prior written consent from CPRS (which shall not be unreasonably withheld). Any dissolution, merger, consolidation, or reorganization of a majority of the assets or stock of Client shall constitute an attempted assignment of this Agreement and shall be void from its inception. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their successors or assigns.

13.2 Client submits to the jurisdiction of, and this Agreement shall be governed exclusively by, the state and federal laws applicable in the state of Delaware. Venue for any action, claim or controversy arising out of this Agreement shall be in a state court of competent jurisdiction in the state of Delaware. The prevailing party in any such action shall be entitled to the recovery of its reasonable attorney's fees, costs and expenses. CLIENT AND CPRS KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY WITH RESPECT TO LITIGATION ARISING OUT THIS AGREEMENT.

13.3 Client shall be solely responsible for any taxes or similar charges arising out of this Agreement, including all applicable customs, duties, sales taxes, use taxes, value-added taxes, excise charges or brokerage fees; but excluding CPRS's property and income taxes. Client shall also be responsible for assessing and remitting payment for any such items to the appropriate authorities as required by law.

13.4 If there is a conflict between a part of this Agreement and any present or future law, regulation or other regulatory mandate or requirement, the part of this Agreement that is affected shall be curtailed only to the extent necessary to bring it within the requirements of the law, regulation, regulatory mandate, or requirement. Such curtailment may commence as quickly as necessary to ensure full compliance with applicable law, regulation, regulatory mandate, or requirement. Furthermore, in that event, the parties agree to negotiate in good faith to amend this Agreement in such a manner as will provide each party with the same economic benefit while still complying with all applicable laws and regulations.

13.5 All notices, including invoices, given in connection with this Agreement shall be in writing and deemed received seventy-two (72) hours after deposit in the mail, postage prepaid, or if given by other means, upon actual receipt. Notices shall be delivered to the appropriate party at its address set forth in this Agreement, or, in the alternative, in the case of notices to Client, the same address as invoices.

13.6 This Agreement together with any referenced documents constitutes the entire understanding of the parties with respect to its subject matter, and all prior agreements, understandings and representations are canceled in their entirety.

13.7 This Agreement may be modified by mutual written agreement of the parties. Sections 8, 10, 11, 12, 13.2 and 13.3, shall survive any termination of this Agreement.

TYPE NAME OF CLIENT HERE
Address of Client
Tel: Telephone No.
Fax: Fax Number

By_____
Signature

_____
Name and Title

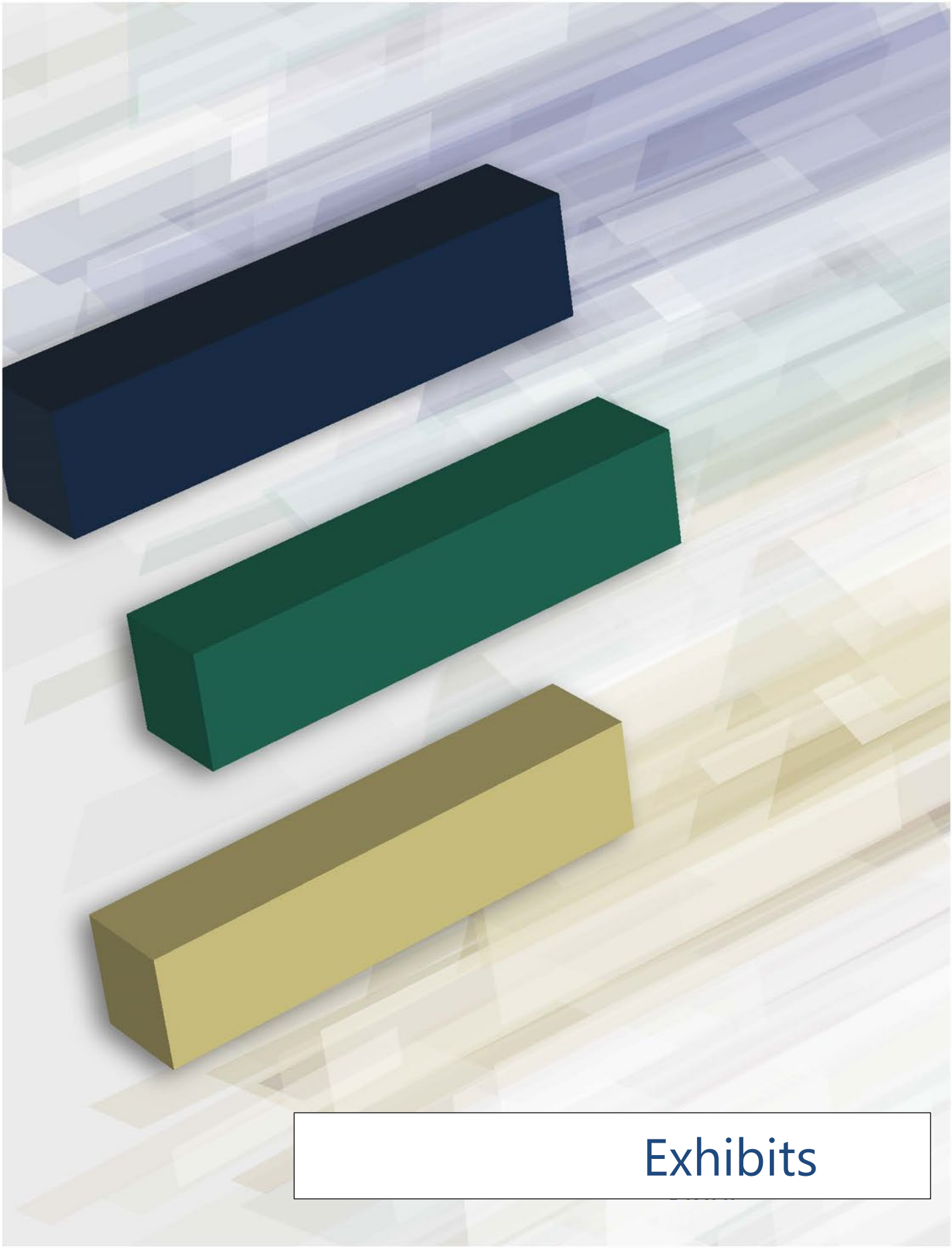
Date: Insert month, day, year

COMPLETE PAYMENT RECOVERY SERVICES, INC.
11601 Roosevelt Boulevard
St. Petersburg, FL 33716
Tel: (800) 215-6280

By:_____
Signature

_____
Name and Title

Date:_____



Exhibits

CADENCE BANK	ACH NEW ENROLLMENT EXHIBIT	**Treasury Management** DOC NO: TM-ACH-EXH-04 REV: 06

This EXHIBIT is made pursuant to that TREASURY MANAGEMENT SERVICES AGREEMENT (as the same may be modified or amended from time to time, the "Master Agreement") by and between CADENCE BANK, N.A. ("Cadence") and the below-identified company ("Client"), the GENERAL TERMS of which are incorporated by reference. In the event of a conflict between the terms of this EXHIBIT and the terms of the Master Agreement, the terms of this EXHIBIT shall control except where specifically indicated otherwise in Master Agreement.

COMPANY LEVEL INFORMATION

Company Name: _____

Master Billing Account No: _____ Existing Allegro Company ID: _____

Company Tax ID: _____

Note: Allegro Multi-Factor Authentication (MFA) Required for All Users

In addition to a User's password, this extra security measure requires the User to verify their identity by receiving a One-Time PIN via Mobile Phone or unique email address. MFA is utilized at Allegro login and when changing User Personal Profile information.

COMPANY LEVEL ENTITLEMENTS

Transaction Security - Dual Control Options for Online Initiated ACH Transaction

☐ **Option 1 – Database and Transactional:** Requires two (2) Users involved in the setup of the ACH system database/templates. Requires two (2) Users involved in the creation and release of an ACH batch.

☐ **Option 2 – Database:** Requires two (2) Users involved in the setup of the ACH system database/template. Requires one (1) User involved in the creation and release of an ACH batch.

Company Maximum Daily Release Limit:[1] _____ ☐ Opt Out Same-Day ACH[2]

Funding Method
☐ Standard
☐ Prefund

File Creation Method:
☐ Use System Database
-☐ ACH Data Import into Database
☐ Validator – NACHA File Submission

Return and NOC Delivery Method (*At least one required*):

Same Day	Next Day[3]
☐ Encrypted PDF Email	☐ CSV
☐ Allegro Portal (View &Export)	☐ Excel
☐ NACHA Format File[3]	☐ PDF

Returns Only:
Monthly[3]
☐ CSV
☐ Excel
☐ PDF

[1] *Maximum daily release limit is derived from approved ACH Risk form.* [2] *Same-Day ACH is included by default.* [3] *Requires File Transfer Exhibit*

ACCOUNT LEVEL ENTITLEMENTS

Asgmnt#	Offset Account Number	ACH Company Name[4]	ACH Company ID[5]

☐ Payroll (PPD Credits)
☐ Consumer Debits (PPD Debits)
☐ Consumer Payments (PPD Credits)
☐ Corporate Collections (CCD Debits)
☐ Corporate Payments (CCD Credits)
☐ Sweep[6] (CCD Debits)
☐ Vendor Collections (CCD Debits)
☐ Vendor Payments (CCD Credits)
☐ Remittance (CCD Credits)
☐ CTX STP 820 (CTX Credits)
☐ EFTPS Tax (CCD Credits)
☐ State Tax (CCD Credits)
☐ Federal Child Support (CCD Credits)
☐ State Child Support (CCD Credits)

State Tax Authorities: _____ ☐ **All States**

* South Carolina state child support and New Hampshire state tax not supported.

ACCOUNT LEVEL ENTITLEMENTS

Asgmnt#	Offset Account Number	ACH Company Name[4]	ACH Company ID[5]

☐ Payroll (PPD Credits)
☐ Consumer Debits (PPD Debits)
☐ Consumer Payments (PPD Credits)
☐ Corporate Collections (CCD Debits)
☐ Corporate Payments (CCD Credits)
☐ Sweep[6] (CCD Debits)
☐ Vendor Collections (CCD Debits)
☐ Vendor Payments (CCD Credits)
☐ Remittance (CCD Credits)
☐ CTX STP 820 (CTX Credits)
☐ EFTPS Tax (CCD Credits)
☐ State Tax (CCD Credits)
☐ Federal Child Support (CCD Credits)
☐ State Child Support (CCD Credits)

State Tax Authorities: _____ ☐ **All States**

* South Carolina state child support and New Hampshire state tax not supported.

[4] *Max length of 16 alphanumeric characters including spaces; Each ACH company name must be unique per ACH company ID.*

[5] *Max length of 10 alphanumeric characters; each ACH Company ID must be unique per Offset Account; should be a variation of the company's Tax ID.*

[6] *Sweep is for automated cash concentration. Must include Multi-Banking Reporting exhibit.*

AUTHORIZED USER LEVEL ENTITLEMENTS **All users listed below will be defaulted to create a database** **Unique Email and Cell Phone Required*	**Accounts** (*Enter assignment number from previous section*)	**Token**[7]		**Database Permission**	**Batch Permission**	
		Smart Ph.	Physical	Approve	Create	Release
Username: _____ **Email:*** _____ Work Ph: _____ **Cell:*** _____ Token Address:		☐	☐	☐	☐	☐
Username: _____ **Email:*** _____ Work Ph: _____ **Cell:*** _____ Token Address:		☐	☐	☐	☐	☐
Username: _____ **Email:*** _____ Work Ph: _____ **Cell:*** _____ Token Address:		☐	☐	☐	☐	☐
Username: _____ **Email:*** _____ Work Ph: _____ **Cell:*** _____ Token Address:		☐	☐	☐	☐	☐
Username: _____ **Email:*** _____ Work Ph: _____ **Cell:*** _____ Token Address:		☐	☐	☐	☐	☐

[7] *Anyone with Approve or Release capability will be assigned a token.*

NOTE: Unless noted in special instructions, the user level limits for all transaction types will be automatically set to unlimited as the company maximum daily release limit shall govern. Default user limits (single transaction limit, batch creation limit, batch release limit, and daily release limit) will be set at the company maximum daily release limit.

Special Instructions: _____

CADENCE BANK	ACH POSITIVE PAY EXHIBIT	**Treasury Management** DOC NO: TM-PP-EXH-12 REV: 04

This EXHIBIT is made pursuant to that TREASURY MANAGEMENT SERVICES AGREEMENT (as the same may be modified or amended from time to time, the "Master Agreement") by and between CADENCE BANK, N.A. ("Cadence") and the below-identified company ("Client"), the GENERAL TERMS of which are incorporated by reference. In the event of a conflict between the terms of this EXHIBIT and the terms of the Master Agreement, the terms of this EXHIBIT shall control except where specifically indicated otherwise in Master Agreement.

COMPANY LEVEL INFORMATION

Company Name: _____ Existing Allegro Company ID: _____

ACCOUNT LEVEL ENTITLEMENTS

Assignment #	Account Number	Account Nickname 36 Characters Max	Block Credits		Default Decision[1]	
			Yes	No	Pay All	Return All
1			☐	☐	☐	☒
2			☐	☐	☐	☒
3			☐	☐	☐	☒
4			☐	☐	☐	☒
5			☐	☐	☐	☒
6			☐	☐	☐	☒
7			☐	☐	☐	☒
8			☐	☐	☐	☒
9			☐	☐	☐	☒
10			☐	☐	☐	☒

[1]***Default Decision:*** For ACH Positive Pay, Cadence Bank recommends *Return All* as a default.

Special Instructions: _____

AUTHORIZED USER LEVEL ENTITLEMENTS					
Authorized User Detail **Unique Email and Cell Phone Required*	**Accounts** *Enter Assignment Number from Account Level Assignments Section*	**ACH Positive Pay Role(s)**			
		View Only	Add / Edit ACH Debit Filters	Pay / Return ACH Exceptions	Full Access
Name: _____ **Email:*** _____ Work Ph: _____ **Cell:*** _____ Department:		☐	☐	☐	☐
Name: _____ **Email:*** _____ Work Ph: _____ **Cell:*** _____ Department:		☐	☐	☐	☐
Name: _____ **Email:*** _____ Work Ph: _____ **Cell:*** _____ Department:		☐	☐	☐	☐
Name: _____ **Email:*** _____ Work Ph: _____ **Cell:*** _____ Department:		☐	☐	☐	☐
Name: _____ **Email:*** _____ Work Ph: _____ **Cell:*** _____ Department:		☐	☐	☐	☐
Name: _____ **Email:*** _____ Work Ph: _____ **Cell:*** _____ Department:		☐	☐	☐	☐
Name: _____ **Email:*** _____ Work Ph: _____ **Cell:*** _____ Department:		☐	☐	☐	☐
Name: _____ **Email:*** _____ Work Ph: _____ **Cell:*** _____ Department:		☐	☐	☐	☐

Treasury Management Services Agreement

☐New ☐Delete ☐Additional

CONTROLLED DISBURSEMENT ACCOUNT SET-UP EXHIBIT

Company Name: Click here to enter company name

Contact Name: Click here to enter contact name Telephone: Click here to enter contact's telephone #

Email: Click here to enter contact's email address

CDA #: Click here to enter CDA # if available
Enter multiple CDA #s if applicable and separate with commas.

Master Account #: Click here to enter master account # if available

USERS

All information required except the User ID for new users.

Allegro! User ID (if existing)	User Name	User Email	Account Number(s)
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

CADENCE BANK

CONTROLLED DISBURSEMENT ACCOUNT SET-UP CHECKLIST

The following additional documents are needed for the implementation of controlled disbursement accounts (CDA). Assume all forms listed are located on the Cadence Network drive Q.

1. **Business Account Worksheet**; New Accounts folder; denote account type 2-52 for CDA; complete the rest of the form as usual
2. **Commercial Signature Card**; New Accounts folder; complete as usual
3. **Positive Pay Services Exhibit**; Positive Pay & ACH Pospay folder; complete as usual
4. **DDA/CD**-ROM/Image
5. **Deluxe Check Order**; New Accounts folder; optional for clients who want to order checks through the bank

Clients, who want to order checks from a vendor of their choice, should be provided the Controlled Disbursement – Check MICR Printing Specifications to include with their check order – specification form found in CDA folder. Bank needs to test 25-30 checks if printed by non-bank vendor in advance of going live.

TMO: _____ Client Initials: _____

CADENCE BANK

Treasury Management BAI File Exhibit

☐New ☐Delete ☐Additional ☐Replace

Client Direct BAI File

Company Name:_____ Company Tax ID #:_____
Address:_____ City:_____ State:_____ Zip: _____

File type:

Previous Day ☐

Current Day Wire Activity ☐ **Sending frequency: Every 8:00 AM DAILY** Choose an item. (8 am to 5:30 pm Central)

Technical Contact:

Previous Day

Name:_____
Number:_____
Email:_____

Current Day

Name:_____
Number:_____
Email:_____

Account #	Previous Day	Current Day		Account #	Previous Day	Current Day
	☐	☐			☐	☐
	☐	☐			☐	☐
	☐	☐			☐	☐
	☐	☐			☐	☐
	☐	☐			☐	☐
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	☐	☐			☐	☐
	☐	☐			☐	☐
	☐	☐			☐	☐
	☐	☐			☐	☐
	☐	☐			☐	☐
	☐	☐			☐	☐

NOTE: THE FILE TRANSMISSION EXHIBIT IS REQUIRED TO GIVE THE LOCATION FOR DELIVERY OF THE FILES

TMO: _____ Client Initials: _____ Date: _____

CADENCE BANK	CUSTOM WHOLESALE LOCKBOX REMOTE SET-UP EXHIBIT	

☐New ☐Delete ☒Additional ☐Replace

General Information

Lockbox Name: _____ Medical: ☐ Yes (BA Agreement Required)

Box: _____ Department: _____ Sort#: _____ ☐ Correspondence Sort

Deposit Acct: _____ Billing Acct: _____ Go Live Date: _____

City/State/Zip : _____ Estimated Monthly Value: _____

Company Contact

Name: _____ Email Address: _____

Phone Number: _____ Fax Number: _____

Address: _____

IT Support Contact Name: _____ Phone Number: _____

Processing Procedures

Image Capture: ☐ Checks ☐ Documents ☐ Correspondence ☐ Envelope

Input

EIP File: ☐ Yes ☐ No

File Type: ☐ Positive ☐ Stop ☐ Match

Frequency: ☐ Daily ☐ Weekly ☐ Monthly

Delivery Option: ☐ SFTP

Data Entry:[3]

☐ Not Required ☐ Remitter Name ☐ Invoice Number ☐ Invoice Amount ☐ Custom

Output[4]

Deadline: ☐ 3:00 pm ☐ 5:00 pm ☐ 6:00 pm ☐ 7:00 pm

Data File: ☐ Yes ☐ No

Image File: ☐ Yes ☐ No ☐ TIF ☐ PDF ☐ Trans ☐ Batch ☐ Daily

Delivery Options: ☐ STFP

[3] Provide Sample Invoices

CADENCE BANK	CUSTOM WHOLESALE LOCKBOX REMOTE SET-UP EXHIBIT	

Remote Locations:

Lockbox Number	DDA

Scanner Options:

☐ **Burroughs SmartSource** **No. of Scanners** _____

☐ **TS-240 Multi-feed** **No. of Scanners** _____

☐ **Opex (Must Complete Opex Job Setup Document)**

Scanner Location:

_____

Lockbox Web Delivery Users:

Name	Email Address

Special Instructions:

_____

_____

_____

_____

This EXHIBIT is made pursuant to that TREASURY MANAGEMENT SERVICES AGREEMENT (as the same may be modified or amended from time to time, the "Master Agreement") by and between CADENCE BANK, N.A. ("Cadence") and the below-identified company ("Client"), the GENERAL TERMS of which are incorporated by reference. In the event of a conflict between the terms of this EXHIBIT and the terms of the Master Agreement, the terms of this EXHIBIT shall control except where specifically indicated otherwise in Master Agreement.

COMPANY LEVEL INFORMATION

☐ New ☐Maintenance

Company Name: _____ Existing Allegro Company ID: _____

Master Billing Account: _____

ACCOUNT LEVEL INFORMATION

Assignment #	Incoming[1]	Outgoing	Reporting Bank Name *applies for incoming only*	KNG Number *applies for outgoing only*	ABA Number or BIC Code	Account Number *Include leading zeros if applicable*
1	☐	☐				
2	☐	☐				
3	☐	☐				
4	☐	☐				
5	☐	☐				
6	☐	☐				
7	☐	☐				
8	☐	☐				
9	☐	☐				
10	☐	☐				

[1] *Please report the information using Fiserv catalog number **KNG39076** if you are reporting in BAI format for incoming only.*

Special Instructions: _____

AUTHORIZED USER LEVEL ENTITLEMENTS	
Authorized User Detail **Unique Email and Cell Phone Required*	**Accounts** Enter Assignment Number from Account Level Assignments Section
Name: _____ **Email:*** _____ Work Ph: _____ **Cell:*** _____ Department:	
Name: _____ **Email:*** _____ Work Ph: _____ **Cell:*** _____ Department:	
Name: _____ **Email:*** _____ Work Ph: _____ **Cell:*** _____ Department:	
Name: _____ **Email:*** _____ Work Ph: _____ **Cell:*** _____ Department:	
Name: _____ **Email:*** _____ Work Ph: _____ **Cell:*** _____ Department:	
Name: _____ **Email:*** _____ Work Ph: _____ **Cell: *** _____ Department:	
Name: _____ **Email:*** _____ Work Ph: _____ **Cell:*** _____ Department:	
Name: _____ **Email:*** _____ Work Ph: _____ **Cell:*** _____ Department:	

Treasury Management Services Agreement

☐New ☐Delete ☐Additional

FILE TRANSMISSION EXHIBIT

Company Name: Click here to enter text. **Customer ID** (existing setup): Click here to enter text.

Address: Click here to enter text. City: Click here to enter text. State: Click here to enter text. Zip: Click here to enter text.

Service, In/Out, Transfer Type, Accounts – Services determined by selections for In/Out; select transfer type and enter the account numbers

Service	Incoming	Outgoing	FTPS	Allegro[1]	Requested Start	Account	Account	Account	Account	Transmission Notifications Contact
Analysis 822		☐	☐	☐	Enter a date.	Enter account here.	Enter account here.	Enter account here.	Enter account here.	Enter name & email address.
ACH (Origination)	☐		☐	☐	Enter a date.	Enter account here.	Enter account here.	Enter account here.	Enter account here.	Enter name & email address.
ACH (Returns; NOC)		☐	☐	☐	Enter a date.	Enter account here.	Enter account here.	Enter account here.	Enter account here.	Enter name & email address.
ARP/Positive Pay	☐	☐	☐	☐	Enter a date.	Enter account here.	Enter account here.	Enter account here.	Enter account here.	Enter name & email address.
ARP w/Images	☐	☐	☐	☐	Enter a date.	Enter account here.	Enter account here.	Enter account here.	Enter account here.	Enter name & email address.
BAI CD (wires)		☐	☐	☐	Enter a date.	Enter account here.	Enter account here.	Enter account here.	Enter account here.	Enter name & email address.
BAI PD		☐	☐	☐	Enter a date.	Enter account here.	Enter account here.	Enter account here.	Enter account here.	Enter name & email address.
EDI (Origination)	☐		☐	☐	Enter a date.	Enter account here.	Enter account here.	Enter account here.	Enter account here.	Enter name & email address.
EDI (ACH Addenda)		☐	☐	☐	Enter a date.	Enter account here.	Enter account here.	Enter account here.	Enter account here.	Enter name & email address.
Lockbox	☐	☐	☐	☐	Enter a date.	Enter account here.	Enter account here.	Enter account here.	Enter account here.	Enter name & email address.
RMT Lockbox	☐	☐	☐		Enter a date.	Enter account here.	Enter account here.	Enter account here.	Enter account here.	Enter name & email address.
ICL	☐	☐	☐	☐	Enter a date.	Enter account here.	Enter account here.	Enter account here.	Enter account here.	Enter name & email address.
OS Disbursement	Complete the SunGard FTP form									
Payroll Card	☐	☐	☐		Enter a date.	Enter account here.	Enter account here.	Enter account here.	Enter account here.	Enter name & email address.
Return Items		☐	☐	☐	Enter a date.	Enter account here.	Enter account here.	Enter account here.	Enter account here.	Enter name & email address.
Vault	☐	☐	☐		Enter a date.	Enter account here.	Enter account here.	Enter account here.	Enter account here.	Enter name & email address.
Wires-Batch	*	*			Enter a date.	Enter account here.	Enter account here.	Enter account here.	Enter account here.	Enter name & email address.
Wires-Drawdown	☐		☐	☐	Enter a date.	Enter account here.	Enter account here.	Enter account here.	Enter account here.	Enter name & email address.

* denotes future release; [1]Allegro Web-based File Transfers (upload/download)

FTPS (File Transfer Protocol/SSL [Secure]) Credentials:

☐Client Accesses Bank Server (Pull) Client's URL or IP Address:
ID/Password: Enter here

☐ Bank Accesses Client's Server (Push) Client's URL or IP Address: Enter here
ID/Password: Enter here

☐ Third Party Files (OSD, Payroll) Third Party Name: Enter here
Payment Type: ☐ Check ☐ ACH ☐ Both

CADENCE BANK

Incoming FTPS Transmission Confirmation

☐ Email notification message only ☐ Echo file back to sender only ☐ Both email notification message & echo file back to sender

Client Technical Company Contact:

Name: Enter here

Phone: Enter here

Email: Enter here

Special Instructions:

Cadence Bank's Standard SFTP File Name Conventions				
Service	Allegro Company Code	Service Input/Output	Date & Time	Example File Name
ACH	*name*	*ACHi*	*mmddyyhhmmss*	***name.ACHi.052912132600***
ACH	*name*	*ACHo*	*mmddyyhhmmss*	***name.ACHo.052912132600***
AA 822	*name*	*ANAo*	*mmddyyhhmmss*	***name.ANAo.052912132600***
ARP/PP	*name*	*POSi*	*mmddyyhhmmss*	***name.POSi.052912132600***
ARP	*name*	*ARPo*	*mmddyyhhmmss*	***name.ARPo.052912132600***
ARP w/Images	*name*	*ARPWIo*	*mmddyyhhmmss*	***name.ARPWIo.052912132600***
BAI CD	*name*	*BCDo*	*mmddyyhhmmss*	***name.BCDo.052912132600***
BAI PD	*name*	*BPDo*	*mmddyyhhmmss*	***name.BPDo.052912132600***
Drawdown	*name*	*DRAWi*	*mmddyyhhmmss*	***name.DRAWi.052912132600***
EDI	*name*	*EDIi*	*mmddyyhhmmss*	***name.EDIi.052912132600***
EDI	*name*	*EDIo*	*mmddyyhhmmss*	***name.EDIo.052912132600***
ICL	*None*	*ICLi*	*mmddyyhhmmss*	***name.ICLi.031517190000***
ICL	*None*	*ICLo*	*mmddyyhhmmss*	***name.ICLo.031517190000***
Lockbox	*name*	*LBXi*	*mmddyyhhmmss*	***name.LBXi.052912132600***
Lockbox	*name*	*LBXo*	*mmddyyhhmmss*	***name.LBXo.052912132600***
P/R Card	*name*	*PAYi*	*mmddyyhhmmss*	***name.PAYi.052912132600***
P/R Card	*name*	*PAYo*	*mmddyyhhmmss*	***name.PAYo.052912132600***
R/Items	*	*RETo*	*mmddyyhhmmss*	***name.RETo.052912132600***
Vault	*name*	*VAUi*	*mmddyyhhmmss*	***name.VAUi.052912132600***
Vault	*name*	*VAUo*	*mmddyyhhmmss*	***name.VAUo.052912132600***
Wires	*	*WIRi*	*mmddyyhhmmss*	***name.WIRi.052912132600***
Wires	*	*WIRo*	*mmddyyhhmmss*	***name.WIRo.052912132600***
OSD	*name (Client sends direct to SG)*	*OSDi*	*mmddyyhhmmss*	***name.OSDi.052912132600***

TMO:_____ Client Initials:_____ Date:

CADENCE BANK

Treasury Management Services Agreement

☐New ☐Delete ☐Additional ☐Replace Users

FUNDS TRANSFER WRITTEN OR TELEPHONE SERVICE EXHIBIT – PAGE 1

SCOPE: All funds transfers sent by Treasury Management customers, by any procedure, are governed by the Treasury Management Master Services Agreement. This Specification sets forth the security procedures for payment orders that you may request by contacting Treasury Management in writing or by telephone.

Note: All clients will be provided with a Caller ID and Pin for phone in wire security.

AUTHORIZED REPRESENTATIVES

Listed below are the names of the Authorized Representatives, the transfer amounts to which each is listed is limited (if any) and the account numbers from which each is authorized to issue, verify, or both issue and verify payment order for the transfer of funds. (We strongly discourage you from granting authority to both issue and verify payment orders to the same person). Please indicate the level of authority by completing the information next to each Authorized Representative's name. If authority is not to be granted for a specific function, indicate "$0"

AUTHORIZED REPRESENTATIVE SIGNATURE		ACCOUNTS TO ACCESS	NON-REPETITIVE LIMIT*	REPETITIVE LIMIT*	VERIFICATION LIMIT*	VERIFY OWN (Y/N)
Printed Name	Phone Number					
X SIGNATURE						

AUTHORIZED REPRESENTATIVE SIGNATURE		ACCOUNTS TO ACCESS	NON-REPETITIVE LIMIT*	REPETITIVE LIMIT*	VERIFICATION LIMIT*	VERIFY OWN (Y/N)
Printed Name	Phone Number					
X SIGNATURE						

AUTHORIZED REPRESENTATIVE SIGNATURE		ACCOUNTS TO ACCESS	NON-REPETITIVE LIMIT*	REPETITIVE LIMIT*	VERIFICATION LIMIT*	VERIFY OWN (Y/N)
Printed Name	Phone Number					
X SIGNATURE						

AUTHORIZED REPRESENTATIVE SIGNATURE		ACCOUNTS TO ACCESS	NON-REPETITIVE LIMIT*	REPETITIVE LIMIT*	VERIFICATION LIMIT*	VERIFY OWN (Y/N)
Printed Name	Phone Number					
X SIGNATURE						

Treasury Management Services Agreement

☐New ☐Delete ☐Additional ☐Replace Users

FUNDS TRANSFER WRITTEN OR TELEPHONE SERVICE EXHIBIT – PAGE 2

ACCOUNTS

Account Number	Account Name	E-mail Address for Advices	Notification		
			No Advice	E-mail Advice	Fax**
				Additional Fee will be applied if selected	
			☐	☐Incoming ☐Outgoing ☐Both	☐Incoming ☐Outgoing ☐Both

Account Number	Account Name	E-mail Address for Advices	Notification		
			No Advice	E-mail Advice	Fax**
				Additional Fee will be applied if selected	
			☐	☐Incoming ☐Outgoing ☐Both	☐Incoming ☐Outgoing ☐Both

Account Number	Account Name	E-mail Address for Advices	Notification		
			No Advice	E-mail Advice	Fax**
				Additional Fee will be applied if selected	
			☐	☐Incoming ☐Outgoing ☐Both	☐Incoming ☐Outgoing ☐Both

Account Number	Account Name	E-mail Address for Advices	Notification		
			No Advice	E-mail Advice	Fax**
				Additional Fee will be applied if selected	
			☐	☐Incoming ☐Outgoing ☐Both	☐Incoming ☐Outgoing ☐Both

**Fax Contact: _____ Fax Number: _____

If adding additional accounts, do all existing users have access to the above accounts? ☐YES ☐ NO

If "NO", please specify: _____

SPECIAL INSTRUCTIONS:

_____

_____

_____

TMO: _____

Client Initials: _____

CADENCE BANK	INFORMATION REPORTING EXHIBIT NEW ENROLLMENT	**Treasury Management** DOC NO: TM-NA-EXH-26 REV: 07

This EXHIBIT is made pursuant to that TREASURY MANAGEMENT SERVICES AGREEMENT (as the same may be modified or amended from time to time, the "Master Agreement") by and between CADENCE BANK, N.A. ("Cadence") and the below-identified company ("Client"), the GENERAL TERMS of which are incorporated by reference. In the event of a conflict between the terms of this EXHIBIT and the terms of the Master Agreement, the terms of this EXHIBIT shall control except where specifically indicated otherwise in Master Agreement.

COMPANY LEVEL INFORMATION

Company Name: _____ Company ID: _____

Note: **Allegro Multi-Factor Authentication (MFA) Required for All Users**
In addition to a User's password, this extra security measure requires the User to verify their identity by receiving a One-Time PIN via Mobile Phone or unique email address. MFA is utilized at Allegro login and when changing User Personal Profile information.

ACCOUNT LEVEL ENTITLEMENTS

Assignment #	Account Number	Account Nickname 36 Characters Max	Services			Reports / Statements				
			Previous Day[1]	Current Day[1]	Internal Transfer*	ACH EDI	822 Analysis	Integrated Reporting: ACH	Integrated Reporting: Wires	Integrated Reporting: Check
1			☐	☐	☐	☐	☐	☐	☐	☐
2			☐	☐	☐	☐	☐	☐	☐	☐
3			☐	☐	☐	☐	☐	☐	☐	☐
4			☐	☐	☐	☐	☐	☐	☐	☐
5			☐	☐	☐	☐	☐	☐	☐	☐
6			☐	☐	☐	☐	☐	☐	☐	☐
7			☐	☐	☐	☐	☐	☐	☐	☐
8			☐	☐	☐	☐	☐	☐	☐	☐
9			☐	☐	☐	☐	☐	☐	☐	☐
10			☐	☐	☐	☐	☐	☐	☐	☐

[1]*All Users will default to Previous and Current Day if selected at Account Level*

*Internal Transfer: **All accounts will default to Standard, which requires one person to make a transfer, unless Dual Approval is selected.**

☐ **Dual Approval**: Requires two users to transfer. One to initiate, and the second to approve. All Users will default to approve unless noted in Special Instructions.

Special Instructions: _____

AUTHORIZED USER LEVEL ENTITLEMENTS

Authorized User Detail **Unique Email and Cell Phone Required*	**Administrator**[2]	**Accounts** Enter Assignment Number from Account Level Assignments Section	**Internal Transfer**	**Reports / Statements**					
				Analysis	ACH EDI	822 Analysis	Integrated Reporting: ACH	Integrated Reporting: Wires	Integrated Reporting: Check
Name: _____ **Email:*** _____ Work Ph: _____ **Cell:*** _____ Department:	☐		☐	☐	☐	☐	☐	☐	☐
Name: _____ **Email:*** _____ Work Ph: _____ **Cell:*** _____ Department:	☐		☐	☐	☐	☐	☐	☐	☐
Name: _____ **Email:*** _____ Work Ph: _____ **Cell:*** _____ Department:	☐		☐	☐	☐	☐	☐	☐	☐
Name: _____ **Email:*** _____ Work Ph: _____ **Cell:*** _____ Department:	☐		☐	☐	☐	☐	☐	☐	☐
Name: _____ **Email:*** _____ Work Ph: _____ **Cell:*** _____ Department:	☐		☐	☐	☐	☐	☐	☐	☐
Name: _____ **Email:*** _____ Work Ph: _____ **Cell:*** _____ Department:	☐		☐	☐	☐	☐	☐	☐	☐
Name: _____ **Email:*** _____ Work Ph: _____ **Cell:*** _____ Department:	☐		☐	☐	☐	☐	☐	☐	☐
Name: _____ **Email:*** _____ Work Ph: _____ **Cell:*** _____ Department:	☐		☐	☐	☐	☐	☐	☐	☐

[2] System Administrators can perform password resets, enable users, view audit history, approve templates after the initial company setup. For contingency purposes, Cadence Bank, N.A. requires a minimum of two Administrators.

CADENCE BANK	INVESTMENT SWEEP SERVICES EXHIBIT	**Treasury Management** DOC NO: TM-INVSWP-EXH-01 REV: 01

COMPANY LEVEL INFORMATION

☐ ICS Demand ☐ ICS Savings ☐ CDARS ☐ Fidelity (FIGXX) ☐ Dreyfus (DGCXX) ☐ Dreyfus (DIRXX)

Company Name:		Company Tax ID:	
Master Billing Account No:		Operating Account No:	
Street Address:		City, State & Zip:	
Company Contact Name:		Company Contact Email:	
Country of Citizenship/Incorporation:			

INVESTMENT SWEEP INFORMATION

Cadence Bank Funding Account No:		Cadence Bank Cost Center:	
Account Title:			
Target Balance*:			
Cash Manager Account No*:			
ICS Program Rate (APR)**:		Approved By:	

**Only applies to ICS Demand, Fidelity or Dreyfus Investment Sweeps. ICS Demand requires $250,000 Target Balance.*

***Only applies to ICS Demand, ICS Savings or CDARS. Must be approved by Tell Allessio or another member of ALCO.*

Existing CDARS or ICS Client: ☐ Yes ☐ No

Client Class: ☐ Individual/Joint/Revocable Trust ☐ Estate/Irrevocable Trust ☐ Corporation/LLC ☐ Sole Proprietorship
☐ Partnership/Limited Liability Partnership ☐ Non-Profit Institution ☐ Clubs & Associations ☐ Public Entity
☐ Foreign Government ☐ Savings Bank/Credit Union ☐ Other Bank/Financial Institution

Client Exclusions:
There is no need to exclude institutions that currently hold your funds through the CDARS or ICS service. Providing the same Tax ID for each of your CDARS or ICS accounts will enable the location of your current placement(s) to be recognized. These institutions will automatically be excluded from future placements.

Bank:	**Routing Number:**	**City, State:**

Special Instructions: _____

TMO: _____ RM:_____ Client Initials: _____ Date: _____

Revised 03/17/20

CADENCE BANK	LOAN SERVICES SWEEP EXHIBIT	**Treasury Management** DOC NO: TM-LNSWP-EXH-01 REV: 01

COMPANY LEVEL INFORMATION

Company Name:		Company Tax ID:	
Master Billing Account No:		Operating Account No:	
Street Address:		City, State & Zip:	
Company Contact Name:		Company Contact Email:	
Country of Citizenship/Incorporation:			

LOAN SWEEP INFORMATION

Loan Booked On: ☐ Tempo ☐ ACBS – requires loan sweep number (SLS Team) & complete page 2 of exhibit

Loan Sweep No: _____ Loan Amount: _____

Loan Payment Option: ☐ Principal Only (Default) ☐ Interest and Principal

Facility Account Number: _____

Facility Account has Loan/Inv Sweep? ☐ Yes ☐ No

TRANCHE INSTRUCTIONS

TRANCHE NUMBER[1]	TRANCHE AMOUNT	Add to Information Reporting[2]	NEW LOAN ADD/CONVERSION
		☐Yes	☐Delete ☐ Add/Convert
		☐Yes	☐Delete ☐ Add/Convert
		☐Yes	☐Delete ☐ Add/Convert
		☐Yes	☐Delete ☐ Add/Convert
		☐Yes	☐Delete ☐ Add/Convert
		☐Yes	☐Delete ☐ Add/Convert
		☐Yes	☐Delete ☐ Add/Convert
		☐Yes	☐Delete ☐ Add/Convert
		☐Yes	☐Delete ☐ Add/Convert
		☐Yes	☐Delete ☐ Add/Convert

[1] SLS Team - if adding new Tranches or deleting existing Tranches onto ACBS – Notify Treasury Management at treasurymanagement@cadencebank.com to allow Customer viewing access in Allegro.

[2] Treasury Management – Updates Reporting to reflect existing and/or cancelled Tranche Loans.

Special Instructions: _____

Please attach an Account Structure Diagram depicting the flow of funds from one account to the next.

NOTE: LOAN SWEEPS REQUIRE POSITIVE PAY AND ACH POSITIVE PAY FOR ALL ACCOUNTS THAT WILL BE FUNDED BY THE SWEEP, INCLUDING ZBA'S. NEW SWEEPS ARE EFFECTIVE NO LATER THAN 10 DAYS AFTER LOAN CLOSING.

TMO: _____ Lender:_____ Client Initials: _____ Date: _____

Revised 08/12/19

Treasury Management Services Agreement

☐New Set-up ☐Delete Set-up ☐ Additional ☐Replacement

NIGHT DEPOSITORY SERVICE EXHIBIT

Client requests the use of certain of the facilities operated by Bank for the purposes of accepting deposits from the Bank's clients after normal business hours. Bank will remove all bags from the Night Depository Facility on the next business day following the day of deposit. Client authorizes Bank to open each bag deposited in the facility, bank will verify each deposit and will credit the face value of the currency, coin and negotiable instruments which Bank finds in each locked and/or sealed bag to the account Client has designated on the deposit slip. Bank will enclose an imprinted copy or validated receipt of the deposit slip in the empty bag to be returned to the Client. In some instances, the Client may request that the contents of the locked bag be verified the next day in the presence of a person designated by the Client. Their use of the Night Depository is purely for the convenience and safety of overnight storage.

SERVICE

☐ Bank will process each bag left in the Night Depository facility.

☐Bank will only process the bag in the presence of an Authorized Representative of the customer or upon receipt of written instructions from an Authorized Representative of Customer to open the bag(s) and make the deposit(s).

DEPOSITORY BAGS

The undersigned hereby acknowledge the receipt of the following items (completed where applicable):

Reusable locked bag(s) with keys numbered:

BAG NUMBER	KEY NUMBER

BAG DEPOSIT AND RELEASE

☐Any agent or representative of the Customer may deliver or pick up depository bags. Refer to Night Depository Service Release Amendment.

☐ Depository bags may only be deposited and/or retrieved on behalf of the Customer by the Authorized Representative listed below:

NAME	SIGNATURE	NAME	SIGNATURE

EXCEPTION HANDLING: In the event of a discrepancy, Bank will credit the account designated below for an overage, or debit the account for a shortage. A supervisor will verify differences between the actual amount and the amount shown on the deposit ticket. In the case of a difference which is greater than the maximum discrepancy listed below, bank will notify the designated contact.

Discrepancies between amount t(s) listed on deposit slip and amounts of currency and monetary instruments in the bag.

Call _____ at _____ if the amount of difference is $_____ or more before processing the deposit(s).

Evidence of tampering with the night deposit bag(s).

Call _____ at _____ before processing the deposit if there is any evidence of tampering with bag(s).

Client Initials: _____

Other Procedures

_____

_____

COMPANY CONTACT INFORMATION

Name: _____ E-mail Address: _____

Phone Number: _____ Fax Number: _____

Address: _____

Client has required that any of its employees, agents or representatives be allowed to deliver or pick up deposit bags from the Bank, without Bank's inspection of or inquiry into the identity of the person(s) purporting to represent the Client. Bank has agreed to this procedure, but only upon the condition that Bank is absolved from any liability for the bags or their contents once the bag is given to an individual who purports to represent the Client. Therefore, the Client and the Bank hereby agree as follows:

Bank is not required to obtain sample signatures of the Client's Authorized Representatives.

Notwithstanding anything in the Agreement or any exhibit or other amendment thereto, Client agrees that Bank may receive Clients bags from any person or courier and may deliver any of the Client's bags to any person or courier who purports to represent Client. Bank has no duty to inquire into the identity of such person or courier or to determine whether such person or courier actually represents Client.

Client hereby agrees that Bank will have no liability whatsoever, to any person, once the Bank Deposit Bags leave the custody of the Bank.

Account Title: _____

TMO: _____

Client Initials: _____

CADENCE BANK	ONLINE WIRES EXHIBIT NEW ENROLLMENT	**Treasury Management** DOC NO: TM-WRE-EXH-05 REV: 03

This EXHIBIT is made pursuant to that TREASURY MANAGEMENT SERVICES AGREEMENT (as the same may be modified or amended from time to time, the "Master Agreement") by and between CADENCE BANK, N.A. ("Cadence") and the below-identified company ("Client"), the GENERAL TERMS of which are incorporated by reference. In the event of a conflict between the terms of this EXHIBIT and the terms of the Master Agreement, the terms of this EXHIBIT shall control except where specifically indicated otherwise in Master Agreement.

COMPANY LEVEL INFORMATION

Company Name: _____

Master Billing Account No: _____ Existing Allegro Company ID: _____

COMPANY LEVEL ENTITLEMENTS

Transaction Security - Dual Control Options for Online Initiated Wires:

☐ **Option 1 – Template and Transactional:** Requires two (2) Users involved in the setup of semi-repetitive and repetitive templates. Requires two (2) or more Users involved in a transaction, regardless if initiated wire is non-repetitive, semi-repetitive or repetitive.

☐ **Option 2 – Template:** Requires two (2) Users involved in the setup of semi-repetitive and repetitive templates. Requires one (1) User to initiate and release repetitive and semi-repetitive wires. Requires two (2) Users to initiate and release non-repetitive wires.

Company Maximum Daily Release Limit: _____ ☐ Unlimited

NOTE: All wire transaction types will be auto-assigned at the client level, unless noted in special Instructions. Wire transaction types include domestic repetitive, semi-repetitive, non-repetitive, semi-repetitive tax, internal transfer, international U.S. Dollars and international foreign currency.

ACCOUNT LEVEL ENTITLEMENTS

Asgmnt#	Account Number	Account Name
1.		
2.		
3.		
4.		
5.		
6.		
7.		

AUTHORIZED USER LEVEL ENTITLEMENTS **All users listed below will be defaulted to create a Template and enter Wire transactions**	**Accounts** (*Enter assignment number from previous section*)	**Token**[1] Smart Ph.	**Token**[1] Physical	**Template Function** Approve	**Transaction User Roles** Approve/Release[1]
Username: _____ Email: _____ Work Ph: _____ Cell: _____ Token Address:		☐	☐	☐	☐
Username: _____ Email: _____ Work Ph: _____ Cell: _____ Token Address:		☐	☐	☐	☐

[1] *Authorized Users with Approve/Release capability will be assigned a token.*

AUTHORIZED USER LEVEL ENTITLEMENTS – cont'd **All users listed below will be defaulted to create a Template and enter Wire transactions**	**Accounts** (*Enter assignment number from previous section)*	**Token**[1]		**Template Function**	**Transaction User Roles**
		Smart Ph.	Physical	Approve	Approve/ Release[1]
Username: _____ Email: _____ Work Ph: _____ Cell: _____ Token Address:		☐	☐	☐	☐
Username: _____ Email: _____ Work Ph: _____ Cell: _____ Token Address:		☐	☐	☐	☐
Username: _____ Email: _____ Work Ph: _____ Cell: _____ Token Address:		☐	☐	☐	☐
Username: _____ Email: _____ Work Ph: _____ Cell: _____ Token Address:		☐	☐	☐	☐

NOTE: Unless noted in special instructions, the user level limits for all transaction types will be automatically set to unlimited as the company maximum daily account release limit shall govern.

For contingency purposes, all Authorized Users will be assigned a wire pin and wire pin passcode for telephone-initiated wires, which requires each User to activate upon receipt.

Special Instructions: _____

☐ NEW CLIENT ☐ MODIFICATION TO EXISTING SETUP
☐ CANCEL SERVICE

Client ID Name (Allegro Short Name): _____ **Requested Production Date:** _____

Primary Bank Contact Name: _____ Secondary Bank Contact: _____
Phone Number: _____ Contact Phone Number: _____

Actual production date to be reviewed and agreed upon by all parties. / Email to: FIS.Implementations@fisglobal.com

CUSTOMER INFORMATION

Client Name: _____
Legal Address: _____
City/State/ZIP: _____

Client Contacts:
Primary _____ Secondary _____
Email: _____ Email: _____
Phone: _____ Phone: _____

Technical Contact: _____ Fax: _____
Phone: _____ Email: _____

ACCOUNT INFORMATION

Accounts:

Attach an additional sheet if there are more than 5 accounts.

No.	Account Name	Account Number	ABA	Checks	ACH	PNE	Billing
1			☐062206295 Standard ☐062204006 CDA	☐	☐	☐	☐
			☐Other:	☐	N/A	☐	☐

PAYABLES SERVICES- GENERAL

1. **What type of payments will the customer be initiating?** ☐ Payables ☐ Payroll ☐ Other

2. **How will the customer be sending in their file?**
   ☐ Automated* (i.e. FTP Transmission going directly to the **Payables Operations Team/SunGard**)

   OR

   ☐Manually (uploading file through the **Payables** website)

*Automated transmission also requires the completion of SunGard FTP Setup Form

3. **If not PLB; what accounting software is the customer currently utilizing (Select one of the following)?**

☐ SAP ☐ Baan
☐ JD Edwards ☐ Oracle
☐ Peoplesoft ☐ Other – Job Boss

4. **File Naming convention** _____

5. **Control totals:** ☐ **Yes** ☐ **No** **How are control totals entered?** ☐ **Manual** ☐ **File** ☐ **N/A**
6. **Remittance Overflow** ☐ **Yes** ☐ **No** **Leading/Trailing Zeroes?** ☐ **Yes** ☐ **No**
7. **Special Chars in file** ☐ **Yes** ☐ **No** **If so, what type?** _____
8. **Negative invoices in file?** ☐ **Yes** ☐ **No** **If negative, what format?** _____

9. **ACH Conversion of paper checks, i.e. PayNetExchange (PNE)?** ☐ **Yes** ☐ **No**

If yes, request registration of payee(s) via:

☐Mailing ☐Check Inserts	☐Email

10. **Card Conversion of paper checks, i.e. PayNetExchange (PNE)?** ☐ **Yes** ☒ **No**

If yes, request registration of payee(s) via:

☐Mailing ☐Check Inserts	☐Telemarketing ☐Email

PAYABLES SERVICES- PAYMENT INFORMATION

CHECKS

1. **Positive Pay Service Requirements**

Will the customer need an Issue file to be sent on their behalf for Positive Pay purposes?

☐ Yes

2. **Check Printing & Volume**

Next Day printing is standard. For Same Day printing, approval is required by Product Management.

Customer may choose both Next Day and Same Day printing options - separate volume estimates are needed.

☐ Next Day Estimated Payment Volume (per month): 450
☐ Same Day - Regular Estimated Payment Volume (per month): *N/A*

Same Day Printing Approved By: *N/A* Date: *N/A*
(Product Manager's Name)

ACH

1. **Volume**

   Estimated Payment Volume (per month): _____

2. **Remittances** – *Select all that apply* ☐ U.S. Mail ☐Web Presentment
3. **Accounts**

No. (from Account Info section)	ACH Company ID*	ACH Company Name*	ACH Company Entry Description
Click to enter number.	Click to enter number.	Click to enter name.	

**ACH Company ID typically consists of the customer's tax ID preceded by a number that can consist of 1-9.*

**ACH Company Name should consist of 16 characters or less.*

☐ACH Credits ☐ACH Debits ☐ACH Credits & Debits

1. **ACH Payment Account Options**

Immediate Destination Number:

Immediate Destination Name:

Immediate Origin Number:

Immediate Origin Name:

USERS

All information required except the User ID for new users.

Allegro! User ID (if existing)	User Name	User Email	Role
			☐Administrator ☐User
			☐Administrator ☐User
			☐Administrator ☐User
			☐Administrator ☐User
			☐Administrator ☐User
For Bank Use Only			
Allegro Comp. ID:			

CADENCE BANK

SIGNATURE/LOGO DIGITIZATION AUTHORIZATION

The following information is required to authorize Online Payables to digitally reproduce images for your company; please complete in full.

Authorized by: ***(signature required)***

Signature: _____

Name: _____

Title: _____

Company: _____

Address: _____

City, State, Zip: _____

Phone & Fax: _____

Contact (if different):

Name: _____

Title: _____

Phone & Fax: _____

Email: _____

Check, if attached:

____ **Logo(s):** Attach camera ready artwork for logos in the exact size you want it to appear on your form.

____ **Additional Signature(s):** Attach separate form if more signatures are required.

Signature(s) to be digitized:

Sign with ***black ballpoint pen***.

>>>Be sure to keep signature in the box!<<<

Print Name of Signature(s)

◎	**ITEMS REQUIRED FOR BEGINNING IMPLEMENTATION:**
	1. Sample Datafile with a minimum of 25 records. *If your form is to have Direct Deposit or Overflow Remittance lines, those scenarios must be included in the datafile.*
	2. Record Layout (Field Structure/Mapping) that matches the Sample Datafile exactly.
	3. Mock-up of how you want the form to look; identify the fields by field number from your record layout. *May be an old invoice, check or current check sample (voided) to identify fields, if applicable.*
	4. Original Signatures signed with black ballpoint pen on Signature/Logo digitizing authorization form. *If multiple signatures are to be used, indicate which signature is to appear on all checks, and which signatures(s) are to appear only on checks over a particular amount (indicate amount).*
	5. Camera-Ready Artwork for Logo (300 DPI) *Must be in the exact size you want it to appear on your documents (Medium Resolution)*
	6. FTP Inbound Set Up Form *(If applicable)*
	7. Vendor Master File (required if Vendor Enablement Campaign is being setup) **Data Elements Required in Excel Spreadsheet:** Vendor ID *(50 Character Limit)* Recipient Name *(100 Character Limit)* Recipient Address 1 *(70 Character Limit)* Recipient Address 2 *(70 Character Limit)* Recipient Address 3 *(70 Character Limit)* Recipient City *(70 Character Limit)* Recipient State *(2 Character Limit)* Recipient ZIP *(10 Character Limit)* Recipient Contact Name 1 *(100 Character Limit)* Recipient Contact Phone 1 *(20 Character Limit)* Recipient Email Address 1 *(50 Character Limit)* Recipient Contact Name 2 *(100 Character Limit)* Recipient Contact Phone 2 *(20 Character Limit)* Recipient Email Address 2 *(50 Character Limit)* Vendor Tax ID *(10 Character Limit)* Number of Payments per 12 mo. *(18 Character Limit)* Sum of Payments per 12 mo. *(18 Character Limit)* Current Payment Method *(10 Character Limit)*

PAYABLES LOCKBOX EXHIBIT

SECTION 1: Client Information - Initial Information need to start client service setup			
Allegro! ID:	Click here to enter text.		
Client Name:	Click here to enter text.		
PLB Code:	Click here to enter text.		
Client Website:	Click here to enter text.		
Company Display Name:	Click here to enter text.		
Company Display Name Plural:	Click here to enter text.		
Tax ID:	Click here to enter text.		
Billing Account:	Click here to enter text.		
The address provided below will be the return address printed on the checks sent to vendors			
Address Line 1:	Click here to enter text.		
Address Line 2:	Click here to enter text.		
City, State, Zip Code:	Click here to enter city	Click here to enter state	Click here to enter zip code
Client Implementation Call:	Click here to enter text.		
Client Contact Email & Phone:	Click here to enter text.		
Implementation Call Date:	Click here to enter text.		
Utilizing Outsourced Disbursements:	☐		
SECTION 2: Postal Lockbox Information -This information is used to establish the postal lockbox and will be the new address that vendors will use to mail invoices. The address must be dispersed to all vendors as your new invoice address. Use this checkbox ☐ to indicate if no postal lockbox services will be used.			
Address Line 1:	Click here to enter text.		
Address Line 2:	Click here to enter text.		
City, State, Zip Code:	Click here to enter city	Click here to enter city	Click here to enter city
SECTION 3: Email Information - This information will be used to establish an email account for clients and vendors to email invoices. The address must be dispersed to client and vendors. Use this check box ☐ to indicate no email services will be utilized. Below enter client's domain email name and the bank will adjust to ensure uniqueness.			
Click here to enter client email domain	@cadence.payableslockbox.com		
Existing Invoice Email Information. This information is needed to support where existing email accounts vendors use to submit invoices will be forwarded to the new email address.			
Click here to enter email address	Click here to enter email address		
SECTION 4: Accounting System Information - This information will be used to determine functionality available to the client as well as invoice configuration presented in the invoice details section to client users. Clients may have more than one accounting system			
Accounting System	Click here to enter accounting system	Version	Click here to enter accounting system version
Accounting System	Click here to enter accounting system	Version	Click here to enter accounting system version
SECTION 5: Additional Client Permissions (for completion by Client Support Only) - This section will be inserted by Client Support based on accounting system and client specifics captured during the client implementation call.			
Basic Permissions:	Click here to enter text.		
Invoice:	Click here to enter text.		
Invoice Management:	Click here to enter text.		
Advanced:	Click here to enter text.		
Approval Process:	Click here to enter text.		
Payment:	Click here to enter text.		
Dashboard:	Click here to enter text.		
SECTION 6: Invoice Configuration (for completion by Client Support Only) - Client Support based on accounting system and client specifics captured during the client implementation call will insert this section. Attach a separate sheet if additional invoice configurations are needed.			

Invoice Configuration Name:	Click here to enter name
Invoice Number	
Invoice Number Regex Validation:	Click here to enter text – example: {0,12.$}
Invoice Number Error Message:	Click here to enter text – example: 12 Characters Max
Transaction Date	
Transaction Date Enabled:	☐
Transaction Date Required:	☐
Transaction Date Display Label:	Click here to enter text.
Transaction Date Default:	Click here to enter text.
Reference Field	
Reference Field Enabled:	☐
Reference Field Required:	☐
Reference Field Display Label:	Click here to enter text – example: Reference
Reference Field Regex Validation:	Click here to enter - example: {0,12.}
Reference Error Message:	Click here to enter text – example: Reference is required
Optional Check Box	
Optional Check Box Enabled:	☐
Optional Checkbox Display Label:	Click here to enter text – example: Executive Review
Vendor Insurance Warning	
Warn on Vendor Insurance Expiring Enabled:	☐
Warn on Vendor Ins Expiring in:	Click here to enter number of days.
Mark As Paid Option	
Enable Auto Check Number:	☐
Check Number Regular Expression:	Click here to enter text - example: {0,12.}
Enable Payment Integration:	☐
Data Entry	
Auto-Generate Invoice Number:	☐
Invoice Number Generator:	Click here to enter text – example: MMDDYY+Last 4 of Account Number
SECTION 7: Approval Step Creation (for completion by Client Support Only) - This information will be used to create the states that invoices can be placed within Payables Lockbox. Client Support, based on results of the client implementation call, will insert this section. Attach a separate sheet if additional approval steps are needed.	
Number of approval steps client will have:	Click here to enter number of approval steps to be created
Step 1 Name:	Click here to enter text – example: Approval Step 1
Step name as it will appear to the client:	Click here to enter text – example: Initial Invoice Recipient
Step Description:	Click here to enter text - example: Initial Invoice Recipient
Step 2 Name:	Click here to enter text – example: Approval Step 2
Step name as it will appear to the client:	Click here to enter text - example: AP Manager – Coding Review
Step Description:	Click here to enter text example: AP Manager – Coding Review
Step 3 Name:	Click here to enter text – example: Approval Step 3
Step name as it will appear to the client:	Click here to enter text – example: Sr. Executive for high dollar invoices
Step Description:	Click here to enter text – example: Sr. Executive for high dollar invoices
Step 4 Name:	Click here to enter text – example: Approval Step 4
Step name as it will appear to the client:	Click here to enter text – example: Controller for Cash Management Review
Step Description:	Click here to enter text - example: Controller for Cash Management Review
Step 5 Name:	Click here to enter text.
Step name as it will appear to the client:	Click here to enter text.
Step Description:	Click here to enter text.
SECTION 8: Role Creation (for completion by Client Support Only) - This information will be used to create the roles that can address each state of the invoice within the system. Client Support, based on results of the client implementation call, will insert this section. Attach a separate sheet if additional roles are needed.	
How many roles will there be?	Click here to enter number of roles to be created

Role 1 Name:	Click here to enter Role name – example: AP Rep Organizational Role: ☐
Step Name:	Click here to enter approval step name – example: Initial Invoice Recipient Permissions: Click here to enter text.
Step Name (Optional):	Click here to enter text – example: AP Manager for Coding Review Permissions: Click here to enter text.
Responsible Step:	Click here to enter step name – example: Initial Invoice Recipient
Role 2 Name:	Click here to enter text – example: AP Manager Organizational Role: ☐
Step Name:	Click here to enter text. Permissions: Click here to enter text.
Step Name (Optional):	Click here to enter text. Permissions: Click here to enter text.
Responsible Step:	Click here to enter text – example AP Manager for Coding Review
Role 3 Name:	Click here to enter text – example: Sr. Exec Organizational Role: ☐
Step Name:	Click here to enter text – example: AP Manager for Coding Review Permissions: Click here to enter text.
Step Name (Optional):	Click here to enter text – example: AP Manager for Coding Review Permissions: Click here to enter text.
Responsible Step:	Click here to enter text.
Role 4 Name:	Click here to enter text – example: Controller Organizational Role: ☐
Step Name:	Click here to enter text – example: AP Manager for Coding Review Permissions: Click here to enter text.
Step Name (Optional):	Click here to enter text – example: AP Manager for Coding Review Permissions: Click here to enter text.
Responsible Step:	Click here to enter text.
Role 5 Name:	Click here to enter text. Organizational Role: ☐
Step Name:	Click here to enter text – example: AP Manager for Coding Review Permissions: Click here to enter text.
Step Name (Optional):	Click here to enter text – example: AP Manager for Coding Review Permissions: Click here to enter text.
Responsible Approval Step:	Click here to enter text.

SECTION 9: Approval Process Creation (for completion by Client Support Only) - This section is used to determine approval steps and any conditions associated with moving an invoice from one state to the next. Clients may have more than one approval process but each company can only have one approval process associated with it. Client Support, based on results of the client implementation call, will insert this section. Attach a separate sheet if additional approval processes are needed.

How many approval processes will this client have?	Click here to enter number of approval processes to be created
Approval Process Name:	Click here to enter process name – example: Standard Approval Process
Approval Process Description:	Click here to enter name – example: AP Clerk > AP Manager > Sr. Exec> Controller> Payment Authorized > Paid
Approval Step 1 Name:	Click here to enter name – example: Initial Invoice Recipient
Upon Approval Go To 1:	Click here to enter next step – example: AP Manager – GL Coding Review # of approvals required: Click here to enter number – example: 1
Upon Approval Go To 2:	Click here to enter next step – example: Sr. Exec for high dollar invoices # of approvals required: Click here to enter number – example: 2
Conditions Upon Approval:	Click here to enter conditions – example, greater than $5K, go to Sr. Exec

	Otherwise, go to: Click here to enter step name – example: AP Manager
Rejected Approvals Go To:	Click here to enter step name
Conditions Upon Rejection:	Click here to enter conditions – example, greater than $5K, go to Sr. Exec Otherwise, go to: Click here to enter step name – example: AP Manager
Approval Step 2 Name:	Click here to enter name – example: AP Manager – Coding Review
Upon Approval Go To 1:	Click here to enter next step – example: AP Manager – GL Coding Review # of approvals required: Click here to enter number – example: 1
Upon Approval Go To 2:	Click here to enter next step – example: AP Manager – GL Coding Review # of approvals required: Click here to enter number – example: 2
Conditions Upon Approval:	Click here to enter step name
Rejected Approvals Go To:	Click here to enter step name
Conditions Upon Rejection:	Click here to enter conditions – example, greater than $5K, go to Sr. Exec Otherwise, go to: Click here to enter step name – example: AP Manager
Approval Step 3 Name:	Click here to enter name – example: Sr. Executive for high dollar invoices
Upon Approval Go To 1:	Click here to enter next step – example: AP Manager – GL Coding Review # of approvals required: Click here to enter number – example: 1
Upon Approval Go To 2:	Click here to enter next step – example: AP Manager – GL Coding Review # of approvals required: Click here to enter number – example: 2
Conditions Upon Approval:	Click here to enter step name
Rejected Approvals Go To:	Click here to enter step name
Conditions Upon Rejection:	Click here to enter conditions – example, greater than $5K, go to Sr. Exec Otherwise, go to: Click here to enter step name – example: AP Manager
Approval Step 4 Name:	Click here to enter name – example: Controller for Cash Management Review
Upon Approval Go To 1:	Click here to enter next step – example: AP Manager – GL Coding Review # of approvals required: Click here to enter number – example: 1
Upon Approval Go To 2:	Click here to enter next step – example: AP Manager – GL Coding Review # of approvals required: Click here to enter number – example: 2
Conditions Upon Approval:	Click here to enter step name
Rejected Approvals Go To:	Click here to enter step name
Conditions Upon Rejection:	Click here to enter conditions – example, greater than $5K, go to Sr. Exec Otherwise, go to: Click here to enter step name – example: AP Manager
SECTION 10: Bank Account Information - This section is the specific the Cadence bank account(s) that will be used to payment the vendors. Attach a separate sheet if additional bank accounts need to be added.	
#1 Bank Account	
Transit Routing Number/ABA (at least one required):	Standard ☐ CDA ☐
Is this a global bank account or only for specific companies?	☐Global ☐Company Specific. If company specific, list companies that will use this account: Click here to enter text.
Bank Reference Name:	Click here to enter text – Example: Operating Account
Account Number:	Click here to enter number
Accounting System External Code:	Click here to enter text.
Minimum Balance (if using Accounting System Balance):	Click here to enter dollar amount – example: $3000
Address Line 1:	Click here to enter text.
Address Line 2:	Click here to enter text.

City, State, Zip Code:	Click here to enter city	Click here to enter state	Click here to enter zip code
#2 Bank Account			
Transit Routing Number/ABA (at least one required):	Standard ☐ CDA ☐		
Is this a global bank account or only for specific companies?	☐Global ☐Company Specific. If company specific, list companies that will use this account: Click here to enter text.		
#3 Bank Account			
Bank Reference Name:	Click here to enter text – Example: Operating Account		
Account Number:	Click here to enter number		
Accounting System External Code:	Click here to enter text.		
Minimum Balance (if using Accounting System Balance):	Click here to enter dollar amount – example: $3000		
Address Line 1:	Click here to enter text.		
Address Line 2:	Click here to enter text.		
City, State, Zip Code:	Click here to enter city	Click here to enter state	Click here to enter zip code
#4 Bank Account			
Bank Reference Name:	Click here to enter text – Example: Operating Account		
Account Number:	Click here to enter number		
Accounting System External Code:	Click here to enter text.		
Minimum Balance (if using Accounting System Balance):	Click here to enter dollar amount – example: $3000		
Address Line 1:	Click here to enter text.		
Address Line 2:	Click here to enter text.		
City, State, Zip Code:	Click here to enter city	Click here to enter state	Click here to enter zip code
SECTION 11: Company/Business Units Setup (for completion by Client Support Only) The second row below indicates the name of your company (i.e. company, association, property, division, etc.). For each company include the details for each business unit below. Client administrators can always add additional business units later. Client support, based on results of the client implementation call, will insert this section. NOTE to Client Support: Some accounting systems allow for this information to be importing during accounting system interface so this section may not need to be completed. Attach a separate sheet for additional companies/business units.			
How many companies/business unit will be setting up:	Click here to enter text.		
#1 - Company/Business Unit Name:	Click here to enter text.		
Accounting System External Code:	Click here to enter text.		
Address Line 1: Check here if the same as above ☐	Click here to enter text.		
Address Line 2:	Click here to enter text.		
City, State, Zip Code:	Click here to enter city	Click here to enter city	Click here to enter city
Accounting System (if client uses multiple accounting systems):	Click here to enter text.		
Accounting Method:	Choose an item.		
If Accounting Method is Accrual, at which approval process step does invoice get added to accounting system:	Click here to enter text. At this step: ☐ or After this step: ☐		
Invoice Configuration:	Click here to enter text.		
Approval Process:	Click here to enter text.		
Auto Add:	Vendor: ☐ Job: ☐ Chart of Accounts: ☐ 1099:☐ Department: ☐Tax Code:☐		
Show Common Name Warnings:	☐		
# 2 - Company/Business Unit Name:	Click here to enter text.		

Accounting System External Code:	Click here to enter text.		
Address Line 1: Check here if the same as above ☐	Click here to enter text.		
Address Line 2:	Click here to enter text.		
City, State, Zip Code:	Click here to enter city	Click here to enter city	Click here to enter city
Accounting System (if client uses multiple accounting systems):	Click here to enter text.		
Accounting Method:	Choose an item.		
If Accounting Method is Accrual, at which approval process step does invoice get added to accounting system:	Click here to enter text. At this step: ☐ or After this step: ☐		
Invoice Configuration:	Click here to enter text.		
Approval Process:	Click here to enter text.		
Auto Add:	Vendor: ☐ Job: ☐ Chart of Accounts: ☐ 1099:☐ Department: ☐Tax Code:☐		
Show Common Name Warnings:	☐		
#3 - Company/Business Unit Name:	Click here to enter text.		
Accounting System External Code:	Click here to enter text.		
Approval Process:	Click here to enter text.		
Accounting System (if client uses multiple accounting systems):	Click here to enter text.		
Accounting Method:	Choose an item.		
If Accounting Method is Accrual, at which approval process step does invoice get added to accounting system:	Click here to enter text. At this step: ☐ or After this step: ☐		
Invoice Configuration:	Click here to enter text.		
Auto Add:	Vendor: ☐ Job: ☐ Chart of Accounts: ☐ 1099:☐ Department: ☐Tax Code:☐		
Show Common Name Warnings:	☐		
#4 - Company/Business Unit Name:	Click here to enter text.		
Accounting System External Code:	Click here to enter text.		
Address Line 1: Check here if the same as above ☐	Click here to enter text.		
Address Line 2:	Click here to enter text.		
City, State, Zip Code:	Click here to enter city	Click here to enter city	Click here to enter city
Accounting System (if client uses multiple accounting systems):	Click here to enter text.		
Accounting Method:	Choose an item.		
If Accounting Method is Accrual, at which approval process step does invoice get added to accounting system:	Click here to enter text. At this step: ☐ or After this step: ☐		
Invoice Configuration:	Click here to enter text.		
Approval Process:	Click here to enter text.		
Auto Add:	Vendor: ☐ Job: ☐ Chart of Accounts: ☐ 1099:☐ Department: ☐Tax Code:☐		
Show Common Name Warnings:	☐		

SECTION 12: Default Payment Numbering (for completion by Client Support Only) - This section is used to establish the initial value to set for each type of payment. It is recommended that each payment type have a distinctive value to allow for ease during reconciliation. Client Support, based on results of the client implementation call, will insert this section to ensure accounting system requirements are taken into consideration.

Next Check Number:	**Next ACH Number:**	**Next Marked As Paid Number:**
Click to enter number – example: 10000	Click to enter number – example: 20000	Click to enter number – example: 30000

SECTION 13: User Access - Designate the client's users that will have access to the service. Attach a separate sheet for additional users. Two users must be listed as Administrator and Unassigned Invoice User.

Allegro! User Name (if exists)	Organizational Role(s)	Company Role(s) (list company name and role)	First Name	Last Name	Email Address
Click here to enter text.	Click here to enter text. Client Administrator ☐ Unassigned Invoice ☐	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text. Administrator ☐ Unassigned Invoice ☐	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text. Administrator ☐ Unassigned Invoice ☐	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text. Administrator ☐ Unassigned Invoice ☐	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text. Administrator ☐ Unassigned Invoice ☐	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

CADENCE BANK	POSITIVE PAY EXHIBIT	**Treasury Management** Doc No: TM-EXH-PP-11 REV: 04

☐ New ☐ Additional ☐ Delete ☐ Replace

Company Name: _____

Company ID (*existing setup*): _____ Company Tax ID: _____

Technical Contact: _____

Phone No: _____ Email: _____

Positive Pay Item Entry: ☐ Single Item Entry ☐ File Upload*

*Name of accounting system used to issue/print checks *(i.e. QuickBooks, Great Plains, Etc.)?:* _____ Version: _____

Dual Control for Issued Checks: ☐ Yes ☐ No

ACCOUNT ENTITLEMENTS

Account Number	Account Name	Service Type	Disposition instructions for Items NOT decisioned by cutoff time[1]	PNV[2]
		☐ Positive Pay	☐ Return All ☐ Pay All	☐
		☐ Positive Pay	☐ Return All ☐ Pay All	☐
		☐ Positive Pay	☐ Return All ☐ Pay All	☐
		☐ Positive Pay	☐ Return All ☐ Pay All	☐
		☐ Positive Pay	☐ Return All ☐ Pay All	☐

[1] *Default for when no disposition instructions are received is Return All*

[2] *Payee Name Verification (Payee Match) not available for handwritten checks*

Note: Should you subscribe to Payee Name Verification; know that your setup request will be honored in two phases. *Phase 1*: Positive Pay will be implemented first to begin protecting your account right away. *Phase 2*. Payee Name Verification will be implemented once testing is complete.

USER ENTITLEMENTS

User ID	User Name	User Email	Positive Pay Role(s)	Dual Control	Account Numbers
			☐ All ☐ Decision ☐ Manage Issues ☐ View Only	☐ Approver ☐ Approve Own	
			☐ All ☐ Decision ☐ Manage Issues ☐ View Only	☐ Approver ☐ Approve Own	

CHECK TESTING *(Required)*

Test Checks Provided: ☐ Yes ☐ No (If no, please mail to:Cadence Bank / Attn: TM BA Group / 3500 Colonnade Pkwy, Suite 600 / Birmingham, AL 35243)

Check Stock Vendor: _____

- Positive Pay ***without*** Payee Match. Only 1 photocopy or physical check is required per account.
- Positive Pay ***with*** Payee Name Verification. Printed test checks must exactly match the payee name, amount and date in the issue file in layout, format, letters and punctuation. No void stamps or other cancellation markings should be on the test checks other than in the signature area. Submit ten (10) completed test checks per account, per stock and per print site.

Special Instructions: _____

CADENCE BANK	REMOTE DEPOSIT CAPTURE & COMMERCIAL MOBILE DEPOSIT EXHIBIT	**Treasury Management** DOC NO: TM-RDC-EXH-01 REV: 04

This EXHIBIT is made pursuant to that TREASURY MANAGEMENT SERVICES AGREEMENT (as the same may be modified or amended from time to time, the "Master Agreement") by and between CADENCE BANK, N.A. ("Cadence") and the below-identified company ("Client"), the GENERAL TERMS of which are incorporated by reference. In the event of a conflict between the terms of this EXHIBIT and the terms of the Master Agreement, the terms of this EXHIBIT shall control except where specifically indicated otherwise in Master Agreement.

COMPANY LEVEL INFORMATION

☒ Remote Deposit Capture Only ☐ Commercial Mobile Deposit Only ☐ Remote Deposit Capture AND Commercial Mobile Deposit

Company Name: _____

Master Billing Account No: _____ Existing Allegro Company ID: _____

DEPOSIT ACCOUNT AND LOCATION INFORMATION

Account number and name required. 36-character max for account name. There are no limits on number of accounts.

Assignment #	Account Number	Account Name
1		
2		
3		
4		
5		

Location Name and Number information is required. Locations define account groups and determine account access for users.

Location Name	Location Number	Associated Accounts *(assignment # from accounts section above)*

USER AND SCANNER ORDER INFORMATION

User information required. **User Role Definitions**

User Roles	Standard User	Scan Only	View Only	Deposit Approver	Client Admin	Commercial Mobile
View Deposits, Reports & Research	X	X	X			
Scan & Submit Deposits	X	X				
Edit & Delete Open Deposits	X	X				
Approve Deposits	X			X		
Self Admin					X	
Submit Mobile Deposits						X

User Information	User Role(s)	Time Zone	State	Maximum Daily Deposit Limit ($)	Location Number(s)	Scanner Type
Username: _____ Email: _____ Work Ph: _____ Cell: _____ Scanner Mailing Address: _____ City: State: Zip:	Standard ☐ Client Admin ☐ Comm Mobile	Select	Select			Click to Select
Username: _____ Email: _____ Work Ph: _____ Cell: _____ Scanner Mailing Address: _____ City: State: Zip:	Click to Select ☐ Client Admin ☐ Comm Mobile	Select	Select			Click to Select

USER AND SCANNER ORDER INFORMATION – cont'd

Username: _____ Email: _____ Work Ph: _____ Cell: _____ Scanner Mailing Address: _____ City: State: Zip:	Click to Select ☐ Client Admin ☐ Comm Mobile	Select	Select			Click to Select
Username: _____ Email: _____ Work Ph: _____ Cell: _____ Scanner Mailing Address: _____ City: State: Zip:	Click to Select ☐ Client Admin ☐ Comm Mobile	Select	Select			Click to Select
Username: _____ Email: _____ Work Ph: _____ Cell: _____ Scanner Mailing Address: _____ City: State: Zip:	Click to Select ☐ Client Admin ☐ Comm Mobile	Select	Select			Click to Select
	Total Client Daily Deposit Limit:			**0.00**		

ADDITIONAL OPTIONS

Custom fields are available to add at the deposit-level and check item-level. Custom fields are optional, and not required.

Deposit-Level Fields (up to 3)

Required/Optional	**Field Name** (20 characters)
Click to Select	
Click to Select	
Click to Select	

Check Item-Level Fields (Unlimited)

Required/Optional	**Label Name**	**Field Type**
Click to Select		☐ Autocomplete* ☐ Currency ☐ Date ☐ Dropdown*+ ☐ Numeric ☐ Text *(Alphanumeric)*
Click to Select		☐ Autocomplete* ☐ Currency ☐ Date ☐ Dropdown*+ ☐ Numeric ☐ Text *(Alphanumeric)*
Click to Select		☐ Autocomplete* ☐ Currency ☐ Date ☐ Dropdown*+ ☐ Numeric ☐ Text *(Alphanumeric)*

**Autocomplete and Dropdown field types require a source file in CSV format. Specifications can be provided upon request.*
+Dropdown field types cannot be required.

Special Instructions: _____

TOTAL CLIENT DAILY DEPOSIT LIMIT APPROVAL

Treasury Management Officer (if applicable)

_____ _____ _____
Signature *Print Name* *Date*

Relationship Manager or Retail Banking Officer

_____ _____ _____
Signature *Print Name* *Date*

Daily Deposit Limit Approval
Required approval by Banking Officer with appropriate authority limit.

_____ _____ _____
Signature *Print Name* *Date*

_____
Title

RDC POLICY EXCEPTIONS

☐ Changes to the Remote Deposit Service Agreement
☐ Customer requesting ability to deposit items drawn on their accounts at Cadence or other banks
☐ Customer relationship has exceeded 6 NSFs in the past 12 months
☐ Customer is depositing Canadian checks in USD
☐ Customer is engaged in a business that is restricted based on Remote Deposit Risk Policy
☐ Offshore Bank requesting service

☐ Customer requesting ability to deposit monetary instruments (Money Orders or Traveler's Checks) via Remote Deposit Capture

Estimated Amounts

Traveler's Checks – Daily Amount	$
Traveler's Checks – Monthly Amount	$
Money Orders – Daily Amount	$
Money Orders – Monthly Amount	$

☐ Customer requesting ability to deposit draft items (items without the signature of the maker) via Remote Deposit Capture

Estimated Amounts

Draft Items – Daily Amount	$
Draft Items – Monthly Amount	$

☐ Consumer account requesting service ☐ Add consumer account to business RDC setup

Consumer Name	
Consumer Account number	
Consumer SSN	
Citizenship	☐ US Citizen ☐ Non-Resident Alien ☐ Resident Alien
Related Business Account TIN	
Business Account name	

REASON FOR EXCEPTION

RDC EXCEPTION APPROVAL

Treasury Management Officer (if applicable)

Signature *Print Name* *Date*

Relationship Manager or Retail Banking Officer

Signature *Print Name* *Date*

RDC Exception Approval
Required approval by Treasury Management EVP (or designee Director of Client Consulting)

Signature *Print Name* *Date*

Title

Remote Deposit Capture - Supported Check Scanners*			
Burroughs	• Burroughs SmartSource Micro Elite • Burroughs SmartSource Professional • Burroughs SmartSource Professional Elite • Burroughs SmartSource Adaptive	Digital Check	• Digital Check CheXpress CX30 • Digital Check TellerScan 215 • Digital Check TellerScan 220/220E • Digital Check TellerScan 230 • Digital Check TellerScan 240 • Digital Check TellerScan 4120
Canon	• Canon CR-25/CR-55 • Canon CR-50/CR-80 • Canon CR-135i • Canon CR-180/CR-180II • Canon CR-190i	Panini	• Panini My Vision X SD • Panini My Vision X • Panini Vision X • Panini I:Deal • Panini Vision neXt • Panini Vision 1
CTS Electronics	• CTS Electronics LS40 • CTS Electronics LS100 • CTS Electronics LS150 • CTS Electronics LS515/LS515-SE	Epson	• Epson CaptureOne • Epson TM-S2000 • Epson TM-S9000
Kodak	• Kodak i40	NCR	• NCR Personal Scanner
RDM	• RDM EC7000i	Fujitsu	• Fujitsu fi-6130

**Cadence Bank provides Digital Check CX30 or TS240 model scanners. You may also use any existing scanners you have that are on the above list of supported scanners of the supported scanners.*

☐Implementation ☐Maintenance

General Information

Dallas ☐ **Houston** ☐

Lockbox Name: _____ Medical: ☐ Yes ☐ No ☐ BA Agreement

P.O. Box: _____ Department: _____ Sort#: _____ ☐ Correspondence Sort

Deposit Acct: _____ Billing Acct: _____ Go Live Date: _____

City/State/Zip : _____ Estimated Monthly Volume: _____

Company Contact

Name: _____ Email Address: _____

Phone Number: _____ Fax Number: _____

Address: _____

IT Support Contact Name: _____ Phone Number: _____

Coupon Vendor Name: _____ Phone Number: _____

Retail Processing Procedures

Transmission Data/Image Delivery[1] ☐ 3:00pm ☐ 5:00pm ☐ 7:00pm [1]*All Times are Central Standard Time*

Acceptable Payments:

☐ Accept All

☐ Regular	☐ Over $_____	☐ Under $_____
☐ Late Payments	☐ Over $_____	☐ Under $_____
☐ Partial Payments	☐ Over $_____	☐ Under $_____
☐ Multiple Payments	☐ Over $_____	☐ Under $_____

☐ Address Change Detect (**must have standard coupon and envelope**)

Wholetail Processing Procedures

Image Capture: ☐ Checks ☐ Documents ☐ Correspondence ☐ Envelopes

Restrictive Notation: ☐ Process ☐ Return to Client

Data File: ☐ Yes ☐ No

Data Entry:[2] ☐ Not Required ☐ Remitter Name ☐ Invoice Number ☐ Invoice Amount

Acceptable Payee:[3] ☐ Any and All ☐ Any Reasonable Variation ☐ Other

[2]*Provide Sample Invoices*

[3] *Up to 5 Included*

Payee List

_____ _____

_____ _____

_____ _____

Lockbox Users:

	Name	Email
☐ W ☐ C ☐ B		
☐ W ☐ C ☐ B		
☐ W ☐ C ☐ B		
☐ W ☐ C ☐ B		
☐ W ☐ C ☐ B		
☐ W ☐ C ☐ B		

** W = Web C = Corrective B = Both*

Note: *Standard is no paper delivery after 30 days. Notice card placed in the remittance package on day 25-30.*
☐ Do not return paper at implementation

Delivery Options: _____

Address If not the same as above: _____

☐ US Mail

☐ Company Courier Pick Up Time: _____

☐ Branch Delivery: _____

☐Overnight Delivery: ☐FedEx ☐ UPS ☐ Other Client Billing Account #: _____

Special Instructions:

_____

_____

_____

_____

Note: *Standard is no paper delivery after 30 days. Notice card placed in the remittance package on day 25-30.*
☐ Do not return paper at implementation

Delivery Options

Address If not the same as above: _____

☐ US Mail

☐ Company Courier Pick Up Time: _____

☐ Branch Delivery: _____

☐ Overnight Delivery: ☐ FedEx ☐ UPS ☐ Other Client Billing Account #:

Special Instructions:

Input

EIP File:	☐ Yes	☐ No	
File Type:	☐ Positive	☐ Stop	☐ Match
Frequency:	☐ Daily	☐ Weekly	☐ Monthly
Delivery Option:	☐ SFTP	☐ File Transfer	

Output

Date File:	☐ Standard	☐ Custom[3]	
Image File:	☐ TIF	☐ PDF	
	☐ Daily	☐ Transaction	☐ Batch
	☐ Standard Index	☐ Daily	☐ Custom Index[3]
Delivery Option:	☐ Daily	☐ PDF	

[3] *Data File Layout Required*

Remote Locations ☐ :

Lockbox Number	**DDA**

Scanner Options:

☐ **Burroughs SmartSource** **No. of Scanners** _____

☐ **TS-240 Multi-feed** **No. of Scanners** _____

☐ **Deliver Scanner to contact address above or:**

_____

Treasury Management Services Agreement

☐New Services ☐Delete Services ☐Additional Document ☐Replace Document

RETURNED ITEM EXHIBIT

CLIENT NAME: Click to enter.

WEB RETURNED ITEM REPORTING

Account #	Account Name	User
Click to enter.	Click to enter.	Click to enter.
Click to enter.	Click to enter.	Click to enter.
Click to enter.	Click to enter.	Click to enter.
Click to enter.	Click to enter.	Click to enter.
Click to enter.	Click to enter.	Click to enter.
Click to enter.	Click to enter.	Click to enter.
Click to enter.	Click to enter.	Click to enter.

ACCOUNT #: Click to enter.

AUTOMATIC REDEPOSIT/RE-CLEAR

☐Re-clear Items ☐ All Items ☐ Items over $ Click to enter.

CUSTOMER NOTIFICATION (Check only One)

☐ First Time Return ☐ Second Time Return ☐ Both

☐By Fax (Max 3): Click to enter. ☐Email (Max 3): Click to enter.

Contact Name: Click to enter. Contact Phone Number: Click to enter.

ADDITIONAL ADVICE MAILING

☐ Primary Address on File (Standard ☐ Secondary Address

1) Click to enter. 2) ATTN: Click to enter.

Click to enter. Click to enter.

Click to enter. Click to enter.

ALTERNATE ACCOUNT TO BE CHARGED (If Different from Above)

Chargeback return of items and assess any associated handling fees for the above named account to:

Account Number: Click to enter.

TMO: _____ Client Initials:_____ Date: _____

CADENCE BANK

CADENCE

Treasury Management Service Agreement

☐New Service ☐Deleted Service ☐Additional Document ☐Replacement Document

VAULT SERVICES - EXHIBIT

SERVICES ☐SafePoint (Loomis) ECR:_____ ☐Change Order ☐Virtual Vault Deposit ☐ Package Forwarding

COMPANY CONTACT INFORMATION

Company Name: Click here to enter text. Crediting Account: Click here to enter text. *(If more than one account attach detail)*

Address: Click here to enter text. City: Click here to enter text. State: Click here to enter text. Zip: Click here to enter text.

Contact Person: Click here to enter text. Fax Number: Click here to enter text. E-Mail Address: Click here to enter text.

Federal Tax ID#: Click here to enter text.

DEPOSIT ADJUSTMENT ADVICES

☐E-Mail: Click here to enter Email Address.

Difference of $: Click here to enter amount. Notify: Click here to enter Name. Email: Click here to enter Email Address.

Difference of $: Click here to enter amount. Notify: Click here to enter Name. Email: Click here to enter Email Address.

☐Mail advices to other address: Click here to enter text.

IMPLEMENTATION INFORMATION (REQUIRED)

Expected Volume: $Click here to enter text. Approximate time of delivery: Click here to enter text.

Delivery Frequency: S☐ M☐ TU☐ W☐ TH☐ F ☐ S☐ *(if on a holiday, order delivered next business day)*

Preferred LIVE DATE: Click here to enter text. Customer Contact: Click here to enter text.

CHANGE ORDER (MUST Complete VAULT SERVICES-ICO/VRU SETUP FORM) *(cut off time for next day delivery is 10:00am)*

☐Internet Based (ICO) ☐Voice Response Unit (VRU)

Administrator Name	(Access Level 1)	Email Address	Phone Number
Additional Users	**Access Level**	**Email Address**	**Phone Number**

TMO: Click here to enter text. Client Initials:_____

CADENCE

Treasury Management Service Agreement

☐New Service ☐Deleted Service ☐Additional Document ☐Replacement Document

VAULT SERVICES- Continued

Role Access Level Locations		Administrator 1	View Only 2	Regional 3	Single User 4
		all	assigned	assigned	assigned
Functions…	**Reports**	available	available	available	available
	Place Orders	available	-	available	available
	Place Shipments	available upon request	-	available upon request	available upon request
	Edit Orders	available	-	available	available
	Approve Orders	**available upon request**	**-**	**available upon request**	**-**

COIN & CURRENCY PAYMENT METHOD

☐Account will be Debited ☐Cash will be delivered to Bank for cash shipment

** ATTACH VAULT LOCATIONS DOC and ** DENOMINATION REQUIREMENTS DOC

Armored Courier Information:

☐Brinks ☐Loomis ☐TripleD ☐Armored Transport ☐Other: Click here to enter text.

Contact Name(s):Click here to enter text.

Contact Phone #:Click here to enter text.

Address: Click here to enter text.

☐Private Courier (BRANCHES ONLY)

Company Name/Individual: Click here to enter text.

Driver's License Number: Click here to enter text.

Date of Birth: Click here to enter text.

SPECIAL INSTRUCTIONS Click here to enter text.

CADENCE BRANCH INFORMATION

Right click, open Hyperlink for Branch Directory

Branch Manager: Click here to enter text. Cadence Branch Name: Click here to enter text.

Branch Manager Email: Click here to enter Email. Phone Number: Click here to enter text.

Treasury Support, please route form to ALL parties below:

TMO: Click here to enter text. Client Initials:_____

CADENCE

Treasury Management Service Agreement

☐New Service ☐Deleted Service ☐Additional Document ☐Replacement Document

Branch Manager Email: Click here to enter text.***, (if applicable)***
Loomishouston@us.loomis.com
cashordering@cadencebank.com
Scott.Stegall@us.loomis.com

CADENCE BANK	WHOLESALE LOCKBOX PLUS SET-UP EXHIBIT	**Treasury Management** DOC NO.: TM-LBX-EXH-24 REVISION.: 04

☐Implementation ☐Maintenance

General Information

Lockbox Name: _____ Medical: ☐ Yes ☐ No ☐ BA Agreement

P.O. Box: _____ Department: _____ ☐ Sort

Deposit Acct: _____ Billing Acct: _____ Go Live Date: _____

City/State/Zip: _____ Estimated Monthly Volume[1]: _____

[1] 2,500+/per month requires caller box.

Contact Information

Company Contact Name: _____ Phone Number: _____

Company Contact Email: _____

Company Contact Address: _____

IT Support Contact Name: _____ Phone Number: _____

IT Support Contact Email: _____

Operational Contact Name: _____ Phone Number: _____

Operational Contact Email: _____

Processing Procedures

Image Capture: ☐ Checks ☐ Documents ☐ Correspondence ☐ Envelopes

Restrictive Notation: ☐ Process ☐ Return to Client

Acceptable Payee[2]: ☐ Any and All ☐ Any Reasonable Variation ☐ Other

Payee List: _____

_____

_____

_____

[2]Up to 5 included

Data Entry:[3]

☐ Not Required ☐ Remitter Name ☐ Invoice Number ☐ Invoice Amount

Output[4]

Deadline: ☐ 3:00pm ☐ 5:00pm ☐ 7:00pm

Data File: ☐ Yes ☐ No

Image File: ☐ Yes ☐ No

Delivery Options: ☐ STFP ☐ File Transfer

[3] Provide Sample Invoices
[4] *All Times are Central Standard Time*

Lockbox Users

	Name	**Email**
☐ W ☐ C ☐ B ☐ A		
☐ W ☐ C ☐ B ☐ A		
☐ W ☐ C ☐ B ☐ A		
☐ W ☐ C ☐ B ☐ A		
☐ W ☐ C ☐ B ☐ A		
☐ W ☐ C ☐ B ☐ A		

** W = Web C = Corrective B = Both A = Authorized Administrator*

Note: *Standard is no paper delivery after 30 days. Notice card placed in the remittance package on day 25-30.*
☐ Do not return paper at implementation

Delivery Options:

Address If not the same as above: _____

☐ US Mail

☐ Company Courier Pick Up Time: _____

☐ Branch Delivery: _____

☐Overnight Delivery: ☐ FedEx ☐ UPS ☐ Other Client Billing Account #: _____

Special Instructions:

_____

_____

_____

_____

_____

_____

_____

Treasury Management Wire Drawdown Instruction Exhibit

☐New ☐Delete ☐Additional ☐Replace

WIRE DRAWDOWN INSTRUCTION EXHIBIT

Company Name: _____ **Company Tax ID**: _____

Address: _____ **City:** _____ **State:** _____ **Zip:** _____

DRAWDOWN (1031:Request sent by Cadence Bank that will result in an Incoming Wire Transfer to Cadence Bank)					
Repetitive Template ID (Max of 14 alpha-numeric characters)			**Maximum Dollar Limit (per wire)**		
Cadence Bank Credit Account Number			**Cadence Bank Account Name**		
DRAWDOWN INFORMATION			**DRAWDOWN BANK INFORMATION**		
Drawdown Account Name			**Drawdown Bank Name**		
Address (Optional)			**Bank Address**		
City	**State**	**Zip Code**	**City**	**State**	**Zip Code**
Drawdown Account Number			**ABA Number**		
Originator to Beneficiary Information (Maximum 140 characters)					

REVERSE DRAWDOWN (1032:Response to Drawdown Request resulting in Outgoing Wire Transfer from Cadence Bank)					
Cadence Bank Debit Account Number		**Cadence Bank Account Name**			**Maximum Dollar Limit (per wire)**
CREDIT INFORMATION			**ORIGINATING BANK INFORMATION**		
Credit Beneficiary Name (Originator)			**Reverse Drawdown Bank Name**		
Address			**Bank Address**		
City	**State**	**Zip Code**	**City**	**State**	**Zip Code**
Beneficiary Account Number			**ABA Number**		

Special Instructions:

TMO: _____ Client Initials: _____ Date: _____

Treasury Management Wire Standing Instruction Exhibit

☐New ☐Delete ☐Additional ☐Replace

WIRE STANDING INSTRUCTION EXHIBIT

Company Name: Click here to enter text. **Company Tax ID**: Click here to enter text.

Address: Click here to enter text. **City:** Click here to enter text. **State:** Click here to enter text. **Zip:** Zip Code.

Billing Account Number: Click here to enter text.

Template ID (Max 14 characters) (Bank will assign an ID for new templates if left blank) Click here to enter text.			
DATE INFORMATION			
Start Date Click here to enter a date.	**End Date (Leave blank for no end date)** Click here to enter a date.	**Action on holiday or weekend** Choose an item.	**Time of day to send (Central Time)** Choose an item.

AMOUNT INFORMATION		
Select One	☐	**Specific Amount** $ Click here to enter text.
	☐	**Peg Balance** $ Click here to enter text. with wire not to be less than $ Click here to enter text.
FREQUENCY INFORMATION		
Select One	☐	Every Choose an item. day of the month
	☐	Every Choose an item.
	☐	Every Choose an item. day of the Choose an item.

ORIGINATING ACCOUNT INFORMATION	
Cadence Bank Account Number Click here to enter text.	**Cadence Bank Account Name** Click here to enter text.
RECEIVING BANK INFORMATION	
Receiving Bank ABA Click here to enter text.	**Receiving Bank Name** Click here to enter text.
Receiving Bank Address Click here to enter text.	
BENEFICIARY BANK INFORMATION (Only needed if different from Receiving Bank)	
Beneficiary Bank ABA Click to enter text.	**Benefciary Bank Name** Click to enter text.
Beneficiary Bank Address Click here to enter text.	
BENEFCIARY INFORMATION	
Beneficiary Name Click here to enter text.	**Beneficiary Account Number** Click here to enter text.
Beneficiary Address Click here to enter text.	
ADDITIONAL WIRE INSTRUCTIONS	
Reference For Beneficiary (Maximum 16 characters) Click here to enter text.	
Originator to Beneficiary Information (Maximum 140 characters) Click here to enter text.	
Bank to Bank Information (Maximum 210 characters) Click here to enter text.	

Special Instructions: Click here to enter text.

Last Updated: 04/29/2014

TMO: _____ Client Initials: _____ Date: _____

Treasury Management Services Agreement

☐New Services ☐Delete Services ☐Additional Document ☐Replace Document

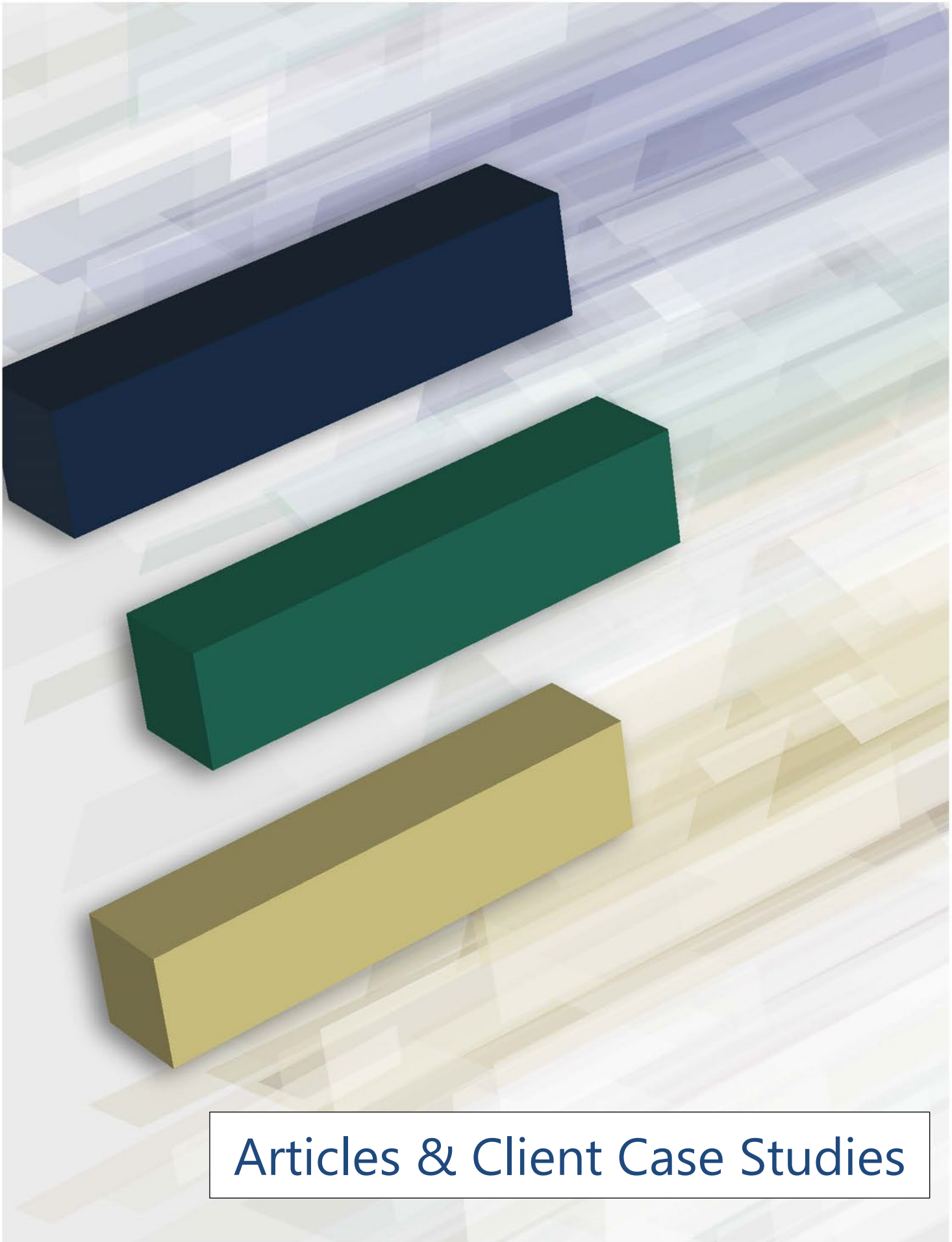
ZERO BALANCE ACCOUNT EXHIBIT

ACCOUNT NAME	LEAD/MASTER ACCOUNT NUMBER	LEAD/MASTER ACCOUNT HAS LOAN/INVESTMENT SWEEP
		☐YES ☐NO

ACCOUNT NAME	SUB-ACCOUNT NUMBERT[1]	ZBA Priority[2]
		1
		2
		3
		4
		5
		6
		7
		8
		9
		10
		11
		12
		13
		14
		15

[1]Sub-Account must be a ZBA account type

[2]Sub Accounts are funded in priority order above



Articles & Client Case Studies

How to Minimize the Risks of Fraud

An e-book examining the risks of occupational and online fraud faced by middle-market companies and steps that can be taken to reduce this risk.



CADENCE BANK

Treasury Management



How to Minimize the Risks of Fraud

Businesses today face a wide range of different types of risk. Among the biggest risks currently faced by middle-market firms are occupational fraud and online fraud, or cybercrime.

According to the 2018 Report to the Nations, a bi-annual fraud study conducted by the Association of Certified Fraud Examiners (ACFE), **the typical organization loses 5% of its revenues to fraud each year and the median fraud loss at victimized organizations is $130,000**. In one out of five fraud cases, the organization lost $1 million or more.

Meanwhile, two out of three respondents to the 2018 U.S. State of Cybercrime Survey said they are more concerned about cybersecurity threats this year than they were in the previous 12 months.

The Cost of Occupational Fraud

Just how costly can occupational fraud be? Consider the potential impact of a $25,000 employee theft. If the company operates on a net margin of 5%, it would take $500,000 in new sales to make up for the fraud loss.

According to Cadence Bank Executive Vice President and Treasury Management Executive Katrina King, three separate elements must be in place for occupational fraud to occur: financial pressure, rationalization and opportunity.

> *There's not much owners and CEOs can do about financial pressures their employees may be facing or their ability to rationalize theft, but they can implement strong internal controls to eliminate most of the opportunities employees have to commit fraud. —Katrina King, Treasury Management Executive, Cadence Bank*

Internal controls are checks and balances designed to reduce fraud risk by removing the majority of the temptations employees might have to steal from their employers. According to the ACFE study, organizations that were victims of fraud but had implemented internal controls suffered lower overall fraud losses and detected the fraud faster than those that had not implemented strong internal controls.

The most fundamental internal control is to segregate financial and accounting duties among different members of your staff. “The idea is to limit opportunities for one employee to commit fraud and cover his or her tracks because no one else is watching,” says King. “For example, separate employees should receive and open mail with checks for deposit, complete bank deposits, and enter receipts in the records.”

CADENCE BANK, N.A. MEMBER FDIC Equal Opportunity LENDER

Top Five Internal Controls

King recommends the following internal controls for middle-market firms that want to eliminate opportunities for employees to commit fraud:

1. **Establish dual controls for vendor acceptance and sign-up, as well as all financial transactions.** Separate employees should initiate and approve all payments, both paper and electronic. This step alone will uncover most check kiting and receivables lapping schemes.

2. **Ensure proper management oversight of finances.** Simply put, owners and financial managers cannot be hands-off when it comes to financial management. For example, you should personally examine monthly bank statements and spot check invoices, delivery receipts and purchase orders. This lets employees know that someone is watching.

3. **Make sure financial and accounting employees take all their vacation time.** Employees who are committing ongoing fraud usually don't want to be out of the office for more than a few days at a time for fear their scheme will be uncovered. Require financial and accounting employees to take at least one full, uninterrupted week of vacation each year.

4. **Set up a fraud hotline.** Employee tips to management are one of the most common ways occupational fraud is uncovered, so it's important that employees be able to report suspicious activities anonymously. Companies with employee fraud hotlines experience half the fraud losses of those that don't have them, according to the ACFE.

5. **Implement your bank's fraud prevention tools.** These include Positive Pay and ACH Positive Pay, services that help prevent check and electronic fraud by comparing all checks and ACH debits presented to the bank for payment with a client-issued list. Lockbox can also help prevent fraud by enabling your businesses to accept payments directly at the bank instead of at your business location. The bank manages payment processing, data entry and deposit preparation, thus segregating duties.

CADENCE BANK, N.A. MEMBER FDIC Equal Housing LENDER

Types of Fraud Schemes

There are many different kinds of occupational fraud schemes you should be on the lookout for. The most common include:

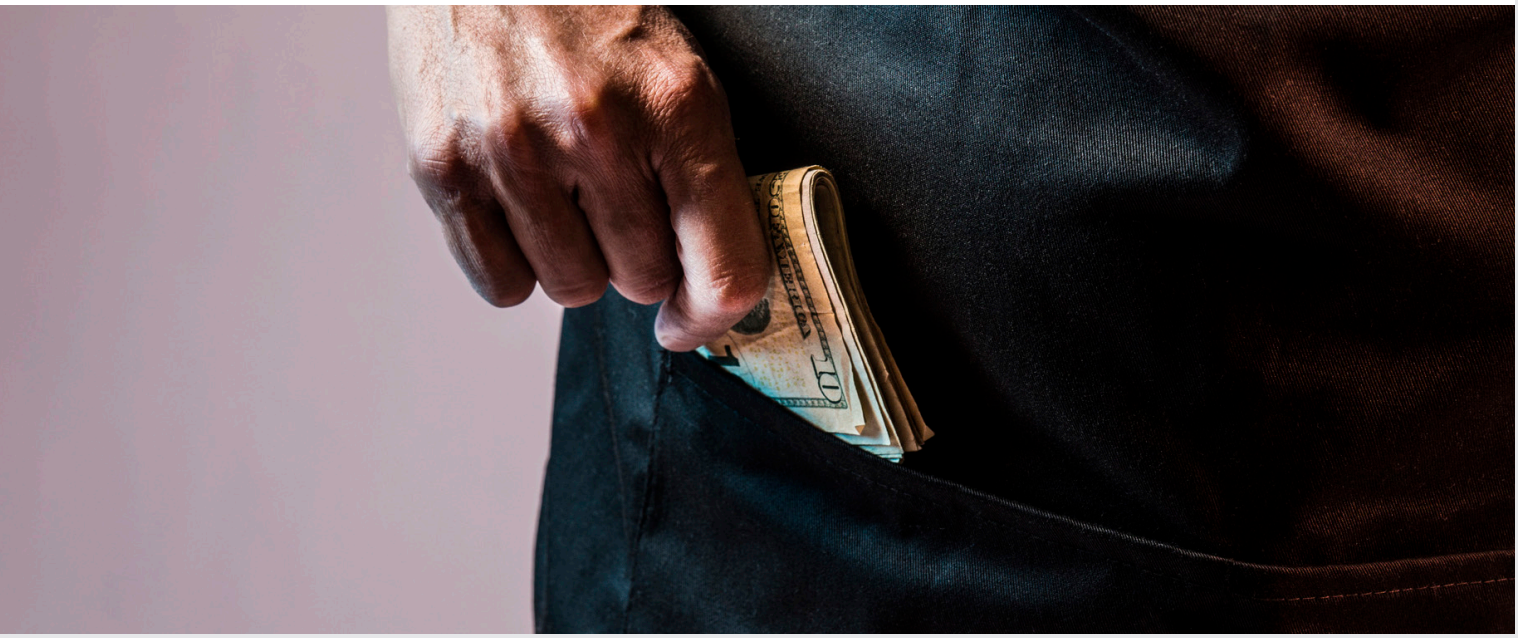
Skimming — Money is stolen before a sale is recorded in the books. Most commonly, the employee simply pockets a customer's payment and doesn't record the sale.

Cash larceny — Money is stolen after a sale is recorded, but before daily receipts are deposited at the bank.

Check tampering — An employee either alters company checks in order to make them out to himself or herself, steals and forges checks and makes them out to himself or herself, or steals checks made out to legitimate payees and tries to cash them.

Payroll schemes — Adding "ghost" employees to the payroll is the most common example.

Billing schemes — This may involve creating a shell company and billing the employer for nonexistent services provided by the fake company, or submitting invoices to the employer for fictitious goods or services and/or inflated invoices that are higher than the actual amounts.



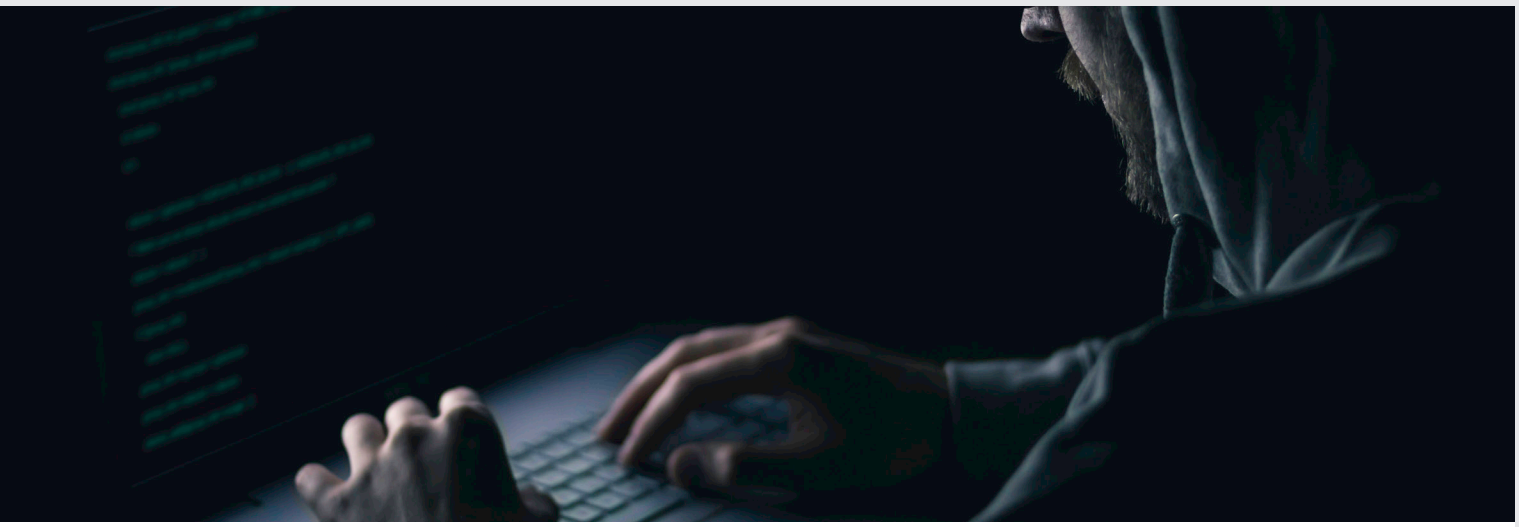
Management Oversight is Critical

According to Cadence Bank Executive Vice President and Chief Information Officer Tom Clark, the best defense against occupational fraud is a strong offense. "More specifically, management should diligently oversee your company's accounting and finances," he says.

You should pay especially close attention to the following three areas:

1. **Payables:** All payables should be compared to an approved vendor list, and any changes to this list should be noted in an exception report. Create dual control processes for vendor acceptance and financial transactions.
2. **Receivables:** Cash receipts should be compared to AR records at least monthly, and the posting and depositing of checks should be segregated among two or more employees. With lockbox services from your bank, checks are sent directly to your bank for deposit, instead of to your business.
3. **Disbursements:** Sign checks personally instead of using a check stamp, and review monthly bank statements yourself to look for any suspicious activity. Also use Positive Pay service to reduce the possibility of check fraud.

> *Business owners and treasury managers should consult with their bank treasury officer for more assistance in each of these areas. We can help you implement fraud prevention tools like receivables and payables lockbox, Positive Pay, ACH origination, and purchasing cards. —Katrina King, Treasury Management Executive, Cadence Bank*



Cyber Thieves Target Middle-Market Firms

When it comes to cybercrime, much of cybercrime today is being perpetrated by highly organized cybercriminals based overseas. According to Cadence Bank Director of Client Consulting Kacy Owsley, many of them are specifically targeting middle-market U.S. companies that are in the cybercrime "sweet spot": large enough to have significant corporate bank accounts, but not big enough to possess and deploy the latest cyber-security defenses.

Their goal is to obtain sensitive information like user names and passwords that gives them access to corporate bank accounts. With this access, cybercriminals can make unauthorized banking transactions and steal tens (or even hundreds) of thousands of dollars straight out of corporate coffers.

"The CEOs and CFOs of middle-market companies today need to be especially vigilant when it comes to guarding against cybercrime," says Owsley. "It's almost impossible to ensure 100% cybersecurity, but there are steps middle-market companies can take to significantly reduce the risk of a cybercrime breach."

Cybersecurity starts with recognizing the biggest threats. One of the most common ways cybercriminals break into corporate bank accounts is by using tried-and-true email phishing and spear phishing scams. Cyber thieves send legitimate-looking emails to employees in the finance or accounting department stating that the company's business accounts have been compromised or frozen due to fraudulent activity.

The emails state that the employee needs to provide sensitive account access information to resolve the situation. Or, they instruct employees to click on a link supposedly taking them to the bank's website to fix the problem. Instead, employees are sent to a disguised clone site where malware, including Trojans and keystroke loggers, is downloaded onto their computers. This malware enables the thieves to capture sensitive information like online banking credentials and launch Man-in-the-Browser (MitB) attacks.

Once cyber thieves have access to corporate accounts, they can drain the deposit and credit lines of compromised bank accounts. One common practice is to funnel the funds through "mules" that redirect corporate funds overseas into the hackers' accounts.

Clark says that middle-market companies can go a long way toward reducing cybercrime by simply educating employees about these kinds of phishing and spear phishing scams. "Instruct these employees to *never* reply to an email like this with sensitive account access information, and to *never* click on links in these types of emails," he says.



More Cybercrime Threats

You should also urge employees to use caution with social media. Clark says that many cyber thieves are trying to trick social media users into downloading malware or giving out account access information. "Establish a social media policy that defines what types of social media use in the workplace are and aren't acceptable, and consider restricting access to some popular social media sites, if necessary," says Clark.

Mobile devices also need to be protected from cyber-attacks since they represent relatively easy points of entry and have become a primary target of cyber thieves.

> *Companies need to be vigilant in protecting work-issued smartphones, notebooks, tablets and laptops — for example, by locking down browser access and limiting employee downloads of third-party applications," says Clark. The key is to balance cyber-security and employee productivity. —Tom Clark, CIO, Cadence Bank*

Cloud computing also presents fraud risks. These vary depending on the type of cloud, its architecture and whether the cloud is a software platform or total infrastructure cloud. In general, cloud computing provides less direct control over applications, systems and data security. To help protect your business, be sure you know where the cloud components and your data will be housed and who is responsible for which functions and risks.

Ransomware is another cybercrime threat that's becoming especially prevalent today. Here, hackers infiltrate your company's computers by getting employees to open emails and download attachments containing malware. Once the attachments have been downloaded, hackers can encrypt everything on the employee's computer and lock the computer until a ransom is paid. Ransom amounts typically range from several hundred to several thousand dollars.



Finally, don't forget about risks related to software vulnerabilities. With a growing number of applications being released for multiple platforms, the number of software vulnerabilities has never been greater. Therefore, you should develop software procedures that facilitate damage control, system resiliency, rapid recovery, privacy protection and notification, and public relations plans.

Business Email Compromise

Business Email Compromise (BEC) is one of the biggest fraud threats to businesses, especially those using ACH and wire transfer services. According to the FBI, global losses attributed to BEC between June 2016 and July 2019 exceeded $26.2 billion.

BEC can take many different forms, but these scams almost always target employees who have access to corporate finances.

In a typical BEC scam, fraudsters use their knowledge of the company to trick an employee into initiating wire transfers to bank accounts that they think belong to trusted partners. But the money is actually transferred into accounts controlled by a cybercriminal.

This might sound simple, but the sophistication level of these scams is unprecedented. For example, cyberthieves spoof email accounts and websites using slight variations of legitimate addresses and use spear phishing techniques to get employees to reveal sensitive corporate information that enables thieves to steal corporate funds.

It's important to note that wire transfers are an immediate form of payment. Once a scammer has obtained the wired funds, the transfer most likely *cannot* be reversed.

The best way to guard against BEC scams is to view every email request with payment instructions as potentially fraudulent until it has been verified. To verify the request, call the person who initiated it using a number from within your internal database. Confirm every aspect of every transaction, including ABA and account number, even if the request seems authentic.

It's also essential to educate employees about potential risks and the signs, including how to detect suspicious emails. Train them not to respond, open an attachment or click on a link when an email is suspicious or unexpected.

Don't Recognize the Sender?

- Avoid clicking on links or opening attachments.
- Do not reply to the email – it could be a fraudster.
- Report the email to IT or Information Security.
- If you must communicate via email, have another associate create a new email from a different computer using the email address from the company's database to validate the instructions.

If you believe your business is the recipient of a compromised email or a victim of a BEC scam, notify your bank right away and report it to the Internet Crime Complaint Center (IC3) at www.IC3.gov. Be descriptive and identify your complaint as "Business Email Compromise" or "BEC."



Proactive Cybersecurity Steps

Clark recommends the following proactive steps for increasing cybersecurity at your firm:

1. Train your employees in the basics of computer security. One well-intentioned employee who opens a phishing email could unleash dangerous malware company-wide and expose your company to a major cyber-attack. So make sure employees are up to speed on cybersecurity basics like never giving out their passwords or user names (even to other employees), logging off when they don't have to be online and turning off their computers when not in use, and not leaving their work stations unattended with sensitive files open.

2. Create individual user accounts for each employee. This enables you to grant access to individual employees on a "need-to-know" basis. For example, an administrative assistant in marketing doesn't need access to payroll records.

3. Update your anti-virus/spyware software. Hackers are at work 24/7 creating new programs to launch cyber-attacks, which is why anti-virus/spyware software programs are updated regularly. Instruct employees not to ignore those software update notifications that pop up on their screens. In addition, employees should update and use the latest versions of their Internet browsers.

4. Lock down your hardware. A hacker in a custodian's uniform could slide a laptop into a trash bin and walk out. Or an unhappy employee could walk into the server room — the repository for all company information — and cause untold damage. So use lock-down cables to keep your hardware physically in place and smart doors that require a password or bio-metrics to gain access to server rooms and other sensitive areas.

5. Add key-logger software to all company computers. This software records every keystroke made by anyone connected to the company network. This way, you can track the activities of employees to see who's doing what one keystroke at a time.

6. Use a designated computer for all financial transactional activity. This computer shouldn't be used for anything else, especially general web browsing or email.

7. Stress to employees the importance of password security. Taking advantage of weak passwords is one of the main ways cyber thieves break into corporate computers and IT systems. Employees should use strong, unique passwords and change them on a regular basis. Optimal passwords consist of at least 16 characters and contain a mix of upper and lowercase letters, numbers and symbols. They don't include repetition, usernames, pronouns, IDs, "real" words or other easy-to-identify sequences.

8. Download and install Trusteer Rapport™. This is a security software application that helps companies prevent phishing and MitB malware attacks. Trusteer Rapport secures your employees' browsers from financial malware attacks and fraudulent websites while proactively protecting against cyber attacks that target your business directly. Cadence Bank clients should contact their Treasury Management consultant for download instructions.

Risks Are Real — and Must Be Managed

In today's environment, middle-market companies can no longer afford to ignore the risks of occupational and online fraud. Take proactive steps now to limit your company's exposure to fraud — and protect your company's hard-earned assets.

One proactive step is to purchase cyber liability insurance. Cyber liability insurance policies provide both third-party cyber liability coverage and first-party cybercrime expense coverage. They can also provide coverage for premier privacy injuries and regulatory defense costs, fines, penalties and consumer redress associated with unauthorized access to private information, whether actual or potential.

Learn More

If you would like to discuss occupational and online fraud risks and steps you can take to minimize them further, please contact the Cadence Bank Treasury Management department at **(800) 329-0289**.

Contributors:

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Kacy Owsley, Executive Vice President, Director of Client Consulting

CADENCE BANK

Treasury Management

Protecting Your Business from Cyber Fraud

Company-wide Education and Awareness are Your Best Defense

Every business is vulnerable to fraud. As the world grows more dependent on digital efficiencies, each company's defense must be equally reliable and nimble to combat fraud. Beware that the awareness level of your personnel is a major risk factor.

Your employees remain constant targets for cyberattacks, especially via Business Email Compromise (BEC), a type of scam in which the attacker gains access to a corporate email account and poses as the CEO or another authority figure to defraud the company of money.

From June 2016 to July 2019, global losses due to Business Email Compromise have exceeded $26.2 billion.

– Federal Bureau of Investigation Internet Crime Complaint Center (IC3)

This pervasive form of fraud can result in wire transfer fraud, whereby finance employees unknowingly transfer money to an account controlled by the fraudster. All it takes is a single human error.

Take action to educate yourself and your personnel about fraud prevention and exercising sound judgment. Use these essential tips to protect your company and prepare your personnel before cyber thieves strike.

Instant & Irreversible

Wire transfers are an immediate form of payment. Once a scammer has obtained the wired funds, the transfer most likely cannot be reversed.

Know These Most Common BEC Tactics

Spot the warning signs of a scam or scammer before it's too late.

Trigger Words in Subject Lines

Beware of words such as request, payment, transfer and urgent – these are often a fraudster's first hook.

CEO Fraud

Via email, fraudsters pose as the company CEO or other high-ranking executive requesting employees transfer money to an account they control.

Fake Invoice



Attackers pretend to be suppliers requesting fund transfers for payments to an account owned by fraudsters. Companies with foreign suppliers are often targeted with this email tactic.

Account Compromise



Attackers hack into an executive or employee's email account, using it to request invoice payments to vendors listed in their email contacts. Payments are then sent to fraudulent bank accounts.

Attorney Impersonation



Posing as a lawyer or a law firm employee, fraudsters claim to need sensitive information, such as 'verifying' the bank account from which settlement funds are to be withdrawn. These bogus requests often happen at the end of the day and may occur by phone.

Data Theft



This info-gathering tactic targets HR and bookkeeping employees. Attackers use deceptive emails (or phone calls) to obtain personally identifiable information (PII) or tax statements of employees.



Tips To Protect Your Business: Prevent Fraud with Smarter Systems

Positive Pay

Protect yourself from check fraud by sending a daily file of issued checks, reviewing checks paid to your account that did not match the issuance file, and returning fraudulent or unauthorized checks.

ACH Positive Pay

Review incoming debits and return unauthorized items before they are deducted from your account.

Trusteer Rapport

This security software solution helps shield your browser from cybercriminals and protects sensitive information from financial malware attacks and fraudulent websites, detects phishing attacks, and sends alerts to notify your bank of suspicious activity.

Dual-Factor Authentication

Implement dual-control authentication, meaning one employee initiates a wire transfer and another employee approves the same wire transfer.

Cyber Safety Industry Best Practices for Personnel

Verbally Verify

- Treat every email request you receive with payment instructions as potentially fraudulent until verified.
- Call the customer who initiated the request via phone using a number from within your company's database. Do not call the phone number in the email.
- Confirm every aspect of every transaction, including ABA and account number, even if the request seems authentic.

Don't Recognize the Sender?

- Avoid clicking on links or opening attachments.
- Don't reply to the email – it could be a fraudster.
- Report the email to IT or Information Security.

What To Do If Your Company Is A Victim Of Cybercrime

If you believe your business is the recipient of a compromised email or a victim of a BEC scam:

- Notify your bank right away to request a recall or reversal as well as a Hold Harmless Letter or Letter of Indemnity.
- File a comprehensive complaint with the Internet Crime Complaint Center (IC3) at www.IC3.gov. Be descriptive, complete all required data fields, and identify your complaint as "Business Email Compromise" or "BEC."
- Visit www.ic3.gov for updated PSAs about BEC trends and other fraud schemes.



Fraud Awareness Can Protect You.

That's why the Cadence Bank team is dedicated to helping your company and personnel fight fraud effectively.

For more information, contact Treasury Management Client Support

1-800-329-0289 | treasurymanagement@cadencebank.com

https://cadencebank.com/commercial/treasury-management/fraud-prevention

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Increase Efficiency With Integrated Treasury Management Solutions

A look at how treasury integration and automation solutions can help mid-sized companies operate more efficiently while improving decision-making, reducing errors and lowering costs.



CADENCE BANK



It has become a mantra for business in the 21st century: Do more with less. This is especially true when it comes to the treasury management function.

One of the best ways to be more productive with your existing manpower and resources is to increase efficiency by implementing integrated treasury management solutions. These solutions can help you boost productivity, which can lead to improved decision-making, fewer errors and lower costs.

“Improving efficiency in the treasury management function is all about saving time and money by integrating and automating manual processes that surround receivables, payables, information reporting, reconciliations and any other aspect of the cash flow cycle,” says Lori Johnson, Cadence Bank Senior Vice President, Treasury Management Sales Manager.

“The question treasury managers need to ask themselves is this: How can you be more productive by having your staff spend less time on manual tasks like keystroking?” Johnson adds. “This is where treasury automation and integration come in.”

By spending less time on manual chores like these, your staff is freed up to spend more time on value-added tasks that can help generate revenue for the business. “When viewed in this context, integrated treasury management solutions can more than pay for themselves over time,” says Johnson.

Chapter 1: Data Integration and Process Automation

The first step in boosting treasury management efficiency is making sure that you're taking full advantage of all the financial data at your disposal. This is the key to improving decision-making and financial forecasting — and thus boosting overall cash management.

Johnson says that integrated treasury management solutions can help businesses incorporate all of their data into their internal accounting systems while automating many treasury management processes that are currently being performed manually. "For example, data integration can be used to merge financial data stored at your bank with the data stored internally at your company to speed up posting," she explains. "This allows for the automation and streamlining of many treasury management processes."

Increased efficiency in action

One example of how data integration and process automation can boost productivity is accounts receivable and deposit posting, reporting and processing. As Johnson explains, "Deposits should be posted and processed quickly and efficiently, and customized data should be entered in the accounting system automatically, not manually. This is not the best use of your treasury staff's time and talents."

The next step is ensuring that you have consolidated, single sign-on portal access for viewing financial information stored at different banks, including both transaction and balance data. "This is one of the biggest keys to successful data integration and automation," says Johnson.

This portal should allow encrypted, real-time access to all bank information, including both previous and current day balance reporting. It should also provide a consolidated and customizable dashboard view of data from all the banks your company interacts with using a multibank reporting tool that delivers a global cash position.

Data integration and process automation

According to Johnson, portal access to real-time information reporting and reconciliation services on a 24/7 basis is essential to effective data integration, process automation and occupational fraud prevention.

“So is the ability to initiate payments at any bank you do business with,” she says. “This will provide you with the up-to-the-minute information you need to manage your daily cash position and liquidity needs more efficiently.”

Of course, a big part of treasury integration and process automation is automating payment functions. “Your portal should enable you to schedule ACH payments and wire transfers on a recurring or one-time basis, manage your payroll efficiently, and easily initiate federal and state tax payments,” says Johnson.



Chapter 2: Integrated Information Reporting

Best-in-class organizations are increasingly relying on integrated information reporting solutions from their bank to boost efficiency and improve cash management. These solutions provide you with the current information needed to manage your daily cash position and liquidity needs.

An integrated information reporting tool will provide you with access to a wide range of transaction reports and bank details, including:

- Previous-day balance reports
- Current-day balance reports
- Multi-bank reports
- Special reports

Reports are generally available in either a standard or custom format. Various exportable file formats also are usually offered, including:

- Comma Delimited (.CSV)
- BAI2
- PDF
- Excel (xls)
- Tab Delimited (.TXT)

“You can choose the file format that best fits your specific needs or have your bank program to your unique specifications,” says Johnson.

Integrated information reporting tools also store archived images and data in historical bank statements, usually for up to seven years. In addition, these tools provide access to specific transaction types and allow generation of historical and customized reports, exporting of data to other applications, and retrieval of document images such as checks, deposit tickets, wire and ACH details, and deposited items for up to 13 months.



Chapter 3: Integrated Receivables Management

Inefficient management of accounts receivable is one of the leading causes of cash flow problems at many companies.

“As a company waits for outstanding accounts receivable to be collected and deposited,” Johnson explains, “it creates a lag time known as the cash flow gap.”

One of the keys to shrinking this cash flow gap is shortening the cash flow cycle, which is the primary goal of integrated receivables management.

“An efficient receivables management solution automates the accounts receivable process through electronic and cost-effective integrations,” says Johnson. “It houses all the components of receivables management in one easy-to-access place.”

Receivables lockbox is the key component of an integrated receivables management solution. “This is a payment collection and processing solution that represents a consolidated endpoint for collection of a business’ accounts receivable and remittance information,” says Johnson.

There are four main kinds of receivables lockbox: retail, wholesale, eLockbox and remote lockbox.

Other components of a receivables management solution include the following:

- Remote Deposit Capture (RDC) and Mobile RDC
- Electronic Bill Payment and Presentment (EBPP)
- Automated Clearing House (ACH) payments
- Image Cash Letter (ICL)
- Cash and vault-related services
- Wire transfers

According to Johnson, integrated receivables management automates the receivables process by combining the information from lockbox, incoming wires and ACH credits, and credit card payments from customers into one integrated solution.

“This solution is scalable and able to grow right along with your business,” she adds, “letting companies focus on billing and past-due collections.”





Chapter 4: Integrated Payables Management

The flip side of efficient receivables management is efficient management of accounts payable. While many companies have traditionally focused on increasing the productivity of their accounts receivable, more businesses today are placing a renewed effort on increasing the efficiency of their payables processes.

“Implementing an integrated payables management solution can result in controlled cash flow and better vendor relationships,” says Johnson. “Migrating from a paper-based accounts payable system to an electronic database with online routing for payment approvals will help streamline the invoice-to-pay process.”

Payables lockbox plays an important role

Payables lockbox is a key component of an integrated payables management solution. Instead of sending invoices to your business, customers and vendors will send them to a designated post office box or email them to the bank. The bank will then scan them, enter all essential information and send invoice images to you electronically, so you can approve invoices for payment.

Payment files are then created that pay invoices by check, purchasing card or electronically via ACH. These files are integrated back into your accounts payable system each night, so you can update your financial records.

Implementing an integrated payables management solution offers benefits similar to an integrated receivables management solution. “For example, cash flow is improved, penalties for late payments are avoided, and employees can concentrate on value-added tasks that help generate revenue for the business, instead of manually processing invoice payments,” says Johnson.

An integrated payables management solution provides a host of benefits when compared to a non-integrated system, Johnson adds. “These include vendor analysis to promote potential negotiations, immediate cash forecasting tools, a scalable environment to support company growth and lower payment processing costs.” In addition, utilizing a vendor payee portal allows a company’s trading partners to export valuable invoice detail to further add to downstream automation.

With both integrated receivables and integrated payables solutions, the eventual goal is for businesses to send one file with all of the transactions to the bank. “Then we can decide the most cost-effective payment type the transactions fall under and how they should be reported,” says Johnson.





Chapter 5: Guarding Against Payment Fraud

Before implementing an integrated treasury management solution, you should plan carefully for how you will protect your business against payment fraud.

“The exposure to payment fraud risk is substantial, so fraud protection should be at the top of your priority list,” says Johnson.

Positive Pay

The main fraud protection tool utilized by most businesses today is Positive Pay. With this solution, the bank will compare checks posted for payment to a check-issued file and match checks as they are presented. Only those that match the check-issued file are paid — all others are flagged as suspect and reported to you for a pay or no-pay decision. By including the payee in this process, it helps to mitigate any altered payee fraud attempts.

ACH Positive Pay

ACH Positive Pay is a similar solution for payments made electronically via ACH. You supply the bank with a list of approved vendors who are paid electronically and the maximum amount that can be paid to any one vendor. If any ACH transaction falls outside of these boundaries, you will receive an alert and can decide whether to approve the transaction or not. You have 24 hours to dispute ACH transactions after the debits occur, so utilizing this protection is critical for businesses.

Learn more about: Business Email Compromise

Johnson says that Business Email Compromise (BEC) is one of the biggest fraud threats to businesses, especially those using ACH and wire transfer services.

"This scam targets businesses that work with foreign suppliers and regularly perform wire transfer payments," she says. According to the FBI, global losses attributed to BEC between October 2013 and July 2019 exceeded $26.2 billion.

BEC can take many different forms, but these scams almost always target employees who have access to corporate finances. "This is why it's so important to address fraud risks before you implement an integrated treasury management solution and educate your employees," says Johnson.

In a typical BEC scam, fraudsters use their knowledge of the company to trick an employee into initiating wire transfers to bank accounts that they think belong to trusted partners. But the money is actually transferred into accounts controlled by a cybercriminal.

"This might sound simple, but the sophistication level of these scams is unprecedented," says Johnson. For example, cyberthieves spoof email accounts and websites using slight variations of legitimate addresses and use spear phishing techniques to get employees to reveal sensitive corporate information that enables thieves to steal corporate funds.

The best way to guard against BEC scams is to view every email request with payment instructions as potentially fraudulent until it has been verified.

"To verify the request, call the person who initiated it using a number from within your internal database," says Johnson. "Also confirm the accuracy of the ABA and account numbers while you're on the phone with this person."

Chapter 6: Choosing the Right Treasury Management Bank

Your bank is critical to the success of your integrated treasury management initiative. "Therefore, it's important to spend time carefully researching banks before making a final decision," says Johnson.

She notes that companies often work with the same bank for many years, and as a result they don't get many new treasury management ideas from their bankers. "It can be helpful to talk to different banks to get new ideas when it comes to implementing integrated treasury management solutions," she says.

Cadence Bank is an expert in the area of treasury consulting and consistently brings new ideas to the table. We have helped numerous midsize and large corporations implement integrated treasury management solutions that enable them to increase efficiency, improve decision-making, reduce errors and lower costs.

Please contact us if you would like to discuss how your company could benefit by implementing integrated treasury management solutions.

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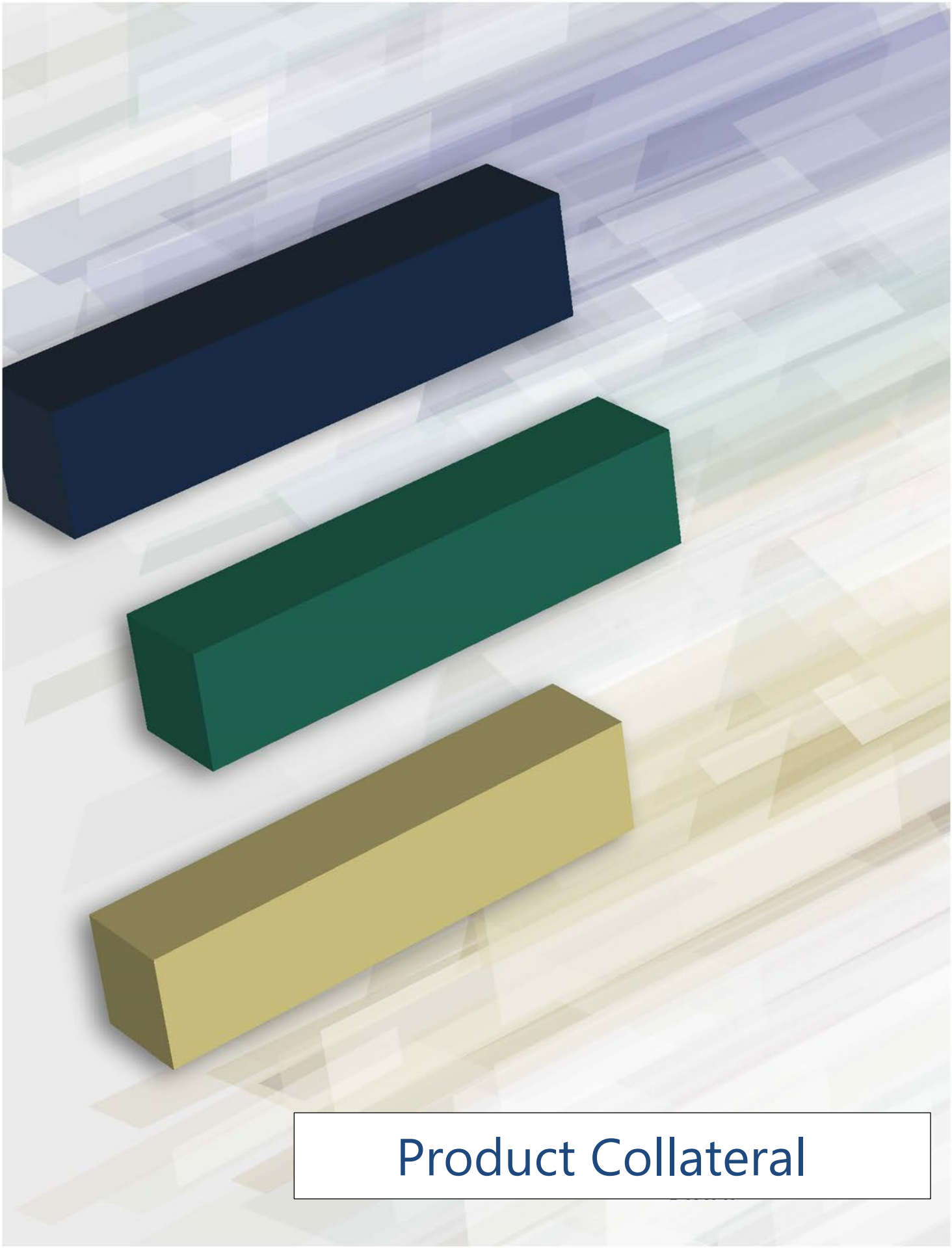
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Product Collateral

Cadence Bank Treasury Management

Account Analysis

How Account Analysis works:

With a Commercial Business Checking account you will receive a monthly statement that provides a detailed analysis of your transactions and balances during this period. Think of it as an invoice that captures the activity on your account and the cost for these services. You will see an earnings credit allowance for the value of your positive collected balances that were on deposit during the period. If your earnings credit allowance is greater or equal to the cost for the activity on your account, you will not be assessed any hard dollar service charges for that month's transaction activity and services. However, if the cost of services exceed the earnings credit allowance, you will be assessed a charge for that month's shortfall.

Commercial Business Checking offers a one-stop resource to help your company manage a variety of cash flow needs. Account Analysis can be applied to a single account or to a group of accounts, giving you insight into the services you use and the balances you need to cover service charges at the account and group levels. Monthly analysis statements track banking activity at the account and group level allowing you to group accounts and allow excess balances from one account to help pay for shortfalls on another account.

Below is an example of an account analysis statement that provides you with a brief example of how the account analysis system will be tracking and reporting your banking activity on a monthly basis. For more information on Commercial Business Checking or other financial services to help your business be successful, please contact your local Business Banking specialist or Treasury Management professional.

Formulas used in this statement:

Balance Multiplier

The average positive collected balance required to offset one dollar of the bank service charge is calculated as follows:

$$\frac{\$1.00}{\text{Earnings Credit Rate}} \times \frac{\text{Number of Days in Year}}{\text{Days in Analysis Statement Cycle}}$$

Earnings Credit

Total earnings on balances maintained during the statement period that may be used to offset service charges. It is computed as follows:

$$\text{Average Daily Collected Balance} \times \text{ECR} \times \frac{\text{Days in Analysis Cycle}}{\text{Number of Days in Year}}$$

Components of an Account Analysis Statement

(see sample statement on page 2)

1. **Statement Date:** The ending date of this statement
2. **Account:** The individual or group account for this relationship
3. **Contact:** Account officer's name and phone number
4. **Balance Computation:** Section of the statement that provides a recap of the account balances for your accounts
5. **Average Daily Book Balance:** The sum of the ledger balances at the close of business each day, divided by the number of days in the statement cycle

(continued on next page)

6 **Average Daily Float:** The sum of the checks or other negotiable instruments that are in the process of collection over a statement cycle, divided by the number of days in that cycle

7 **Average Daily Collected Balance:** The sum of the positive collected balances at the close of business each day of the statement period, divided by the number of days in the statement cycle

8 **Balance to Support Services:** Balance available to cover all analyzed services

9 **Account Position:** The recap of the current statement period credit for balances and current period service charges

10 **Earnings Credit:** Total earnings on balances maintained during the statement period that may be used to offset commercial services charges. The earnings credit rate (ECR) is the discount rate used to calculate the earnings credit for the average positive collected balances maintained in an account, valuing non-interest bearing deposits. It is set by the bank and subject to change monthly.

11 **Current Period Analyzed Charges:** Total service charges for the current statement cycle that can be paid for with the Earnings Allowance on balances

12 **Analyzed Charges Due after Credit:** Amount due if the service charges are greater than the earnings credit and payment terms call for payment during the current statement cycle

13 **Total Fees Debited to your Account:** The sum of the Net Shortfall Due plus the Net Fee-Based Charges Due

14 **Balance shortage for the current period:** The additional balances that would have been required to offset all fees

15 **Service Charge Detail:** Section of the statement that provides a detailed description of services billed in the current month along with the volume, unit price, service charge, and equivalent balance requirement for each price code

16 **Volume:** Total use of product, measured in units or dollar amount

17 **Unit Price:** Unit price per volume of the service described

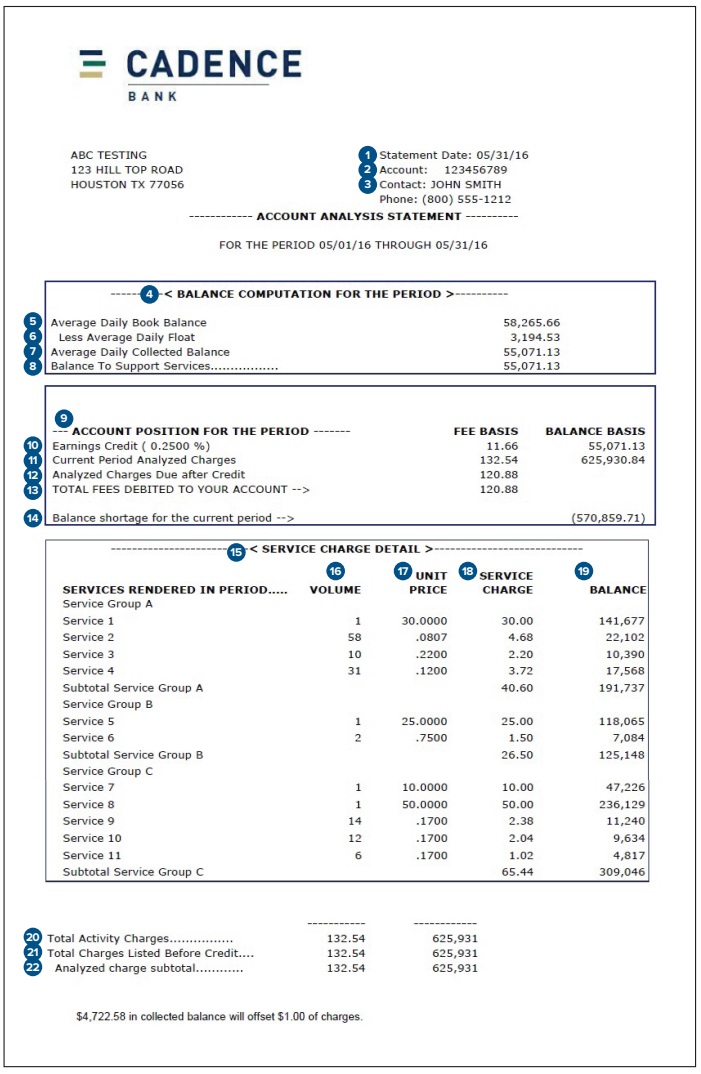
18 **Service Charge:** Unit price multiplied by volume

19 **Balance:** The amount of positive collected balance required to offset this particular service during this statement cycle

20 **Total Activity Charges:** Total service charges for the current statement cycle that can be paid for with the Earnings Allowance on balances

21 **Total Charges Listed Before Credit:** Total service charges plus fee-based charges due before credit

22 **Analyzed Charge Subtotal:** Total service charges for this statement period for this account



CADENCE BANK

ABC TESTING
123 HILL TOP ROAD
HOUSTON TX 77056

1 Statement Date: 05/31/16
2 Account: 123456789
3 Contact: JOHN SMITH
Phone: (800) 555-1212

ACCOUNT ANALYSIS STATEMENT

FOR THE PERIOD 05/01/16 THROUGH 05/31/16

4 < BALANCE COMPUTATION FOR THE PERIOD >

5 Average Daily Book Balance	58,265.66
6 Less Average Daily Float	3,194.53
7 Average Daily Collected Balance	55,071.13
8 Balance To Support Services.....	55,071.13

9 ACCOUNT POSITION FOR THE PERIOD

	FEE BASIS	BALANCE BASIS
10 Earnings Credit (0.2500 %)	11.66	55,071.13
11 Current Period Analyzed Charges	132.54	625,930.84
12 Analyzed Charges Due after Credit	120.88	
13 TOTAL FEES DEBITED TO YOUR ACCOUNT -->	120.88	
14 Balance shortage for the current period -->		(570,859.71)

15 < SERVICE CHARGE DETAIL >

SERVICES RENDERED IN PERIOD.....	16 VOLUME	17 UNIT PRICE	18 SERVICE CHARGE	19 BALANCE
Service Group A				
Service 1	1	30.0000	30.00	141,677
Service 2	58	.0807	4.68	22,102
Service 3	10	.2200	2.20	10,390
Service 4	31	.1200	3.72	17,568
Subtotal Service Group A			40.60	191,737
Service Group B				
Service 5	1	25.0000	25.00	118,065
Service 6	2	.7500	1.50	7,084
Subtotal Service Group B			26.50	125,148
Service Group C				
Service 7	1	10.0000	10.00	47,226
Service 8	1	50.0000	50.00	236,129
Service 9	14	.1700	2.38	11,240
Service 10	12	.1700	2.04	9,634
Service 11	6	.1700	1.02	4,817
Subtotal Service Group C			65.44	309,046

20 Total Activity Charges.....	132.54	625,931
21 Total Charges Listed Before Credit....	132.54	625,931
22 Analyzed charge subtotal.....	132.54	625,931

$4,722.58 in collected balance will offset $1.00 of charges.

Contact Us

For more information, please contact your Cadence Treasury Sales Officer or Treasury Client Support at 1-800-329-0289 or treasurymanagement@cadencebank.com.

ACH Positive Pay

Reduce the Risk of Fraudulent ACH Transactions



Take Control of ACH Transaction Security

Set limits on your ACH debits and it will automatically approve small or regularly recurring transactions. This solution allows you to review unusual ACH debit amounts and receive notifications of ACH exceptions by email or SMS.*

Security and Fraud Control

Set custom filters for different vendors with allowable ACH payment amounts drafted on your Cadence account. ACH debits within the acceptable range are paid automatically. Authorized users can then review exceptions and decide to pay or return the payment.

Easy Online Access

View and process exception items, set up custom filters, and view your transactions at a glance in the easy-to-use Allegro™ online portal.

Internal Control Support

Maintain your internal control processes by managing permissions for authorized users. Segregate the roles of debit filter administration from pay-or-return decisions.

ACH Positive Pay Reports

Quickly and easily generate lists of previous exceptions or current ACH debit filters. The robust reporting provides a wide variety of available criteria when generating your reports.

Mobile Access

Get ACH Positive Pay on your smartphone with Cadence Bank Mobile app for commercial clients. It's a fast, convenient and secure way to manage ACH Positive Pay transactions including the ability manage debit filters or return ACH exceptions.

Are Your Company's ACH Transactions Secure?

Fact: In 2018, 33% of organizations were affected by ACH debit fraud.

(Source: 2019 AFP© Payments Fraud and Control Survey, Association of Financial Professionals)

Do you want a faster way to send and receive customer payments?

e-Invoice Presentment & Payment (EIPP) allows customers to view invoices online and make payments via ACH, credit card, voice response or by phone.

**Text message charges from your mobile carrier may apply.*

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ACH Services



Maintain Optimal Cash Control

Speed and efficiency in collection, initiation, concentration and disbursement of funds are an important economic consideration for companies of any size. Automated Clearing House (ACH) solution gives you a dependable collection and payment system that can help optimize your company's cash flow and overall productivity.

Faster and More Reliable Payment Delivery
Regardless of location, unexpected weather, or transportation delays, you are assured that funds can be paid or collected on time.

Control Settlement to Better Manage Cash Flow
By originating ACH transactions, you determine the effective date of the settlement to your account resulting in more predictable cash flow.

Reduced Costs
ACH provides a convenient, low-cost and flexible way to make payments and receive funds by eliminating the need for check printing, mailing and reconciling expenses. No more hassles associated with lost or stolen checks.

Better Use of Funds
By using ACH to concentrate your funds, you minimize idle balances and gain access to more funds for investments and loan payments.

Ways To Use ACH

Direct Deposit
Provides a safe and convenient way to accurately pay your employees, while saving time and money.

Pre-authorized Payments
Electronically collects receivables.

Same Day ACH Originations*
Expedite transactions requiring same-day receipts for single transactions at a much lower cost than a domestic wire transfer. Same day ACH also provides a contingency option for emergency payrolls, missed payment deadlines, and collections.

Move Funds
You can make tax payments, pay invoices and transfer funds for optimal cash concentration.

Did You Know that ACH Payments Topped $51.2 Trillion in 2018?

Fact: ACH network volume reached nearly 23 billion payments in 2018, the highest growth rate since 2008. That's nearly 70 payments for every person in the U.S.

(Source: NACHA, The Electronic Payments Association)

Did you know you can reduce fraudulent ACH transactions with ACH Positive Pay?

ACH Positive Pay – Reduces the risk of fraudulent ACH transaction activity by setting limits on which ACH debits are automatically authorized to be paid. You are notified if any ACH debits are presented to Cadence that do not fit the specified criteria.

**Federal and international payments are currently ineligible to be processed by the ACH Network. For additional information on ACH rules, visit the NACHA website at nacha.org.*

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Allegro™

Fast, Simple and Secure Online Banking For Business



Experience Next Level Cash Management Capabilities

Allegro™ provides secure, one-stop access to all of our Treasury Management Solutions including Information Reporting, Receivables and Payments solutions.

Any authorized member of your staff can sign on to access bank information and initiate payments to manage cash flow.

Security

Allegro™ provides modern encryption features and multi-factor authentication (MFA) to protect against sophisticated scams and hackers.

You can authorize monetary transactions with your smartphone in the Cadence Bank Mobile app or with a key fob token.

Cadence utilizes Trusteer Rapport®, an industry leading malware and fictitious website protection service, to protect against fraud.

Efficiency

Allegro's™ single sign-on online banking portal gives you greater control of your cash position with up-to-the minute reporting on your accounts.

Customizable user settings allow access to specific transaction types or reports based on job responsibilities.

Allegro™ provides access to 13 months of images and data, 7 years of statement images, previous and current day balance reporting and various exportable file formats.

You can also run reports to monitor access and site usage for review and audit purposes.

Do Most Commercial Businesses Want To Use Digital Banking?

Fact: 85% of all commercial banking customers currently use digital banking in their personal lives. Of those, 95% would like to see it used in their commercial operations, too.*

(Source: Business Insider Intelligence, Fraedom, 2019)

Did you know you can access Allegro™ on-the-go from your smartphone?



Whether you're in the office or on-the-go, the Cadence Bank Mobile app lets you manage your banking anytime, anywhere. From viewing account balances, to dispositioning check and ACH positive pay exceptions, you have the convenience of banking 24/7. Plus, our enhanced security features guard against fraud.

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Efficient Payroll Processing

Cadence **Altera Payroll**

Are you looking for a Payroll solution that will help decrease costs, increase internal controls, decrease payroll processing time and provide hands-on service?

A Cadence Solution

Altera Payroll can help reduce the drain on your internal resources and may enable you to:

- Decrease costs using electronic services
- Increase your cash control
- Gain better payment predictability
- Effectively manage employee payroll exceptions

Value to you

- Track employee time, attendance, vacation and accruals
- Comprehensive payroll processing
  - Calculation
  - Payment to employees (checks, Direct Deposit, etc.)
  - Reporting and filing for all entities
- Web-based timekeeping
- Fully automated HRIS, payroll, benefits, labor management
- Flexible and customizable payroll functionality
- Direct access to pay data for your workforce
- Dedicated representative who gets to know you and your payroll
- Employee online access



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- Capability to export and import directly to accounting systems
- Cloud-based technology – Access anytime and anywhere, no software to install
- Information backup and security
- Employee handbook assistance, library of business, state and federal forms
- Assurance of healthcare compliance including ACA, COBRA & workers compensation audits

Sign up today and stop worrying about payroll errors, exceptions and changing tax regulations. If you already have a payroll provider, give us an opportunity to show you how we can save you money with our payroll solution and help you enjoy real world-class customer service.

Other Products to Consider

Cadence PayCard - Our PayCard is a convenient, cost-effective option to paper payroll checks. It provides your employees immediate access to their pay while reducing your payroll administration costs. Instead of a paper check or direct deposit, enrolled employees can receive a reloadable Visa® Debit Card.

Electronic Check Conversion – Streamline payroll processes by converting consumer payroll transactions to cost-effective ACH direct deposits.

Contact Us

If you would like to learn more, contact your local Cadence Treasury Sales Officer or Treasury Client Support at 1-800-329-0289 or treasurymanagement@cadencebank.com.

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Manage and optimize your cash positions

Cadence **Controlled Disbursement**

Did you know? *Your company can have access to early morning information of disbursement funding requirements so you can reduce borrowing requirements or make the most of investment opportunities.*

A Cadence Solution

Cadence Bank Controlled Disbursement service gives you precise control of account balances and working capital to aide in your daily forecasting. This service includes daily, early morning notification of checks presented for clearing against your account – reporting is done through Information Reporting Service that is part of the Cadence Allegro!® portal. With this treasury management service, you have the ability to make important cash position decisions resulting in earlier investments and/or reducing idle balances.

Value to You

- **Reduction in Idle Balances** - Reduces idle balances in anticipation of check clearings so you can minimize borrowings or maximize investments.
- **Early & Complete Notification** –Provides funding summary totals and detail each business day by 8:30 a.m. CT.
- **Reduction of Overdrafts** - Shows your exact in-clearings and presentments early in the day.
- **Fraud Protection via required Positive Pay Service** - Helps you pay "authorized only" checks and monitor outstanding Controlled Disbursement checks to detect fraud and mitigate disbursement risk.
- **Convenience** - Automatically funds the Controlled Disbursement Account via the company's master operating account. Cadence Allegro!® portal also facilitates account funding through its online wire or account transfers services.

How it Works

- You establish a new Controlled Disbursement Account at Cadence Bank.
- Early each day, the Federal Reserve electronically notifies Cadence Bank of checks presented for your Controlled Disbursement Account.
- Checks that are cashed at a Cadence Branch are not included in current-day totals; they are held over and included in the next-day funding notification.
- Every business day by 8:30 a.m. CT you can access your daily funding requirements. Without Controlled Disbursement, this information would not be available to your company until the following day.
- Funding of your Controlled Disbursement Account will be made by Zero Balance Accounts (ZBA), funded by the master operating account.



Other Products to Consider

Merchant Services - Expand your customer base and reduce risk as well as the burden of billing and collections by accepting credit cards. With TSYS®**,** one of the nation's leading payment processors, we can bring you industry expertise and cutting-edge technology.

Remote Deposit Capture - Make your deposits faster and easier without ever leaving your office. With Remote Deposit Capture from Cadence Bank, you can deposit checks electronically...right from your desk. Remote Deposit is an easy-to-use, secure solution that gives you faster access to funds and greater control over your money management.

Payables Lockbox – By utilizing the technology of Strongroom Solutions, Cadence provides a bill-payment solution that addresses every aspect of the invoice payment process, from invoice receipt to payment and posting.



Contact Us

To learn more, contact your local Cadence Treasury Sales Officer or Treasury Client Support at 1-800-329-0289 or treasurymanagement@cadencebank.com.

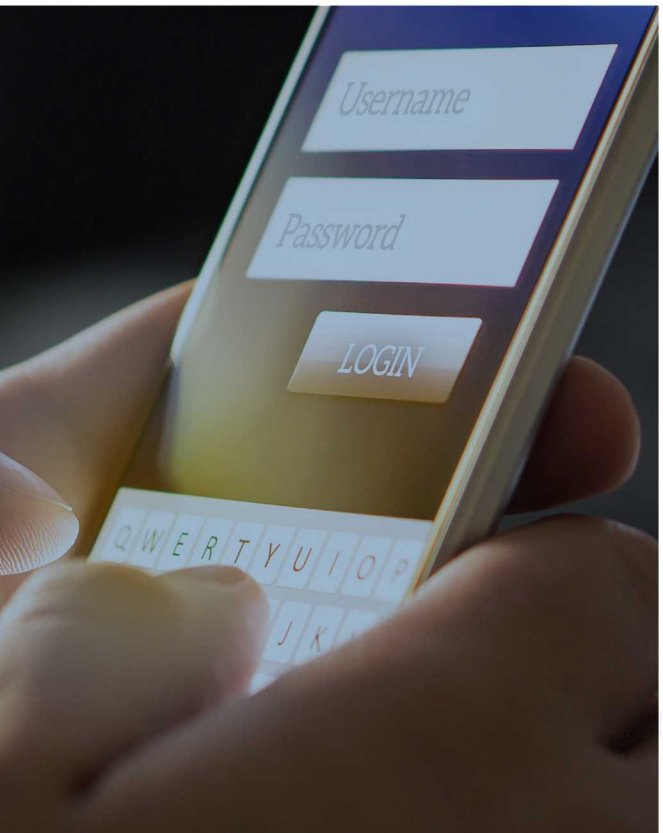
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gVERIFY®

Enable faster payment processing without increasing customer friction

- Expedite payments and disbursements
- Validate account ownership and account status in real-time
- Eliminate opportunities for fraud without adding friction

gVERIFY® uses a routing and account number to provide real-time account status for consumer and business accounts giving your FI complete confidence that an account is valid prior to approving a deposit or accepting a payment.



gVERIFY® provides

- Checking account status updated daily directly from financial institutions nationwide
- Confirmation of the date the account was added to the network
- Comprehensive analytics into historical account behavior to predict future trends
- Status related to multiple payment types, including wire, check and ACH

giact

gVERIFY®

Confirm that an account is open, active and in good standing prior to accepting any type of payment originating from a checking account

Process ACH debits and disburse funds or claims via ACH or wire

Verify account status and ownership for recurring payment setup

Benefits include:

- Real time check and ACH payment processing capability
- Improved customer response time with rapid risk decisioning
- Reduced losses from check and ACH returns, including NSF
- Reduction of fees associated with chargebacks or administrative returns
- Reduce costs associated with collections and investigations

FAQ's

1. What kind of response will I receive when using this service?
gVERIFY provides the following decision-based responses: Accept, Decline, Accept with Risk or No Data found. Additional data is provided in XML format for additional detail as-needed.

2. What type of data is contributed to this file by the participating banks?
Banks contribute the positive and negative status of their accounts. Status information contributed includes open/valid, closed savings/checking, NSF, frozen, post no debits and more.

3. How long does it take for a response?
gVERIFY is a real time or batch service. If the inquiry is processed in real time, it is typically processed with sub-second response time. Batch files are processed and returned in less than 24 hours.

4. How many banks contribute data to this file?
The proprietary data file is owned by a consortium of banks who manage and make available this data to GIACT for access to our clients. This data is unique in the industry and has the largest coverage of bank account data nationwide that includes over 4 billion account records.

5. Will this service help reduce my returns?
gVERIFY will reduce both administrative and NSF returns immediately by providing the most recent status of your customer's bank account such as if the account is open/valid, closed/frozen status, unable to accept an ACH debit, already in over draft NSF status and more.

6. Can I use gVERIFY as a stand-alone service?
gVERIFY can be used as a stand-alone service to identify bank account status. It can also be used in conjunction with gAUTHENTICATE to verify the account signatory when needed. Please see our gAUTHENTICATE product brief for more details.

To learn more, go to: https://www.giact.com/gverify/ or call (866) 918 - 2409

e-Invoice Presentment & Payment (EIPP)



Simplify Invoicing & Collections

Want to make payment processing less manual for your company? Interested in providing your customers an easier way to pay you? e-Invoice Bill Presentment and Payment (EIPP) does just that.

EIPP simplifies receivables processing by allowing you to distribute electronic invoices, saving the cost of printing and postage. EIPP information is available in one, easy-to-access portal, giving you visibility to cash flow and reducing collection cycle time.

To further streamline invoicing and collections, EIPP automatically generates email notifications to your customers when an e-Invoice is available. In addition, customers can receive automatic reminders when a payment is due or past due. These notifications improve collection rates and speeds, allowing you to focus on other collection efforts.

Quick Pay or Pro Solutions

Quick Pay Solution

Payer receives an invoice from you and then goes to the online portal to pay the invoice. No invoice is presented via the EIPP system.

Pro Solution

Simply send a billing file to the bank and we will enroll your payers. Customers are presented the amount and due date via the portal. Payers also have the option to set up one-time or recurring payments.

Customers Prefer Electronic Invoicing & Payment Options

Fact: Website payments total more than $1 trillion annually.

(Source: paymentssource.com)

Interested in reducing check fraud?

Check Positive Pay helps you monitor checks drawn on your accounts. The system compares your list of checks and amounts with those drawn on your account. Checks which do not match are presented as exceptions, allowing a pay-or-return decision.

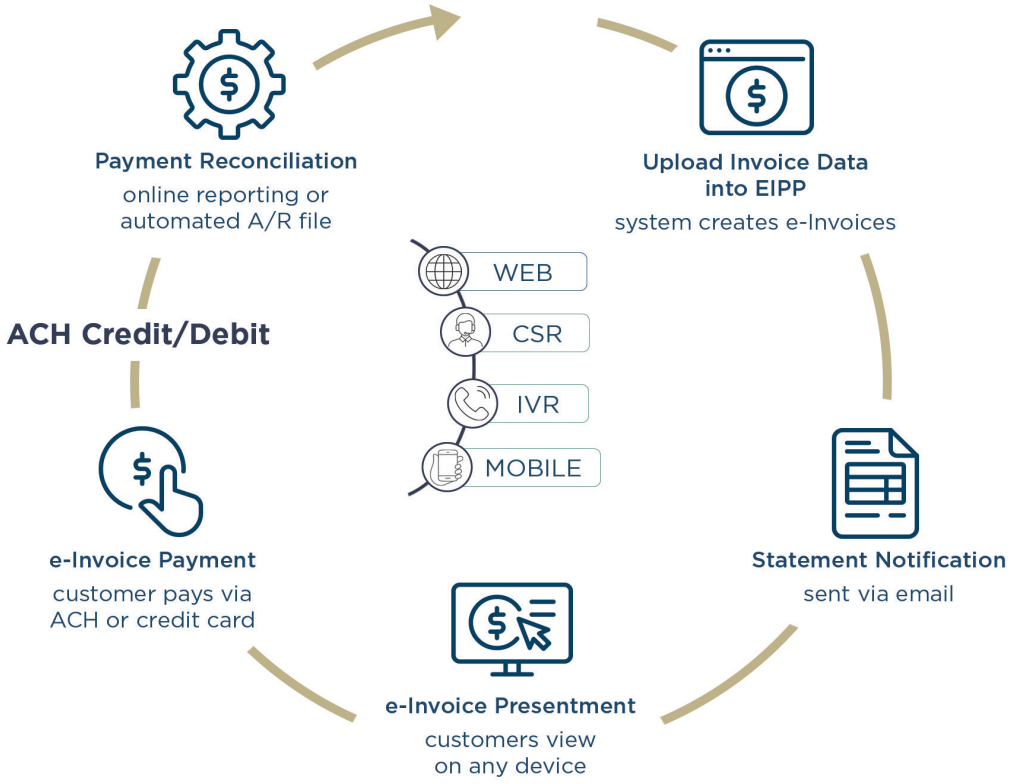
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e-Invoice Presentment & Payment (EIPP)



Robust Technology | Scalable Solutions | Proven Results

Go Paperless and Present Invoices Online

Quickly and easily send invoices through our EIPP platform. Our flexible, powerful, user-friendly system replaces outdated and inefficient print-and-mail invoicing.

Accept Online Payments

EIPP allows your customers to securely pay their invoices anytime, anywhere via online, phone, or mobile channels, instead of mailing paper checks. The ease with which they can pay invoices helps keep customers happy and reduces churn.

Improve Cash Flow

EIPP helps speed your receivables processing and reduce payment collection cycle times. It also provides more oversight and cash flow visibility.

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Streamline receivables process and maximize cash flow

Cadence **eLockbox Service**

Did you know? *You can streamline payments made through online banking and other bill pay websites using a fast, straight-through processing solution that maximizes efficiency.*

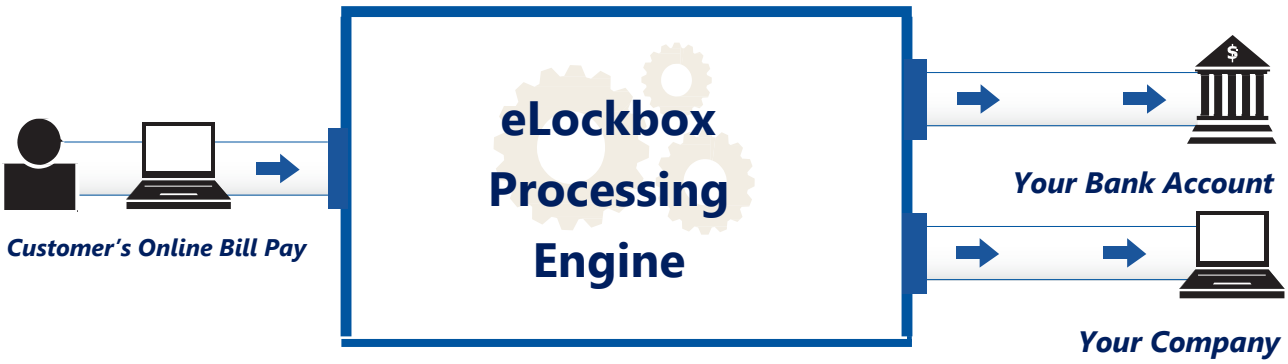
A Cadence Solution

If your company receives checks from banks or third-parties on behalf of your customers, you know the inefficiencies they can present. Inaccurate account information and labor-intensive processing can delay posting and lead to customer service issues. Cadence eLockbox service streamlines payments made through online banking and other bill pay websites. Rather than allowing these transactions to become slow moving bill pay checks, eLockbox consolidates the payments and delivers funds & posting data to you electronically; posting data that is integrated with your Lockbox data file. The result is fast, straight-through processing that maximizes efficiency.

Value to You

- **Fast** - gives you quicker access to funds; payments are transferred directly into your company's bank account via a single daily ACH deposit
- **Easy** - allows you to make corrections when inaccurate account information is provided and assign payments to be automatically routed in the future
- **Accurate** - delivers payment information in your desired format for easy, error-free posting
- **Economical** - provides a more cost-effective solution than manually processing bill pay checks or utilizing a standard lockbox service

How it works:



1

Payments initiated

Customers initiate payments through their online banking or other bill pay websites.

2

Payments consolidated & routed

eLockbox consolidates payments and generates a data file in your desired format. Payments are either routed automatically or pre-processed.

3

Payments deposited & data delivered

Funds arrive in your company's bank account via a single ACH daily deposit. Data is delivered to you in your desired format for easy, accurate posting.

Other Products to Consider

Payables Lockbox - Streamline your Accounts Payable processing with reduced payment processing time and costs. Using the technology of Strongroom Solutions, we provide a bill-payment solution that addresses every aspect of the invoice payment process, from invoice receipt to payment and posting.

Receivables Lockbox – Maximize cash flow and streamline your receivables process. Our Retail and Wholesale lockbox processing centers were built with the latest technology to handle your low or high volume remittance payments.

Contact Us

To learn more, contact your local Cadence Treasury Sales Officer or Treasury Client Support at 1-800-329-0289 or treasurymanagement@cadencebank.com.

Navigate global markets with ease

Cadence **Foreign Exchange**

Did you know? *The U.S. Dollar is at its strongest level in over 5 years. By simply paying international invoices in foreign currency instead of U.S. Dollars, you can save your company over 10 %.* *(Source: Cadence FX Institute)*

A Cadence Solution

Global bank sophistication - Cadence Bank sets the standard for how foreign exchange is traded. Rather than employing a one-dimensional, transactional approach, we take the time to understand your exposure and offer the best solutions for managing your foreign exchange risk. Whether you are seeking the best offer for your spot transactions or hedging your foreign earnings translation risk, our team of experienced advisors will help you navigate the global markets with the trading coverage and expertise that is crucial in today's volatile trade climate.

Value to you

Global market coverage - As you know, this is key to superior pricing and execution**.** We offer a comprehensive array of foreign exchange services 24/7 through our partnerships in New York, London, Tokyo and Hong Kong.

Innovative and flexible products - Cadence provides a broad range of customizable products and solutions. Through the use of swaps, options and non-deliverable forwards, we have the necessary tools to effectively manage our clients' currency risk.



Accessible execution channels - Our clients depend on us to execute their foreign exchange transactions through a multitude of channels. You may choose to deal directly with our FX trading desk by phone or initiate transactions online through Bloomberg FX Dealer or our single sign-on customer portal, Allegro!®.

Currency strategy and market expertise - Cadence offers custom-tailored economic intelligence reports that combine fundamental, geopolitical and technical analyses with expert advice to highlight the best decisions on managing currency risk.

Other Products to Consider

Allegro!® Portal - Our portal provides secure, one-stop access to all of our Treasury Management services including Information Reporting and Payment Initiation Services. One place to go, one set of login criteria to remember…so easy! With Cadence Allegro!® any authorized member of your staff can sign on once to manage your company's cash flow with access to bank information and payment initiation anytime, anywhere via the Web, and there is no software required.

Allegro!® Wire Transfer Service - Clients can initiate Fed payments, international payments in U.S. Dollars and 37 foreign currencies, book transfers and federal tax payments via the Allegro!® portal. Additionally, you can manage the set-up of initiators and the various functions that users are authorized to perform, as well as the set-up of repetitive and semi-repetitive wire templates.

Contact Us

To learn more, contact your local Cadence Treasury Sales Officer or Treasury Client Support at 1-800-329-0289 or treasurymanagement@cadencebank.com.

Higher sales and revenue potential

Cadence **Merchant Services**

Did you know? *The average spend per card purchase is consistently more than cash. On average, cash transactions are $17, while credit card purchases average $66 and debit card purchases average $42. This can make a real difference to your bottom line!* (Source: Visa.com)

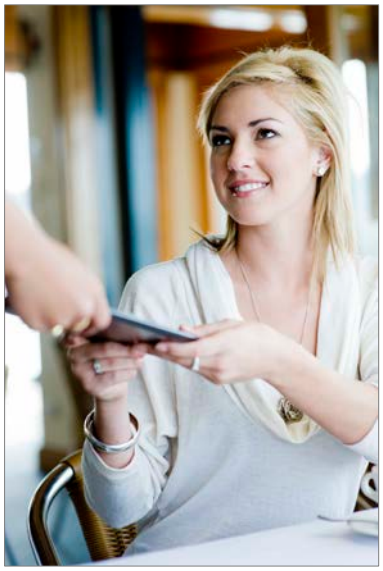
A Cadence Solution

With the expertise of TSYS®, one of the nation's leading providers of payment processing services, we are able to provide a customized payment processing solution to help expand your customer base and boost your bottom line. Payment by card also reduces risk associated with the burden of billing and collection.

Cadence Merchant Services:

- Accepts Visa®, MasterCard®, Discover®, JCB®, American Express®, Diners Club®, PayPal® at the point of sale, and private label cards
- Delivers next-day settlement on all credit card types, including American Express® *
- Issues and accepts prepaid cards such as gift cards
- Provides comprehensive online reports and Merchant Help Desk available 24/7
- Deposits funds in your business checking account within two business days
- Provides multiple authorization networks and transaction processing options
- Includes ACH processing and check verification
- Provides automated in-house chargeback/retrieval processing system providing 24-hour turnaround

Value to you



- **Improve cash flow**- Money from credit card sales is instantly delivered to your bank account based on the settlement date.
- **Global acceptance-** Accepting cards extends your business to be conducted with anyone in any part of the world. (Visa®, MasterCard®, American Express®, Discover®)
- **Decrease check losses-** Decreases the frequency of dealing with bounced checks and the costs associated with them.
- **Speed -** Reduce the time your customers spend at checkout with the efficiency and convenience of card acceptance.
- **Reduce cash on hand-** Accepting cards reduces the risk and inconvenience of having large sums of cash.

Other Products to Consider

Purchasing Card- Synchronize your company-wide procurement process with this complete travel and purchasing instrument. It combines the function and control of a purchasing card with the flexibility and power of a travel and entertainment (T&E) card.

Remote Deposit - Deposit checks electronically…right from your desktop. An easy-to-use, secure solution that gives you faster access to funds and greater control over your money.

Contact Us

If you would like to learn more, contact your local Cadence Treasury Sales Officer or Treasury Client Support at 1-800-329-0289 or treasurymanagement@cadencebank.com.

Subject to credit approval. *Only applies to merchants who do not currently have an existing American Express relationship. Merchants eligible to accept American Express Cards directly through TSYS® are those that process less than $1,000,000 in American Express annual charge volume.

Improve your payment strategy

Cadence **Outsourced Disbursements**

Did you know? *Some of the top reasons businesses decide to outsource disbursements are to lower and control operational costs and to free up internal resources so they can be used for other purposes.*

A Cadence Solution

Our Outsourced Disbursement Service, powered by SunGard® Financial Systems, provides benefits and cost savings to both payers and payees. We provide a practical path to transitioning accounts payable disbursements away from the inefficiencies surrounding paper checks and manual processing.

Check to ACH Conversion

While payment by check is inefficient, switching to electronic payments can be challenging. Without an effective method to relay remittance details to suppliers, ACH handling remains costly and inefficient for suppliers, demanding time, staff, and resources to process and re-key remittance data. We work with your vendors to send payments as quickly and efficiently as possible, improving vendor relationships.

Check-In-The-Mail

While many payments can be converted to ACH, there are still those that must be paid by paper check. Outsourced Disbursement Service alleviates costs by providing address cleansing and postal sorting, which helps produce the lowest possible postage costs.

Value to you

With Outsourced Disbursements you can:

- Reduce costs
- Improve vendor relations

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- Reduce paper
- Easily enroll vendors
- Reduce manual A/P task loads and errors
- Improve visibility to payments
- Mitigate Fraud
- Make electronic payments and view remittance details



Other Products to Consider

Positive Pay –Monitor checks presented for payment against your account and reject unauthorized transactions before losses occur. If any checks are not found in the database you provide us, we will report them to you as exceptions requiring an online pay or return decision.

Receivables Lockbox – Streamline your receivables process and maximize cash flow with Cadence Receivables Lockbox service. Retail and Wholesale lockbox services are available using processing centers built with the latest technology to handle your low or high volume remittance payments.

Payables Lockbox – By utilizing the technology of Strongroom Solutions, Cadence provides a bill-payment solution that addresses every aspect of the invoice payment process, from invoice receipt to payment and posting.

Contact Us

To learn more, contact your local Cadence Treasury Sales Officer or Treasury Client Support at 1-800-329-0289 or treasurymanagement@cadencebank.com.

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Expediting Cash Flow, Enhancing Security and Building Efficiency

Cadence **Payables Lockbox**

Did you know? *Payables Lockbox provides companies access to bill payment functionality for viewing, approving, and paying invoices online; thereby streamlining the accounts payment process.*

A Cadence Solution

In the same way that traditional lockbox has offered operational efficiencies and security in handling receivables, Payables Lockbox offers similar benefits in the way vendor invoices are received, approved, and ultimately paid. Utilizing the technology of Strongroom Solutions, we provide a bill-payment solution built for businesses which addresses every aspect of a business' invoice payment process, from invoice receipt to payment and posting. If you're looking to move to a paperless back-office and streamline your A/P process, this is your solution.

Value to You

- **Reduce the time** it takes back-office staff to manage invoices.
- **Minimize approval hold-ups** and funds management issues which translate into a reduced bottom line.
- **Avoid the consequences** when vendors aren't paid: discontinued service, late fees, or bad credit.
- **Reduce your invoice processing** time by at least 30 days from the traditional paper-based process that can take up to 48 days.
- **Reduce accounts payable processing costs** by addressing the issues of paper invoices, approval routing and payment disbursement.
- **Discover the many benefits** of using Centralization, Automation, Reporting and Security found in our Payables Lockbox service.

Other Products to Consider

Receivables Lockbox – Streamline your receivables process and maximize cash flow with Cadence Receivables Lockbox service. Retail and Wholesale lockbox services are available using processing centers built with the latest technology to handle your low or high volume remittance payments.

ACH Collections/Pre-Authorized Payments - An electronic alternative to check collection for recurring consumer payments, this ACH solution allows you to automatically debit your customers' accounts and gain access to funds on the payment effective date. Pre- Authorized payments speed up the collection of your receivables and improve cash forecasting.

Disbursement Services - Cadence offers many Disbursement Services including; Controlled and Outsourced Disbursements, Account Reconciliation, Positive Pay, Purchasing Card, PayCard, Wire and ACH Payment Processing.

Contact Us

To learn more, contact your local Cadence Treasury Sales Officer or Treasury Client Support at 1-800-329-0289 or treasurymanagement@cadencebank.com.

Reduce payroll costs & increase efficiency

Cadence **Payroll Card**

Did you know? 88% of employees prefer to be paid via payroll card rather than a paper check and 89% say their payroll card saves them time versus having to cash a check *(VISA / Ipsos study)*

A Cadence Solution

Using the expertise of Prepaid Technologies, we can bring you a complete payroll solution that can replace your company's need for paper payroll checks and move you closer to achieving 100% electronic payroll.

Value to you

- Eliminates paper checks, storage, envelope stuffing, distribution and postage
- Eliminates check fraud, lost or stolen checks
- Each card has an assigned account number, so deposits use existing payroll system and direct deposit procedures
- No additional hardware or software required

Additional free benefits:

- All your employees/cardholders will have access to a free, 24/7 bilingual cardholder customer service through a user-friendly website, automated phone line and live agents.
- Employees/cardholders can check their balance, transaction history, report lost or stolen cards and settle disputes without having to contact your company.
- Free materials are available to help you communicate the program to your employees.

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CADENCE BANK

Value to your employees:

- Immediate access to funds on payday
- Eliminates fees for cashing checks
- Allows signature and PIN transactions, 24-hour access to cash from ATMs, and cash back
- Provides an easier way to pay bills
- Provides an alternative way to send money to relatives, both foreign and domestic (via a secondary card)
- Protects against fraudulent charges



Other Products to Consider

Prepaid Purchasing Card – Streamline your expense management process and give your company immediate online access to card balances and transaction history for easy reconcilement.

Rewards & Incentive Card – A turnkey, cost-effective solution to help motivate employees, forge relationships with vendors and incent consumers to buy your products.

Automated Clearing House (ACH) Processing – Move funds faster and reduce your risk of errors and fraud. Plus, you maintain optimal cash control with fewer resources.

Contact Us

If you would like to learn more, contact your local Cadence Treasury Sales Officer or Treasury Client Support at 1-800-329-0289 or treasurymanagement@cadencebank.com.

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CADENCE BANK

Fight fraud by safeguarding your transactions

Cadence **Positive Pay**

Did you know? *According to the 2016 AFP Payments Fraud and Control Survey, 71% of companies who experienced payments fraud in 2015 were also victims of check fraud.*

A Cadence Solution

As check fraud continues to increase at an alarming rate, Cadence Bank is responding by developing best practices to reduce losses. Cadence Bank's Positive Pay service allows you to monitor checks presented for payment against your account and reject unauthorized transactions before losses occur. You send us a file of your checks issued each day using our intuitive online service. We'll maintain your issue data and match checks as they are presented. Checks that are not found in our database will be reported to you as exceptions that require an online pay or return decision.



Pay/Return Decision List

	Account #	Check #	Amount	Violation	Scheduled Action	Decision Made
Details	Test 1 - xxx1111	120	$160.00	Paid No Issue	Return	✗
Details	Test 4 - xxx4405	125	$120.00	Amount Mismatch	Return	✗
Details	Test 4 - xxx4405	123	$150.00	Amount Mismatch	Return	✗
Details	Test 4 - xxx4405	124	$150.00	Amount Mismatch	Return	✗
Details	Test 1 - xxx1111	121	$120.00	Paid No Issue	Return	✓
Details	Test 1 - xxx1111	122	$250.00	Paid No Issue	Return	✓
Details	Test 1 - xxx1111	125	$120.00	Paid No Issue	Pay	✓
Details	Test 2 - xxx2222	123	$150.00	Paid No Issue	Return	✓
Details	Test 2 - xxx2222	124	$150.00	Paid No Issue	Return	✓

Value to you

Enhance Decision Making – Our Allegro!® Portal provides one-stop access to review Positive Pay exception items and their images allowing quick and easy pay or return decision making.

Reduce Potential Losses Due to Check Fraud - Positive Pay helps protect against counterfeit or altered checks by providing your company the opportunity to return checks within the required 24-hour timeframe.

Payee Name Verification - Sophisticated automation reads payee names from check images and compares to your check issuance file. Payee Name Verification detects payee name alterations.

Increase Security – Your financial data is protected with the latest security and encryption technologies and industry-leading malware and fictitious website protection provided by Trusteer's Rapport™ product.

As part of our Positive Pay Service, you will benefit from an added level of fraud protection; ***Teller Positive Pay.*** Checks presented over the counter at any Cadence Branch are declined if they do not match your check issue file- giving you enhanced fraud protection.

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Other Products to Consider

Reverse Positive Pay - This is similar to positive pay, but your company, rather than the bank, maintains the list of issued checks. You compare the list of checks presented with your own records and notify us online regarding your pay or return decision.

Controlled Disbursement - Have precise control over account balances and working capital to eliminate the need for you to forecast your daily requirements- we do it for you! Receive electronic notifications early in the day of checks presented against the controlled disbursement account. You can now invest earlier and eliminate idle balances and optimize your cash position.

↘

Contact Us

To learn more, contact your local Cadence Treasury Sales Officer or Treasury Client Support at 1-800-329-0289 or treasurymanagement@cadencebank.com.

Streamline receivables process and maximize cash flow

Cadence **Receivables Lockbox**

Did you know? *Cadence owns and operates its own lockbox platform. Receivables Lockbox services are available using processing centers built with the latest technology to handle low or high volume remittance payments.*



A Cadence Solution

Our **Retail and Wholesale** lockbox services can help you streamline receivables processing and provide you faster access to funds. Our experienced team will securely and accurately process remittance payments according to your specific requirements. Data and image file services are available for integration with your accounting systems to provide automated payment posting. If you receive remittance payments in your office, instead of a lockbox postal office, you can combine these items with your lockbox payments with the **Cadence Remote Lockbox** service. With our secure online portal, Cadence Allegro!®, you will have one-stop access to all lockbox information for the latest processing day, plus up to 7 years of historical transactions.

Value to You

With Receivables Lockbox services, you can minimize the time and money spent on processing payments in-house so you can focus resources on other important aspects of your business. You can enjoy faster account receivable postings, improved productivity and enhanced customer service; thereby, improving cash flow and funds availability.

How it works:

- Client remittance payments are sent to a dedicated P.O. Box controlled by Cadence Bank
- Our couriers retrieve the mail and deliver it to a Cadence processing location
- Payments sent directly to your office are scanned into a remote lockbox for further processing
- Customer files with stop payments and/or billing matches are loaded prior to initial processing
- Mail is sorted and processed according to the client's specifications
- Remittance data is captured electronically or manually keyed against verification match files
- Images can be reviewed in a file or online through our secure lockbox portal
- A daily file of all remittance payments is made available via SFTP transfer

Our Lockbox Division serves a wide variety of industries including:

- Education
- Insurance
- Government
- Healthcare (Business Associate Agreements maintained on file)
- Property Management
- Advertising/Marketing
- Financial Services
- Utility
- Telecommunications
- Manufacturing

Other Products to Consider

Payables Lockbox – By utilizing the technology of Strongroom Solutions, Cadence provides a lockbox solution that addresses every aspect of the invoice payment process, from invoice receipt to payment and posting.

eLockbox - Streamlines payments made through online banking and other bill pay websites. eLockbox consolidates the payments and delivers funds & posting data to you electronically…integrated with your Lockbox data file. The result is fast, straight-through processing that maximizes efficiency.

Contact Us

To learn more, contact your local Cadence Treasury Sales Officer or Treasury Client Support at 1-800-329-0289 or treasurymanagement@cadencebank.com.

Remote Deposit Capture



Make your deposits faster and easier without ever leaving your office. With Remote Deposit Capture (RDC), you can deposit checks right from your desk or on-the-go with our Commercial Mobile Deposit (CMD) service using your smartphone. You can also research and access an image archive of deposits and checks. Remote Deposit is an easy-to-use, secure solution that gives you faster access to funds and greater control over your money management.

Streamline Operations

Reduce labor intensive deposit preparation time including deposit ticket preparation. Multiple locations can deposit into one account and images can be downloaded and saved, creating off-line backups for deposits.

Improve Cash Management

Eliminate regional bank accounts and streamline cash concentration by consolidating your banking relationships.

Expand Access to Deposit Information

Review account transaction history and images, including robust search capabilities, for up to 180 days. Deposit reports are customizable and can be set to your specific user preferences. Research functionality is available to query specific items with a wide range of search criteria. Account information can be exported in multiple formats to import into your accounting and accounts receivable systems.

Do You Know That Remote Deposit Capture was Established in 2003?

Fact: Remote deposit got its start in 2003 with the passage of the Check 21 Act, which gave scanned images of checks the same legal standing as the original paper documents.

Commercial Mobile Deposit



Add our Commercial Mobile Deposit (CMD) service to enhance your remote deposit capabilities. Deposit checks from your iPhone® or Android™ mobile device.[1] Commercial Mobile Deposit allows you to submit multiple checks in one deposit. It is fully integrated with Remote Deposit Capture, helping to meet your business needs and further streamline your business processes.

Did you know it is possible to combine scanned items and Lockbox items into one daily file?

Remote Lockbox allows you to combine scanned check images and Lockbox documents received at your location with items received through our other Lockbox services for posting, clearing, reporting and archival at our main processing center.

[1] *iPhone® is a registered trademark of Apple Inc., Android™ is a trademark of Google LLC*

v-5/20

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https://cadencebank.com/commercial/treasury-management

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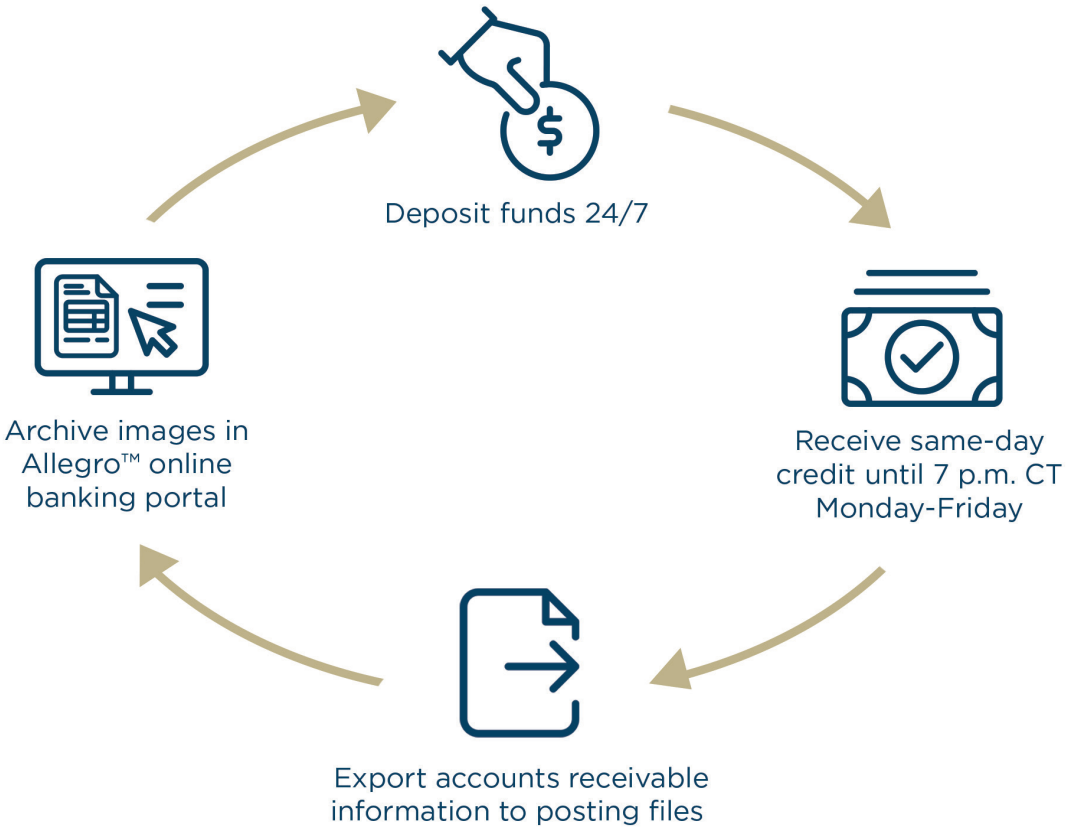
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Remote Deposit Capture

How It Works

We provide your business with a digital check scanner and our Treasury Management support team will provide your team with training. You can then scan checks electronically from your office via a secure internet connection and create an electronic record of your deposits, including images of deposited items and custom information for each check. With RDC you can:

- Deposit funds 24/7
- Receive same-day credit until 7:00 p.m. CT | Monday-Friday
- Export accounts receivable information to posting files
- Archive images in Cadence Bank's online Allegro™ banking portal
- Integrate with Windows or Mac operating systems
- Compatible with Chrome, Firefox, Edge and Internet Explorer browsers



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https://cadencebank.com/commercial/treasury-management

CADENCE BANK

CADENCE BANK, N.A. MEMBER FDIC

Effective cash management to mitigate risk & improve profits

Cadence **Virtual Vault Service**

Did you know? *Cadence Virtual Vault service can help you manage your cash handling needs so you can focus your time on growing your business.*

A Cadence Solution

With Cadence Virtual Vault service, we focus on taking care of your cash-handling needs by partnering with Loomis, one of the nation's leading cash handling service networks. As a business owner, you all too often must focus your time and energy on micro-managing each step of your cash handling process: manually counting cash, preparing and making deposits, and attempting to control cash shrinkage. This takes away valuable focus from your business and frequently results in lost sales and profits. The Cadence Bank integrated solution of technology, cash management services and armored transportation closes the loop on your cash handling, delivering less shrinkage and greater profits. Cadence Virtual Vault offers secure cash handling, cash activity tracking, closed-loop cash reconciliation, reduced shrinkage and automated reporting.

Value to You

- **Greater Security** - Direct delivery of deposits via armored service to Cadence Virtual Vaults drives down chance for theft
- **Cost Savings** - Consolidated accounts at one bank means fewer accounts and fewer bank fees. Use of armored service also results in lower insurance costs
- **Improved Cash Flow** - Deposits are credited within 24 hours and available deposits can then be swept or invested
- **Fraud Protection** - Deposit reporting at the account and store level allows for more timely account reconciliation and better fraud protection.

How it Works

We have teamed up with Loomis to provide Virtual Vault services to your company to help you streamline your armored courier deposits and banking relationships across the continental United States.

Deposit Processing:

- Daily deposits are collected within a marketplace by your armored car provider and delivered to Cadence Bank's virtual vaults for processing
- Deposits are tracked by client account/customer name and detailed deposits are then balanced and transmitted to the Cadence bank
- Deposits are credited within 24 hours and available deposits can then be swept or invested

Coin & Bulk Cash Processing:

- Coin Sorting - Verification and separation of coin and mixed denomination or same denomination
- Coin Wrapping - Wrapping in denomination; processing includes boxing of wrapped coins in 50 roll boxes
- Bulk Cash Processing- Commercial/Retail currency & coin change orders to support the store location sales activity

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Other Products to Consider

Merchant Services - Expand your customer base and reduce risk as well as the burden of billing and collections by accepting credit cards. With TSYS®**,** one of the nation's leading payment processors, we can bring you industry expertise and cutting-edge technology.

Remote Deposit Capture - Make your deposits faster and easier without ever leaving your office. With Remote Deposit Capture, you can deposit checks electronically...right from your desk. Remote Deposit is an easy-to-use, secure solution that gives you faster access to funds and greater control over your money management.

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Contact Us

To learn more, contact your local Cadence Treasury Sales Officer or Treasury Client Support at 1-800-329-0289 or treasurymanagement@cadencebank.com.

Wire Transfers



Move Funds Quickly in a Secure Environment

Cadence Bank offers both domestic and international wire transfer services giving you a reliable way to send or receive payments.

Our full range of secure wire transfer solutions provide same-day settlement and timely information reporting for U.S. Dollar and foreign currency denominations, which include: Book Transfers, Domestic Fed Wire Transfers, Drawdown Wires, International U.S. Dollar Wire Transfers and FX Wires.

Multiple Initiation Options

Speed

Domestic wires are available same-day. International wire time frames vary based on country and destination of receipt.

Security

Only individuals you authorize have access to initiate wires. Additional security options are also available to minimize fraud.

- Token authentication for online initiation
- Dual control requirements, one person to initiate and another to release
- Personal Identification Numbers (PINs) and call recording for telephone initiation
- Malware and fictitious website protection provided by Trusteer Rapport®



Do You Know the Average Dollar Amount of a Wire Transfer?

Fact: In 2019, more than 167 million wire transfers were originated with an average value of each wire transfer being $4.15 million.

(Source: www.federalreserve.gov)

Did you know that you can accelerate funds collections with ACH payments?

An electronic alternative to check collection for recurring consumer payments - ACH Collections/Pre-Authorized Payments Solutions. This service allows you to automatically debit your customers' accounts and gain access to funds on the payment effective date. Pre-Authorized payments speed up the collection of your receivables and improve cash forecasting.

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https://cadencebank.com/commercial/treasury-management

CADENCE BANK

CADENCE BANK, N.A. MEMBER FDIC

Improve your funds management

Cadence **Zero Balance Accounts**

Did you know? *Zero Balance Accounts offer you the ability to streamline your funds management and manage your liquidity, even if your company has numerous operating locations or geographically disbursed entities.*

A Cadence Solution

Our Zero Balance Account (ZBA) service allows you to link multiple disbursement and/or collection accounts to a master account, providing you the convenience of concentrating cash in one centralized account. Disbursements such as payroll, petty cash, vendor payments, and collections such as lockbox deposits, over the counter deposits, wire or ACH collections, are made from or received into subsidiary accounts, which always maintain a zero balance.

Value to you

Cadence Bank's Zero Balance Account service allows you to maintain multiple accounts that may be required to process your daily operations and then consolidate all balances each night into one master operating account. This process provides improved management of funds, while still having the ability to reconcile each account separately. With Cadence Bank's Zero Balance Account service, you can:

- Automatically concentrate funds into a central account
- Reduce the time spent initiating transfers between company accounts
- Eliminate the need to track balance levels and funding requirements
- Maximize funds available for investment and minimize risk of overdraft fees
- Reconcile each disbursement and/or collection account individually

How it works - All funds are deposited into a master operating account. Disbursement and/or collection accounts always maintain a zero balance, which are referred to as subsidiary accounts. Each day, the total for all checks presented against each disbursement ZBA is offset by a debit to the master operating account. Each day, the total for all deposits made in each collection ZBA is offset by a credit to the master operating account. Individual bank statements for the master account and all disbursement and/or collection accounts are provided, and each entry is referenced by account number for tracking purposes.



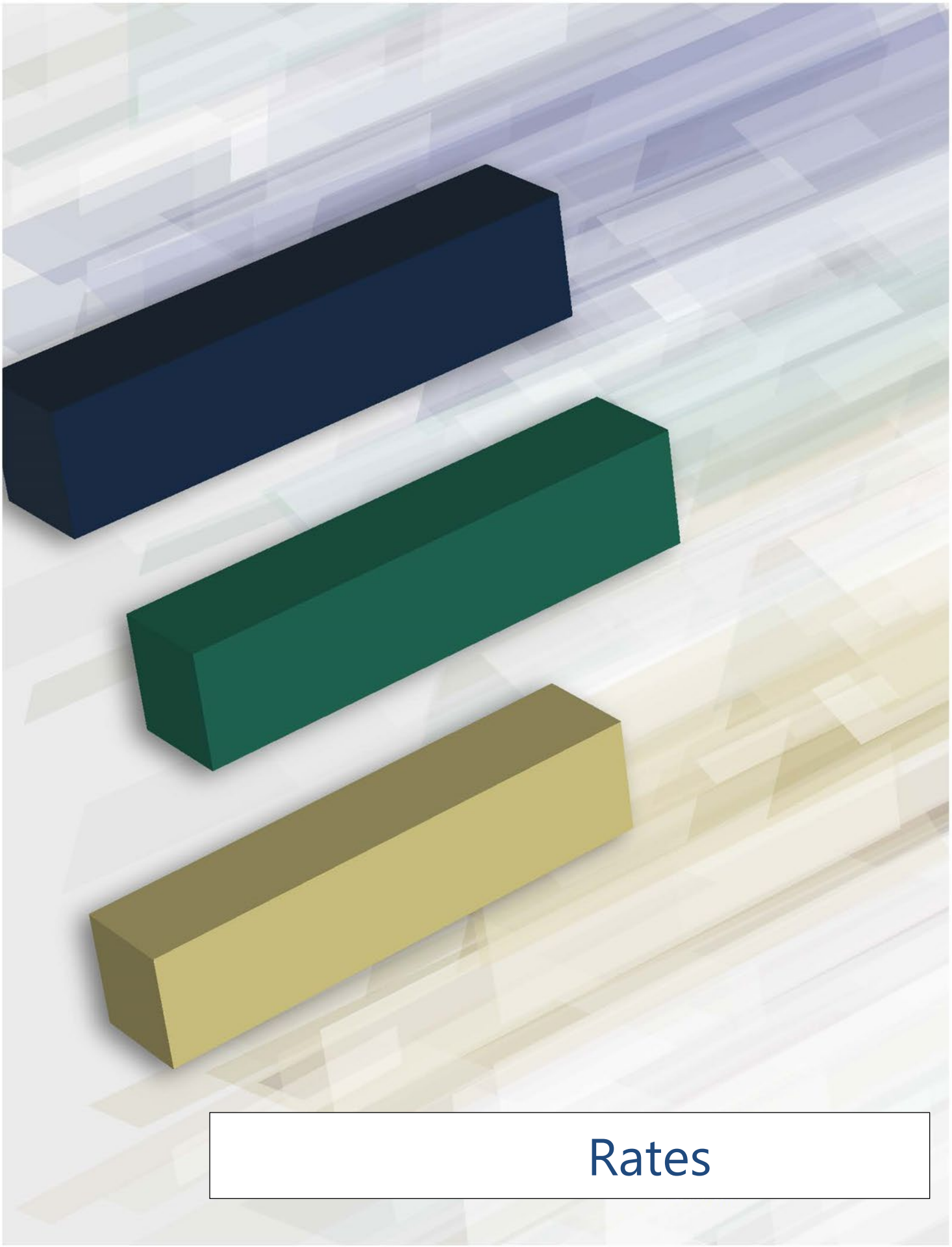
Other Products to Consider

Allegro!® Portal - Our portal provides secure, one-stop access to all of our Treasury Management services including Information Reporting and Payment Initiation Services. One place to go, one set of login criteria to remember…so easy! With Cadence Allegro!® any authorized member of your staff can sign on once to manage your company's cash flow with access to bank information and payment initiation anytime, anywhere via the Web, and there is no software required.

ACH Collections/Pre-Authorized Payments - An electronic alternative to check collection for recurring consumer payments. This ACH solution allows you to automatically debit your customers' accounts and gain access to funds on the payment effective date. Also, pre- authorized payments speed up the collection of your receivables and improve cash forecasting.

Contact Us

To learn more, contact your local Cadence Treasury Sales Officer or Treasury Client Support at 1-800-329-0289 or treasurymanagement@cadencebank.com.



Rates

Cadence Bank N.A. Interest Bearing Options

Public Funds Money Market Account *1, *2	0.30%
Public Funds Interest Checking *1, *3	0.15%
Public Funds Checking Account *3, *4	0.00%
Cadence Bank ICS Savings ($250,000+) *5 Overnight	0.025%
Cadence Bank ICS Demand ($250,000+) *6 Overnight	0.01%

*1 - FDIC insured up to $250,000.
*2 - 6 withdrawals allowed per month; 3 of which can be made to a third party
*3 - Unlimited number of withdrawals per month.
*4 - Account earns the full Earnings Credit Rate to help offset service fees, interest paid is netted from ECR calculations
*5 - ICS Savings is the FDIC insured self directed investment spread between the participating member banks. First $250,000 placed with Cadence Bank and remaining balance spread at across the Promontory Network of institutions so that both principal and interest are eligible for FDIC coverage. Maximum investment limits of $125,000,000 by TIN.
*6 - ICS Demand is the FDIC overnight sweep investment spread between the participating member banks. A minimum DDA Peg balance of $250,000 placed with Cadence Bank and remaining balance spread at across the Promontory Network of institutions so that both principal and interest are eligible for FDIC coverage. Maximum investment limits of $125,000,000 by TIN.
Note - Combining Promotory ICS Demand & ICS Savings products can not exceed $190,000,000 by TIN

Rates subject to change daily
Rates as of 6/19/2020

Dreyfus Government Cash Management – Institutional Shares

May 31, 2020

Dreyfus
Cash Investment Strategies

Credit Rating Agency Fund Ratings and Other Designations*

S&P	AAAm
Moody's	Aaa-mf

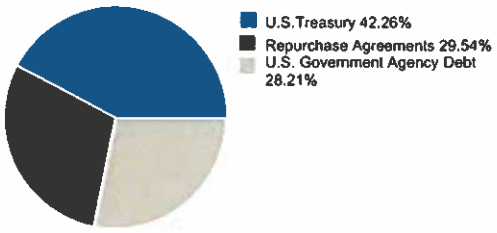
Investment Manager

BNY Mellon Investment Adviser, Inc.

Fund Facts

NASDAQ Symbol (Class)	DGCXX
CUSIP Number (Class)	262006208
Inception Date (Class)	3/13/85
Total Net Assets (Fund)	$85,713,771,022
Number of Holdings	184
Dividend Policy	Declare Daily Pay Monthly
Trading Deadline[5]	5.00 p.m. ET
Minimum Initial Investment	$10,000,000
Weighted Average Maturity (WAM)[7]	38 Days
Weighted Average Life to Maturity (WAL)[8]	105 Days
Total Expenses[4] (as listed in Prospectus Fee Table)	0.21%

Asset Allocation[3]



Average Annual Total Returns as of 3/31/20

1 Yr	3 Yr	5 Yr	10 Yr
1.83%	1.60%	1.03%	0.52%

Average Annual Total Returns as of 5/31/20

1 Yr	3 Yr	5 Yr	10 Yr
1.47%	1.57%	1.04%	0.53%

Cumulative Total Returns as of 5/31/20

1 M	YTD	1 Yr	3 Yr	5 Yr	10 Yr
0.01%	0.34%	1.47%	4.78%	5.30%	5.37%

Current Yields as of 5/31/20

SEC 30-day yield	0.11%
7-day yield[1]	0.09%
7-day yield restated[2]	0.04%

The performance data quoted represents past performance, which is no guarantee of future results. Current performance may be lower or higher than the performance quoted. Go to dreyfus.com for the fund's most recent month-end returns. Yield fluctuates. SEC 30-day yield is based upon dividends per share from net investment income during the past 30 days, divided by the period ended maximum offering price per share and annualized.

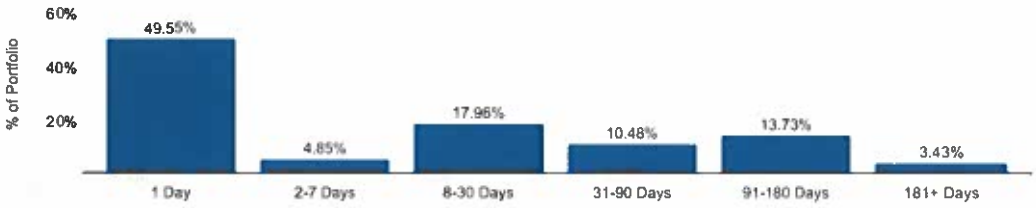
Historical Total Return Performance

2019	2018	2017	2016	2015	2014	2013	2012	2011	2010
2.09%	1.73%	0.79%	0.24%	0.02%	0.01%	0.01%	0.01%	0.00%	0.04%

Monthly Yield History[9]

05/20	04/20	03/20	02/20	01/20	12/19	11/19	10/19	09/19	08/19	07/19	06/19
0.11%	0.22%	0.78%	1.51%	1.50%	1.52%	1.55%	1.77%	2.02%	2.02%	2.25%	2.25%

Final Maturity[3,6]



[1] As a measure of current income, 7-day yield more closely reflects the fund's current income-generating ability than the total return.

[2] The yields quoted reflect the current absorption of certain fund expenses by BNY Mellon Investment Adviser, Inc., without which yields would be "restated" as shown above.

[3] Portfolio composition is subject to change at any time.

[4] Please see the prospectus for expenses as of the fund's most recent fiscal year-end. Operating expenses may vary from month to month.

[5] Any order in proper form placed with BNY Mellon Investment Adviser, Inc. by the fund's trading deadline and for which federal funds are received by 6:00 PM ET will be effective on that date. Investors will earn the dividend declared on that day.

[6] Data reflects days until final maturity for individual portfolio securities.

[7] WAM is a measure of the average maturity of all of the underlying money market instruments in the fund, weighted to reflect the relative percentage ownership of each instrument, and taking into account applicable "maturity shortening" provisions provided by Rule 2a-7. Generally, for money market funds, WAM can be used primarily as a measure of relative sensitivity to interest rate changes.

[8] WAL is the WAM of the money market fund calculated without reference to the "maturity shortening" provisions of Rule 2a-7 permitted for purposes of calculating WAM. Because WAL does not reflect the rule's "maturity shortening" provisions, WAL will generally be higher than WAM.

[9] Monthly yield history is the annualized distribution rate that is based upon dividends per share from net investment income paid during the period, divided by the period ended maximum offering price per share, adjusted for capital gains (IF ANY) distributed during the period, and annualized based upon the number of days in the distribution period.

Not FDIC-Insured. Not Bank-Guaranteed. May Lose Value.

Dreyfus Government Cash Management – Institutional Shares

Fund Goal

The fund seeks as high a level of current income as is consistent with the preservation of capital and the maintenance of liquidity.

Investment Approach

The fund invests only in securities issued or guaranteed as to principal and interest by the U.S. government or its agencies or instrumentalities (including those with floating or variable rates of interest), repurchase agreements collateralized solely by cash and/or government securities, and cash.

Investors should consider the investment objectives, risks, charges, and expenses of a mutual fund carefully before investing. To obtain a prospectus, or summary prospectus, if available, that contains this and other information about the fund, contact your financial advisor or visit dreyfus.com. Read the prospectus carefully before investing.

You could lose money by investing in a money market fund. Although the fund seeks to preserve the value of your investment at $1.00 per share, it cannot guarantee it will do so. An investment in the fund is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. The fund's sponsor has no legal obligation to provide financial support to the fund, and you should not expect that the sponsor will provide financial support to the fund at any time.

Although, the fund's board has no current intention to impose a fee upon the sale of shares or temporarily suspend redemptions if the fund's liquidity falls below certain levels, the board reserves the ability to do so after providing at least 60 days' prior written notice to shareholders.

Dividends, if any, are payable pursuant to the fund's stated policy.

*Recent market risks include pandemic risks related to **COVID-19**. The effects of COVID-19 have contributed to increased volatility in global markets and will likely affect certain countries, companies, industries and market sectors more dramatically than others. To the extent the fund may overweight its investments in certain countries, companies, industries or market sectors, such positions will increase the fund's exposure to risk of loss from adverse developments affecting those countries, companies, industries or sectors.*

*Fund ratings are statements of opinion, not statements of fact or recommendations to buy, sell or hold the shares of a fund and are subject to change. The portfolio's credit quality does not remove market risks. All funds are formally assessed on an annual basis with each of the Dreyfus money market fund ratings affirmed in 2018. However, the funds are subject to ongoing surveillance and the rating agencies may revise the fund rating or outlook at any time. Standard & Poor's (S&P) believes that, with a Principal Stability Rating of AAAm, the fund has an extremely strong capacity to maintain principal and stability and to limit exposure to principal losses due to credit, market, and/or liquidity risks. For more information on rating methodology, visit www.standardandpoors.com. Moody's Investors Service rates money market mutual funds 'Aaa-mf' if, in Moody's opinion, a fund has a very strong ability to meet the dual objectives of providing liquidity and preserving capital. This rating, which is derived from a combination of Moody's assessment of a fund's Portfolio Credit Profile, Portfolio Stability Profile, and other qualitative factors, is not intended to consider prospective performance of a fund. For more information on rating methodology, visit www.moodys.com. Rating agencies may revise or withdraw their ratings at any time, and ratings are not intended to guarantee a fund's performance, nor are they intended to signal the suitability of an investment.

The information being provided is general information about our firm and its products and services. It should not be construed as investment advice or a recommendation with respect to any product or service. Please consult a legal, tax or investment advisor in order to determine whether an investment product or service is appropriate for a particular situation.

Dreyfus Cash Investment Strategies (Dreyfus CIS) is a division of BNY Mellon Investment Adviser, Inc.. Dreyfus Cash Solutions is a division of BNY Mellon Securities Corporation, a registered broker dealer and the Funds' distributor. BNY Mellon Investment Adviser, Inc. and BNY Mellon Securities Corporation are affiliated with The Bank of New York Mellon Corporation.

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MARK-123010-2020-06-04

Dreyfus Treasury Securities Cash Management – Institutional Shares

May 31, 2020

Dreyfus
Cash Investment Strategies

Credit Rating Agency Fund Ratings and Other Designations*

S&P	AAAm
Moody's	Aaa-mf
NAIC	DOFFC Approved

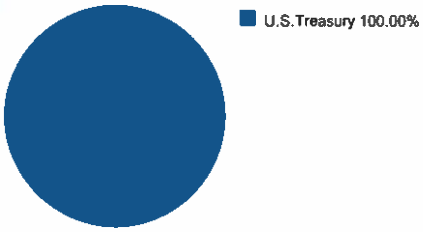
Investment Manager

BNY Mellon Investment Adviser, Inc.

Fund Facts

NASDAQ Symbol (Class)	DIRXX
CUSIP Number (Class)	261941108
Inception Date (Class)	12/27/88
Total Net Assets (Fund)	$40,343,623,640
Number of Holdings	50
Dividend Policy	Declare Daily Pay Monthly
Trading Deadline[5]	3.00 p.m. ET
Minimum Initial Investment	$10,000,000
Weighted Average Maturity (WAM)[7]	42 Days
Weighted Average Life to Maturity (WAL)[8]	108 Days
Total Expenses[4] (as listed in Prospectus Fee Table)	0.21%

Asset Allocation[3]



Average Annual Total Returns as of 3/31/20

1 Yr	3 Yr	5 Yr	10 Yr
1.78%	1.55%	0.98%	0.49%

Average Annual Total Returns as of 5/31/20

1 Yr	3 Yr	5 Yr	10 Yr
1.43%	1.53%	0.99%	0.49%

Cumulative Total Returns as of 5/31/20

1 M	YTD	1 Yr	3 Yr	5 Yr	10 Yr
0.01%	0.35%	1.43%	4.65%	5.03%	5.03%

Current Yields as of 5/31/20

SEC 30-day yield	0.11%
7-day yield[1]	0.10%
7-day yield restated[2]	0.09%

The performance data quoted represents past performance, which is no guarantee of future results. Current performance may be lower or higher than the performance quoted. Go to dreyfus.com for the fund's most recent month-end returns. Yield fluctuates. SEC 30-day yield is based upon dividends per share from net investment income during the past 30 days, divided by the period ended maximum offering price per share and annualized.

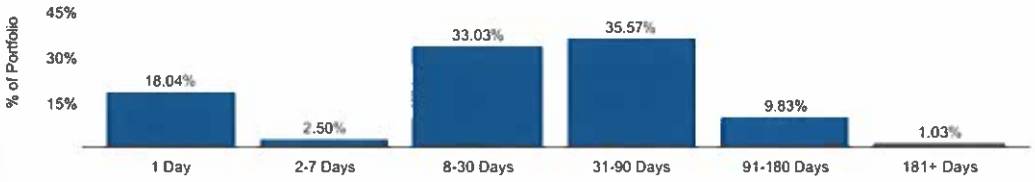
Historical Total Return Performance

2019	2018	2017	2016	2015	2014	2013	2012	2011	2010
2.03%	1.69%	0.72%	0.17%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

Monthly Yield History[9]

05/20	04/20	03/20	02/20	01/20	12/19	11/19	10/19	09/19	08/19	07/19	06/19
0.11%	0.28%	0.91%	1.42%	1.43%	1.46%	1.56%	1.70%	1.87%	1.97%	2.07%	2.18%

Final Maturity[3,6]



[1] As a measure of current income, 7-day yield more closely reflects the fund's current income-generating ability than the total return.

[2] The yields quoted reflect the current absorption of certain fund expenses by BNY Mellon Investment Adviser, Inc., without which yields would be "restated" as shown above.

[3] Portfolio composition is subject to change at any time.

[4] Please see the prospectus for expenses as of the fund's most recent fiscal year-end. Operating expenses may vary from month to month.

[5] Any order in proper form placed with BNY Mellon Investment Adviser, Inc. by the fund's trading deadline and for which federal funds are received by 6:00 PM ET will be effective on that date. Investors will earn the dividend declared on that day.

[6] Data reflects days until final maturity for individual portfolio securities.

[7] WAM is a measure of the average maturity of all of the underlying money market instruments in the fund, weighted to reflect the relative percentage ownership of each instrument, and taking into account applicable "maturity shortening" provisions provided by Rule 2a-7. Generally, for money market funds, WAM can be used primarily as a measure of relative sensitivity to interest rate changes.

[8] WAL is the WAM of the money market fund calculated without reference to the "maturity shortening" provisions of Rule 2a-7 permitted for purposes of calculating WAM. Because WAL does not reflect the rule's "maturity shortening" provisions, WAL will generally be higher than WAM.

[9] Monthly yield history is the annualized distribution rate that is based upon dividends per share from net investment income paid during the period, divided by the period ended maximum offering price per share, adjusted for capital gains (IF ANY) distributed during the period, and annualized based upon the number of days in the distribution period.

Not FDIC-Insured. Not Bank-Guaranteed. May Lose Value.

Dreyfus Treasury Securities Cash Management – Institutional Shares

Fund Goal

The fund seeks as high a level of current income as is consistent with the preservation of capital and the maintenance of liquidity.

Investment Approach

The fund is a "government money market fund," as that term is defined in Rule 2a-7, and as such is required to invest at least 99.5% of its total assets in securities issued or guaranteed as to principal and interest by the U.S. government or its agencies or instrumentalities, repurchase agreements collateralized solely by cash and/or government securities, and cash. The fund normally invests at least 80% of its net assets in U.S.Treasury securities (i.e., under normal circumstances, the fund will not invest more than 20% of its net assets in cash), and typically invests exclusively in U.S. Treasury securities.

Investors should consider the investment objectives, risks, charges, and expenses of a mutual fund carefully before investing. To obtain a prospectus, or summary prospectus, if available, that contains this and other information about the fund, contact your financial advisor or visit dreyfus.com. Read the prospectus carefully before investing.

You could lose money by investing in a money market fund. Although the fund seeks to preserve the value of your investment at $1.00 per share, it cannot guarantee it will do so. An investment in the fund is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. The fund's sponsor has no legal obligation to provide financial support to the fund, and you should not expect that the sponsor will provide financial support to the fund at any time.

Although, the fund's board has no current intention to impose a fee upon the sale of shares or temporarily suspend redemptions if the fund's liquidity falls below certain levels, the board reserves the ability to do so after providing at least 60 days' prior written notice to shareholders.

Dividends, if any, are payable pursuant to the fund's stated policy.

*Recent market risks include pandemic risks related to **COVID-19**. The effects of COVID-19 have contributed to increased volatility in global markets and will likely affect certain countries, companies, industries and market sectors more dramatically than others. To the extent the fund may overweight its investments in certain countries, companies, industries or market sectors, such positions will increase the fund's exposure to risk of loss from adverse developments affecting those countries, companies, industries or sectors.*

*Fund ratings are statements of opinion, not statements of fact or recommendations to buy, sell or hold the shares of a fund and are subject to change. The portfolio's credit quality does not remove market risks. All funds are formally assessed on an annual basis with each of the Dreyfus money market fund ratings affirmed in 2018. However, the funds are subject to ongoing surveillance and the rating agencies may revise the fund rating or outlook at any time. Standard & Poor's (S&P) believes that, with a Principal Stability Rating of AAAm, the fund has an extremely strong capacity to maintain principal and stability and to limit exposure to principal losses due to credit, market, and/or liquidity risks. For more information on rating methodology, visit www.standardandpoors.com. Moody's Investors Service rates money market mutual funds "Aaa-mf" if, in Moody's opinion, a fund has a very strong ability to meet the dual objectives of providing liquidity and preserving capital. This rating, which is derived from a combination of Moody's assessment of a fund's Portfolio Credit Profile, Portfolio Stability Profile, and other qualitative factors, is not intended to consider prospective performance of a fund. For more information on rating methodology, visit www.moodys.com. National Association of Insurance Commissioners approved mutual fund list; U.S. Direct Obligations/Full Faith and Credit Exempt list (DOFFC) are exempt from NAIC reserve requirements. NAIC listing is not a principal stability rating. Subject to annual review. For more information on rating methodology, visit www.naic.org. NAIC designations are suitable for NAIC members' use in determining if a fund has met certain eligibility requirements for NAIC listing. NAIC designation should not be considered by non-members in their investment decision-making process. Rating agencies may revise or withdraw their ratings at any time, and ratings are not intended to guarantee a fund's performance, nor are they intended to signal the suitability of an investment.

The information being provided is general information about our firm and its products and services. It should not be construed as investment advice or a recommendation with respect to any product or service. Please consult a legal, tax or investment advisor in order to determine whether an investment product or service is appropriate for a particular situation.

Dreyfus Cash Investment Strategies (Dreyfus CIS) is a division of BNY Mellon Investment Adviser, Inc., Dreyfus Cash Solutions is a division of BNY Mellon Securities Corporation, a registered broker dealer and the Funds' distributor. BNY Mellon Investment Adviser, Inc. and BNY Mellon Securities Corporation are affiliated with The Bank of New York Mellon Corporation.

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BNY MELLON | INVESTMENT MANAGEMENT

Dreyfus
Cash Investment Strategies

Dreyfus Cash Management Funds

Prospectus | June 1, 2020

Institutional Shares

Dreyfus Cash Management (DICXX)
Dreyfus Government Cash Management (DGCXX)
Dreyfus Government Securities Cash Management (DIPXX)
Dreyfus Treasury Obligations Cash Management (DTRXX)
Dreyfus Treasury Securities Cash Management (DIRXX)
Dreyfus AMT-Free Tax Exempt Cash Management (DEIXX)
Dreyfus AMT-Free Municipal Cash Management Plus (DIMXX)
Dreyfus AMT-Free New York Municipal Cash Management (DIYXX)

As with all mutual funds, the Securities and Exchange Commission has not approved or disapproved these securities or passed upon the adequacy of this prospectus. Any representation to the contrary is a criminal offense.

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For More Information

See back cover.

Fund Summary

Dreyfus Cash Management

Investment Objective

The fund seeks as high a level of current income as is consistent with the preservation of capital and the maintenance of liquidity.

Fees and Expenses

This table describes the fees and expenses that you may pay if you buy and hold shares of the fund.

Annual Fund Operating Expenses (expenses that you pay each year as a percentage of the value of your investment)

		Institutional Shares
Management fees		.20
Other expenses:		
Shareholder services fees	*.00**	
Miscellaneous other expenses	*.01*	
Total other expenses		.01
Total annual fund operating expenses		.21

** Amount represents less than .01%.*

Example

The Example is intended to help you compare the cost of investing in the fund with the cost of investing in other mutual funds. The Example assumes that you invest $10,000 in the fund for the time periods indicated and then hold or redeem all of your shares at the end of those periods. The Example also assumes that your investment has a 5% return each year and that the fund's operating expenses remain the same. Although your actual costs may be higher or lower, based on these assumptions your costs would be:

	1 Year	**3 Years**	**5 Years**	**10 Years**
Institutional Shares	$22	$68	$118	$268

Principal Investment Strategy

To pursue its goal, the fund normally invests in a diversified portfolio of high quality, short-term, dollar-denominated debt securities, including: securities issued or guaranteed as to principal and interest by the U.S. government or its agencies or instrumentalities; certificates of deposit, time deposits, bankers' acceptances and other short-term securities issued by domestic or foreign banks or thrifts or their subsidiaries or branches; repurchase agreements, including tri-party repurchase agreements; asset-backed securities; municipal securities; domestic and dollar-denominated foreign commercial paper and other short-term corporate obligations, including those with floating or variable rates of interest; and dollar-denominated obligations issued or guaranteed by one or more foreign governments or any of their political subdivisions or agencies.

The fund's investments are concentrated in the banking industry, because the fund normally invests at least 25% of its net assets in domestic or dollar-denominated foreign bank obligations.

The fund is a money market fund subject to the maturity, quality, liquidity and diversification requirements of Rule 2a-7 under the Investment Company Act of 1940, as amended, although the net asset value of the fund's shares will "float," meaning the net asset value will fluctuate with changes in the values of the fund's portfolio securities.

Principal Risks

An investment in the fund is not a bank deposit. It is not insured or guaranteed by the Federal Deposit Insurance Corporation (FDIC) or any other government agency. You could lose money by investing in the fund. Because the share price of the fund will fluctuate, when you sell your shares they may be worth more or less than what you originally paid for them. The fund's yield will fluctuate as the short-term securities in its portfolio mature or are sold and the proceeds are reinvested in securities with different interest rates. The fund may impose a fee upon the sale of shares (a "liquidity fee") or may temporarily suspend your ability to sell shares (a redemption "gate") if the fund's liquidity falls below required minimums because of market conditions or other factors. Neither BNY Mellon Investment Adviser, Inc. nor its affiliates have a legal obligation to provide financial support to the fund, and you should not expect that BNY Mellon Investment Adviser, Inc. or its affiliates will provide financial support to the fund at any time. The following are the principal risks that could reduce the fund's income level and/or share price:

- *Interest rate risk.* This risk refers to the decline in the prices of fixed-income securities that may accompany a rise in the overall level of interest rates. A sharp and unexpected rise in interest rates could cause the fund's share price to decline. A low interest rate environment may prevent the fund from providing a positive yield or paying fund expenses out of fund assets and could lead to a decline in the fund's share price.
- *Liquidity risk.* When there is little or no active trading market for specific types of securities, it can become more difficult to sell the securities in a timely manner at or near their perceived value. In such a market, the value of such securities may fall dramatically, potentially leading to a decline in the fund's share price.
- *Credit risk.* Failure of an issuer of a security to make timely interest or principal payments when due, or a decline or perception of a decline in the credit quality of the security, can cause the security's price to fall. Although the fund invests only in high quality debt securities, the credit quality of the securities held by the fund can change rapidly in certain market environments, and the default or a significant price decline of a single holding could have the potential to cause significant deterioration of the fund's net asset value.
- *Floating net asset value risk.* The fund does not maintain a stable net asset value per share. The net asset value of the fund's shares will be calculated to four decimal places and will "float," meaning the net asset value will fluctuate with changes in the values of the fund's portfolio securities. You could lose money by investing in the fund.
- *Liquidity fee and/or redemption gate risk.* The fund may impose a fee upon the sale of your shares (a "liquidity fee") or may temporarily suspend your ability to sell shares (a redemption "gate") if the fund's liquidity falls below required minimums because of unusual market conditions, an unusually high volume of redemption requests, redemptions by a few large investors, or other reasons. If a liquidity fee is imposed by the fund, it would reduce the amount you will receive upon the redemption of your shares. A "gate" will suspend your ability to redeem your shares while the gate is imposed and may prevent the fund from being able to pay redemption proceeds within the allowable time period stated in this prospectus.
- *Banking industry risk.* The risks generally associated with concentrating investments in the banking industry include interest rate risk, credit risk, and regulatory developments relating to the banking industry.
- *Foreign investment risk.* The risks generally associated with dollar-denominated foreign investments include economic and political developments, seizure or nationalization of deposits, imposition of taxes or other restrictions on payment of principal and interest.
- *U.S. Treasury securities risk.* A security backed by the U.S. Treasury or the full faith and credit of the United States is guaranteed only as to the timely payment of interest and principal when held to maturity, but the market prices for such securities are not guaranteed and will fluctuate.
- *Government securities risk.* Not all obligations of the U.S. government, its agencies and instrumentalities are backed by the full faith and credit of the U.S. Treasury. Some obligations are backed only by the credit of the issuing agency or instrumentality, and in some cases there may be some risk of default by the issuer. Any guarantee by the U.S. government or its agencies or instrumentalities of a security held by the fund does not apply to the market value of such security or to shares of the fund itself.
- *Repurchase agreement counterparty risk.* The fund is subject to the risk that a counterparty in a repurchase agreement and/or, for a tri-party repurchase agreement, the third party bank providing payment administration, collateral custody and management services for the transaction, could fail to honor the terms of the agreement.
- *Municipal securities risk.* Municipal securities may be fully or partially backed or enhanced by the taxing authority of a local government, by the current or anticipated revenues from a specific project or specific assets, or by the credit of, or liquidity enhancement provided by, a private issuer. Special factors, such as legislative changes, and state and local

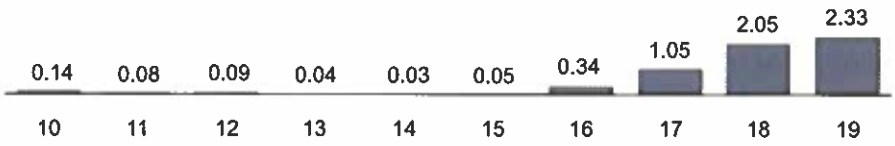
economic and business developments, may adversely affect the yield and/or value of the fund's investments in municipal securities.

- *Market risk.* The value of the securities in which the fund invests may be affected by political, regulatory, economic and social developments, and developments that impact specific economic sectors, industries or segments of the market. In addition, turbulence in financial markets and reduced liquidity in equity, credit and/or fixed income markets may negatively affect many issuers, which could adversely affect the fund. Global economies and financial markets are becoming increasingly interconnected, and conditions and events in one country, region or financial market may adversely impact issuers in a different country, region or financial market. These risks may be magnified if certain events or developments adversely interrupt the global supply chain; in these and other circumstances, such risks might affect companies world-wide. Recent examples include pandemic risks related to COVID-19 and aggressive measures taken world-wide in response by governments, including closing borders, restricting international and domestic travel, and the imposition of prolonged quarantines of large populations, and by businesses, including changes to operations and reducing staff. To the extent the fund may overweight its investments in certain companies, industries or market sectors, such positions will increase the fund's exposure to risk of loss from adverse developments affecting those companies, industries or sectors.

Performance

The following bar chart and table provide some indication of the risks of investing in the fund. The bar chart shows changes in the performance of the fund's Institutional shares from year to year. The table shows the average annual total returns of the fund's Institutional shares over time. The fund's past performance is not necessarily an indication of how the fund will perform in the future. More recent performance information may be available at www.dreyfus.com.

Year-by-Year Total Returns as of 12/31 each year (%)
Institutional Shares



Best Quarter
Q1, 2019: 0.65%
Worst Quarter
Q1, 2015: 0.01%

The year-to-date total return of the fund's Institutional shares as of March 31, 2020 was 0.40%.

Average Annual Total Returns as of 12/31/19

	1 Year	5 Years	10 Years
Institutional Shares	2.33%	1.16%	0.62%

For the current yield for Institutional shares call toll-free 1-800-346-3621. Individuals or entities for whom institutions may purchase or redeem shares should call the institution directly.

Portfolio Management

The fund is managed by Dreyfus Cash Investment Strategies, a division of BNY Mellon Investment Adviser, Inc., the fund's investment adviser.

Purchase and Sale of Fund Shares

The fund is designed for institutional investors. In general, the fund's minimum initial investment is $10,000,000, with no minimum subsequent investment, unless: (a) the investor has invested at least $10,000,000 in the aggregate among the fund and any of the Dreyfus Institutional Liquidity Funds, Cash Advantage Funds, Cash Management Funds or Institutional Preferred Funds; or (b) the investor has, in the opinion of BNY Mellon Institutional Services, adequate intent and availability of assets to reach a future aggregate level of investment of $10,000,000 in such funds. Certain types of accounts are eligible for lower minimum investments. You may sell (redeem) your shares on any business day by telephone or compatible computer facility.

Tax Information

The fund's distributions are taxable as ordinary income or capital gains, except when your investment is through a U.S. tax-advantaged investment plan (in which case you may be taxed upon withdrawal of your investment from such account).

Payments to Broker-Dealers and Other Financial Intermediaries

If you purchase shares through a broker-dealer or other financial intermediary (such as a bank), the fund and its related companies may pay the intermediary for the sale of fund shares and related services. To the extent that the intermediary may receive lesser or no payments in connection with the sale of other investments, the payments from the fund and its related companies may create a potential conflict of interest by influencing the broker-dealer or other intermediary and your financial representative to recommend the fund over the other investments. This potential conflict of interest may be addressed by policies, procedures or practices adopted by the financial intermediary. As there may be many different policies, procedures or practices adopted by different intermediaries to address the manner in which compensation is earned through the sale of investments or the provision of related services, the compensation rates and other payment arrangements that may apply to a financial intermediary and its representatives may vary by intermediary. Ask your financial representative or visit your financial intermediary's website for more information.

Fund Summary

Dreyfus Government Cash Management

Investment Objective

The fund seeks as high a level of current income as is consistent with the preservation of capital and the maintenance of liquidity.

Fees and Expenses

This table describes the fees and expenses that you may pay if you buy and hold shares of the fund.

Annual Fund Operating Expenses (expenses that you pay each year as a percentage of the value of your investment)

		Institutional Shares
Management fees		.20
Other expenses:		
Shareholder services fees	*.00**	
Miscellaneous other expenses	*.01*	
Total other expenses		.01
Total annual fund operating expenses		.21

* *Amount represents less than .01%.*

Example

The Example is intended to help you compare the cost of investing in the fund with the cost of investing in other mutual funds. The Example assumes that you invest $10,000 in the fund for the time periods indicated and then hold or redeem all of your shares at the end of those periods. The Example also assumes that your investment has a 5% return each year and that the fund's operating expenses remain the same. Although your actual costs may be higher or lower, based on these assumptions your costs would be:

	1 Year	3 Years	5 Years	10 Years
Institutional Shares	$22	$68	$118	$268

Principal Investment Strategy

The fund pursues its investment objective by investing only in government securities (i.e., securities issued or guaranteed as to principal and interest by the U.S. government or its agencies or instrumentalities, including those with floating or variable rates of interest), repurchase agreements collateralized solely by government securities and/or cash, and cash. The fund is a money market fund subject to the maturity, quality, liquidity and diversification requirements of Rule 2a-7 under the Investment Company Act of 1940, as amended, and seeks to maintain a stable share price of $1.00.

The fund is a "government money market fund," as that term is defined in Rule 2a-7, and as such is required to invest at least 99.5% of its total assets in securities issued or guaranteed as to principal and interest by the U.S. government or its agencies or instrumentalities, repurchase agreements collateralized solely by cash and/or government securities, and cash. The fund normally invests at least 80% of its net assets in government securities and repurchase agreements collateralized solely by government securities (i.e., under normal circumstances, the fund will not invest more than 20% of its net assets in cash and/or repurchase agreements collateralized by cash). The securities in which the fund invests include those backed by the full faith and credit of the U.S. government, which include U.S. Treasury securities as well as securities issued by certain agencies of the U.S. government, and those that are neither insured nor guaranteed by the U.S. government.

Principal Risks

An investment in the fund is not a bank deposit. It is not insured or guaranteed by the Federal Deposit Insurance Corporation (FDIC) or any other government agency. You could lose money by investing in the fund. Although the

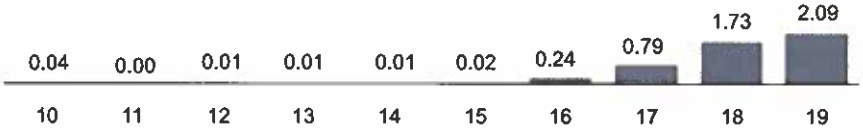
fund seeks to preserve the value of your investment at $1.00 per share, it cannot guarantee it will do so. The fund's yield will fluctuate as the short-term securities in its portfolio mature or are sold and the proceeds are reinvested in securities with different interest rates. The fund currently is not permitted to impose a fee upon the sale of shares (a "liquidity fee") or temporarily suspend redemptions (a redemption "gate") under distressed conditions as some other types of money market funds are, and the fund's board has no intention to impose a liquidity fee or redemption gate. Neither BNY Mellon Investment Adviser, Inc. nor its affiliates have a legal obligation to provide financial support to the fund, and you should not expect that BNY Mellon Investment Adviser, Inc. or its affiliates will provide financial support to the fund at any time. The following are the principal risks that could reduce the fund's income level and/or share price:

- *Interest rate risk.* This risk refers to the decline in the prices of fixed-income securities that may accompany a rise in the overall level of interest rates. A sharp and unexpected rise in interest rates could impair the fund's ability to maintain a stable net asset value. A low interest rate environment may prevent the fund from providing a positive yield or paying fund expenses out of fund assets and could impair the fund's ability to maintain a stable net asset value.
- *Liquidity risk.* When there is little or no active trading market for specific types of securities, it can become more difficult to sell the securities in a timely manner at or near their perceived value. In such a market, the value of such securities may fall dramatically, potentially impairing the fund's ability to maintain a stable net asset value.
- *U.S. Treasury securities risk.* A security backed by the U.S. Treasury or the full faith and credit of the United States is guaranteed only as to the timely payment of interest and principal when held to maturity, but the market prices for such securities are not guaranteed and will fluctuate.
- *Government securities risk.* Not all obligations of the U.S. government, its agencies and instrumentalities are backed by the full faith and credit of the U.S. Treasury. Some obligations are backed only by the credit of the issuing agency or instrumentality, and in some cases there may be some risk of default by the issuer. Any guarantee by the U.S. government or its agencies or instrumentalities of a security held by the fund does not apply to the market value of such security or to shares of the fund itself.
- *Repurchase agreement counterparty risk.* The fund is subject to the risk that a counterparty in a repurchase agreement could fail to honor the terms of the agreement.
- *Market risk.* The value of the securities in which the fund invests may be affected by political, regulatory, economic and social developments. Events such as war, acts of terrorism, the spread of infectious illness or other public health issue, recessions, or other events could have a significant impact on the fund and its investments.

Performance

The following bar chart and table provide some indication of the risks of investing in the fund. The bar chart shows changes in the performance of the fund's Institutional shares from year to year. The table shows the average annual total returns of the fund's Institutional shares over time. The fund's past performance is not necessarily an indication of how the fund will perform in the future. More recent performance information may be available at www.dreyfus.com.

Year-by-Year Total Returns as of 12/31 each year (%)
Institutional Shares



Best Quarter
Q2, 2019: 0.57%
Worst Quarter
Q4, 2011: 0.00%

The year-to-date total return of the fund's Institutional shares as of March 31, 2020 was 0.31%.

Average Annual Total Returns as of 12/31/19

	1 Year	5 Years	10 Years
Institutional Shares	2.09%	0.97%	0.49%

For the current yield for Institutional shares call toll-free 1-800-346-3621. Individuals or entities for whom institutions may purchase or redeem shares should call the institution directly.

Portfolio Management

The fund is managed by Dreyfus Cash Investment Strategies, a division of BNY Mellon Investment Adviser, Inc., the fund's investment adviser.

Purchase and Sale of Fund Shares

The fund is designed for institutional investors. In general, the fund's minimum initial investment is $10,000,000, with no minimum subsequent investment, unless: (a) the investor has invested at least $10,000,000 in the aggregate among the fund and any of the Dreyfus Institutional Liquidity Funds, Cash Advantage Funds, Cash Management Funds or Institutional Preferred Funds; or (b) the investor has, in the opinion of BNY Mellon Institutional Services, adequate intent and availability of assets to reach a future aggregate level of investment of $10,000,000 in such funds. Certain types of accounts are eligible for lower minimum investments. You may sell (redeem) your shares on any business day by telephone or compatible computer facility.

Tax Information

The fund's distributions are taxable as ordinary income or capital gains, except when your investment is through a U.S. tax-advantaged investment plan (in which case you may be taxed upon withdrawal of your investment from such account).

Payments to Broker-Dealers and Other Financial Intermediaries

If you purchase shares through a broker-dealer or other financial intermediary (such as a bank), the fund and its related companies may pay the intermediary for the sale of fund shares and related services. To the extent that the intermediary may receive lesser or no payments in connection with the sale of other investments, the payments from the fund and its related companies may create a potential conflict of interest by influencing the broker-dealer or other intermediary and your financial representative to recommend the fund over the other investments. This potential conflict of interest may be addressed by policies, procedures or practices adopted by the financial intermediary. As there may be many different policies, procedures or practices adopted by different intermediaries to address the manner in which compensation is earned through the sale of investments or the provision of related services, the compensation rates and other payment arrangements that may apply to a financial intermediary and its representatives may vary by intermediary. Ask your financial representative or visit your financial intermediary's website for more information.

Fund Summary

Dreyfus Government Securities Cash Management

Investment Objective

The fund seeks as high a level of current income as is consistent with the preservation of capital and the maintenance of liquidity.

Fees and Expenses

This table describes the fees and expenses that you may pay if you buy and hold shares of the fund.

Annual Fund Operating Expenses (expenses that you pay each year as a percentage of the value of your investment)

	Institutional Shares
Management fees	.20
Other expenses:	
Shareholder services fees	.00*
Miscellaneous other expenses	.02
Total other expenses	.02
Total annual fund operating expenses	.22

* *Amount represents less than .01%.*

Example

The Example is intended to help you compare the cost of investing in the fund with the cost of investing in other mutual funds. The Example assumes that you invest $10,000 in the fund for the time periods indicated and then hold or redeem all of your shares at the end of those periods. The Example also assumes that your investment has a 5% return each year and that the fund's operating expenses remain the same. Although your actual costs may be higher or lower, based on these assumptions your costs would be:

	1 Year	3 Years	5 Years	10 Years
Institutional Shares	$23	$71	$124	$280

Principal Investment Strategy

The fund pursues its investment objective by investing only in government securities (i.e., securities issued or guaranteed as to principal and interest by the U.S. government or its agencies or instrumentalities, including those with floating or variable rates of interest) and cash. The fund is a money market fund subject to the maturity, quality, liquidity and diversification requirements of Rule 2a-7 under the Investment Company Act of 1940, as amended, and seeks to maintain a stable share price of $1.00.

The fund is a "government money market fund," as that term is defined in Rule 2a-7, and as such is required to invest at least 99.5% of its total assets in securities issued or guaranteed as to principal and interest by the U.S. government or its agencies or instrumentalities, repurchase agreements collateralized solely by cash and/or government securities, and cash. The fund normally invests at least 80% of its net assets in government securities (i.e., under normal circumstances, the fund will not invest more than 20% of its net assets in cash), and typically invests exclusively in government securities.

The securities in which the fund invests include those backed by the full faith and credit of the U.S. government, which include U.S. Treasury securities as well as securities issued by certain agencies of the U.S. government, and those that are neither insured nor guaranteed by the U.S. government. While the fund is permitted to invest in the full range of government securities, the fund currently is managed so that income paid by the fund will be exempt from state and local taxes. Because rules regarding the state and local taxation of dividend income can differ from state to state, investors are urged to consult their tax advisers about the taxation of the fund's dividend income in their state and locality.

Principal Risks

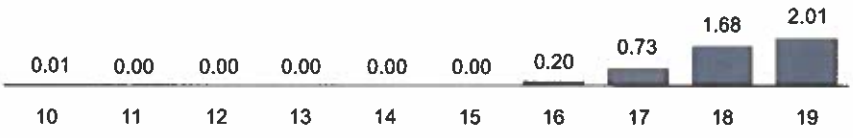
An investment in the fund is not a bank deposit. It is not insured or guaranteed by the Federal Deposit Insurance Corporation (FDIC) or any other government agency. You could lose money by investing in the fund. Although the fund seeks to preserve the value of your investment at $1.00 per share, it cannot guarantee it will do so. The fund's yield will fluctuate as the short-term securities in its portfolio mature or are sold and the proceeds are reinvested in securities with different interest rates. The fund currently is not permitted to impose a fee upon the sale of shares (a "liquidity fee") or temporarily suspend redemptions (a redemption "gate") under distressed conditions as some other types of money market funds are, and the fund's board has no intention to impose a liquidity fee or redemption gate. Neither BNY Mellon Investment Adviser, Inc. nor its affiliates have a legal obligation to provide financial support to the fund, and you should not expect that BNY Mellon Investment Adviser, Inc. or its affiliates will provide financial support to the fund at any time. The following are the principal risks that could reduce the fund's income level and/or share price:

- *Interest rate risk.* This risk refers to the decline in the prices of fixed-income securities that may accompany a rise in the overall level of interest rates. A sharp and unexpected rise in interest rates could impair the fund's ability to maintain a stable net asset value. A low interest rate environment may prevent the fund from providing a positive yield or paying fund expenses out of fund assets and could impair the fund's ability to maintain a stable net asset value.
- *Liquidity risk.* When there is little or no active trading market for specific types of securities, it can become more difficult to sell the securities in a timely manner at or near their perceived value. In such a market, the value of such securities may fall dramatically, potentially impairing the fund's ability to maintain a stable net asset value.
- *U.S. Treasury securities risk.* A security backed by the U.S. Treasury or the full faith and credit of the United States is guaranteed only as to the timely payment of interest and principal when held to maturity, but the market prices for such securities are not guaranteed and will fluctuate.
- *Government securities risk.* Not all obligations of the U.S. government, its agencies and instrumentalities are backed by the full faith and credit of the U.S. Treasury. Some obligations are backed only by the credit of the issuing agency or instrumentality, and in some cases there may be some risk of default by the issuer. Any guarantee by the U.S. government or its agencies or instrumentalities of a security held by the fund does not apply to the market value of such security or to shares of the fund itself.
- *Market risk.* The value of the securities in which the fund invests may be affected by political, regulatory, economic and social developments. Events such as war, acts of terrorism, the spread of infectious illness or other public health issue, recessions, or other events could have a significant impact on the fund and its investments.

Performance

The following bar chart and table provide some indication of the risks of investing in the fund. The bar chart shows changes in the performance of the fund's Institutional shares from year to year. The table shows the average annual total returns of the fund's Institutional shares over time. The fund's past performance is not necessarily an indication of how the fund will perform in the future. More recent performance information may be available at www.dreyfus.com.

Year-by-Year Total Returns as of 12/31 each year (%)
Institutional Shares



Best Quarter
Q1, 2019: 0.56%
Worst Quarter
Q3, 2015: 0.00%

The year-to-date total return of the fund's Institutional shares as of March 31, 2020 was 0.31%.

Average Annual Total Returns as of 12/31/19

	1 Year	5 Years	10 Years
Institutional Shares	2.01%	0.92%	0.46%

For the current yield for Institutional shares call toll-free 1-800-346-3621. Individuals or entities for whom institutions may purchase or redeem shares should call the institution directly.

Portfolio Management

The fund is managed by Dreyfus Cash Investment Strategies, a division of BNY Mellon Investment Adviser, Inc., the fund's investment adviser.

Purchase and Sale of Fund Shares

The fund is designed for institutional investors. In general, the fund's minimum initial investment is $10,000,000, with no minimum subsequent investment, unless: (a) the investor has invested at least $10,000,000 in the aggregate among the fund and any of the Dreyfus Institutional Liquidity Funds, Cash Advantage Funds, Cash Management Funds or Institutional Preferred Funds; or (b) the investor has, in the opinion of BNY Mellon Institutional Services, adequate intent and availability of assets to reach a future aggregate level of investment of $10,000,000 in such funds. Certain types of accounts are eligible for lower minimum investments. You may sell (redeem) your shares on any business day by telephone or compatible computer facility.

Tax Information

The fund's distributions are taxable as ordinary income or capital gains, except when your investment is through a U.S. tax-advantaged investment plan (in which case you may be taxed upon withdrawal of your investment from such account).

Payments to Broker-Dealers and Other Financial Intermediaries

If you purchase shares through a broker-dealer or other financial intermediary (such as a bank), the fund and its related companies may pay the intermediary for the sale of fund shares and related services. To the extent that the intermediary may receive lesser or no payments in connection with the sale of other investments, the payments from the fund and its related companies may create a potential conflict of interest by influencing the broker-dealer or other intermediary and your financial representative to recommend the fund over the other investments. This potential conflict of interest may be addressed by policies, procedures or practices adopted by the financial intermediary. As there may be many different policies, procedures or practices adopted by different intermediaries to address the manner in which compensation is earned through the sale of investments or the provision of related services, the compensation rates and other payment arrangements that may apply to a financial intermediary and its representatives may vary by intermediary. Ask your financial representative or visit your financial intermediary's website for more information.

Fund Summary

Dreyfus Treasury Obligations Cash Management

Investment Objective

The fund seeks as high a level of current income as is consistent with the preservation of capital and the maintenance of liquidity.

Fees and Expenses

This table describes the fees and expenses that you may pay if you buy and hold shares of the fund.

Annual Fund Operating Expenses (expenses that you pay each year as a percentage of the value of your investment)

	Institutional Shares
Management fees	.20
Other expenses:	
Shareholder services fees	.00*
Miscellaneous other expenses	.01
Total other expenses	.01
Total annual fund operating expenses	.21

* *Amount represents less than .01%.*

Example

The Example is intended to help you compare the cost of investing in the fund with the cost of investing in other mutual funds. The Example assumes that you invest $10,000 in the fund for the time periods indicated and then hold or redeem all of your shares at the end of those periods. The Example also assumes that your investment has a 5% return each year and that the fund's operating expenses remain the same. Although your actual costs may be higher or lower, based on these assumptions your costs would be:

	1 Year	3 Years	5 Years	10 Years
Institutional Shares	$22	$68	$118	$268

Principal Investment Strategy

The fund pursues its investment objective by investing only in U.S. Treasury securities, repurchase agreements collateralized solely by U.S. Treasury securities and cash. The fund is a money market fund subject to the maturity, quality, liquidity and diversification requirements of Rule 2a-7 under the Investment Company Act of 1940, as amended, and seeks to maintain a stable share price of $1.00.

The fund is a "government money market fund," as that term is defined in Rule 2a-7, and as such is required to invest at least 99.5% of its total assets in securities issued or guaranteed as to principal and interest by the U.S. government or its agencies or instrumentalities, repurchase agreements collateralized solely by cash and/or government securities, and cash. The fund normally invests at least 80% of its net assets in U.S. Treasury securities and repurchase agreements collateralized solely by U.S. Treasury securities (i.e., under normal circumstances, the fund will not invest more than 20% of its net assets in cash or repurchase agreements collateralized by cash), and typically invests exclusively in such securities.

Principal Risks

An investment in the fund is not a bank deposit. It is not insured or guaranteed by the Federal Deposit Insurance Corporation (FDIC) or any other government agency. You could lose money by investing in the fund. Although the fund seeks to preserve the value of your investment at $1.00 per share, it cannot guarantee it will do so. The fund's yield will fluctuate as the short-term securities in its portfolio mature or are sold and the proceeds are reinvested in securities with different interest rates. The fund currently is not permitted to impose a fee upon the sale of shares (a "liquidity

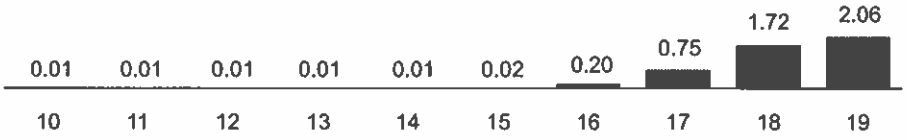
fee") or temporarily suspend redemptions (a redemption "gate") under distressed conditions as some other types of money market funds are, and the fund's board has no intention to impose a liquidity fee or redemption gate. Neither BNY Mellon Investment Adviser, Inc. nor its affiliates have a legal obligation to provide financial support to the fund, and you should not expect that BNY Mellon Investment Adviser, Inc. or its affiliates will provide financial support to the fund at any time. The following are the principal risks that could reduce the fund's income level and/or share price:

- *Interest rate risk.* This risk refers to the decline in the prices of fixed-income securities that may accompany a rise in the overall level of interest rates. A sharp and unexpected rise in interest rates could impair the fund's ability to maintain a stable net asset value. A low interest rate environment may prevent the fund from providing a positive yield or paying fund expenses out of fund assets and could impair the fund's ability to maintain a stable net asset value.
- *Liquidity risk.* When there is little or no active trading market for specific types of securities, it can become more difficult to sell the securities in a timely manner at or near their perceived value. In such a market, the value of such securities may fall dramatically, potentially impairing the fund's ability to maintain a stable net asset value.
- *U.S. Treasury securities risk.* A security backed by the U.S. Treasury or the full faith and credit of the United States is guaranteed only as to the timely payment of interest and principal when held to maturity, but the market prices for such securities are not guaranteed and will fluctuate.
- *Repurchase agreement counterparty risk.* The fund is subject to the risk that a counterparty in a repurchase agreement could fail to honor the terms of the agreement.
- *Market risk.* The value of the securities in which the fund invests may be affected by political, regulatory, economic and social developments. Events such as war, acts of terrorism, the spread of infectious illness or other public health issue, recessions, or other events could have a significant impact on the fund and its investments.

Performance

The following bar chart and table provide some indication of the risks of investing in the fund. The bar chart shows changes in the performance of the fund's Institutional shares from year to year. The table shows the average annual total returns of the fund's Institutional shares over time. The fund's past performance is not necessarily an indication of how the fund will perform in the future. More recent performance information may be available at www.dreyfus.com.

Year-by-Year Total Returns as of 12/31 each year (%)
Institutional Shares



Best Quarter
Q1, 2019: 0.57%
Worst Quarter
Q1, 2010: 0.00%

The year-to-date total return of the fund's Institutional shares as of March 31, 2020 was 0.30%.

Average Annual Total Returns as of 12/31/19

	1 Year	5 Years	10 Years
Institutional Shares	2.06%	0.95%	0.48%

For the current yield for Institutional shares call toll-free 1-800-346-3621. Individuals or entities for whom institutions may purchase or redeem shares should call the institution directly.

Portfolio Management

The fund is managed by Dreyfus Cash Investment Strategies, a division of BNY Mellon Investment Adviser, Inc., the fund's investment adviser.

Purchase and Sale of Fund Shares

The fund is designed for institutional investors. In general, the fund's minimum initial investment is $10,000,000, with no minimum subsequent investment, unless: (a) the investor has invested at least $10,000,000 in the aggregate among the fund and any of the Dreyfus Institutional Liquidity Funds, Cash Advantage Funds, Cash Management Funds or

Institutional Preferred Funds; or (b) the investor has, in the opinion of BNY Mellon Institutional Services, adequate intent and availability of assets to reach a future aggregate level of investment of $10,000,000 in such funds. Certain types of accounts are eligible for lower minimum investments. You may sell (redeem) your shares on any business day by telephone or compatible computer facility.

Tax Information

The fund's distributions are taxable as ordinary income or capital gains, except when your investment is through a U.S. tax-advantaged investment plan (in which case you may be taxed upon withdrawal of your investment from such account).

Payments to Broker-Dealers and Other Financial Intermediaries

If you purchase shares through a broker-dealer or other financial intermediary (such as a bank), the fund and its related companies may pay the intermediary for the sale of fund shares and related services. To the extent that the intermediary may receive lesser or no payments in connection with the sale of other investments, the payments from the fund and its related companies may create a potential conflict of interest by influencing the broker-dealer or other intermediary and your financial representative to recommend the fund over the other investments. This potential conflict of interest may be addressed by policies, procedures or practices adopted by the financial intermediary. As there may be many different policies, procedures or practices adopted by different intermediaries to address the manner in which compensation is earned through the sale of investments or the provision of related services, the compensation rates and other payment arrangements that may apply to a financial intermediary and its representatives may vary by intermediary. Ask your financial representative or visit your financial intermediary's website for more information.

Fund Summary

Dreyfus Treasury Securities Cash Management

Investment Objective

The fund seeks as high a level of current income as is consistent with the preservation of capital and the maintenance of liquidity.

Fees and Expenses

This table describes the fees and expenses that you may pay if you buy and hold shares of the fund.

Annual Fund Operating Expenses (expenses that you pay each year as a percentage of the value of your investment)

	Institutional Shares
Management fees	.20
Other expenses:	
Shareholder services fees	*.00**
Miscellaneous other expenses	*.01*
Total other expenses	.01
Total annual fund operating expenses	.21

** Amount represents less than .01%.*

Example

The Example is intended to help you compare the cost of investing in the fund with the cost of investing in other mutual funds. The Example assumes that you invest $10,000 in the fund for the time periods indicated and then hold or redeem all of your shares at the end of those periods. The Example also assumes that your investment has a 5% return each year and that the fund's operating expenses remain the same. Although your actual costs may be higher or lower, based on these assumptions your costs would be:

	1 Year	3 Years	5 Years	10 Years
Institutional Shares	$22	$68	$118	$268

Principal Investment Strategy

The fund pursues its investment objective by investing only in U.S. Treasury securities (i.e., securities issued or guaranteed as to principal and interest by the U.S. government, including those with floating or variable rates of interest) and cash. The fund is a money market fund subject to the maturity, quality, liquidity and diversification requirements of Rule 2a-7 under the Investment Company Act of 1940, as amended, and seeks to maintain a stable share price of $1.00.

The fund is a "government money market fund". As that term is defined in Rule 2a-7, the fund is required to invest at least 99.5% of its total assets in securities issued or guaranteed as to principal and interest by the U.S. government or its agencies or instrumentalities, repurchase agreements collateralized solely by cash and/or government securities, and cash. The fund, however, typically invests exclusively in U.S. Treasury securities and cash, and it does not invest in securities issued or guaranteed by U.S. government agencies or instrumentalities or repurchase agreements. The fund normally invests at least 80% of its net assets in U.S. Treasury securities (i.e., under normal circumstances, the fund will not invest more than 20% of its net assets in cash).

The fund is managed so that income paid by the fund will be exempt from state and local taxes. Because rules regarding the state and local taxation of dividend income can differ from state to state, investors are urged to consult their tax advisers about the taxation of the fund's dividend income in their state and locality.

Principal Risks

An investment in the fund is not a bank deposit. It is not insured or guaranteed by the Federal Deposit Insurance Corporation (FDIC) or any other government agency. You could lose money by investing in the fund. Although the

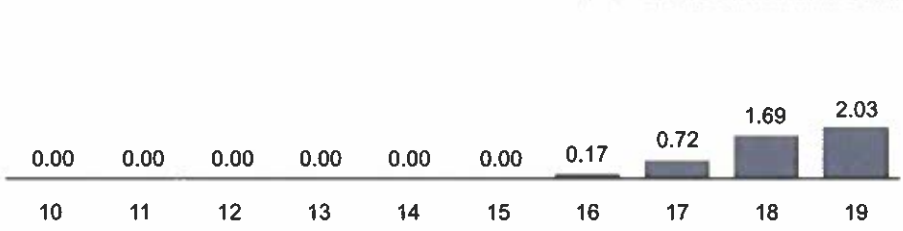
fund seeks to preserve the value of your investment at $1.00 per share, it cannot guarantee it will do so. The fund's yield will fluctuate as the short-term securities in its portfolio mature or are sold and the proceeds are reinvested in securities with different interest rates. The fund currently is not permitted to impose a fee upon the sale of shares (a "liquidity fee") or temporarily suspend redemptions (a redemption "gate") under distressed conditions as some other types of money market funds are, and the fund's board has no intention to impose a liquidity fee or redemption gate. Neither BNY Mellon Investment Adviser, Inc. nor its affiliates have a legal obligation to provide financial support to the fund, and you should not expect that BNY Mellon Investment Adviser, Inc. or its affiliates will provide financial support to the fund at any time. The following are the principal risks that could reduce the fund's income level and/or share price:

- *Interest rate risk.* This risk refers to the decline in the prices of fixed-income securities that may accompany a rise in the overall level of interest rates. A sharp and unexpected rise in interest rates could impair the fund's ability to maintain a stable net asset value. A low interest rate environment may prevent the fund from providing a positive yield or paying fund expenses out of fund assets and could impair the fund's ability to maintain a stable net asset value.
- *Liquidity risk.* When there is little or no active trading market for specific types of securities, it can become more difficult to sell the securities in a timely manner at or near their perceived value. In such a market, the value of such securities may fall dramatically, potentially impairing the fund's ability to maintain a stable net asset value.
- *U.S. Treasury securities risk.* A security backed by the U.S. Treasury or the full faith and credit of the United States is guaranteed only as to the timely payment of interest and principal when held to maturity, but the market prices for such securities are not guaranteed and will fluctuate.
- *Market risk.* The value of the securities in which the fund invests may be affected by political, regulatory, economic and social developments. Events such as war, acts of terrorism, the spread of infectious illness or other public health issue, recessions, or other events could have a significant impact on the fund and its investments.

Performance

The following bar chart and table provide some indication of the risks of investing in the fund. The bar chart shows changes in the performance of the fund's Institutional shares from year to year. The table shows the average annual total returns of the fund's Institutional shares over time. The fund's past performance is not necessarily an indication of how the fund will perform in the future. More recent performance information may be available at www.dreyfus.com.

Year-by-Year Total Returns as of 12/31 each year (%)
Institutional Shares



Best Quarter
Q2, 2019: 0.56%
Worst Quarter
Q3, 2015: 0.00%

The year-to-date total return of the fund's Institutional shares as of March 31, 2020 was 0.31%.

Average Annual Total Returns as of 12/31/19

	1 Year	5 Years	10 Years
Institutional Shares	2.03%	0.92%	0.46%

For the current yield for Institutional shares call toll-free 1-800-346-3621. Individuals or entities for whom institutions may purchase or redeem shares should call the institution directly.

Portfolio Management

The fund is managed by Dreyfus Cash Investment Strategies, a division of BNY Mellon Investment Adviser, Inc., the fund's investment adviser.

Purchase and Sale of Fund Shares

The fund is designed for institutional investors. In general, the fund's minimum initial investment is $10,000,000, with no minimum subsequent investment, unless: (a) the investor has invested at least $10,000,000 in the aggregate among the fund and any of the Dreyfus Institutional Liquidity Funds, Cash Advantage Funds, Cash Management Funds or Institutional Preferred Funds; or (b) the investor has, in the opinion of BNY Mellon Institutional Services, adequate intent and availability of assets to reach a future aggregate level of investment of $10,000,000 in such funds. Certain types of accounts are eligible for lower minimum investments. You may sell (redeem) your shares on any business day by telephone or compatible computer facility.

Tax Information

The fund's distributions are taxable as ordinary income or capital gains, except when your investment is through a U.S. tax-advantaged investment plan (in which case you may be taxed upon withdrawal of your investment from such account).

Payments to Broker-Dealers and Other Financial Intermediaries

If you purchase shares through a broker-dealer or other financial intermediary (such as a bank), the fund and its related companies may pay the intermediary for the sale of fund shares and related services. To the extent that the intermediary may receive lesser or no payments in connection with the sale of other investments, the payments from the fund and its related companies may create a potential conflict of interest by influencing the broker-dealer or other intermediary and your financial representative to recommend the fund over the other investments. This potential conflict of interest may be addressed by policies, procedures or practices adopted by the financial intermediary. As there may be many different policies, procedures or practices adopted by different intermediaries to address the manner in which compensation is earned through the sale of investments or the provision of related services, the compensation rates and other payment arrangements that may apply to a financial intermediary and its representatives may vary by intermediary. Ask your financial representative or visit your financial intermediary's website for more information.

Fund Summary

Dreyfus AMT-Free Tax Exempt Cash Management

Investment Objective

The fund seeks as high a level of current income exempt from federal income tax as is consistent with the preservation of capital and the maintenance of liquidity.

Fees and Expenses

This table describes the fees and expenses that you may pay if you buy and hold shares of the fund.

Annual Fund Operating Expenses (expenses that you pay each year as a percentage of the value of your investment)		**Institutional Shares**
Management fees		.20
Other expenses:		
Shareholder services fees	.02	
Miscellaneous other expenses	.04	
Total other expenses		.06
Total annual fund operating expenses		.26

Example

The Example is intended to help you compare the cost of investing in the fund with the cost of investing in other mutual funds. The Example assumes that you invest $10,000 in the fund for the time periods indicated and then hold or redeem all of your shares at the end of those periods. The Example also assumes that your investment has a 5% return each year and that the fund's operating expenses remain the same. Although your actual costs may be higher or lower, based on these assumptions your costs would be:

	1 Year	**3 Years**	**5 Years**	**10 Years**
Institutional Shares	$27	$84	$146	$331

Principal Investment Strategy

To pursue its goal, the fund normally invests substantially all of its assets in short-term, high quality municipal obligations that provide income exempt from federal income taxes. The fund also may invest in high quality, short-term structured notes, which are derivative instruments whose value is tied to underlying municipal obligations. In addition, the fund may invest temporarily in high quality, taxable money market instruments, including when the portfolio manager believes that acceptable municipal obligations are unavailable for investment.

Although the fund is permitted to invest up to 20% of its assets in municipal obligations that provide income that may be subject to the federal alternative minimum tax, the fund currently is managed so that income paid by the fund will not be subject to the federal alternative minimum tax.

The fund is a money market fund subject to the maturity, quality, liquidity and diversification requirements of Rule 2a-7 under the Investment Company Act of 1940, as amended, although the net asset value of the fund's shares will "float," meaning the net asset value will fluctuate with changes in the values of the fund's portfolio securities.

Principal Risks

An investment in the fund is not a bank deposit. It is not insured or guaranteed by the Federal Deposit Insurance Corporation (FDIC) or any other government agency. You could lose money by investing in the fund. Because the share price of the fund will fluctuate, when you sell your shares they may be worth more or less than what you originally paid for them. The fund's yield will fluctuate as the short-term securities in its portfolio mature or are sold and the proceeds are reinvested in securities with different interest rates. The fund may impose a fee upon the sale of shares (a

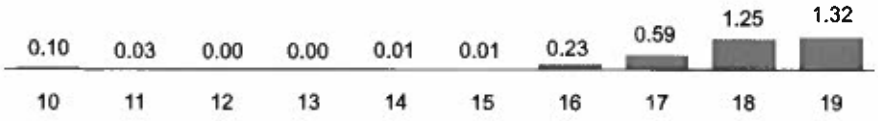
"liquidity fee") or may temporarily suspend your ability to sell shares (a redemption "gate") if the fund's liquidity falls below required minimums because of market conditions or other factors. Neither BNY Mellon Investment Adviser, Inc. nor its affiliates have a legal obligation to provide financial support to the fund, and you should not expect that BNY Mellon Investment Adviser, Inc. or its affiliates will provide financial support to the fund at any time. The following are the principal risks that could reduce the fund's income level and/or share price:

- *Interest rate risk.* This risk refers to the decline in the prices of fixed-income securities that may accompany a rise in the overall level of interest rates. A sharp and unexpected rise in interest rates could cause the fund's share price to decline. A low interest rate environment may prevent the fund from providing a positive yield or paying fund expenses out of fund assets and could lead to a decline in the fund's share price.
- *Liquidity risk.* When there is little or no active trading market for specific types of securities, it can become more difficult to sell the securities in a timely manner at or near their perceived value. In such a market, the value of such securities may fall dramatically, potentially leading to a decline in the fund's share price.
- *Credit risk.* Failure of an issuer of a security to make timely interest or principal payments when due, or a decline or perception of a decline in the credit quality of the security, can cause the security's price to fall. Although the fund invests only in high quality debt securities, the credit quality of the securities held by the fund can change rapidly in certain market environments, and the default or a significant price decline of a single holding could have the potential to cause significant deterioration of the fund's net asset value.
- *Floating net asset value risk.* The fund does not maintain a stable net asset value per share. The net asset value of the fund's shares will be calculated to four decimal places and will "float," meaning the net asset value will fluctuate with changes in the values of the fund's portfolio securities. You could lose money by investing in the fund.
- *Liquidity fee and/or redemption gate risk.* The fund may impose a fee upon the sale of your shares (a "liquidity fee") or may temporarily suspend your ability to sell shares (a redemption "gate") if the fund's liquidity falls below required minimums because of unusual market conditions, an unusually high volume of redemption requests, redemptions by a few large investors, or other reasons. If a liquidity fee is imposed by the fund, it would reduce the amount you will receive upon the redemption of your shares. A "gate" will suspend your ability to redeem your shares while the gate is imposed and may prevent the fund from being able to pay redemption proceeds within the allowable time period stated in this prospectus.
- *Municipal securities risk.* Municipal securities may be fully or partially backed or enhanced by the taxing authority of a local government, by the current or anticipated revenues from a specific project or specific assets, or by the credit of, or liquidity enhancement provided by, a private issuer. Special factors, such as legislative changes, and state and local economic and business developments, may adversely affect the yield and/or value of the fund's investments in municipal securities.
- *Structured notes risk.* Structured notes, a type of derivative instrument, can be volatile, and the possibility of default by the financial institution or counterparty may be greater for these instruments than for other types of money market instruments. Structured notes typically are purchased in privately negotiated transactions from financial institutions and, thus, an active trading market for such instruments may not exist.
- *Tax risk.* To be tax-exempt, municipal obligations generally must meet certain regulatory requirements. If any such municipal obligation fails to meet these regulatory requirements, the interest received by the fund from its investment in such obligations and distributed to fund shareholders will be taxable.
- *Market risk.* The value of the securities in which the fund invests may be affected by political, regulatory, economic and social developments. Events such as war, acts of terrorism, the spread of infectious illness or other public health issue, recessions, or other events could have a significant impact on the fund and its investments.

Performance

The following bar chart and table provide some indication of the risks of investing in the fund. The bar chart shows changes in the performance of the fund's Institutional shares from year to year. The table shows the average annual total returns of the fund's Institutional shares over time. The fund's past performance is not necessarily an indication of how the fund will perform in the future. More recent performance information may be available at www.dreyfus.com.

Year-by-Year Total Returns as of 12/31 each year (%)
Institutional Shares



Best Quarter
Q2, 2019: 0.38%
Worst Quarter
Q3, 2015: 0.00%

The year-to-date total return of the fund's Institutional shares as of March 31, 2020 was 0.32%.

Average Annual Total Returns as of 12/31/19

	1 Year	5 Years	10 Years
Institutional Shares	1.32%	0.68%	0.35%

For the current yield for Institutional shares call toll-free 1-800-346-3621. Individuals or entities for whom institutions may purchase or redeem shares should call the institution directly.

Portfolio Management

The fund is managed by Dreyfus Cash Investment Strategies, a division of BNY Mellon Investment Adviser, Inc., the fund's investment adviser.

Purchase and Sale of Fund Shares

The fund is designed for institutional investors. In general, the fund's minimum initial investment is $10,000,000, with no minimum subsequent investment, unless: (a) the investor has invested at least $10,000,000 in the aggregate among the fund and any of the Dreyfus Institutional Liquidity Funds, Cash Advantage Funds, Cash Management Funds or Institutional Preferred Funds; or (b) the investor has, in the opinion of BNY Mellon Institutional Services, adequate intent and availability of assets to reach a future aggregate level of investment of $10,000,000 in such funds. Certain types of accounts are eligible for lower minimum investments. You may sell (redeem) your shares on any business day by telephone or compatible computer facility.

Tax Information

The fund anticipates that dividends paid by the fund generally will be exempt from federal income tax. However, the fund may realize and distribute taxable income and capital gains from time to time as a result of the fund's normal investment activities.

Payments to Broker-Dealers and Other Financial Intermediaries

If you purchase shares through a broker-dealer or other financial intermediary (such as a bank), the fund and its related companies may pay the intermediary for the sale of fund shares and related services. To the extent that the intermediary may receive lesser or no payments in connection with the sale of other investments, the payments from the fund and its related companies may create a potential conflict of interest by influencing the broker-dealer or other intermediary and your financial representative to recommend the fund over the other investments. This potential conflict of interest may be addressed by policies, procedures or practices adopted by the financial intermediary. As there may be many different policies, procedures or practices adopted by different intermediaries to address the manner in which compensation is earned through the sale of investments or the provision of related services, the compensation rates and other payment arrangements that may apply to a financial intermediary and its representatives may vary by intermediary. Ask your financial representative or visit your financial intermediary's website for more information.

Fund Summary

Dreyfus AMT-Free Municipal Cash Management Plus

Investment Objective

The fund seeks as high a level of current income exempt from federal income tax as is consistent with the preservation of capital and the maintenance of liquidity.

Fees and Expenses

This table describes the fees and expenses that you may pay if you buy and hold shares of the fund.

Annual Fund Operating Expenses (expenses that you pay each year as a percentage of the value of your investment)

	Institutional Shares
Management fees	.20
Other expenses:	
Shareholder services fees	*.03*
Miscellaneous other expenses	*.35*
Total other expenses	.38
Total annual fund operating expenses	.58

Example

The Example is intended to help you compare the cost of investing in the fund with the cost of investing in other mutual funds. The Example assumes that you invest $10,000 in the fund for the time periods indicated and then hold or redeem all of your shares at the end of those periods. The Example also assumes that your investment has a 5% return each year and that the fund's operating expenses remain the same. Although your actual costs may be higher or lower, based on these assumptions your costs would be:

	1 Year	3 Years	5 Years	10 Years
Institutional Shares	$59	$186	$324	$726

Principal Investment Strategy

To pursue its goal, the fund normally invests at least 80% of its net assets in short-term, high quality municipal obligations that provide income exempt from both federal income taxes and the federal alternative minimum tax. The fund also may invest in high quality, short-term structured notes, which are derivative instruments whose value is tied to underlying municipal obligations. In addition, the fund may invest temporarily in high quality, taxable money market instruments, including when the portfolio manager believes that acceptable municipal obligations are unavailable for investment.

The fund is a money market fund subject to the maturity, quality, liquidity and diversification requirements of Rule 2a-7 under the Investment Company Act of 1940, as amended, and seeks to maintain a stable share price of $1.00.

Principal Risks

An investment in the fund is not a bank deposit. It is not insured or guaranteed by the Federal Deposit Insurance Corporation (FDIC) or any other government agency. You could lose money by investing in the fund. Although the fund seeks to preserve the value of your investment at $1.00 per share, it cannot guarantee it will do so. The fund's yield will fluctuate as the short-term securities in its portfolio mature or are sold and the proceeds are reinvested in securities with different interest rates. The fund may impose a fee upon the sale of your shares (a "liquidity fee") or may temporarily suspend your ability to sell shares (a redemption "gate") if the fund's liquidity falls below required minimums because of market conditions or other factors. Neither BNY Mellon Investment Adviser, Inc. nor its affiliates have a legal obligation to provide financial support to the fund, and you should not expect that BNY Mellon Investment

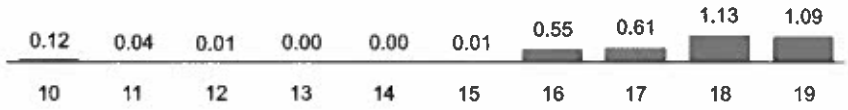
Adviser, Inc. or its affiliates will provide financial support to the fund at any time. The following are the principal risks that could reduce the fund's income level and/or share price:

- *Interest rate risk.* This risk refers to the decline in the prices of fixed-income securities that may accompany a rise in the overall level of interest rates. A sharp and unexpected rise in interest rates could impair the fund's ability to maintain a stable net asset value. A low interest rate environment may prevent the fund from providing a positive yield or paying fund expenses out of fund assets and could impair the fund's ability to maintain a stable net asset value.
- *Liquidity risk.* When there is little or no active trading market for specific types of securities, it can become more difficult to sell the securities in a timely manner at or near their perceived value. In such a market, the value of such securities may fall dramatically, potentially impairing the fund's ability to maintain a stable net asset value.
- *Credit risk.* Failure of an issuer of a security to make timely interest or principal payments when due, or a decline or perception of a decline in the credit quality of the security, can cause the security's price to fall. Although the fund invests only in high quality debt securities, the credit quality of the securities held by the fund can change rapidly in certain market environments, and the default or a significant price decline of a single holding could impair the fund's ability to maintain a stable net asset value.
- *Municipal securities risk.* Municipal securities may be fully or partially backed or enhanced by the taxing authority of a local government, by the current or anticipated revenues from a specific project or specific assets, or by the credit of, or liquidity enhancement provided by, a private issuer. Special factors, such as legislative changes, and state and local economic and business developments, may adversely affect the yield and/or the fund's ability to maintain a stable net asset value.
- *Structured notes risk.* Structured notes, a type of derivative instrument, can be volatile, and the possibility of default by the financial institution or counterparty may be greater for these instruments than for other types of money market instruments. Structured notes typically are purchased in privately negotiated transactions from financial institutions and, thus, an active trading market for such instruments may not exist.
- *Tax risk.* To be tax-exempt, municipal obligations generally must meet certain regulatory requirements. If any such municipal obligation fails to meet these regulatory requirements, the interest received by the fund from its investment in such obligations and distributed to fund shareholders will be taxable.
- *Liquidity fee and/or redemption gate risk.* The fund may impose a fee upon the sale of your shares (a "liquidity fee") or may temporarily suspend your ability to sell shares (a redemption "gate") if the fund's liquidity falls below required minimums because of unusual market conditions, an unusually high volume of redemption requests, redemptions by a few large investors, or other reasons. If a liquidity fee is imposed by the fund, it would reduce the amount you will receive upon the redemption of your shares. A "gate" will suspend your ability to redeem your shares while the gate is imposed and may prevent the fund from being able to pay redemption proceeds within the allowable time period stated in this prospectus.
- *Market risk.* The value of the securities in which the fund invests may be affected by political, regulatory, economic and social developments. Events such as war, acts of terrorism, the spread of infectious illness or other public health issue, recessions, or other events could have a significant impact on the fund and its investments.

Performance

The following bar chart and table provide some indication of the risks of investing in the fund. The bar chart shows changes in the performance of the fund's Institutional shares from year to year. The table shows the average annual total returns of the fund's Institutional shares over time. The fund's past performance is not necessarily an indication of how the fund will perform in the future. More recent performance information may be available at www.dreyfus.com.

Year-by-Year Total Returns as of 12/31 each year (%)
Institutional Shares



Best Quarter
Q3, 2016: 0.46%
Worst Quarter
Q3, 2015: 0.00%

The year-to-date total return of the fund's Institutional shares as of March 31, 2020 was 0.28%.

Average Annual Total Returns as of 12/31/19

	1 Year	5 Years	10 Years
Institutional Shares	1.09%	0.68%	0.36%

For the current yield for Institutional shares call toll-free 1-800-346-3621. Individuals or entities for whom institutions may purchase or redeem shares should call the institution directly.

Portfolio Management

The fund is managed by Dreyfus Cash Investment Strategies, a division of BNY Mellon Investment Adviser, Inc., the fund's investment adviser.

Purchase and Sale of Fund Shares

The fund is designed for institutional investors; however, investments in the fund are limited to accounts beneficially owned by natural persons.

In general, the fund's minimum initial investment is $10,000,000, with no minimum subsequent investment, unless: (a) the investor has invested at least $10,000,000 in the aggregate among the fund and any of the Dreyfus Institutional Liquidity Funds, Cash Advantage Funds, Cash Management Funds or Institutional Preferred Funds; or (b) the investor has, in the opinion of BNY Mellon Institutional Services, adequate intent and availability of assets to reach a future aggregate level of investment of $10,000,000 in such funds. Certain types of accounts are eligible for lower minimum investments. You may sell (redeem) your shares on any business day by telephone or compatible computer facility.

Tax Information

The fund anticipates that dividends paid by the fund generally will be exempt from federal income tax. However, the fund may realize and distribute taxable income and capital gains from time to time as a result of the fund's normal investment activities.

Payments to Broker-Dealers and Other Financial Intermediaries

If you purchase shares through a broker-dealer or other financial intermediary (such as a bank), the fund and its related companies may pay the intermediary for the sale of fund shares and related services. To the extent that the intermediary may receive lesser or no payments in connection with the sale of other investments, the payments from the fund and its related companies may create a potential conflict of interest by influencing the broker-dealer or other intermediary and your financial representative to recommend the fund over the other investments. This potential conflict of interest may be addressed by policies, procedures or practices adopted by the financial intermediary. As there may be many different policies, procedures or practices adopted by different intermediaries to address the manner in which compensation is earned through the sale of investments or the provision of related services, the compensation rates and other payment arrangements that may apply to a financial intermediary and its representatives may vary by intermediary. Ask your financial representative or visit your financial intermediary's website for more information.

Fund Summary

Dreyfus AMT-Free New York Municipal Cash Management

Investment Objective

The fund seeks as high a level of current income exempt from federal, New York state and New York city personal income taxes as is consistent with the preservation of capital and the maintenance of liquidity.

Fees and Expenses

This table describes the fees and expenses that you may pay if you buy and hold shares of the fund.

Annual Fund Operating Expenses (expenses that you pay each year as a percentage of the value of your investment)

		Institutional Shares
Management fees		.20
Other expenses:		
Shareholder services fees	*.01*	
Miscellaneous other expenses	*.14*	
Total other expenses		.15
Total annual fund operating expenses		.35

Example

The Example is intended to help you compare the cost of investing in the fund with the cost of investing in other mutual funds. The Example assumes that you invest $10,000 in the fund for the time periods indicated and then hold or redeem all of your shares at the end of those periods. The Example also assumes that your investment has a 5% return each year and that the fund's operating expenses remain the same. Although your actual costs may be higher or lower, based on these assumptions your costs would be:

	1 Year	**3 Years**	**5 Years**	**10 Years**
Institutional Shares	$36	$113	$197	$443

Principal Investment Strategy

To pursue its goal, the fund normally invests at least 80% of its net assets in short-term, high quality municipal obligations that provide income exempt from federal, New York state and New York city income taxes and the federal alternative minimum tax. The fund also may invest in high quality, short-term structured notes, which are derivative instruments whose value is tied to underlying municipal obligations.

The fund may invest temporarily in high quality, taxable money market instruments, including when the portfolio manager believes acceptable New York municipal obligations are unavailable for investment. In addition, a portion of the fund's assets may be invested in short-term, high quality municipal obligations that do not pay income that is exempt from New York state or New York city income taxes.

The fund is a money market fund subject to the maturity, quality, liquidity and diversification requirements of Rule 2a-7 under the Investment Company Act of 1940, as amended, and seeks to maintain a stable share price of $1.00.

Principal Risks

An investment in the fund is not a bank deposit. It is not insured or guaranteed by the Federal Deposit Insurance Corporation (FDIC) or any other government agency. You could lose money by investing in the fund. Although the fund seeks to preserve the value of your investment at $1.00 per share, it cannot guarantee it will do so. The fund's yield will fluctuate as the short-term securities in its portfolio mature or are sold and the proceeds are reinvested in securities with different interest rates. The fund may impose a fee upon the sale of your shares (a "liquidity fee") or may temporarily suspend your ability to sell shares (a redemption "gate") if the fund's liquidity falls below required minimums because of market conditions or other factors. Neither BNY Mellon Investment Adviser, Inc. nor its affiliates have a legal obligation to provide financial support to the fund, and you should not expect that BNY Mellon Investment

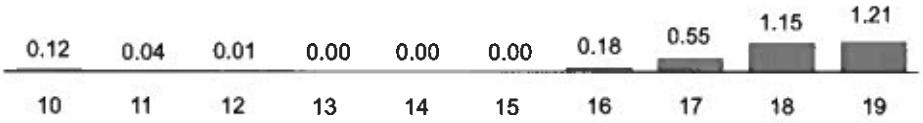
Adviser, Inc. or its affiliates will provide financial support to the fund at any time. The following are the principal risks that could reduce the fund's income level and/or share price:

- *Interest rate risk.* This risk refers to the decline in the prices of fixed-income securities that may accompany a rise in the overall level of interest rates. A sharp and unexpected rise in interest rates could impair the fund's ability to maintain a stable net asset value. A low interest rate environment may prevent the fund from providing a positive yield or paying fund expenses out of fund assets and could impair the fund's ability to maintain a stable net asset value.
- *Liquidity risk.* When there is little or no active trading market for specific types of securities, it can become more difficult to sell the securities in a timely manner at or near their perceived value. In such a market, the value of such securities may fall dramatically, potentially impairing the fund's ability to maintain a stable net asset value.
- *Credit risk.* Failure of an issuer of a security to make timely interest or principal payments when due, or a decline or perception of a decline in the credit quality of the security, can cause the security's price to fall. Although the fund invests only in high quality debt securities, the credit quality of the securities held by the fund can change rapidly in certain market environments, and the default or a significant price decline of a single holding could impair the fund's ability to maintain a stable net asset value.
- *Municipal securities risk.* Municipal securities may be fully or partially backed or enhanced by the taxing authority of a local government, by the current or anticipated revenues from a specific project or specific assets, or by the credit of, or liquidity enhancement provided by, a private issuer. Special factors, such as legislative changes, and state and local economic and business developments, may adversely affect the yield and/or the fund's ability to maintain a stable net asset value.
- *Structured notes risk.* Structured notes, a type of derivative instrument, can be volatile, and the possibility of default by the financial institution or counterparty may be greater for these instruments than for other types of money market instruments. Structured notes typically are purchased in privately negotiated transactions from financial institutions and, thus, an active trading market for such instruments may not exist.
- *Tax risk.* To be tax-exempt, municipal obligations generally must meet certain regulatory requirements. If any such municipal obligation fails to meet these regulatory requirements, the interest received by the fund from its investment in such obligations and distributed to fund shareholders will be taxable.
- *State-specific risk.* The fund is subject to the risk that New York's economy, and the revenues underlying its municipal obligations, may decline. Investing primarily in the municipal obligations of a single state makes the fund more sensitive to risks specific to that state and may entail more risk than investing in the municipal obligations of multiple states as a result of potentially less diversification.
- *Non-diversification risk.* The fund is non-diversified, which means that the fund may invest a relatively high percentage of its assets in a limited number of issuers. Therefore, the fund's performance may be more vulnerable to changes in the market value of a single issuer or group of issuers and more susceptible to risks associated with a single economic, political or regulatory occurrence than a diversified fund.
- *Liquidity fee and/or redemption gate risk.* The fund may impose a fee upon the sale of your shares (a "liquidity fee") or may temporarily suspend your ability to sell shares (a redemption "gate") if the fund's liquidity falls below required minimums because of unusual market conditions, an unusually high volume of redemption requests, redemptions by a few large investors, or other reasons. If a liquidity fee is imposed by the fund, it would reduce the amount you will receive upon the redemption of your shares. A "gate" will suspend your ability to redeem your shares while the gate is imposed and may prevent the fund from being able to pay redemption proceeds within the allowable time period stated in this prospectus.
- *Market risk.* The value of the securities in which the fund invests may be affected by political, regulatory, economic and social developments. Events such as war, acts of terrorism, the spread of infectious illness or other public health issue, recessions, or other events could have a significant impact on the fund and its investments.

Performance

The following bar chart and table provide some indication of the risks of investing in the fund. The bar chart shows changes in the performance of the fund's Institutional shares from year to year. The table shows the average annual total returns of the fund's Institutional shares over time. The fund's past performance is not necessarily an indication of how the fund will perform in the future. More recent performance information may be available at www.dreyfus.com.

Year-by-Year Total Returns as of 12/31 each year (%)
Institutional Shares



Best Quarter
Q2, 2019: 0.35%
Worst Quarter
Q3, 2015: 0.00%

The year-to-date total return of the fund's Institutional shares as of March 31, 2020 was 0.30%.

Average Annual Total Returns as of 12/31/19

	1 Year	5 Years	10 Years
Institutional Shares	1.21%	0.62%	0.33%

For the current yield for Institutional shares call toll-free 1-800-346-3621. Individuals or entities for whom institutions may purchase or redeem shares should call the institution directly.

Portfolio Management

The fund is managed by Dreyfus Cash Investment Strategies, a division of BNY Mellon Investment Adviser, Inc., the fund's investment adviser.

Purchase and Sale of Fund Shares

The fund is designed for institutional investors; however, investments in the fund are limited to accounts beneficially owned by natural persons.

In general, the fund's minimum initial investment is $10,000,000, with no minimum subsequent investment, unless: (a) the investor has invested at least $10,000,000 in the aggregate among the fund and any of the Dreyfus Institutional Liquidity Funds, Cash Advantage Funds, Cash Management Funds or Institutional Preferred Funds; or (b) the investor has, in the opinion of BNY Mellon Institutional Services, adequate intent and availability of assets to reach a future aggregate level of investment of $10,000,000 in such funds. Certain types of accounts are eligible for lower minimum investments. You may sell (redeem) your shares on any business day by telephone or compatible computer facility.

Tax Information

The fund anticipates that dividends paid by the fund generally will be exempt from federal, New York state and New York city personal income taxes. However, the fund may realize and distribute taxable income and capital gains from time to time as a result of the fund's normal investment activities.

Payments to Broker-Dealers and Other Financial Intermediaries

If you purchase shares through a broker-dealer or other financial intermediary (such as a bank), the fund and its related companies may pay the intermediary for the sale of fund shares and related services. To the extent that the intermediary may receive lesser or no payments in connection with the sale of other investments, the payments from the fund and its related companies may create a potential conflict of interest by influencing the broker-dealer or other intermediary and your financial representative to recommend the fund over the other investments. This potential conflict of interest may be addressed by policies, procedures or practices adopted by the financial intermediary. As there may be many different policies, procedures or practices adopted by different intermediaries to address the manner in which compensation is earned through the sale of investments or the provision of related services, the compensation rates and other payment arrangements that may apply to a financial intermediary and its representatives may vary by intermediary. Ask your financial representative or visit your financial intermediary's website for more information.

Fund Details

Goal and Approach

Each fund is a money market mutual fund with a separate investment portfolio. The operations and results of one fund are unrelated to those of any other fund. This combined prospectus has been prepared for the convenience of investors so that investors can consider a number of investment choices in one document.

Each fund is a money market fund, subject to the maturity, quality, liquidity and diversification requirements of Rule 2a-7 under the Investment Company Act of 1940, as amended.

Dreyfus Government Cash Management, Dreyfus Government Securities Cash Management, Dreyfus Treasury Obligations Cash Management and Dreyfus Treasury Securities Cash Management have each been designated as a "government money market fund" (Government Funds). As Government Funds, each fund is required to invest at least 99.5% of its total assets in securities issued or guaranteed as to principal and interest by the U.S. government or its agencies or instrumentalities, repurchase agreements collateralized solely by cash and/or government securities, and cash.

Dreyfus AMT-Free Municipal Cash Management Plus and Dreyfus AMT-Free New York Municipal Cash Management have each been designated as a "retail money market fund" (Retail Funds). As Retail Funds, investments in each fund are limited to accounts beneficially owned by natural persons.

The Government Funds and the Retail Funds seek to maintain a stable share price of $1.00 (CNAV Funds).

Dreyfus Cash Management and Dreyfus AMT-Free Tax Exempt Cash Management have not been designated as either a Government Fund or a Retail Fund. Therefore, the net asset value per share of these funds will "float," meaning the net asset value will fluctuate with changes in the values of the fund's portfolio securities (FNAV Funds).

Each fund seeks as high a level of current income as is consistent with the preservation of capital and the maintenance of liquidity. In addition, each tax exempt fund seeks current income exempt from federal income tax and, in the case of Dreyfus AMT-Free New York Municipal Cash Management, current income exempt from New York state and New York city personal income taxes. In addition, Dreyfus AMT-Free Municipal Cash Management Plus and Dreyfus AMT-Free New York Municipal Cash Management each seek income that is exempt from the federal alternative minimum tax. Dreyfus AMT-Free Tax Exempt Cash Management currently is managed so that income paid by the fund will not be subject to the federal alternative minimum tax.

Dreyfus Cash Management invests in a range of money market instruments. Dreyfus Government Securities Cash Management and Dreyfus Treasury Securities Cash Management typically invest exclusively in government and U.S. Treasury securities, respectively. Dreyfus Government Cash Management invests only in government securities, repurchase agreements collateralized solely by government securities and/or cash, and cash. The securities in which Dreyfus Government Cash Management invests include those backed by the full faith and credit of the U.S. government and those that are neither insured nor guaranteed by the U.S. government. Securities backed by the full faith and credit of the U.S. government include U.S. Treasury securities as well as securities issued by certain agencies of the U.S. government, such as the Government National Mortgage Association. Dreyfus Treasury Obligations Cash Management typically invests exclusively in U.S. Treasury securities and repurchase agreements collateralized solely by U.S Treasury securities.

Dreyfus AMT-Free Tax Exempt Cash Management normally invests substantially all of its assets in short-term, high quality municipal obligations that provide income exempt from federal income taxes. Dreyfus AMT-Free Municipal Cash Management Plus normally invests at least 80% of its net assets in short-term, high quality municipal obligations that provide income exempt from both federal income taxes and the federal alternative minimum tax. Dreyfus AMT-Free New York Municipal Cash Management normally invests at least 80% of its net assets in short-term, high quality municipal obligations that provide income exempt from federal, New York state and New York city income taxes and the federal alternative minimum tax. It is a fundamental policy of each tax exempt fund, which may be changed only with the approval of the fund's board and shareholders, that the fund normally invest at least 80% of its net assets in municipal obligations that provide income exempt from federal income tax and, with respect to Dreyfus AMT-Free New York Municipal Cash Management, from New York state and New York city personal income taxes. Each tax

exempt fund's policy with respect to investing in municipal obligations that provide income exempt from the federal alternative minimum tax may be changed by the fund's board, upon 60 days' prior notice to shareholders.

The repurchase agreements in which certain funds may invest may include tri-party repurchase agreements executed through a third party bank that provides payment administration, collateral custody and management services to the parties to the repurchase agreements.

Among other requirements, each fund is required to hold at least 30% of its assets in cash, U.S. Treasury securities, certain other government securities with remaining maturities of 60 days or less, or securities that can readily be converted into cash within five business days. In addition, each fund, other than the tax exempt funds, is required to hold at least 10% of its assets in cash, U.S. Treasury securities or securities that can readily be converted into cash within one business day. Each fund must maintain an average dollar-weighted portfolio maturity of 60 days or less and a maximum weighted average life to maturity of 120 days. Dreyfus Cash Management and the tax exempt funds are limited to investing in high quality securities that the fund's investment adviser, BNY Mellon Investment Adviser, Inc. (BNYM Investment Adviser), has determined present minimal credit risks.

Each tax exempt fund also may invest in high quality, short term structured notes, which are derivative instruments whose value is tied to underlying municipal obligations. To the extent such derivative instruments have similar economic characteristics to municipal obligations as described in the respective tax exempt fund's policy with respect to the investment of at least 80% of its net assets, the market value of such instruments will be included in the 80% policy. Each tax exempt fund also may invest temporarily in high quality, taxable money market instruments, including when the portfolio manager believes acceptable municipal obligations, or in the case of Dreyfus AMT-Free New York Municipal Cash Management, New York municipal obligations, are unavailable for investment. During such periods, the fund may not achieve its investment objective. In addition, a portion of Dreyfus AMT-Free New York Municipal Cash Management's assets may be invested in short-term, high quality municipal obligations that do not pay income that is exempt from New York state or New York city income taxes.

In response to liquidity needs or unusual market conditions, each fund may hold all or a significant portion of its total assets in cash for temporary defensive purposes. This may result in a lower current yield and prevent the fund from achieving its investment objective.

Dreyfus AMT-Free New York Municipal Cash Management is non-diversified.

Investment Risks

An investment in a fund is not a bank deposit. It is not insured or guaranteed by the FDIC or any other government agency. You could lose money by investing in the fund. The fund's yield will fluctuate as the short-term securities in its portfolio mature or are sold and the proceeds are reinvested in securities with different interest rates. Neither BNYM Investment Adviser nor its affiliates have a legal obligation to provide financial support to the fund, and you should not expect that BNYM Investment Adviser or its affiliates will provide financial support to the fund at any time.

Although each CNAV Fund seeks to preserve the value of your investment at $1.00 per share, it cannot guarantee it will do so.

Because the share price of each FNAV Fund will fluctuate, when you sell your shares they may be worth more or less than what you originally paid for them.

Each of the Retail Funds and the FNAV Funds may impose a fee upon the sale of shares (a "liquidity fee") or may temporarily suspend your ability to sell shares (a redemption "gate") if the fund's liquidity falls below required minimums because of market conditions or other factors. The Government Funds currently are not permitted to impose liquidity fees or redemption gates, and the fund's board has no intention to impose a liquidity fee or redemption gate.

The following are the principal risks that could reduce a fund's income level and/or share price:

- *Interest rate risk.* Prices of fixed-income securities tend to move inversely with changes in interest rates. Interest rate risk refers to the decline in the prices of fixed-income securities that may accompany a rise in the overall level of interest rates. A sharp and unexpected rise in interest rates could cause the fund's share price to decline or, for CNAV Funds, impair the fund's ability to maintain a stable net asset value. A low interest rate environment may prevent the fund from providing a positive yield or paying fund expenses out of fund assets and lead to a decline in the fund's share price or, for CNAV Funds, impair the fund's ability to maintain a stable net asset value.
- *Liquidity risk.* When there is little or no active trading market for specific types of securities, it can become more difficult to sell the securities in a timely manner at or near their perceived value. In such a market, the value of such securities may fall dramatically, potentially causing the fund's share price to decline or, for CNAV Funds, impairing the fund's ability to maintain a stable net asset value. To meet redemption requests, the fund may be forced to sell

securities at an unfavorable time and/or under unfavorable conditions, which may adversely affect the fund's share price or, for CNAV Funds, impair the fund's ability to maintain a stable net asset value.

Risks Applicable to Dreyfus Cash Management, Dreyfus AMT-Free Tax Exempt Cash Management, Dreyfus AMT-Free Municipal Cash Management Plus and Dreyfus AMT-Free New York Municipal Cash Management:

- *Credit risk.* Failure of an issuer of a security to make timely interest or principal payments when due, or a decline or perception of a decline in the credit quality of the security, can cause the security's price to fall, lowering the value of the fund's investment in such security. Although the fund invests only in high quality debt securities, any of the fund's holdings could have its credit rating downgraded or could default. The credit quality and prices of the securities held by the fund can change rapidly in certain market environments, and the default or a significant price decline of a single holding could have the potential to cause significant deterioration of the fund's net asset value or, for CNAV Funds, impair the fund's ability to maintain a stable net asset value.

Risks Applicable to Dreyfus Cash Management:

- *Banking industry risk.* The risks generally associated with concentrating investments in the banking industry include interest rate risk, credit risk, and regulatory developments relating to the banking industry such as extensive governmental regulation and/or nationalization that affects the scope of their activities, the prices they can charge and the amount of capital they must maintain; adverse effects on profitability due to increases in interest rates or loan losses; severe price competition; and increased inter-industry consolidation and competition.

- *Foreign investment risk.* The risks generally associated with dollar-denominated foreign investments include economic and political developments, seizure or nationalization of deposits, imposition of taxes or other restrictions on payment of principal and interest. Additional risks associated with investments in foreign issuers include less liquidity, less developed or less efficient trading markets, lack of comprehensive company information, political and economic instability and differing auditing and legal standards. Some sovereign obligors have been among the world's largest debtors to commercial banks, other governments, international financial organizations and other financial institutions. These obligors, in the past, may have experienced substantial difficulties in servicing their external debt obligations, which led to defaults on certain obligations and the restructuring of certain indebtedness.

- *Market risk.* The value of the securities in which the fund invests may be affected by political, regulatory, economic and social developments, and developments that impact specific economic sectors, industries or segments of the market. In addition, turbulence in financial markets and reduced liquidity in equity, credit and/or fixed income markets may negatively affect many issuers, which could adversely affect the fund. Global economies and financial markets are becoming increasingly interconnected, and conditions and events in one country, region or financial market may adversely impact issuers in a different country, region or financial market. These risks may be magnified if certain events or developments adversely interrupt the global supply chain; in these and other circumstances, such risks might affect companies world-wide. Recent examples include pandemic risks related to COVID-19 and aggressive measures taken world-wide in response by governments, including closing borders, restricting international and domestic travel, and the imposition of prolonged quarantines of large populations, and by businesses, including changes to operations and reducing staff. The effects of COVID-19 have contributed to increased volatility in global markets and will likely affect certain companies, industries and market sectors more dramatically than others. The COVID-19 pandemic has had, and any other outbreak of an infectious disease or other serious public health concern could have, a significant negative impact on economic and market conditions and could trigger a prolonged period of global economic slowdown. To the extent the fund may overweight its investments in certain companies, industries or market sectors, such positions will increase the fund's exposure to risk of loss from adverse developments affecting those companies, industries or sectors.

Risks Applicable to Dreyfus Government Cash Management, Dreyfus Government Securities Cash Management, Dreyfus Treasury Obligations Cash Management and Dreyfus Treasury Securities Cash Management:

- *Market risk.* The value of the securities in which the fund invests may be affected by political, regulatory, economic and social developments. Events such as war, acts of terrorism, the spread of infectious illness or other public health issue, recessions, or other events could have a significant impact on the fund and its investments. Recent examples include pandemic risks related to COVID-19 and aggressive measures taken world-wide in response by governments, including closing borders, restricting international and domestic travel, and the imposition of prolonged quarantines of large populations, and by businesses, including changes to operations and reducing staff.

Risks Applicable to Funds That May Invest in U.S. Treasury Securities:

- *U.S. Treasury securities risk.* A security backed by the U.S. Treasury or the full faith and credit of the United States is guaranteed only as to the timely payment of interest and principal when held to maturity, but the market prices for

such securities are not guaranteed and will fluctuate. In addition, such guarantees do not extend to shares of the fund itself. Because U.S. Treasury securities trade actively outside the United States, their prices may rise and fall as changes in global economic conditions affect the demand for these securities.

Risks Applicable to Funds That May Invest in U.S. Government Securities:

- *Government securities risk.* Not all obligations of the U.S. government, its agencies and instrumentalities are backed by the full faith and credit of the U.S. Treasury. Some obligations are backed only by the credit of the issuing agency or instrumentality, and in some cases there may be some risk of default by the issuer. Any guarantee by the U.S. government or its agencies or instrumentalities of a security held by the fund does not apply to the market value of such security or to shares of the fund itself. A security backed by the U.S. Treasury or the full faith and credit of the United States is guaranteed only as to the timely payment of interest and principal when held to maturity. In addition, because many types of U.S. government securities trade actively outside the United States, their prices may rise and fall as changes in global economic conditions affect the demand for these securities.

Risks Applicable to Funds That May Enter Into Repurchase Agreements:

- *Repurchase agreement counterparty risk.* The fund is subject to the risk that a counterparty in a repurchase agreement and/or, for a tri-party repurchase agreement, the third party bank providing payment administration, collateral custody and management services for the transaction, could fail to honor the terms of the agreement.

Risks Applicable to Funds That May Invest in Municipal Securities:

- *Municipal securities risk.* Municipal securities may be fully or partially backed or enhanced by the taxing authority of a local government, by the current or anticipated revenues from a specific project or specific assets, or by the credit of, or liquidity enhancement provided by, a private issuer. Special factors, such as legislative changes, and state and local economic and business developments, may adversely affect the yield and/or value of the fund's investments in municipal securities. Other factors include the general conditions of the municipal securities market, the size of the particular offering, the maturity of the obligation and the rating of the issue. The municipal securities market can be susceptible to increases in volatility and decreases in liquidity. Liquidity can decline unpredictably in response to overall economic conditions or credit tightening. Increases in volatility and decreases in liquidity may be caused by a rise in interest rates (or the expectation of a rise in interest rates). Changes in economic, business or political conditions relating to a particular municipal project, municipality, or state, territory or possession of the United States in which the fund invests may lead to a decline in the fund's share price or, for CNAV Funds, impair the fund's ability to maintain a stable net asset value. Various types of municipal securities are often related in such a way that political, economic or business developments affecting one obligation could affect other municipal securities held by the fund.

Risks Applicable to Dreyfus AMT-Free Tax Exempt Cash Management, Dreyfus AMT-Free Municipal Cash Management Plus and Dreyfus AMT-Free New York Municipal Cash Management:

- *Structured notes risk.* Structured notes, a type of derivative instrument, can be volatile, and the possibility of default by the financial institution or counterparty may be greater for these instruments than for other types of money market instruments. Structured notes typically are purchased in privately negotiated transactions from financial institutions and, thus, an active trading market for such instruments may not exist.

- *Tax risk.* To be tax-exempt, municipal obligations generally must meet certain regulatory requirements. If any such municipal obligation fails to meet these regulatory requirements, the interest received by the fund from its investment in such obligations and distributed to fund shareholders will be taxable.

- *Market risk.* The value of the securities in which the fund invests may be affected by political, regulatory, economic and social developments. Events such as war, acts of terrorism, the spread of infectious illness or other public health issue, recessions, or other events could have a significant impact on the fund and its investments. Recent examples include pandemic risks related to COVID-19 and aggressive measures taken world-wide in response by governments, including closing borders, restricting international and domestic travel, and the imposition of prolonged quarantines of large populations, and by businesses, including changes to operations and reducing staff.

Risks Applicable to Dreyfus AMT-Free New York Municipal Cash Management:

- *State-specific risk.* The fund is subject to the risk that the state's economy, and the revenues underlying its municipal obligations, may decline. Investing primarily in the municipal obligations of a single state makes the fund more sensitive to risks specific to that state and may entail more risk than investing in the municipal obligations of multiple states as a result of potentially less diversification.

- *Non-diversification risk.* The fund is non-diversified, which means that the fund may invest a relatively high percentage of its assets in a limited number of issuers. Therefore, the fund's performance may be more vulnerable to changes in

the market value of a single issuer or group of issuers and more susceptible to risks associated with a single economic, political or regulatory occurrence than a diversified fund.

Risks Applicable to the FNAV Funds:

- *Floating net asset value risk.* The fund does not maintain a stable net asset value per share. The net asset value of the fund's shares will be calculated to four decimal places and will "float," meaning the net asset value will fluctuate with changes in the values of the fund's portfolio securities. You could lose money by investing in the fund.

Risks Applicable to the FNAV Funds and the Retail Funds:

- *Liquidity fee and/or redemption gate risk.* The fund may impose a fee upon the sale of your shares (a "liquidity fee") or may temporarily suspend your ability to sell shares (a redemption "gate") if the fund's liquidity falls below required minimums because of unusual market conditions, an unusually high volume of redemption requests, redemptions by a few large investors, or other reasons. If a liquidity fee is imposed by the fund, it would reduce the amount you will receive upon the redemption of your shares. A "gate" will suspend your ability to redeem your shares while the gate is imposed and may prevent the fund from being able to pay redemption proceeds within the allowable time period stated in this prospectus. If the fund receives a liquidity fee, it is possible that it may return the fee to shareholders in the form of a distribution at a later time. When a fee or a gate is in place, the fund may elect to stop selling shares or to impose additional conditions on the purchase of shares.

Management

The fund is managed by Dreyfus Cash Investment Strategies, a division of BNY Mellon Investment Adviser, Inc., the fund's investment adviser, 240 Greenwich Street, New York, New York 10286. BNYM Investment Adviser manages approximately $276 billion in 137 mutual fund portfolios. For the fiscal year ended January 31, 2020, each of the funds paid BNYM Investment Adviser a management fee at the effective annual rate set forth in the table below. Certain funds paid BNYM Investment Adviser an effective management fee at a lower rate due to a voluntary undertaking by BNYM Investment Adviser to waive fees and/or reimburse fund expenses during the period.

Name of Fund	Effective Management Fee (as a percentage of average daily net assets)
Dreyfus Cash Management	.10
Dreyfus Government Cash Management	.15
Dreyfus Government Securities Cash Management	.20
Dreyfus Treasury Obligations Cash Management	.17
Dreyfus Treasury Securities Cash Management	.18
Dreyfus AMT-Free Tax Exempt Cash Management	.14
Dreyfus AMT-Free Municipal Cash Management Plus	.10
Dreyfus AMT-Free New York Municipal Cash Management	.20

A discussion regarding the basis for the board's approving each fund's management agreement with BNYM Investment Adviser is available in the fund's semiannual report for the six-month period ended July 31, 2019. BNYM Investment Adviser is the primary mutual fund business of The Bank of New York Mellon Corporation (BNY Mellon), a global investments company dedicated to helping its clients manage and service their financial assets throughout the investment lifecycle. Whether providing financial services for institutions, corporations or individual investors, BNY Mellon delivers informed investment management and investment services in 35 countries. BNY Mellon is a leading investment management and investment services company, uniquely focused to help clients manage and move their financial assets in the rapidly changing global marketplace. BNY Mellon has $35.2 trillion in assets under custody and administration and $1.8 trillion in assets under management. BNY Mellon is the corporate brand of The Bank of New York Mellon Corporation. BNY Mellon Investment Management is one of the world's leading investment management organizations, and one of the top U.S. wealth managers, encompassing BNY Mellon's affiliated investment management firms, wealth management services and global distribution companies. Additional information is available at www.bnymellon.com.

The asset management philosophy of BNYM Investment Adviser is based on the belief that discipline and consistency are important to investment success. For each fund, BNYM Investment Adviser seeks to establish clear guidelines for portfolio management and to be systematic in making decisions. This approach is designed to provide each fund with a distinct, stable identity.

BNY Mellon Securities Corporation (BNYMSC), a wholly-owned subsidiary of BNYM Investment Adviser, serves as distributor of the fund and of the other funds in the BNY Mellon Family of Funds. Any shareholder services fees are paid to BNYMSC for the provision of shareholder account service and maintenance. BNYM Investment Adviser or

BNYMSC may provide cash payments out of its own resources to financial intermediaries that sell shares of funds in the BNY Mellon Family of Funds or provide other services. Such payments are separate from any shareholder services fees or other expenses that may be paid by a fund to those financial intermediaries. Because those payments are not made by fund shareholders or the fund, the fund's total expense ratio will not be affected by any such payments. These payments may be made to financial intermediaries, including affiliates, that provide shareholder servicing, sub-administration, recordkeeping and/or sub-transfer agency services, marketing support and/or access to sales meetings, sales representatives and management representatives of the financial intermediary. Cash compensation also may be paid from BNYM Investment Adviser's or BNYMSC's own resources to financial intermediaries for inclusion of a fund on a sales list, including a preferred or select sales list or in other sales programs. These payments sometimes are referred to as "revenue sharing." From time to time, BNYM Investment Adviser or BNYMSC also may provide cash or non-cash compensation to financial intermediaries or their representatives in the form of occasional gifts; occasional meals, tickets or other entertainment; support for due diligence trips; educational conference sponsorships; support for recognition programs; technology or infrastructure support; and other forms of cash or non-cash compensation permissible under broker-dealer regulations. In some cases, these payments or compensation may create an incentive for a financial intermediary or its employees to recommend or sell shares of the fund to you. This potential conflict of interest may be addressed by policies, procedures or practices that are adopted by the financial intermediary. As there may be many different policies, procedures or practices adopted by different intermediaries to address the manner in which compensation is earned through the sale of investments or the provision of related services, the compensation rates and other payment arrangements that may apply to a financial intermediary and its representatives may vary by intermediary. Please contact your financial representative for details about any payments they or their firm may receive in connection with the sale of fund shares or the provision of services to the fund. Institutional shares of each fund are subject to an annual shareholder services fee of up to 0.25% of the value of the fund's average daily net assets attributable to Institutional shares to reimburse the fund's distributor for expenses related to providing personal services to shareholders, such as answering shareholder inquiries regarding the fund, and/or the maintenance of shareholder accounts.

The fund, BNYM Investment Adviser and BNYMSC have each adopted a code of ethics that permits its personnel, subject to such code, to invest in securities, including securities that may be purchased or held by the fund. Each code of ethics restricts the personal securities transactions of employees, and requires portfolio managers and other investment personnel to comply with the code's preclearance and disclosure procedures. The primary purpose of the respective codes is to ensure that personal trading by employees is done in a manner that does not disadvantage the fund or other client accounts.

Shareholder Guide

Buying and Selling Shares

Each fund is designed for institutional investors, particularly banks, acting in a fiduciary, advisory, agency, custodial or similar capacity or, for each non-Retail Fund, for themselves. Generally, each investor will be required to open a single master account with a fund for all purposes. In certain cases, a fund may request investors to maintain separate master accounts for shares held by the investor (i) for its own account, for the account of other institutions and for accounts for which the institution acts as a fiduciary, and (ii) for accounts for which the investor acts in some other capacity. An institution may arrange with a fund's transfer agent for sub-accounting services and will be charged directly for the cost of such services. Institutions purchasing Institutional shares for the benefit of their clients may impose policies, limitations and fees which are different from those described in this prospectus. The funds offer other classes of shares, which are described in separate prospectuses. Institutions purchasing fund shares on behalf of their clients determine which class is suitable for their clients.

Because each tax exempt fund seeks tax exempt income, it is not recommended for purchase in IRAs or other qualified retirement plans.

Your price for Institutional shares is the net asset value (NAV) per share.

Applicable to the Retail Funds:

Investments in the fund are limited to accounts beneficially owned by natural persons (i.e., human beings).

As a "retail" money market fund, the fund has adopted policies and procedures reasonably designed to limit all beneficial owners of the fund to natural persons. Natural persons may invest in the fund directly, jointly with other natural persons or through certain tax-advantaged savings accounts, trusts and other retirement and investment accounts, which may include, among others: participant-directed defined contribution plans; IRAs; custodial accounts; deferred compensation plans for government or tax-exempt organization employees; medical savings accounts; college savings plans; health savings account plans; ordinary trusts and estates of natural persons; or certain other retirement and investment accounts with ultimate investment authority held by the natural person beneficial owner, notwithstanding having an institutional decision maker making day to day decisions (e.g., a plan sponsor in certain retirement arrangements or an investment adviser managing discretionary investment accounts). If a shareholder account is identified as potentially not being beneficially owned by a natural person, and it cannot be established that the shareholder can be re-categorized, the shareholder will be contacted and requested to redeem its fund shares. If the shareholder is not responsive and/or does not redeem the shares as requested (typically within five business days of the request), the shares will be redeemed at the initiation of the fund. The fund and its agents will not be responsible for any loss in an investor's account or tax liability resulting from an involuntary redemption.

Financial intermediaries are required, to the extent that they hold investments in the fund, to ensure compliance of such investments with the terms and conditions for investor eligibility as set forth above. Such financial intermediaries will be expected to have policies and procedures that are reasonably designed to limit all beneficial owners of the fund on behalf of whom they place purchase orders to natural persons. The fund may involuntarily redeem shares held through intermediaries that do not assist the fund so that the fund may conclude that such shares are beneficially owned by natural persons. Financial intermediaries must promptly report to the fund the identification of any beneficial owner of shares of the fund that is not a natural person of which they are aware and promptly take steps to redeem any such shares of the fund.

Applicable to the FNAV Funds:

Each fund's NAV per share is based on the market value of the investments held by the fund and will be calculated to four decimals. BNYM Investment Adviser generally values fixed-income investments based on values supplied by an independent pricing service approved by the fund's board. The pricing service's procedures are reviewed under the general supervision of the board. If market quotations or official closing prices or valuations from a pricing service are not readily available, or are determined not to reflect accurately fair value, the fund may value those investments at fair value as determined in accordance with procedures approved by the fund's board. Fair value of investments may be

determined by the fund's board, its pricing committee or its valuation committee in good faith using such information as it deems appropriate under the circumstances.

Applicable to the CNAV Funds:

Each fund's portfolio securities are valued at amortized cost, which does not take into account unrealized gains or losses. As a result, portfolio securities are valued at their acquisition cost, adjusted over time based on the discounts or premiums reflected in their purchase price. Each fund uses this valuation method pursuant to Rule 2a-7 under the Investment Company Act of 1940, as amended, in order to be able to maintain a price of $1.00 per share.

When calculating its NAV, a fund compares the NAV using amortized cost to its NAV using available market quotations or market equivalents, which generally are provided by an independent pricing service approved by the fund's board. The pricing service's procedures are reviewed under the general supervision of the board.

How to Buy Shares

Applicable to all funds:

The fund's NAV is calculated on any day the New York Stock Exchange (NYSE) is open. In addition, the fund's NAV will be calculated on any day the NYSE is closed but the Federal Reserve Bank is open and the Securities Industry and Financial Markets Association (SIFMA) recommends that fixed income securities markets be open for the day or a portion of the day. In the event the NYSE and fixed income securities markets are closed but the Federal Reserve Bank is open, Dreyfus Cash Management may, but is not required to, calculate its NAV and accept purchase and redemption requests.

The time at which the fund's NAV is calculated, and the trading deadline for orders "in proper form" (as defined below), is reflected in the table below. The fund reserves the right to change the time at which the fund's NAV is calculated and the trading deadline to an earlier time than stated below in the case of an emergency, if regular trading on the NYSE is restricted or closes early, the fixed income securities markets or the Federal Reserve Bank close early, or as otherwise permitted by the Securities and Exchange Commission.

Name of Fund	Fund Calculation of NAV/Trading Deadline for Orders in Proper Form
Dreyfus Cash Management	3:00 p.m.
Dreyfus Government Cash Management	5:00 p.m.
Dreyfus Government Securities Cash Management	3:00 p.m.
Dreyfus Treasury Obligations Cash Management	5:00 p.m.
Dreyfus Treasury Securities Cash Management	3:00 p.m.
Dreyfus AMT-Free Tax Exempt Cash Management	12:00 p.m.
Dreyfus AMT-Free Municipal Cash Management Plus	3:00 p.m.
Dreyfus AMT-Free New York Municipal Cash Management	3:00 p.m.

All times are Eastern time.

Applicable to the FNAV Funds:

Orders in proper form received and accepted by the fund by the time of day at which a fund calculates its NAV will become effective at the NAV determined on that day and shares purchased will receive the dividend declared on that day. An order to purchase shares received by the fund will be deemed to be "in proper form" if the fund receives "federal funds" or other immediately available funds promptly thereafter. Unless other arrangements have been agreed in advance, the fund generally expects to receive the funds within two hours after the time at which the fund's NAV is next calculated after the order is received by the fund or by the close of the Federal Reserve wire transfer system (normally, 6:00 p.m., Eastern time), whichever is earlier. The fund generally does not allow financial intermediaries to serve as the fund's agent for the receipt of orders.

Applicable to the CNAV Funds:

Orders in proper form received and accepted by the fund or a financial intermediary that serves as agent for the fund by the time of day at which a fund calculates its NAV will become effective at the NAV determined on that day and shares purchased will receive the dividend declared on that day. An order to purchase shares received by the fund will be deemed to be "in proper form" if the fund receives "federal funds" or other immediately available funds promptly

thereafter. Unless other arrangements have been agreed in advance, the fund generally expects to receive the funds within two hours after the order is received by the fund or a financial intermediary that serves as agent for the fund, or by the close of the Federal Reserve wire transfer system (normally, 6:00 p.m., Eastern time), whichever is earlier. Orders submitted through a financial intermediary that does not serve as an agent for the fund are priced at the fund's NAV next calculated after the fund receives the order in proper form from the intermediary and accepts it, which may not occur on the day the order is submitted to the intermediary.

Applicable to all funds:

An order in proper form received and accepted after the time of day at which a fund determines its NAV will be priced at the NAV determined on the following business day and will begin to accrue dividends on such business day. If payment is not received within the appropriate time period, the fund reserves the right to cancel the purchase order at its discretion, and the investor would be liable for any resulting losses or expenses incurred by the fund or the fund's transfer agent, including interest charges.

By Wire. To open an account by wire, or purchase additional shares, please contact a BNY Mellon Institutional Services representative by calling 1-800-346-3621 for more information.

By Computer. You may input new account data and retrieve an account number for your records by accessing The Lion Remote System. Be sure to print a report of transactions for your records. Please contact the BNY Mellon Institutional Services by calling 1-800-346-3621 for more information about The Lion Remote System or any other compatible computerized trading system.

The minimum initial investment in Institutional shares is $10,000,000, with no minimum subsequent investment, unless: (a) the investor has invested at least $10,000,000 in the aggregate among the fund and any of the funds managed by BNYM Investment Adviser listed under "Services for Fund Investors – Fund Exchanges"; or (b) the investor has, in the opinion of BNY Mellon Institutional Services, adequate intent and availability of assets to reach a future aggregate level of investment of $10,000,000 in such funds.

How to Sell Shares

You may sell (redeem) shares at any time by telephone or compatible computer facility.

Your shares will be priced at the next determined NAV. Your order will be processed promptly. If a request for redemption is received and accepted by the time of day at which a fund determines its NAV, the proceeds of the redemption ordinarily will be transmitted by wire in federal funds on the same day, and the shares will not receive the dividend declared on that day. Under certain circumstances (i.e., during periods of stressed market conditions or in cases of very large redemption requests), however, the fund may pay a portion or all of the redemption proceeds on the next business day. If the request is received and accepted after the time of day at which a fund determines its NAV, or is transmitted through the National Securities Clearing Corporation, the shares will receive the dividend declared on that day, and the proceeds of redemption ordinarily will be transmitted by wire in federal funds on the next business day.

The processing of redemptions may be suspended, and the delivery of redemption proceeds may be delayed, depending on the circumstances, for any period: (i) during which the NYSE is closed (other than on holidays or weekends), or during which trading on the NYSE is restricted; (ii) when an emergency exists that makes the disposal of securities owned by a fund or the determination of the fair value of the fund's net assets not reasonably practicable; or (iii) as permitted by order of the Securities and Exchange Commission for the protection of fund shareholders. For these purposes, the Securities and Exchange Commission determines the conditions under which trading shall be deemed to be restricted and an emergency shall be deemed to exist.

Additionally, the FNAV and the Retail Funds may impose a fee upon the sale of your shares (a "liquidity fee") or may temporarily suspend your ability to sell shares (a redemption "gate") if the fund's liquidity falls below required minimums. See "Potential Restrictions on Fund Redemptions—Fees and Gates" below for more information.

Under normal circumstances, each fund expects to meet redemption requests by using cash it holds in its portfolio or selling portfolio securities to generate cash. In addition, pursuant to an interfund lending order granted by the Securities and Exchange Commission, each fund, except Dreyfus Treasury Securities Cash Management, Dreyfus AMT-Free Tax Exempt Cash Management and Dreyfus Municipal Cash Management Plus, and certain other money market funds in the BNY Mellon Family of Funds, may borrow money from certain money market funds in the BNY Mellon Family of Funds for temporary or emergency purposes to meet redemption requests.

Each fund also reserves the right to pay redemption proceeds in securities rather than cash (i.e., "redeem in kind"), if the amount redeemed is large enough to affect fund operations or the redemption request is during stressed market

conditions. Investors are urged to call BNY Mellon Institutional Services before effecting any large transactions. Securities distributed in connection with any such redemption in-kind are expected to generally represent the investor's pro rata portion of assets held by the fund immediately prior to the redemption, with adjustments as may be necessary in connection with, for example, restricted securities, odd lots or fractional shares. Any securities distributed in-kind will remain exposed to market risk until sold, and you may incur taxable gain when selling the securities.

By Telephone. You may redeem shares by calling a BNY Mellon Institutional Services representative at 1-800-346-3621 to provide information about your transaction. Be sure the fund has your bank account information on file. Proceeds will be wired to your bank.

By Computer. You may redeem shares by accessing The Lion Remote System, or by other electronic means approved by BNY Mellon Institutional Services, to select from multiple wire instructions. Be sure to confirm your bank account information and print a report of the transaction for your records.

Potential Restrictions on Fund Redemptions—Fees and Gates

Applicable to the FNAV and the Retail Funds:

If the fund's weekly liquid assets fall below 30% of its total assets, the fund's board, if it determines it is in the best interests of the fund, may impose liquidity fees of up to 2% of the value of the shares redeemed and/or redemption gates beginning as early as the same day. In addition, if the fund's weekly liquid assets fall below 10% of its total assets at the end of any business day, the fund must impose a 1% liquidity fee on shareholder redemptions, beginning on the next business day, unless the fund's board, including a majority of the board members who are not "interested persons" of the fund, determines that a lower or higher fee (not to exceed 2%), or no fee, is in the best interests of the fund. "Weekly liquid assets" include cash, government securities and securities readily convertible into cash within five business days. It is anticipated that the need to impose liquidity fees and redemption gates would occur very rarely, if at all, during times of extraordinary market stress.

Shareholders and financial intermediaries generally will be notified before a liquidity fee is imposed on the fund (although the fund's board, in its discretion, may elect otherwise). A liquidity fee would be imposed on all redemption requests (including redemptions by exchange into another fund) processed at the first NAV calculation following the announcement that the fund would impose a liquidity fee, which may be the same day. Liquidity fees generally would operate to reduce the amount an investor receives upon redemption of fund shares, including upon an exchange of fund shares for shares of another fund, although under certain arrangements through which an intermediary remits the liquidity fee to the fund and charges an investor directly the fund will pay gross redemption proceeds to the intermediary. Liquidity fee proceeds would generally be retained by the fund and may be used to assist a Retail Fund to restore its $1.00 share price or an FNAV Fund to restore its market-based NAV per share. If the fund receives a liquidity fee, it is possible that it may return the fee to shareholders in the form of a distribution at a later time.

Shareholders and financial intermediaries will not be notified prior to the imposition of a redemption gate; however, financial intermediaries may be notified after the last NAV is calculated on the day the fund's board has made a decision to impose a redemption gate. Redemption requests (including redemptions by exchange into another fund) submitted while a redemption gate is imposed will be cancelled without further notice. If shareholders still wish to redeem their shares after a redemption gate has been lifted, they will need to submit a new redemption request at that time.

When a liquidity fee or a redemption gate is in place, the fund may elect to stop selling shares or to impose additional conditions on the purchase of shares.

The fund's board may, in its discretion, terminate a liquidity fee or redemption gate at any time if it believes such action to be in the best interest of the fund. In addition, a liquidity fee or redemption gate will automatically terminate at the beginning of the next business day once the fund's weekly liquid assets reach at least 30% of its total assets. Redemption gates may only last up to 10 business days in any 90-day period.

The imposition and termination of a liquidity fee or redemption gate would be announced on the fund's website (www.dreyfus.com). In addition, the fund will communicate such action through a disclosure supplement to this prospectus and may further communicate such action by other means.

The fund's board also may determine to permanently suspend redemptions and liquidate the fund if the fund, at the end of a business day, has less than 10% of its total assets invested in weekly liquid assets and the fund's board determines that it would not be in the best interests of the fund to continue operating. In the event that the board approves liquidation of the fund, BNYM Investment Adviser will commence the orderly liquidation of the fund's portfolio securities, following which the fund's net assets will be distributed to shareholders pursuant to a plan of liquidation adopted by the board.

General Policies

Each fund and the funds' transfer agent are authorized to act on telephone or online instructions from any person representing himself or herself to be you and reasonably believed by the fund or the transfer agent to be genuine. You may be responsible for any fraudulent telephone or online order as long as the fund or the funds' transfer agent (as applicable) takes reasonable measures to confirm that the instructions are genuine.

Money market funds generally are used by investors for short-term investments, often in place of bank checking or savings accounts, or for cash management purposes. Investors value the ability to add and withdraw their funds quickly, without restriction. For this reason, although BNYM Investment Adviser discourages excessive trading and other abusive trading practices, the funds have not adopted policies and procedures, or imposed redemption fees or other restrictions such as minimum holding periods, to deter frequent purchases and redemptions of fund shares. BNYM Investment Adviser also believes that money market funds, such as the funds, are not typically targets of abusive trading practices. However, frequent purchases and redemptions of a fund's shares could increase the fund's transaction costs, such as market spreads and custodial fees, and may interfere with the efficient management of a fund's portfolio, which could detract from the fund's performance. Each fund reserves the right to reject any purchase or exchange request in whole or in part. Funds in the BNY Mellon Family of Funds that are not money market mutual funds have approved policies and procedures that are intended to discourage and prevent abusive trading practices in those mutual funds, which may apply to exchanges from or into a fund. If you plan to exchange your fund shares for shares of another fund in the BNY Mellon Family of Funds, please read the prospectus of that other fund for more information.

Each fund also reserves the right to:

- change or discontinue fund exchanges, or temporarily suspend exchanges during unusual market conditions
- change its minimum investment amount

Each fund also may process purchase and sale orders and calculate its NAV on days that the fund's primary trading markets are open and the fund's management determines to do so.

BNYM Investment Adviser generally will seek to place, over time, a majority of the aggregate dollar value of purchases and sales orders for Dreyfus Government Securities Cash Management's portfolio securities with dealers that are owned by minorities, women, disabled persons, veterans and members of other qualified and recognized diversity and inclusion groups, subject to BNYM Investment Adviser's duty to seek the best execution for the fund's orders.

Escheatment

If your account is deemed "abandoned" or "unclaimed" under state law, the fund may be required to "escheat" or transfer the assets in your account to the applicable state's unclaimed property administration. The state may sell escheated shares and, if you subsequently seek to reclaim your proceeds of liquidation from the state, you may only be able to recover the amount received when the shares were sold. It is your responsibility to ensure that you maintain a correct address for your account, keep your account active by contacting the fund's transfer agent or distributor by mail or telephone or accessing your account through the fund's website at least once a year, and promptly cash all checks for dividends, capital gains and redemptions. The fund, the fund's transfer agent and BNYM Investment Adviser and its affiliates will not be liable to shareholders or their representatives for good faith compliance with state escheatment laws.

Distributions and Taxes

Each fund earns dividends, interest and other income from its investments, and distributes this income (less expenses) to shareholders as dividends. Each fund also realizes capital gains from its investments, and distributes these gains (less any losses) to shareholders as capital gain distributions. Each fund ordinarily declares dividends from its net investment income on each day its NAV is calculated and normally pays dividends monthly and capital gain distributions, if any, annually. Fund dividends and capital gain distributions will be reinvested in the fund unless you instruct the fund otherwise. There are no fees or sales charges imposed by the fund on reinvestments.

The taxable money market funds' distributions are taxable as ordinary income or capital gains (unless you are investing through a U.S. tax-advantaged investment plan, in which case taxes may be deferred).

Each tax-exempt fund anticipates that dividends paid by the fund generally will be exempt from federal income tax. However, the fund may realize and distribute taxable income and capital gains from time to time as a result of the fund's normal investment activities. With respect to Dreyfus AMT-Free New York Municipal Cash Management, for New York state and city income tax purposes distributions derived from interest on municipal securities of New York issuers and from interest on qualifying securities issued by U.S. territories and possessions are generally exempt from tax. Distributions that are federally taxable as ordinary income or capital gains are generally subject to the respective state's income tax.

The tax status of any distribution generally is the same regardless of how long you have been in the fund and whether you reinvest your distributions or take them in cash.

The tax status of your distributions will be detailed in your annual tax statement from the fund. Because everyone's tax situation is unique, please consult your tax adviser before investing.

Applicable to each FNAV and Retail Fund:

Because the share price of a FNAV Fund fluctuates, and because liquidity fees may be imposed on redemptions of a FNAV Fund or Retail Fund, including taxable exchanges into other funds, you may realize a gain or loss for tax purposes upon the redemption or exchange of fund shares. Generally, a shareholder of a money market fund, rather than realizing gain or loss upon each redemption or exchange of fund shares, may use a simplified method of accounting to annually recognize gain or loss (generally treated as short-term capital gain or loss) based on the changes in the aggregate value of the shareholder's shares in the fund during the computation period or periods (selected by the shareholder) comprising the shareholder's taxable year. Under prescribed rules, the change in value in the shareholder's fund shares for each computation period is adjusted appropriately to reflect any acquisitions and redemptions of fund shares by the shareholder during that computation period.

If a liquidity fee is imposed by the fund, it generally would reduce the amount fund shareholders would receive upon the redemption of their shares, and would generally decrease the amount of any capital gain or increase the amount of any capital loss shareholders would recognize with respect to such redemptions. There is some degree of uncertainty with respect to the tax treatment of liquidity fees received by the fund, and such tax treatment may be the subject of future guidance issued by the Internal Revenue Service. If the fund receives liquidity fees, it will consider the appropriate tax treatment of such fees to the fund at such time.

Services for Fund Investors

Fund Exchanges

An investor may purchase, in exchange for shares of any fund, provided the investor meets the eligibility requirements for investing in the new share class, any class of shares of: (i) any Dreyfus Institutional Liquidity Fund, which currently includes only Dreyfus Treasury and Agency Liquidity Money Market Fund; (ii) any Dreyfus Cash Management fund, which currently includes Dreyfus Cash Management, Dreyfus Government Cash Management, Dreyfus Government Securities Cash Management, Dreyfus AMT-Free Municipal Cash Management Plus, Dreyfus AMT-Free New York Municipal Cash Management, Dreyfus AMT-Free Tax Exempt Cash Management, Dreyfus Treasury Obligations Cash Management and Dreyfus Treasury Securities Cash Management (the Cash Management Funds); (iii) any Dreyfus Cash Advantage fund, which currently includes Dreyfus Institutional Treasury Obligations Cash Advantage Fund and Dreyfus Institutional Treasury Securities Cash Advantage Fund (the Cash Advantage Funds); (iv) any Dreyfus Institutional Preferred fund, which currently includes Dreyfus Institutional Preferred Government Money Market Fund, Dreyfus Institutional Preferred Money Market Fund and Dreyfus Institutional Preferred Treasury Securities Money Market Fund (the Institutional Preferred Funds); or (v) BNY Mellon Ultra Short Income Fund. For purposes of the exchange privilege, the investor will be deemed to have met the required minimum initial investment if the investor holds, in the aggregate, the required minimum amount in one or more of the Institutional Liquidity Funds, Cash Management Funds, Cash Advantage Funds or Institutional Preferred Funds. Your exchange request will be processed on the same business day it is received in proper form, provided that each fund is open at the time of the request (i.e., the request is received by the latest time each fund calculates its NAV for that business day). If the exchange is accepted at a time of day after one or both of the funds is closed (i.e., at a time after the NAV for the fund has been calculated for that business day), the exchange will be processed on the next business day. An investor should be sure to read the current prospectus for any fund into which the investor is exchanging before investing. Any new account established through an exchange will have the same privileges as the original account (as long as they are available). There is currently no fee for exchanges.

Conversion Feature

Shares of one class of a fund may be converted into shares of another class of the fund, provided the investor meets the eligibility requirements for investing in the new share class. The funds reserve the right to refuse any conversion request.

Auto-Exchange Privilege

Auto-Exchange privilege enables an investor to invest regularly (on a monthly, semi-monthly, quarterly or annual basis), in exchange for shares of a fund, shares of any of the funds managed by BNYM Investment Adviser listed under "Services for Fund Investors – Fund Exchanges", or in shares of certain funds in the BNY Mellon Family of Funds, if the investor is a shareholder in such fund. There is currently no fee for this privilege.

Account Statements

Every investor in a fund in the BNY Mellon Family of Funds automatically receives regular account statements. Each investor will also be sent a yearly statement detailing the tax characteristics of any dividends and distributions the investor has received.

Financial Highlights

These financial highlights describe the performance of the fund's Institutional shares for the fiscal periods indicated. "Total return" shows how much your investment in the fund would have increased (or decreased) during each period, assuming you had reinvested all dividends and distributions. These financial highlights have been derived from the fund's financial statements, which have been audited by Ernst & Young LLP, an independent registered public accounting firm, whose report, along with the fund's financial statements, is included in the annual report, which is available upon request.

Dreyfus Cash Management	***Year Ended January 31,***				
Institutional Shares	**2020**	**2019**	**2018**	**2017[a]**	**2016**
Per Share Data ($):					
Net asset value, beginning of period	1.0002	.9999	1.0002	1.00	1.00
Investment Operations:					
Investment income-net	.0229[b]	.0216[b]	.0114[b]	.0036[b]	.001
Net realized and unrealized gain (loss) on investments	(.0005)[c]	(.0003)	(.0003)	.0002	-
Distributions:					
Dividends from investment income-net	(.0221)	(.0210)	(.0114)	(.0036)	(.001)
Net asset value, end of period	1.0005	1.0002	.9999	1.0002	1.00
Total Return (%)	2.27	2.15	1.11	.38	.07
Ratios/Supplemental Data (%):					
Ratio of total expenses to average net assets	.21	.21	.25	.22	.21
Ratio of net expenses to average net assets	.11	.09	.12	.22	.20
Ratio of net investment income to average net assets	2.22	2.13	1.20	.31	.07
Net Assets, end of period ($ x 1,000)	10,233,582	9,526,673	6,884,805	2,925,514	20,312,768

[a] Effective October 10, 2016, the fund adopted the SEC's money market fund amendments and began calculating its net asset value to four decimals.

[b] Based on average shares outstanding.

[c] In addition to net realized and unrealized losses on investments, this amount includes an increase in net asset value per share resulting from the timing of issuances and redemptions of shares in relation to fluctuating market values for the fund's investments.

Dreyfus Government Cash Management	***Year Ended January 31,***				
Institutional Shares	**2020**	**2019**	**2018**	**2017**	**2016**
Per Share Data ($):					
Net asset value, beginning of period	1.00	1.00	1.00	1.00	1.00
Investment Operations:					
Investment income-net	.020	.018	.009	.003	.000[a]
Distributions:					
Dividends from investment income-net	(.020)	(.018)	(.009)	(.003)	(.000)[a]
Net asset value, end of period	1.00	1.00	1.00	1.00	1.00
Total Return (%)	2.02	1.82	.85	.27	.03
Ratios/Supplemental Data (%):					
Ratio of total expenses to average net assets	.21	.21	.21	.22	.21
Ratio of net expenses to average net assets	.16	.17	.16	.15	.12
Ratio of net investment income to average net assets	2.00	1.79	.87	.30	.03
Net Assets, end of period ($ x 1,000)	52,217,126	51,959,429	61,917,499	49,219,152	16,493,855

[a] Amount represents less than $.001 per share.

Financial Highlights (cont'd)

Dreyfus Government Securities Cash Management	*Year Ended January 31,*				
Institutional Shares	**2020**	**2019**	**2018**	**2017**	**2016**
Per Share Data ($):					
Net asset value, beginning of period	1.00	1.00	1.00	1.00	1.00
Investment Operations:					
Investment income-net	.019	.018	.008	.002	.000[a]
Distributions:					
Dividends from investment income-net	(.019)	(.018)	(.008)	(.002)	(.000)[a]
Net asset value, end of period	1.00	1.00	1.00	1.00	1.00
Total Return (%)	1.94	1.78	.80	.22	.01
Ratios/Supplemental Data (%):					
Ratio of total expenses to average net assets	.22	.22	.22	.22	.22
Ratio of net expenses to average net assets	.22	.21	.19	.18	.10
Ratio of net investment income to average net assets	1.96	1.76	.79	.22	.01
Net Assets, end of period ($ x 1,000)	3,245,834	4,142,111	3,764,742	3,766,664	2,282,377

[a] *Amount represents less than $.001 per share.*

Dreyfus Treasury Obligations Cash Management	*Year Ended January 31,*				
Institutional Shares	**2020**	**2019**	**2018**	**2017**	**2016**
Per Share Data ($):					
Net asset value, beginning of period	1.00	1.00	1.00	1.00	1.00
Investment Operations:					
Investment income-net	.020	.018	.008	.002	.000[a]
Distributions:					
Dividends from investment income-net	(.020)	(.018)	(.008)	(.002)	(.000)[a]
Net asset value, end of period	1.00	1.00	1.00	1.00	1.00
Total Return (%)	1.99	1.82	.82	.22	.02
Ratios/Supplemental Data (%):					
Ratio of total expenses to average net assets	.21	.21	.21	.21	.21
Ratio of net expenses to average net assets	.18	.18	.20	.18	.10
Ratio of net investment income to average net assets	1.97	1.83	.83	.23	.02
Net Assets, end of period ($ x 1,000)	14,900,109	15,314,155	17,116,541	16,853,981	16,300,313

[a] *Amount represents less than $.001 per share.*

Financial Highlights (cont'd)

Dreyfus Treasury Securities Cash Management	*Year Ended January 31,*				
Institutional Shares	**2020**	**2019**	**2018**	**2017**	**2016**
Per Share Data ($):					
Net asset value, beginning of period	1.00	1.00	1.00	1.00	1.00
Investment Operations:					
Investment income-net	.019	.018	.008	.002	.000[a]
Distributions:					
Dividends from investment income-net	(.019)	(.018)	(.008)	(.002)	(.000)[a]
Net asset value, end of period	1.00	1.00	1.00	1.00	1.00
Total Return (%)	1.96	1.78	.79	.19	.01
Ratios/Supplemental Data (%):					
Ratio of total expenses to average net assets	.21	.21	.21	.21	.21
Ratio of net expenses to average net assets	.19	.20	.18	.18	.06
Ratio of net investment income to average net assets	1.93	1.75	.77	.19	.01
Net Assets, end of period ($ x 1,000)	24,169,621	23,505,647	27,366,026	27,660,470	30,851,896

[a] *Amount represents less than $.001 per share.*

Dreyfus AMT-Free Tax Exempt Cash Management	*Year Ended January 31,*				
Institutional Shares	**2020**	**2019**	**2018**	**2017[a]**	**2016**
Per Share Data ($):					
Net asset value, beginning of period	1.0000	1.0000	1.0000	1.00	1.00
Investment Operations:					
Investment income-net	.0133[b]	.0122[b]	.0066[b]	.0026[b]	.000[c]
Net realized and unrealized gain (loss) on investments	(.0005)[d]	.0003	.0000[c]	.0000[c]	-
Distributions:					
Dividends from investment income-net	(.0127)	(.0125)	(.0066)	(.0026)	(.000)[c]
Net asset value, end of period	1.0001	1.0000	1.0000	1.0000	1.00
Total Return (%)	1.29	1.25	.66	.26	.01
Ratios/Supplemental Data (%):					
Ratio of total expenses to average net assets	.26	.27	.26	.24	.23
Ratio of net expenses to average net assets	.20	.21	.26	.21	.08
Ratio of net investment income to average net assets	1.28	1.23	.65	.21	.00[f]
Net Assets, end of period ($ x 1,000)	496,302	621,665	607,839	603,783	1,555,860

[a] *Effective October 10, 2016, the fund adopted the SEC's money market fund amendment and began calculating its net asset value to four decimals.*

[b] *Based on average shares outstanding.*

[c] *Amount represents less than $.0001 per share.*

[d] *In addition to net realized and unrealized losses on investments, this amount includes an increase in net asset value per share resulting from the timing of issuances and redemptions of shares in relation to fluctuating market values for the fund's investments.*

[e] *Amount represents less than $.001 per share.*

[f] *Amount represents less than .01%.*

Financial Highlights (cont'd)

Dreyfus AMT-Free Municipal Cash Management Plus	*Year Ended January 31,*				
Institutional Shares	**2020**	**2019**	**2018**	**2017**	**2016**
Per Share Data ($):					
Net asset value, beginning of period	1.00	1.00	1.00	1.00	1.00
Investment Operations:					
Investment income-net	.010	.011	.007	.006	.000[a]
Distributions:					
Dividends from investment income-net	(.010)	(.011)	(.007)	(.001)	(.000)[a]
Tax return of capital	-	-	-	(.005)	-
Total distributions	(.010)	(.011)	(.007)	(.006)	(.000)[a]
Net asset value, end of period	1.00	1.00	1.00	1.00	1.00
Total Return (%)	1.04	1.13	.67	.58	.01
Ratios/Supplemental Data (%):					
Ratio of total expenses to average net assets	.58	.45	.44	.41	.30
Ratio of net expenses to average net assets	.44	.30	.32	.28	.10
Ratio of net investment income to average net assets	1.05	1.16	.75	.04	.00[b]
Net Assets, end of period ($ x 1,000)	6,900	8,949	11,018	3,145	107,204

[a] *Amount represents less than $.001 per share.*

[b] *Amount represents less than .01%.*

Dreyfus AMT-Free New York Municipal Cash Management	*Year Ended January 31,*				
Institutional Shares	**2020**	**2019**	**2018**	**2017**	**2016**
Per Share Data ($):					
Net asset value, beginning of period	1.00	1.00	1.00	1.00	1.00
Investment Operations:					
Investment income-net	.011	.012	.006	.002	.000[a]
Distributions:					
Dividends from investment income-net	(.011)	(.012)	(.006)	(.002)	(.000)[a]
Dividends from net realized gain on investments	(.000)[a]	-	-	-	-
Net asset value, end of period	1.00	1.00	1.00	1.00	1.00
Total Return (%)	1.17	1.17	.60	.21	.00[b]
Ratios/Supplemental Data (%):					
Ratio of total expenses to average net assets	.35	.33	.34	.29	.28
Ratio of net expenses to average net assets	.34	.33	.34	.25	.10
Ratio of net investment income to average net assets	1.15	1.16	.61	.16	.00[b]
Net Assets, end of period ($ x 1,000)	91,375	99,314	92,193	85,203	184,514

[a] *Amount represents less than $.001 per share.*

[b] *Amount represents less than .01%.*

For More Information

More information on each fund is available free upon request, including the following:

Annual/Semiannual Report

The funds' annual and semiannual reports describe the funds' performance, list portfolio holdings and contain a letter from the funds' manager discussing recent market conditions, economic trends and fund strategies that significantly affected the funds' performance during the period covered by the report. The funds' most recent annual and semiannual reports are available at www.dreyfus.com.

Statement of Additional Information (SAI)

The SAI provides more details about each fund and its policies. A current SAI is available at www.dreyfus.com and is on file with the Securities and Exchange Commission (SEC) and is filed as part of the fund's registration statement, which can be accessed here. The SAI, as amended or supplemented from time to time, is incorporated by reference (and is legally considered part of this prospectus).

Portfolio Holdings

Funds in the BNY Mellon Family of Funds (except Dreyfus money market funds) generally disclose, at www.bnymellonim.com/us, (1) complete portfolio holdings as of each month-end with a one month lag and as of each calendar quarter end with a 15-day lag; (2) top 10 holdings as of each month-end with a 10-day lag; and (3) from time to time, certain security-specific performance attribution data as of a month-end, with a 10-day lag. From time to time a fund may make available certain portfolio characteristics, such as allocations, performance- and risk-related statistics, portfolio-level statistics and non-security specific attribution analyses, on request. For funds in the BNY Mellon Family of Funds (except Dreyfus money market funds), portfolio holdings will remain on the website for a period of six months and any security-specific performance attribution data will remain on the website for varying periods up to six months, provided that portfolio holdings will remain until the fund files its Form N-PORT or Form N-CSR for the period that includes the dates of the posted holdings. Dreyfus money market funds generally disclose, at www.dreyfus.com, their complete schedule of holdings daily. Each Dreyfus money market fund's daily posting of its complete portfolio holdings will remain available on the website for five months.

A complete description of the funds' policies and procedures with respect to the disclosure of a fund's portfolio securities is available in the fund's SAI and at www.dreyfus.com.

To Obtain Information

By telephone. Call your BNY Mellon Institutional Services representative or 1-800-346-3621

By mail. BNY Mellon Institutional Services, 144 Glenn Curtiss Boulevard, Uniondale, NY 11556-0144

By E-mail. Send your request to info@bnymellon.com

On the Internet. Certain fund documents can be viewed online or downloaded from:
SEC: www.sec.gov
Dreyfus money market funds: www.dreyfus.com

This prospectus does not constitute an offer or solicitation in any state or jurisdiction in which, or to any person to whom, such offering or solicitation may not lawfully be made.

Dreyfus Cash Management
SEC file number: 811-04175

Dreyfus Government Cash Management
Dreyfus Government Securities Cash Management
Each a series of Dreyfus Government Cash Management Funds
SEC file number: 811-03964

Dreyfus Treasury Obligations Cash Management
SEC file number: 811-04723

Dreyfus Treasury Securities Cash Management
SEC file number: 811-05718

Dreyfus AMT-Free Tax Exempt Cash Management
SEC file number: 811-03954

Dreyfus AMT-Free Municipal Cash Management Plus
SEC file number: 811-06172

Dreyfus AMT-Free New York Municipal Cash Management
SEC file number: 811-06395

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CMGT – P0620IST

Supplement to the Fidelity® Investments Money Market Funds Institutional Class May 30, 2020 Prospectus

On June 18, 2020, the Board of Trustees approved a plan of liquidation for Fidelity Investments Money Market: Prime Money Market Portfolio and Fidelity Investments Money Market: Prime Reserves Portfolio (the funds). Following Board approval, the funds' assets will be managed to provide for sufficient liquidity to meet redemptions prior to liquidation. The funds are expected to liquidate on or about August 14, 2020.

Effective after the close of business on August 12, 2020, new positions in the funds may no longer be opened. Existing shareholders may continue to hold their shares and purchase additional shares through the reinvestment of dividend and capital gain distributions until the funds' liquidations.

Fidelity® Investments Money Market Funds

Government Portfolio
Class/Ticker
Institutional/FRGXX

Money Market Portfolio
Class/Ticker
Institutional/FNSXX

Prime Money Market Portfolio
Class/Ticker
Institutional/FIPXX

Prime Reserves Portfolio
Class/Ticker
Institutional/FHPXX

Treasury Only Portfolio
Class/Ticker
Institutional/FRSXX

Treasury Portfolio
Class/Ticker
Institutional/FRBXX

Prospectus

May 30, 2020

Beginning on January 1, 2021, as permitted by regulations adopted by the Securities and Exchange Commission, paper copies of a fund's shareholder reports will no longer be sent by mail, unless you specifically request paper copies of the reports from the fund or from your financial intermediary, such as a financial advisor, broker-dealer or bank. Instead, the reports will be made available on a website, and you will be notified by mail each time a report is posted and provided with a website link to access the report.

If you already elected to receive shareholder reports electronically, you will not be affected by this change and you need not take any action. You may elect to receive shareholder reports and other communications from a fund electronically, by contacting your financial intermediary. For Fidelity customers, visit Fidelity's web site or call Fidelity using the contact information listed below.

You may elect to receive all future reports in paper free of charge. If you wish to continue receiving paper copies of your shareholder reports, you may contact your financial intermediary or, if you are a Fidelity customer, visit Fidelity's website, or call Fidelity at the applicable toll-free number listed below. Your election to receive reports in paper will apply to all funds held with the fund complex/your financial intermediary.

Account Type	Website	Phone Number
Brokerage, Mutual Fund, or Annuity Contracts:	fidelity.com/mailpreferences	1-800-343-3548
Employer Provided Retirement Accounts:	netbenefits.fidelity.com/preferences (choose 'no' under Required Disclosures to continue to print)	1-800-343-0860
Advisor Sold Accounts Serviced Through Your Financial Intermediary:	Contact Your Financial Intermediary	Your Financial Intermediary's phone number
Advisor Sold Accounts Serviced by Fidelity:	institutional.fidelity.com	1-877-208-0098

Like securities of all mutual funds, these securities have not been approved or disapproved by the Securities and Exchange Commission, and the Securities and Exchange Commission has not determined if this prospectus is accurate or complete. Any representation to the contrary is a criminal offense.



245 Summer Street, Boston, MA 02210

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Fund Summary

Fund/**Class:**
Government Portfolio/**Institutional**

Investment Objective

The fund seeks to obtain as high a level of current income as is consistent with the preservation of principal and liquidity within the limitations prescribed for the fund.

Fee Table

The following table describes the fees and expenses that may be incurred when you buy and hold shares of the fund.

Shareholder fees
(fees paid directly from your investment)

	None

Annual Operating Expenses
(expenses that you pay each year as a % of the value of your investment)

Management fee	0.14%
Distribution and/or Service (12b-1) fees	None
Other expenses	0.04%
Total annual operating expenses	0.18%
Fee waiver and/or expense reimbursement[a]	0.04%
Total annual operating expenses after fee waiver and/or expense reimbursement[b]	0.14%

[a] Fidelity Management & Research Company LLC (FMR) has contractually agreed to reimburse Institutional Class of the fund to the extent that total operating expenses (excluding interest, certain taxes, fees and expenses of the Independent Trustees, proxy and shareholder meeting expenses, extraordinary expenses, and acquired fund fees and expenses, if any, as well as non-operating expenses such as brokerage commissions and fees and expenses associated with the fund's securities lending program, if applicable), as a percentage of its average net assets, exceed 0.14% (the Expense Cap). If at any time during the current fiscal year expenses for Institutional Class of the fund fall below the Expense Cap, FMR reserves the right to recoup through the end of the fiscal year any expenses that were reimbursed during the current fiscal year up to, but not in excess of, the Expense Cap. This arrangement will remain in effect through July 31, 2021. FMR may not terminate this arrangement before the expiration date without the approval of the Board of Trustees and may extend it in its discretion after that date.

[b] In order to avoid a negative yield, FMR may reimburse expenses or waive fees of Institutional Class of the fund. Any such waivers or expense reimbursement would be voluntary and could be discontinued at any time. There is no guarantee that Institutional Class or the fund will be able to avoid a negative yield.

This **example** helps compare the cost of investing in the fund with the cost of investing in other funds.

Let's say, hypothetically, that the annual return for shares of the fund is 5% and that your shareholder fees and the annual operating expenses for shares of the fund are exactly as described in the fee table. This example illustrates the effect of fees and expenses, but is not meant to suggest actual or expected fees and expenses or returns, all of which may vary. For every $10,000 you invested, here's how much you would pay in total expenses if you sell all of your shares at the end of each time period indicated:

1 year	$ 14
3 years	$ 53
5 years	$ 96
10 years	$ 225

Principal Investment Strategies

- Normally investing at least 99.5% of total assets in cash, U.S. Government securities and/or repurchase agreements that are collateralized fully (i.e., collateralized by cash or government securities).
- Investing in U.S. Government securities issued by entities that are chartered or sponsored by Congress but whose securities are neither issued nor guaranteed by the U.S. Treasury.
- Investing in compliance with industry-standard regulatory requirements for money market funds for the quality, maturity, liquidity, and diversification of investments.

In addition, the fund normally invests at least 80% of its assets in U.S. Government securities and repurchase agreements for those securities.

Principal Investment Risks

- *Interest Rate Changes.* Interest rate increases can cause the price of a money market security to decrease.
- *Issuer-Specific Changes.* A decline in the credit quality of an issuer or a provider of credit support or a maturity-shortening structure for a security can cause the price of a money market security to decrease.

You could lose money by investing in the fund. Although the fund seeks to preserve the value of your investment at $1.00 per share, it cannot guarantee it will do so. An investment in the fund is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Fidelity Investments and its affiliates, the fund's sponsor, have no legal obligation to provide financial support to the fund, and you should not expect that the sponsor will provide financial support to the fund at any time.

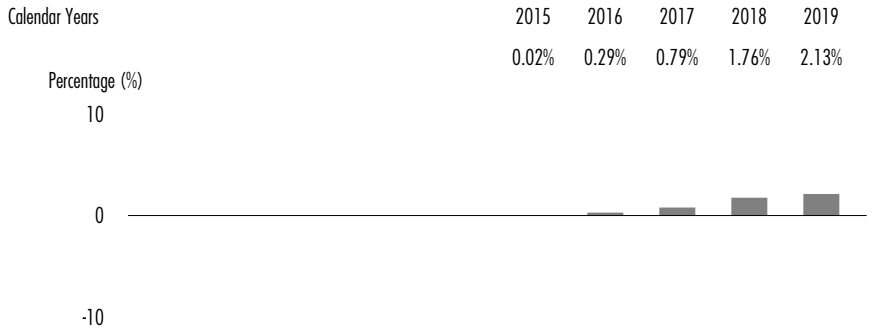
The fund will not impose a fee upon the sale of your shares, nor temporarily suspend your ability to sell shares if the fund's weekly liquid assets fall below 30% of its total assets because of market conditions or other factors.

Performance

The following information is intended to help you understand the risks of investing in the fund. The information illustrates the changes in the performance of the fund's shares from year to year. Past performance is not an indication of future performance.

Visit www.fidelity.com or institutional.fidelity.com for more recent performance information.

Year-by-Year Returns



During the periods shown in the chart:	*Returns*	*Quarter ended*
Highest Quarter Return	*0.58%*	*June 30, 2019*
Lowest Quarter Return	*0.00%*	*March 31, 2015*
Year-to-Date Return	*0.32%*	*March 31, 2020*

Average Annual Returns

For the periods ended December 31, 2019	Past 1 year	Past 5 years	Life of class[a]
Institutional Class	2.13%	0.99%	0.88%

[a] From May 14, 2014

Investment Adviser

Fidelity Management & Research Company LLC (FMR) (the Adviser) is the fund's manager. Other investment advisers serve as sub-advisers for the fund.

Purchase and Sale of Shares

You may buy or sell shares through a retirement account or through an investment professional. You may buy or sell shares in various ways:

Internet
www.fidelity.com or institutional.fidelity.com

Phone
To reach a Fidelity representative 1-877-297-2952

Mail

Fidelity Investments	**Overnight Express:**
P.O. Box 770002	**Fidelity Investments**
Cincinnati, OH	**100 Crosby Parkway**
45277-0081	**Covington, KY 41015**

The price to buy one share is its net asset value per share (NAV). Shares will be bought at the NAV next calculated after an order is received in proper form.

The price to sell one share is its NAV. Shares will be sold at the NAV next calculated after an order is received in proper form.

The fund is open for business each day the New York Stock Exchange (NYSE) is open. Even if the NYSE is closed, the fund will be open for business on those days on which the Federal Reserve Bank of New York (New York Fed) is open, the primary trading markets for the fund's portfolio instruments are open, and the fund's management believes there is an adequate market to meet purchase and redemption requests.

Fidelity normally calculates NAV each business day as of 4:00 p.m. Eastern time and, when the New York Fed and principal bond markets are open, as of 5:00 p.m. Eastern time. The fund's assets normally are valued as of these times for the purpose of computing NAV.

Institutional Class has a minimum initial investment of $10 million, which may be waived if your aggregate balance in the Fidelity® Investments Money Market Funds is greater than $25 million. The fund may waive or lower purchase minimums in other circumstances.

Tax Information

Distributions you receive from the fund are subject to federal income tax and generally will be taxed as ordinary income or capital gains, and may also be subject to state or local taxes, unless you are investing through a tax-advantaged retirement account (in which case you may be taxed later, upon withdrawal of your investment from such account).

Payments to Broker-Dealers and Other Financial Intermediaries

The fund, the Adviser, Fidelity Distributors Company LLC (FDC), and/or their affiliates may pay intermediaries, which may include banks, broker-dealers, retirement plan sponsors, administrators, or service-providers (who may be affiliated with the Adviser or FDC), for the sale of fund shares and related services. These payments may create a conflict of interest by influencing your intermediary and your investment professional to recommend the fund over another investment. Ask your investment professional

or visit your intermediary's web site for more information.

Fund Summary

Fund/**Class:**
Money Market Portfolio/**Institutional**

Investment Objective

The fund seeks to obtain as high a level of current income as is consistent with the preservation of principal and liquidity within the limitations prescribed for the fund.

Fee Table

The following table describes the fees and expenses that may be incurred when you buy and hold shares of the fund.

Shareholder fees
(fees paid directly from your investment)

	None

Annual Operating Expenses
(expenses that you pay each year as a % of the value of your investment)

Management fee	0.14%
Distribution and/or Service (12b-1) fees	None
Other expenses	0.04%
Total annual operating expenses	0.18%
Fee waiver and/or expense reimbursement[a]	0.04%
Total annual operating expenses after fee waiver and/or expense reimbursement[b]	0.14%

[a] Fidelity Management & Research Company LLC (FMR) has contractually agreed to reimburse Institutional Class of the fund to the extent that total operating expenses (excluding interest, certain taxes, fees and expenses of the Independent Trustees, proxy and shareholder meeting expenses, extraordinary expenses, and acquired fund fees and expenses, if any, as well as non-operating expenses such as brokerage commissions and fees and expenses associated with the fund's securities lending program, if applicable), as a percentage of its average net assets, exceed 0.14% (the Expense Cap). If at any time during the current fiscal year expenses for Institutional Class of the fund fall below the Expense Cap, FMR reserves the right to recoup through the end of the fiscal year any expenses that were reimbursed during the current fiscal year up to, but not in excess of, the Expense Cap. This arrangement will remain in effect through July 31, 2021. FMR may not terminate this arrangement before the expiration date without the approval of the Board of Trustees and may extend it in its discretion after that date.

[b] In order to avoid a negative yield, FMR may reimburse expenses or waive fees of Institutional Class of the fund. Any such waivers or expense reimbursement would be voluntary and could be discontinued at any time. There is no guarantee that Institutional Class or the fund will be able to avoid a negative yield.

This **example** helps compare the cost of investing in the fund with the cost of investing in other funds.

Let's say, hypothetically, that the annual return for shares of the fund is 5% and that your shareholder fees and the annual operating expenses for shares of the fund are exactly as described in the fee table. This example illustrates the effect of fees and expenses, but is not meant to suggest actual or expected fees and expenses or returns, all of which may vary. For every $10,000 you invested, here's how much you would pay in total expenses if you sell all of your shares at the end of each time period indicated:

1 year	$ 14
3 years	$ 53
5 years	$ 96
10 years	$ 225

Principal Investment Strategies

- Investing in U.S. dollar-denominated money market securities of domestic and foreign issuers, U.S. Government securities, and repurchase agreements.

- Potentially entering into reverse repurchase agreements.

- Investing more than 25% of total assets in the financial services industries.

- Investing in compliance with industry-standard regulatory requirements for money market funds for the quality, maturity, liquidity, and diversification of investments.

Principal Investment Risks

- *Interest Rate Changes.* Interest rate increases can cause the price of a money market security to decrease.

- *Foreign Exposure.* Entities located in foreign countries can be affected by adverse political, regulatory, market, or economic developments in those countries.

- *Financial Services Concentration.* Changes in government regulation and interest rates and economic downturns can have a significant negative effect on issuers in the financial services sector, including the price of their securities or their ability to meet their payment obligations.

- *Issuer-Specific Changes.* A decline in the credit quality of an issuer or a provider of credit support or a maturity-shortening structure for a security can cause the price of a money market security to decrease.

You could lose money by investing in the fund. Although the fund seeks to preserve the value of your investment at $1.00 per share, it cannot guarantee it will do so. The fund may impose a fee upon the sale of your shares or may temporarily suspend your ability to sell shares if the fund's liquidity falls below required minimums because of market conditions

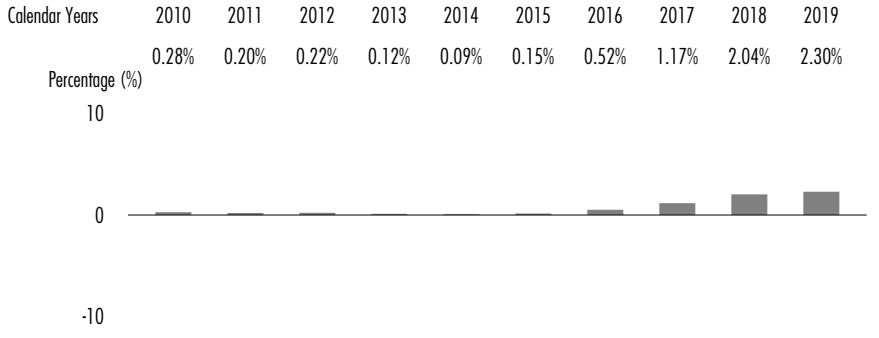
or other factors. An investment in the fund is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Fidelity Investments and its affiliates, the fund's sponsor, have no legal obligation to provide financial support to the fund, and you should not expect that the sponsor will provide financial support to the fund at any time.

Performance

The following information is intended to help you understand the risks of investing in the fund. The information illustrates the changes in the performance of the fund's shares from year to year. Past performance is not an indication of future performance.

Visit www.fidelity.com or institutional.fidelity.com for more recent performance information.

Year-by-Year Returns



During the periods shown in the chart:	*Returns*	*Quarter ended*
Highest Quarter Return	*0.63%*	*March 31, 2019*
Lowest Quarter Return	*0.02%*	*March 31, 2014*
Year-to-Date Return	*0.39%*	*March 31, 2020*

Average Annual Returns

For the periods ended December 31, 2019	Past 1 year	Past 5 years	Past 10 years
Institutional Class	2.30%	1.23%	0.71%

Investment Adviser

Fidelity Management & Research Company LLC (FMR) (the Adviser) is the fund's manager. Other investment advisers serve as sub-advisers for the fund.

Purchase and Sale of Shares

The fund is a retail money market fund. Shares of the fund are available only to accounts beneficially owned by natural persons.

The fund will involuntarily redeem accounts that are not beneficially owned by natural persons, as determined by the fund, in order to implement the fund's eligibility requirements as a retail money market fund. Shares held by these accounts will be sold at their net asset value per share calculated on the day that the fund closes the account position.

The fund may impose a fee upon the sale of fund shares or may temporarily suspend the ability to sell shares if the fund's liquidity falls below required minimums because of market conditions or other factors.

You may buy or sell shares through a retirement account or through an investment professional. You may buy or sell shares in various ways:

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The price to sell one share is its NAV. Shares will be sold at the NAV next calculated after an order is received in proper form.

The fund is open for business each day the New York Stock Exchange (NYSE) is open. Even if the NYSE is closed, the fund will be open for business on those days on which the Federal Reserve Bank of New York (New York Fed) is open, the primary trading markets for the fund's portfolio instruments are open, and the fund's management believes there is an adequate market to meet purchase and redemption requests.

Fidelity normally calculates NAV each business day as of 4:00 p.m. Eastern time and, when the New York Fed and principal bond markets are open, as of 5:00 p.m. Eastern time. The fund's assets normally are valued as of these times for the purpose of computing NAV.

Institutional Class has a minimum initial investment of $10 million, which may be waived if your aggregate balance in the Fidelity® Investments Money Market Funds is greater than $25 million. The fund may waive or lower purchase minimums in other circumstances.

Tax Information

Distributions you receive from the fund are subject to federal income tax and generally will be taxed as ordinary income or capital gains, and may also be subject to state or local taxes, unless you are investing through a tax-advantaged retirement account (in which case you may be taxed later, upon withdrawal of your investment from such account).

Payments to Broker-Dealers and Other Financial Intermediaries

The fund, the Adviser, Fidelity Distributors Company LLC (FDC), and/or their affiliates may pay intermediaries, which may include banks, broker-dealers, retirement plan sponsors, administrators, or service-providers (who may be affiliated with the Adviser or FDC), for the sale of fund shares and related services. These payments may create a conflict of interest by influencing your intermediary and your investment professional to recommend the fund over another investment. Ask your investment professional or visit your intermediary's web site for more information.

Fund Summary

Fund/**Class:**
Prime Money Market Portfolio/**Institutional**

Investment Objective

The fund seeks to obtain as high a level of current income as is consistent with the preservation of principal and liquidity within the limitations prescribed for the fund.

Fee Table

The following table describes the fees and expenses that may be incurred when you buy and hold shares of the fund.

Shareholder fees
(fees paid directly from your investment)

	None

Annual Operating Expenses
(expenses that you pay each year as a % of the value of your investment)

Management fee	0.14%
Distribution and/or Service (12b-1) fees	None
Other expenses	0.04%
Total annual operating expenses	0.18%
Fee waiver and/or expense reimbursement[a]	0.04%
Total annual operating expenses after fee waiver and/or expense reimbursement[b]	0.14%

[a] Fidelity Management & Research Company LLC (FMR) has contractually agreed to reimburse Institutional Class of the fund to the extent that total operating expenses (excluding interest, certain taxes, fees and expenses of the Independent Trustees, proxy and shareholder meeting expenses, extraordinary expenses, and acquired fund fees and expenses, if any, as well as non-operating expenses such as brokerage commissions and fees and expenses associated with the fund's securities lending program, if applicable), as a percentage of its average net assets, exceed 0.14% (the Expense Cap). If at any time during the current fiscal year expenses for Institutional Class of the fund fall below the Expense Cap, FMR reserves the right to recoup through the end of the fiscal year any expenses that were reimbursed during the current fiscal year up to, but not in excess of, the Expense Cap. This arrangement will remain in effect through July 31, 2021. FMR may not terminate this arrangement before the expiration date without the approval of the Board of Trustees and may extend it in its discretion after that date.

[b] In order to avoid a negative yield, FMR may reimburse expenses or waive fees of Institutional Class of the fund. Any such waivers or expense reimbursement would be voluntary and could be discontinued at any time. There is no guarantee that Institutional Class or the fund will be able to avoid a negative yield.

This **example** helps compare the cost of investing in the fund with the cost of investing in other funds.

Let's say, hypothetically, that the annual return for shares of the fund is 5% and that your shareholder fees and the annual operating expenses for shares of the fund are exactly as described in the fee table. This example illustrates the effect of fees and expenses, but is not meant to suggest actual or expected fees and expenses or returns, all of which may vary. For every $10,000 you invested, here's how much you would pay in total expenses if you sell all of your shares at the end of each time period indicated:

1 year	$ 14
3 years	$ 53
5 years	$ 96
10 years	$ 225

Principal Investment Strategies

- Investing in U.S. dollar-denominated money market securities of domestic and foreign issuers, U.S. Government securities, and repurchase agreements.
- Potentially entering into reverse repurchase agreements.
- Investing more than 25% of total assets in the financial services industries.
- Investing in compliance with industry-standard regulatory requirements for money market funds for the quality, maturity, liquidity, and diversification of investments.

Although the fund is a money market fund, it will price and transact at a "floating" net asset value (NAV) that will fluctuate based on changes in the value of the fund's investments.

Principal Investment Risks

- *Interest Rate Changes.* Interest rate increases can cause the price of a money market security to decrease.
- *Floating NAV.* The fund does not maintain a constant NAV per share of $1.00. The value of the fund's shares will be calculated to four decimal places and will vary as a result of changes in the value of the securities in which the fund invests.
- *Foreign Exposure.* Entities located in foreign countries can be affected by adverse political, regulatory, market, or economic developments in those countries.
- *Financial Services Concentration.* Changes in government regulation and interest rates and economic downturns can have a significant negative effect on issuers in the financial services sector, including the price of their securities or their ability to meet their payment obligations.

• *Issuer-Specific Changes.* A decline in the credit quality of an issuer or a provider of credit support or a maturity-shortening structure for a security can cause the price of a money market security to decrease.

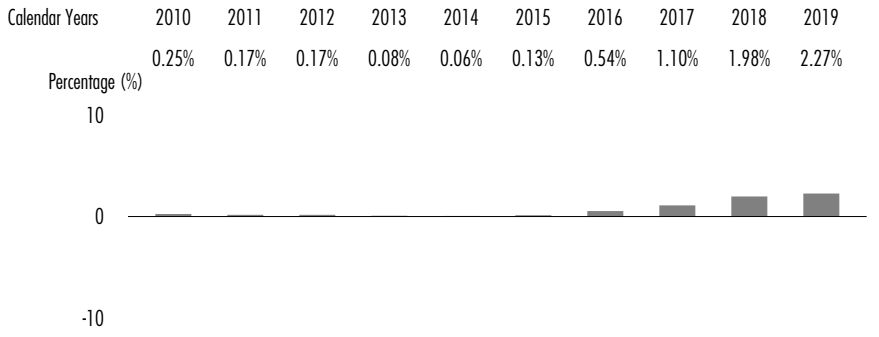
You could lose money by investing in the fund. Because the share price of the fund will fluctuate, when you sell your shares they may be worth more or less than what you originally paid for them. The fund may impose a fee upon the sale of your shares or may temporarily suspend your ability to sell shares if the fund's liquidity falls below required minimums because of market conditions or other factors. An investment in the fund is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Fidelity Investments and its affiliates, the fund's sponsor, have no legal obligation to provide financial support to the fund, and you should not expect that the sponsor will provide financial support to the fund at any time.

Performance

The following information is intended to help you understand the risks of investing in the fund. The information illustrates the changes in the performance of the fund's shares from year to year. Past performance is not an indication of future performance.

Visit www.fidelity.com or institutional.fidelity.com for more recent performance information.

Year-by-Year Returns



During the periods shown in the chart:	*Returns*	*Quarter ended*
Highest Quarter Return	*0.63%*	*March 31, 2019*
Lowest Quarter Return	*0.01%*	*March 31, 2014*
Year-to-Date Return	*0.34%*	*March 31, 2020*

Average Annual Returns

For the periods ended December 31, 2019	Past 1 year	Past 5 years	Past 10 years
Institutional Class	2.27%	1.20%	0.67%

Investment Adviser

Fidelity Management & Research Company LLC (FMR) (the Adviser) is the fund's manager. Other investment advisers serve as sub-advisers for the fund.

Purchase and Sale of Shares

The fund is an institutional money market fund, which means that the net asset value (NAV) of the fund's shares will "float," fluctuating with changes in the values of the fund's portfolio securities. The fund may impose a fee upon the sale of fund shares or may temporarily suspend the ability to sell shares if the fund's liquidity falls below required minimums because of market conditions or other factors.

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The price to sell one share is its NAV. Shares will be sold at the NAV next calculated after an order is received in proper form.

The fund is open for business each day the New York Stock Exchange (NYSE) is open. Even if the NYSE is closed, the fund will be open for business on those days on which the Federal Reserve Bank of New York (New York Fed) is open, the primary trading markets for the fund's portfolio instruments are open, and the fund's management believes there is an adequate market to meet purchase and redemption requests.

Fidelity normally calculates a NAV for each class of shares of the fund each business day at 9:00 a.m., 12:00 p.m., and 3:00 p.m. Eastern time.

Institutional Class has a minimum initial investment of $10 million, which may be waived if your aggregate balance in the Fidelity® Investments Money Market Funds is greater than $25 million. The

fund may waive or lower purchase minimums in other circumstances.

Tax Information

Distributions you receive from the fund are subject to federal income tax and generally will be taxed as ordinary income or capital gains, and may also be subject to state or local taxes, unless you are investing through a tax-advantaged retirement account (in which case you may be taxed later, upon withdrawal of your investment from such account).

Payments to Broker-Dealers and Other Financial Intermediaries

The fund, the Adviser, Fidelity Distributors Company LLC (FDC), and/or their affiliates may pay intermediaries, which may include banks, broker-dealers, retirement plan sponsors, administrators, or service-providers (who may be affiliated with the Adviser or FDC), for the sale of fund shares and related services. These payments may create a conflict of interest by influencing your intermediary and your investment professional to recommend the fund over another investment. Ask your investment professional or visit your intermediary's web site for more information.

Fund Summary

Fund/**Class:**
Prime Reserves Portfolio/**Institutional**

Investment Objective

The fund seeks to obtain as high a level of current income as is consistent with the preservation of principal and liquidity within the limitations prescribed for the fund.

Fee Table

The following table describes the fees and expenses that may be incurred when you buy and hold shares of the fund.

Shareholder fees
(fees paid directly from your investment)

	None

Annual Operating Expenses
(expenses that you pay each year as a % of the value of your investment)

Management fee	0.14%
Distribution and/or Service (12b-1) fees	None
Other expenses	0.05%
Total annual operating expenses	0.19%
Fee waiver and/or expense reimbursement[a]	0.05%
Total annual operating expenses after fee waiver and/or expense reimbursement[b]	0.14%

[a] Fidelity Management & Research Company LLC (FMR) has contractually agreed to reimburse Institutional Class of the fund to the extent that total operating expenses (excluding interest, certain taxes, fees and expenses of the Independent Trustees, proxy and shareholder meeting expenses, extraordinary expenses, and acquired fund fees and expenses, if any, as well as non-operating expenses such as brokerage commissions and fees and expenses associated with the fund's securities lending program, if applicable), as a percentage of its average net assets, exceed 0.14% (the Expense Cap). If at any time during the current fiscal year expenses for Institutional Class of the fund fall below the Expense Cap, FMR reserves the right to recoup through the end of the fiscal year any expenses that were reimbursed during the current fiscal year up to, but not in excess of, the Expense Cap. This arrangement will remain in effect through July 31, 2021. FMR may not terminate this arrangement before the expiration date without the approval of the Board of Trustees and may extend it in its discretion after that date.

[b] In order to avoid a negative yield, FMR may reimburse expenses or waive fees of Institutional Class of the fund. Any such waivers or expense reimbursement would be voluntary and could be discontinued at any time. There is no guarantee that Institutional Class or the fund will be able to avoid a negative yield.

This **example** helps compare the cost of investing in the fund with the cost of investing in other funds.

Let's say, hypothetically, that the annual return for shares of the fund is 5% and that your shareholder fees and the annual operating expenses for shares of the fund are exactly as described in the fee table. This example illustrates the effect of fees and expenses, but is not meant to suggest actual or expected fees and expenses or returns, all of which may vary. For every $10,000 you invested, here's how much you would pay in total expenses if you sell all of your shares at the end of each time period indicated:

1 year	$ 14
3 years	$ 54
5 years	$ 100
10 years	$ 236

Principal Investment Strategies

- Investing in U.S. dollar-denominated money market securities of domestic and foreign issuers, U.S. Government securities, and repurchase agreements.
- Potentially entering into reverse repurchase agreements.
- Investing more than 25% of total assets in the financial services industries.
- Investing in compliance with industry-standard regulatory requirements for money market funds for the quality, maturity, liquidity, and diversification of investments.

Although the fund is a money market fund, it will price and transact at a "floating" net asset value (NAV) that will fluctuate based on changes in the value of the fund's investments.

Principal Investment Risks

- *Interest Rate Changes.* Interest rate increases can cause the price of a money market security to decrease.
- *Floating NAV.* The fund does not maintain a constant NAV per share of $1.00. The value of the fund's shares will be calculated to four decimal places and will vary as a result of changes in the value of the securities in which the fund invests.
- *Foreign Exposure.* Entities located in foreign countries can be affected by adverse political, regulatory, market, or economic developments in those countries.
- *Financial Services Concentration.* Changes in government regulation and interest rates and economic downturns can have a significant negative effect on issuers in the financial services sector, including the price of their securities or their ability to meet their payment obligations.

• *Issuer-Specific Changes.* A decline in the credit quality of an issuer or a provider of credit support or a maturity-shortening structure for a security can cause the price of a money market security to decrease.

You could lose money by investing in the fund. Because the share price of the fund will fluctuate, when you sell your shares they may be worth more or less than what you originally paid for them. The fund may impose a fee upon the sale of your shares or may temporarily suspend your ability to sell shares if the fund's liquidity falls below required minimums because of market conditions or other factors. An investment in the fund is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Fidelity Investments and its affiliates, the fund's sponsor, have no legal obligation to provide financial support to the fund, and you should not expect that the sponsor will provide financial support to the fund at any time.

Performance

The following information is intended to help you understand the risks of investing in the fund. The information illustrates the changes in the performance of the fund's shares from year to year. Past performance is not an indication of future performance.

Visit www.fidelity.com or institutional.fidelity.com for more recent performance information.

Year-by-Year Returns



During the periods shown in the chart:	*Returns*	*Quarter ended*
Highest Quarter Return	*0.63%*	*March 31, 2019*
Lowest Quarter Return	*0.23%*	*March 31, 2017*
Year-to-Date Return	*0.35%*	*March 31, 2020*

Average Annual Returns

For the periods ended December 31, 2019	Past 1 year	Life of class[a]
Institutional Class	2.28%	1.59%

[a] From June 2, 2016

Investment Adviser

Fidelity Management & Research Company LLC (FMR) (the Adviser) is the fund's manager. Other investment advisers serve as sub-advisers for the fund.

Purchase and Sale of Shares

The fund is an institutional money market fund, which means that the net asset value (NAV) of the fund's shares will "float," fluctuating with changes in the values of the fund's portfolio securities. The fund may impose a fee upon the sale of fund shares or may temporarily suspend the ability to sell shares if the fund's liquidity falls below required minimums because of market conditions or other factors.

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The price to sell one share is its NAV. Shares will be sold at the NAV next calculated after an order is received in proper form.

The fund is open for business each day the New York Stock Exchange (NYSE) is open. Even if the NYSE is closed, the fund will be open for business on those days on which the Federal Reserve Bank of New York (New York Fed) is open, the primary trading markets for the fund's portfolio instruments are open, and the fund's management believes there is an adequate market to meet purchase and redemption requests.

Fidelity normally calculates NAV each business day as of 4:00 p.m. Eastern time.

The fund's assets normally are valued as of this time for the purpose of computing NAV.

Institutional Class has a minimum initial investment of $10 million, which may be

waived if your aggregate balance in the Fidelity® Investments Money Market Funds is greater than $25 million. The fund may waive or lower purchase minimums in other circumstances.

Tax Information

Distributions you receive from the fund are subject to federal income tax and generally will be taxed as ordinary income or capital gains, and may also be subject to state or local taxes, unless you are investing through a tax-advantaged retirement account (in which case you may be taxed later, upon withdrawal of your investment from such account).

Payments to Broker-Dealers and Other Financial Intermediaries

The fund, the Adviser, Fidelity Distributors Company LLC (FDC), and/or their affiliates may pay intermediaries, which may include banks, broker-dealers, retirement plan sponsors, administrators, or service-providers (who may be affiliated with the Adviser or FDC), for the sale of fund shares and related services. These payments may create a conflict of interest by influencing your intermediary and your investment professional to recommend the fund over another investment. Ask your investment professional or visit your intermediary's web site for more information.

Fund Summary

Fund/**Class:**
Treasury Only Portfolio/**Institutional**

Investment Objective

The fund seeks as high a level of current income as is consistent with the security of principal and liquidity.

Fee Table

The following table describes the fees and expenses that may be incurred when you buy and hold shares of the fund.

Shareholder fees
(fees paid directly from your investment)

	None

Annual Operating Expenses
(expenses that you pay each year as a % of the value of your investment)

Management fee	0.14%
Distribution and/or Service (12b-1) fees	None
Other expenses	0.05%
Total annual operating expenses	0.19%
Fee waiver and/or expense reimbursement[a]	0.05%
Total annual operating expenses after fee waiver and/or expense reimbursement[b]	0.14%

[a] Fidelity Management & Research Company LLC (FMR) has contractually agreed to reimburse Institutional Class of the fund to the extent that total operating expenses (excluding interest, certain taxes, fees and expenses of the Independent Trustees, proxy and shareholder meeting expenses, extraordinary expenses, and acquired fund fees and expenses, if any, as well as non-operating expenses such as brokerage commissions and fees and expenses associated with the fund's securities lending program, if applicable), as a percentage of its average net assets, exceed 0.14% (the Expense Cap). If at any time during the current fiscal year expenses for Institutional Class of the fund fall below the Expense Cap, FMR reserves the right to recoup through the end of the fiscal year any expenses that were reimbursed during the current fiscal year up to, but not in excess of, the Expense Cap. This arrangement will remain in effect through July 31, 2021. FMR may not terminate this arrangement before the expiration date without the approval of the Board of Trustees and may extend it in its discretion after that date.

[b] In order to avoid a negative yield, FMR may reimburse expenses or waive fees of Institutional Class of the fund. Any such waivers or expense reimbursement would be voluntary and could be discontinued at any time. There is no guarantee that Institutional Class or the fund will be able to avoid a negative yield.

This **example** helps compare the cost of investing in the fund with the cost of investing in other funds.

Let's say, hypothetically, that the annual return for shares of the fund is 5% and that your shareholder fees and the annual operating expenses for shares of the fund are exactly as described in the fee table. This example illustrates the effect of fees and expenses, but is not meant to suggest actual or expected fees and expenses or returns, all of which may vary. For every $10,000 you invested, here's how much you would pay in total expenses if you sell all of your shares at the end of each time period indicated:

1 year	$ 14
3 years	$ 54
5 years	$ 100
10 years	$ 236

Principal Investment Strategies

- Normally investing at least 99.5% of total assets in cash and U.S. Treasury securities.
- Normally investing in securities whose interest is exempt from state and local income taxes.
- Investing in compliance with industry-standard regulatory requirements for money market funds for the quality, maturity, liquidity, and diversification of investments.

In addition, the fund normally invests at least 80% of its assets in U.S. Treasury securities.

Principal Investment Risks

- *Interest Rate Changes*. Interest rate increases can cause the price of a money market security to decrease.
- *Issuer-Specific Changes*. A decline in the credit quality of an issuer or a provider of credit support or a maturity-shortening structure for a security can cause the price of a money market security to decrease.

You could lose money by investing in the fund. Although the fund seeks to preserve the value of your investment at $1.00 per share, it cannot guarantee it will do so. An investment in the fund is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Fidelity Investments and its affiliates, the fund's sponsor, have no legal obligation to provide financial support to the fund, and you should not expect that the sponsor will provide financial support to the fund at any time.

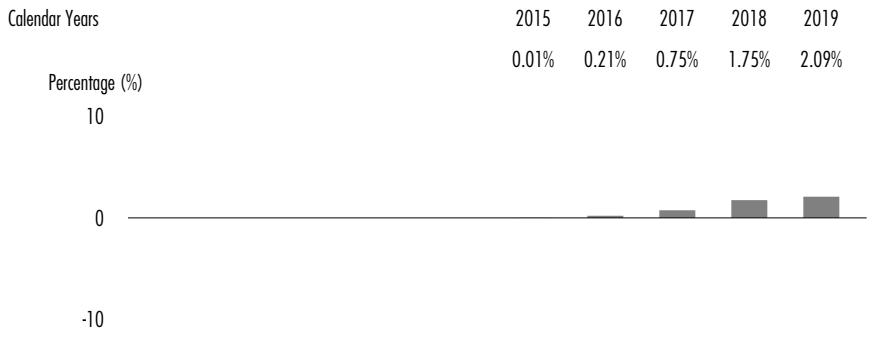
The fund will not impose a fee upon the sale of your shares, nor temporarily suspend your ability to sell shares if the fund's weekly liquid assets fall below 30% of its total assets because of market conditions or other factors.

Performance

The following information is intended to help you understand the risks of investing in the fund. The information illustrates the changes in the performance of the fund's shares from year to year. Past performance is not an indication of future performance.

Visit www.fidelity.com or institutional.fidelity.com for more recent performance information.

Year-by-Year Returns



During the periods shown in the chart:	*Returns*	*Quarter ended*
Highest Quarter Return	*0.57%*	*June 30, 2019*
Lowest Quarter Return	*0.00%*	*March 31, 2015*
Year-to-Date Return	*0.32%*	*March 31, 2020*

Average Annual Returns

For the periods ended December 31, 2019	Past 1 year	Past 5 years	Life of class[a]
Institutional Class	2.09%	0.96%	0.85%

[a] From May 14, 2014

Investment Adviser

Fidelity Management & Research Company LLC (FMR) (the Adviser) is the fund's manager. Other investment advisers serve as sub-advisers for the fund.

Purchase and Sale of Shares

The fund is currently closed to new investors. For more information, see the "Additional Information about the Purchase and Sale of Shares" section of the prospectus. Remember to keep shares in your

fund position to be eligible to purchase additional shares of the fund.

You may buy or sell shares through a retirement account or through an investment professional. You may buy or sell shares in various ways:

Internet
www.fidelity.com or institutional.fidelity.com

Phone
To reach a Fidelity representative 1-877-297-2952

Mail

Fidelity Investments	**Overnight Express:**
P.O. Box 770002	**Fidelity Investments**
Cincinnati, OH	**100 Crosby Parkway**
45277-0081	**Covington, KY 41015**

The price to buy one share is its net asset value per share (NAV). Shares will be bought at the NAV next calculated after an order is received in proper form.

The price to sell one share is its NAV. Shares will be sold at the NAV next calculated after an order is received in proper form.

The fund is open for business each day the New York Stock Exchange (NYSE) is open. Even if the NYSE is closed, the fund will be open for business on those days on which the Federal Reserve Bank of New York (New York Fed) is open, the primary trading markets for the fund's portfolio instruments are open, and the fund's management believes there is an adequate market to meet purchase and redemption requests.

Institutional Class has a minimum initial investment of $10 million, which may be waived if your aggregate balance in the Fidelity® Investments Money Market Funds is greater than $25 million. The fund may waive or lower purchase minimums in other circumstances.

Tax Information

Distributions you receive from the fund are subject to federal income tax and generally will be taxed as ordinary income or capital gains, and may also be subject to state or local taxes, unless you are investing through a tax-advantaged retirement account (in which case you may be taxed later, upon withdrawal of your investment from such account).

Payments to Broker-Dealers and Other Financial Intermediaries

The fund, the Adviser, Fidelity Distributors Company LLC (FDC), and/or their affiliates may pay intermediaries, which may include banks, broker-dealers, retirement plan sponsors, administrators, or service-providers (who may be affiliated with the Adviser or FDC), for the sale of fund shares and related services. These payments may create a conflict of interest by influencing your intermediary and your investment professional to recommend the fund over another investment. Ask your investment professional or visit your intermediary's web site for more information.

Fund Summary

Fund/**Class:**
Treasury Portfolio/**Institutional**

Investment Objective

The fund seeks to obtain as high a level of current income as is consistent with the preservation of principal and liquidity within the limitations prescribed for the fund.

Fee Table

The following table describes the fees and expenses that may be incurred when you buy and hold shares of the fund.

Shareholder fees
(fees paid directly from your investment)

	None

Annual Operating Expenses
(expenses that you pay each year as a % of the value of your investment)

Management fee	0.14%
Distribution and/or Service (12b-1) fees	None
Other expenses	0.04%
Total annual operating expenses	0.18%
Fee waiver and/or expense reimbursement[a]	0.04%
Total annual operating expenses after fee waiver and/or expense reimbursement[b]	0.14%

[a] Fidelity Management & Research Company LLC (FMR) has contractually agreed to reimburse Institutional Class of the fund to the extent that total operating expenses (excluding interest, certain taxes, fees and expenses of the Independent Trustees, proxy and shareholder meeting expenses, extraordinary expenses, and acquired fund fees and expenses, if any, as well as non-operating expenses such as brokerage commissions and fees and expenses associated with the fund's securities lending program, if applicable), as a percentage of its average net assets, exceed 0.14% (the Expense Cap). If at any time during the current fiscal year expenses for Institutional Class of the fund fall below the Expense Cap, FMR reserves the right to recoup through the end of the fiscal year any expenses that were reimbursed during the current fiscal year up to, but not in excess of, the Expense Cap. This arrangement will remain in effect through July 31, 2021. FMR may not terminate this arrangement before the expiration date without the approval of the Board of Trustees and may extend it in its discretion after that date.

[b] In order to avoid a negative yield, FMR may reimburse expenses or waive fees of Institutional Class of the fund. Any such waivers or expense reimbursement would be voluntary and could be discontinued at any time. There is no guarantee that Institutional Class or the fund will be able to avoid a negative yield.

This **example** helps compare the cost of investing in the fund with the cost of investing in other funds.

Let's say, hypothetically, that the annual return for shares of the fund is 5% and that your shareholder fees and the annual operating expenses for shares of the fund are exactly as described in the fee table. This example illustrates the effect of fees and expenses, but is not meant to suggest actual or expected fees and expenses or returns, all of which may vary. For every $10,000 you invested, here's how much you would pay in total expenses if you sell all of your shares at the end of each time period indicated:

1 year	$ 14
3 years	$ 53
5 years	$ 96
10 years	$ 225

Principal Investment Strategies

- Normally investing at least 99.5% of total assets in cash, U.S. Treasury securities and/or repurchase agreements for those securities.

- Investing in compliance with industry-standard regulatory requirements for money market funds for the quality, maturity, liquidity, and diversification of investments.

In addition, the fund normally invests at least 80% of its assets in U.S. Treasury securities and repurchase agreements for those securities.

Principal Investment Risks

- *Interest Rate Changes.* Interest rate increases can cause the price of a money market security to decrease.

- *Issuer-Specific Changes.* A decline in the credit quality of an issuer or a provider of credit support or a maturity-shortening structure for a security can cause the price of a money market security to decrease.

You could lose money by investing in the fund. Although the fund seeks to preserve the value of your investment at $1.00 per share, it cannot guarantee it will do so. An investment in the fund is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Fidelity Investments and its affiliates, the fund's sponsor, have no legal obligation to provide financial support to the fund, and you should not expect that the sponsor will provide financial support to the fund at any time.

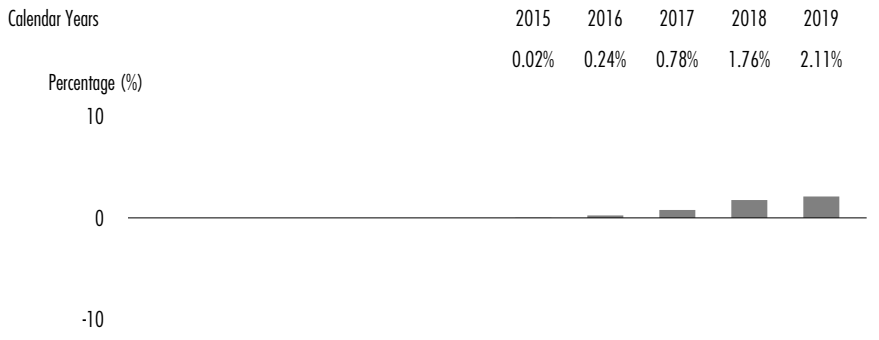
The fund will not impose a fee upon the sale of your shares, nor temporarily suspend your ability to sell shares if the fund's weekly liquid assets fall below 30% of its total assets because of market conditions or other factors.

Performance

The following information is intended to help you understand the risks of investing in the fund. The information illustrates the changes in the performance of the fund's shares from year to year. Past performance is not an indication of future performance.

Visit www.fidelity.com or institutional.fidelity.com for more recent performance information.

Year-by-Year Returns



During the periods shown in the chart:	*Returns*	*Quarter ended*
Highest Quarter Return	*0.58%*	*June 30, 2019*
Lowest Quarter Return	*0.00%*	*March 31, 2015*
Year-to-Date Return	*0.32%*	*March 31, 2020*

Average Annual Returns

For the periods ended December 31, 2019	Past 1 year	Past 5 years	Life of class[a]
Institutional Class	2.11%	0.98%	0.87%

[a] From May 14, 2014

Investment Adviser

Fidelity Management & Research Company LLC (FMR) (the Adviser) is the fund's manager. Other investment advisers serve as sub-advisers for the fund.

Purchase and Sale of Shares

The fund is currently closed to new investors. For more information, see the "Additional Information about the Purchase and Sale of Shares" section of the prospectus. Remember to keep shares in your

fund position to be eligible to purchase additional shares of the fund.

You may buy or sell shares through a retirement account or through an investment professional. You may buy or sell shares in various ways:

Internet
www.fidelity.com or institutional.fidelity.com

Phone
To reach a Fidelity representative 1-877-297-2952

Mail

Fidelity Investments	**Overnight Express:**
P.O. Box 770002	**Fidelity Investments**
Cincinnati, OH	**100 Crosby Parkway**
45277-0081	**Covington, KY 41015**

The price to buy one share is its net asset value per share (NAV). Shares will be bought at the NAV next calculated after an order is received in proper form.

The price to sell one share is its NAV. Shares will be sold at the NAV next calculated after an order is received in proper form.

The fund is open for business each day the New York Stock Exchange (NYSE) is open. Even if the NYSE is closed, the fund will be open for business on those days on which the Federal Reserve Bank of New York (New York Fed) is open, the primary trading markets for the fund's portfolio instruments are open, and the fund's management believes there is an adequate market to meet purchase and redemption requests.

Fidelity normally calculates NAV each business day as of 4:00 p.m. Eastern time and, when the New York Fed and principal bond markets are open, as of 5:00 p.m. Eastern time. The fund's assets normally are valued as of these times for the purpose of computing NAV.

Institutional Class has a minimum initial investment of $10 million, which may be waived if your aggregate balance in the Fidelity® Investments Money Market Funds is greater than $25 million. The fund may waive or lower purchase minimums in other circumstances.

Tax Information

Distributions you receive from the fund are subject to federal income tax and generally will be taxed as ordinary income or capital gains, and may also be subject to state or local taxes, unless you are investing through a tax-advantaged retirement account (in which case you may be taxed later, upon withdrawal of your investment from such account).

Payments to Broker-Dealers and Other Financial Intermediaries

The fund, the Adviser, Fidelity Distributors Company LLC (FDC), and/or their affiliates may pay intermediaries, which may include banks, broker-dealers, retirement plan sponsors, administrators, or service-providers (who may be affiliated with the Adviser or FDC), for the sale of fund shares and related services. These payments may create a conflict of interest by influencing your intermediary and your investment professional to recommend the fund over another investment. Ask your investment professional

or visit your intermediary's web site for more information.

Fund Basics

Investment Details

Investment Objective

Government Portfolio seeks to obtain as high a level of current income as is consistent with the preservation of principal and liquidity within the limitations prescribed for the fund.

Principal Investment Strategies

The Adviser normally invests at least 99.5% of the fund's total assets in cash, U.S. Government securities and/or repurchase agreements that are collateralized fully (i.e., collateralized by cash or government securities). Certain issuers of U.S. Government securities are sponsored or chartered by Congress but their securities are neither issued nor guaranteed by the U.S. Treasury.

In buying and selling securities for the fund, the Adviser complies with industry-standard regulatory requirements for money market funds regarding the quality, maturity, liquidity, and diversification of the fund's investments. The Adviser stresses maintaining a stable $1.00 share price, liquidity, and income.

In addition, the Adviser normally invests at least 80% of the fund's assets in U.S. Government securities and repurchase agreements for those securities.

Investment Objective

Money Market Portfolio seeks to obtain as high a level of current income as is consistent with the preservation of principal and liquidity within the limitations prescribed for the fund.

Principal Investment Strategies

The Adviser invests the fund's assets in U.S. dollar-denominated money market securities of domestic and foreign issuers, U.S. Government securities, and repurchase agreements. The Adviser also may enter into reverse repurchase agreements for the fund.

The Adviser will invest more than 25% of the fund's total assets in the financial services industries.

In buying and selling securities for the fund, the Adviser complies with industry-standard regulatory requirements for money market funds regarding the quality, maturity, liquidity, and diversification of the fund's investments. The Adviser stresses maintaining a stable $1.00 share price, liquidity, and income.

Investment Objective

Prime Money Market Portfolio seeks to obtain as high a level of current income as is consistent with the preservation of principal and liquidity within the limitations prescribed for the fund.

Principal Investment Strategies

The Adviser invests the fund's assets in U.S. dollar-denominated money market securities of domestic and foreign issuers, U.S. Government securities, and repurchase agreements. The Adviser also may enter into reverse repurchase agreements for the fund.

The Adviser will invest more than 25% of the fund's total assets in the financial services industries.

In buying and selling securities for the fund, the Adviser complies with

industry-standard regulatory requirements for money market funds regarding the quality, maturity, liquidity, and diversification of the fund's investments. Although the fund is a money market fund, it will price and transact at a "floating" NAV that will fluctuate based on changes in the value of the fund's investments.

Investment Objective

Prime Reserves Portfolio seeks to obtain as high a level of current income as is consistent with the preservation of principal and liquidity within the limitations prescribed for the fund.

Principal Investment Strategies

The Adviser invests the fund's assets in U.S. dollar-denominated money market securities of domestic and foreign issuers, U.S. Government securities, and repurchase agreements. The Adviser also may enter into reverse repurchase agreements for the fund.

The Adviser will invest more than 25% of the fund's total assets in the financial services industries.

In buying and selling securities for the fund, the Adviser complies with industry-standard regulatory requirements for money market funds regarding the quality, maturity, liquidity, and diversification of the fund's investments. Although the fund is a money market fund, it will price and transact at a "floating" NAV that will fluctuate based on changes in the value of the fund's investments.

Investment Objective

Treasury Only Portfolio seeks as high a level of current income as is consistent with the security of principal and liquidity.

Principal Investment Strategies

The Adviser normally invests at least 99.5% of the fund's total assets in cash and U.S. Treasury securities. The Adviser does not enter into repurchase agreements or reverse repurchase agreements for the fund. The Adviser normally invests the fund's assets in securities whose interest is specifically exempt from state and local income taxes under federal law; such interest is not exempt from federal income tax.

In buying and selling securities for the fund, the Adviser complies with industry-standard regulatory requirements for money market funds regarding the quality, maturity, liquidity, and diversification of the fund's investments. The Adviser stresses maintaining a stable $1.00 share price, liquidity, and income.

In addition, the Adviser normally invests at least 80% of the fund's assets in U.S. Treasury securities.

Investment Objective

Treasury Portfolio seeks to obtain as high a level of current income as is consistent with the preservation of principal and liquidity within the limitations prescribed for the fund.

Principal Investment Strategies

The Adviser normally invests at least 99.5% of the fund's total assets in cash, U.S. Treasury securities, and/or repurchase agreements for those securities.

In buying and selling securities for the fund, the Adviser complies with

industry-standard regulatory requirements for money market funds regarding the quality, maturity, liquidity, and diversification of the fund's investments. The Adviser stresses maintaining a stable $1.00 share price, liquidity, and income.

In addition, the Adviser normally invests at least 80% of the fund's assets in U.S. Treasury securities and repurchase agreements for those securities.

Description of Principal Security Types

Money market securities are high-quality, short-term securities that pay a fixed, variable, or floating interest rate. Securities are often specifically structured so that they are eligible investments for a money market fund. For example, in order to satisfy the maturity restrictions for a money market fund, some money market securities have demand or put features, which have the effect of shortening the security's maturity. Money market securities include bank certificates of deposit, bankers' acceptances, bank time deposits, notes, commercial paper, and U.S. Government securities.

U.S. Government securities are high-quality securities issued or guaranteed by the U.S. Treasury or by an agency or instrumentality of the U.S. Government. U.S. Government securities may be backed by the full faith and credit of the U.S. Treasury, the right to borrow from the U.S. Treasury, or the agency or instrumentality issuing or guaranteeing the security. Certain issuers of U.S. Government securities, including Fannie Mae, Freddie Mac, and the Federal Home Loan Banks, are sponsored or chartered by Congress but their securities are neither issued nor guaranteed by the U.S. Treasury.

A *repurchase agreement* is an agreement to buy a security at one price and a simultaneous agreement to sell it back at an agreed-upon price. A repurchase agreement entered into by the fund may be collateralized by U.S. Government securities, U.S. Treasury securities, or cash, as applicable. A repurchase agreement is collateralized fully if the collateral consists entirely of U.S. Government securities and cash items.

Principal Investment Risks

Many factors affect each fund's performance. Developments that disrupt global economies and financial markets, such as pandemics and epidemics, may magnify factors that affect a fund's performance. A fund's yield will change daily based on changes in interest rates and other market conditions. For example, a major increase in interest rates or a decrease in the credit quality of the issuer of one of a fund's investments could cause the fund's share price to decrease. Although each fund, with the exception of Prime Money Market Portfolio and Prime Reserves Portfolio, is managed to maintain a stable $1.00 share price, there is no guarantee that the fund will be able to do so. It is important to note that neither share price nor yield is guaranteed by the U.S. Government.

The following factors can significantly affect a fund's performance:

Interest Rate Changes. Money market securities have varying levels of

sensitivity to changes in interest rates. In general, the price of a money market security can fall when interest rates rise and can rise when interest rates fall. Securities with longer maturities and certain types of securities, such as the securities of issuers in the financial services sector, can be more sensitive to interest rate changes. Short-term securities tend to react to changes in short-term interest rates. Some countries experience low or negative interest rates from time to time, which may magnify interest rate risk for the market as a whole and for a fund.

Floating NAV. Prime Money Market Portfolio and Prime Reserves Portfolio do not maintain a constant NAV per share of $1.00. Prime Money Market Portfolio's and Prime Reserves Portfolio's NAV will be calculated to four decimal places and will vary as a result of changes in the value of the securities in which these funds invests.

Foreign Exposure. Issuers located in foreign countries and entities providing credit support or a maturity-shortening structure that are located in foreign countries can involve increased risks. Extensive public information about the issuer or provider may not be available and unfavorable political, economic, or governmental developments could affect the value of the security.

Global economies and financial markets are becoming increasingly interconnected, which increases the possibilities that conditions in one country or region might adversely impact issuers or providers in, or foreign exchange rates with, a different country or region.

Financial Services Concentration. Financial services companies are highly dependent on the supply of short-term financing and can be sensitive to changes in government regulation and interest rates and to economic downturns in the United States and abroad. These events can significantly affect the price of issuers' securities as well as their ability to make payments of principal or interest or otherwise meet obligations on securities or instruments for which they serve as guarantors or counterparties.

Issuer-Specific Changes. Changes in the financial condition of an issuer or counterparty, changes in specific economic or political conditions that affect a particular type of issuer, and changes in general economic or political conditions can increase the risk of default by an issuer or counterparty, which can affect a security's or instrument's credit quality or value. Entities providing credit support or a maturity-shortening structure also can be affected by these types of changes, and if the structure of a security fails to function as intended, the security could decline in value.

In response to market, economic, political, or other conditions, a fund may temporarily use a different investment strategy (including leaving a significant portion of the fund's assets uninvested) for defensive purposes. Uninvested assets do not earn income for a fund, which may have a significant negative impact on the fund's yield and may prevent the fund from achieving its investment objective.

Each of Government Portfolio, Treasury Only Portfolio, and Treasury Portfolio will not impose a fee upon the sale of your

shares, nor temporarily suspend your ability to sell shares if the fund's weekly liquid assets fall below 30% of its total assets because of market conditions or other factors.

Fundamental Investment Policies

The following is fundamental, that is, subject to change only by shareholder approval:

Government Portfolio seeks to obtain as high a level of current income as is consistent with the preservation of principal and liquidity within the limitations prescribed for the fund.

Money Market Portfolio seeks to obtain as high a level of current income as is consistent with the preservation of principal and liquidity within the limitations prescribed for the fund.

Prime Money Market Portfolio seeks to obtain as high a level of current income as is consistent with the preservation of principal and liquidity within the limitations prescribed for the fund.

Prime Reserves Portfolio seeks to obtain as high a level of current income as is consistent with the preservation of principal and liquidity within the limitations prescribed for the fund.

Treasury Only Portfolio seeks as high a level of current income as is consistent with the security of principal and liquidity, and to maintain a constant net asset value per share (NAV) of $1.00.

Treasury Portfolio seeks to obtain as high a level of current income as is consistent with the preservation of principal and liquidity within the limitations prescribed for the fund.

Shareholder Notice

The following is subject to change only upon 60 days' prior notice to shareholders:

Government Portfolio normally invests at least 99.5% of total assets in cash, U.S. Government securities and/or repurchase agreements that are collateralized fully (i.e., collateralized by cash or government securities) and at least 80% of the fund's assets in U.S. Government securities and repurchase agreements for those securities.

Treasury Only Portfolio normally invests at least 99.5% of total assets in cash and U.S. Treasury securities and at least 80% of the fund's assets in U.S. Treasury securities.

Treasury Portfolio normally invests at least 99.5% of total assets in cash, U.S. Treasury securities and/or repurchase agreements for those securities and at least 80% of the fund's assets in U.S. Treasury securities and repurchase agreements for those securities.

Valuing Shares

Each fund is open for business each day the NYSE is open. Even if the NYSE is closed, a fund will be open for business on those days on which the New York Fed is open, the primary trading markets for the fund's portfolio instruments are open, and the fund's management believes there is an adequate market to meet purchase and redemption requests.

The NAV is the value of a single share. Fidelity normally calculates NAV each business day as of the times indicated in the following table. Each fund's assets normally are valued as of these times for the purpose of computing NAV. Fidelity calculates NAV separately for each class of shares of a multiple class fund.

Fund	NAV Calculation Times (Eastern Time)
Government Portfolio	4:00 p.m. and 5:00 p.m.[a]
Money Market Portfolio	4:00 p.m. and 5:00 p.m.[a]
Prime Money Market Portfolio	9:00 a.m., 12:00 p.m., and 3:00 p.m.
Prime Reserves Portfolio	4:00 p.m.
Treasury Only Portfolio	4:00 p.m.
Treasury Portfolio	4:00 p.m. and 5:00 p.m.[a]

[a] When the New York Fed and principal bond markets are open.

NAV is not calculated and a fund will not process purchase and redemption requests submitted on days when the fund is not open for business. The time at which shares are priced and until which purchase and redemption orders are accepted may be changed as permitted by the Securities and Exchange Commission (SEC).

To the extent that a fund's assets are traded in other markets on days when the fund is not open for business, the value of the fund's assets may be affected on those days. In addition, trading in some of a fund's assets may not occur on days when the fund is open for business.

Each fund, except for Prime Money Market Portfolio and Prime Reserves Portfolio, values its assets on the basis of amortized cost. The value of Prime Money Market Portfolio's and Prime Reserves Portfolio's shares will be calculated to four decimal places using "basis point" rounding (rounding to the nearest 1/100th of one percent).

For Prime Money Market Portfolio and Prime Reserves Portfolio, NAV is calculated using the values of other open-end funds, if any, in which the fund invests (referred to as underlying funds). Shares of underlying funds are valued at their respective NAVs. Other assets are valued primarily on the basis of market quotations, official closing prices, or information furnished by a pricing service. Certain short-term securities are valued on the basis of amortized cost. If market quotations, official closing prices, or information furnished by a pricing service are not readily available or, in the Adviser's opinion, are deemed unreliable for a security, then that security will be fair valued in good faith by the Adviser in accordance with applicable fair value pricing policies. For example, if, in the Adviser's opinion, a security's value has been materially affected by events occurring before a fund's pricing time but after the close of the exchange or market on which the security is principally traded, then that security will be fair valued in good faith by the Adviser in accordance with applicable fair value pricing policies.

Fair value pricing is based on subjective judgments and it is possible that the fair value of a security may differ materially from the value that would be realized if the security were sold.

Shareholder Information

Additional Information about the Purchase and Sale of Shares

Money Market Portfolio is a retail money market fund. Shares of the fund are available only to accounts beneficially owned by natural persons.

Money Market Portfolio will involuntarily redeem accounts that are not beneficially owned by natural persons, as determined by the fund, in order to implement the fund's eligibility requirements as a retail money market fund. Shares held by these accounts will be sold at their net asset value per share calculated on the day that the fund closes the account position.

Money Market Portfolio may impose a fee upon the sale of fund shares or may temporarily suspend the ability to sell shares if the fund's liquidity falls below required minimums because of market conditions or other factors.

Prime Money Market Portfolio and Prime Reserves Portfolio are institutional money market funds, which means that the NAV of each fund's shares will "float," fluctuating with changes in the values of each fund's portfolio securities. Each fund may impose a fee upon the sale of fund shares or may temporarily suspend the ability to sell shares if a fund's liquidity falls below required minimums because of market conditions or other factors.

Treasury Only Portfolio and Treasury Portfolio are currently closed to new investors.

As used in this prospectus, the term "shares" generally refers to the shares offered through this prospectus.

General Information

Ways to Invest

You may buy or sell shares through a retirement account or an investment professional. When you invest through a retirement account or an investment professional, the procedures for buying, selling, and exchanging shares and the account features, policies, and fees may differ. Additional fees may apply to your investment in shares, including a transaction fee if you buy or sell shares through a broker or other investment professional.

Information on Placing Orders

You should include the following information with any order:

- Your name
- Your account number
- Type of transaction requested
- Name(s) of fund(s) and class(es)
- Dollar amount or number of shares

Certain methods of contacting Fidelity may be unavailable or delayed (for example, during periods of unusual market activity). In addition, the level and type of service available may be restricted.

Frequent Purchases and Redemptions

A fund may reject for any reason, or cancel as permitted or required by law, any purchase or exchange, including transactions deemed to represent excessive trading, at any time.

Excessive trading of fund shares can harm shareholders in various ways, including reducing the returns to long-term shareholders by increasing costs to a fund (such as spreads paid to dealers who sell money market instruments to a fund) and disrupting portfolio management strategies.

The Adviser anticipates that shares of each fund will be purchased and sold frequently because a money market fund is designed to offer a liquid cash option. Accordingly, the Board of Trustees has not adopted policies and procedures designed to discourage excessive trading of fund shares and each fund accommodates frequent trading.

Each fund has no limit on purchase or exchange transactions, to the extent exchange transactions are permitted by the fund, but may in its discretion restrict, reject, or cancel any purchases that, in the Adviser's opinion, may be disruptive to the management of the fund or otherwise not be in the fund's interests.

Each fund reserves the right at any time to restrict purchases or exchanges or impose conditions that are more restrictive on excessive trading than those stated in this prospectus.

Buying Shares

Eligibility

Shares are generally available only to investors residing in the United States.

Shares of Money Market Portfolio, which is a retail money market fund, are available only to accounts beneficially owned by natural persons.

Investors may be required to demonstrate eligibility to buy shares of the fund before an investment is accepted.

Effective the close of business on March 31, 2020, new positions in Treasury Only Portfolio (the fund) may no longer be opened. Shareholders of the fund on that date may continue to add to their fund positions existing on that date. Investors who did not own shares of the fund on March 31, 2020, generally will not be allowed to buy shares of the fund except that new fund positions may be opened: 1) by participants in most group employer retirement plans (and their successor plans) if the fund had been established (or was in the process of being established) as an investment option under the plans (or under another plan sponsored by the same employer) by March 31, 2020, 2) by participants in a 401(a) plan covered by a master record keeping services agreement between Fidelity and a national federation of employers that included the fund as a core investment option, 3) for accounts managed on a discretionary basis by certain registered investment advisers that have discretionary assets of at least $500 million invested in mutual funds and have included the fund in their discretionary account program since

March 31, 2020, 4) by a mutual fund or a qualified tuition program for which FMR or an affiliate serves as investment manager, 5) by a portfolio manager of the fund, and 6) by a fee deferral plan offered to trustees of certain Fidelity funds, if the fund is an investment option under the plan. These restrictions generally will apply to investments made directly with Fidelity and investments made through intermediaries. Investors may be required to demonstrate eligibility to buy shares of the fund before an investment is accepted.

Effective the close of business on March 31, 2020, new positions in Treasury Portfolio (the fund) may no longer be opened. Shareholders of the fund on that date may continue to add to their fund positions existing on that date. Investors who did not own shares of the fund on March 31, 2020, generally will not be allowed to buy shares of the fund except that new fund positions may be opened: 1) by participants in most group employer retirement plans (and their successor plans) if the fund had been established (or was in the process of being established) as an investment option under the plans (or under another plan sponsored by the same employer) by March 31, 2020, 2) by participants in a 401(a) plan covered by a master record keeping services agreement between Fidelity and a national federation of employers that included the fund as a core investment option, 3) for accounts managed on a discretionary basis by certain registered investment advisers that have discretionary assets of at least $500 million invested in mutual funds and have included the fund in their discretionary account program since March 31, 2020, 4) by a mutual fund or a qualified tuition program for which FMR or an affiliate serves as investment manager, 5) by a portfolio manager of the fund, and 6) by a fee deferral plan offered to trustees of certain Fidelity funds, if the fund is an investment option under the plan. These restrictions generally will apply to investments made directly with Fidelity and investments made through intermediaries. Investors may be required to demonstrate eligibility to buy shares of the fund before an investment is accepted.

Minimum Waivers

There is no minimum balance or purchase minimum for mutual funds, qualified tuition programs, accounts for which Fidelity serves as investment manager, or certain programs offered to clients of Fidelity Personal and Workplace Advisors or its affiliates.

Price to Buy

The price to buy one share is its NAV. Shares are sold without a sales charge.

Shares will be bought at the NAV next calculated after an order is received in proper form.

It is the responsibility of your investment professional to transmit your order to buy shares to Fidelity before the close of business on the day you place your order.

Each fund has authorized certain intermediaries to accept orders to buy shares on its behalf. When authorized intermediaries receive an order in proper form, the order is considered as being placed with the fund, and shares will be bought

at the NAV next calculated after the order is received by the authorized intermediary. If applicable, orders by funds of funds for which Fidelity serves as investment manager will be treated as received by the fund at the same time that the corresponding orders are received in proper form by the funds of funds.

Each fund may stop offering shares completely or may offer shares only on a limited basis, for a period of time or permanently, including, if applicable, periods when redemptions are suspended.

If your payment is not received and collected, your purchase may be canceled and you could be liable for any losses or fees a fund or Fidelity has incurred.

If when you place your wire purchase order you indicate that Fidelity will receive your wire that day, your wire must be received in proper form by Fidelity at the applicable fund's designated wire bank before the close of the Federal Reserve Wire System on the day of purchase.

Shares can be bought or sold through investment professionals using an automated order placement and settlement system that guarantees payment for orders on a specified date.

Under applicable anti-money laundering rules and other regulations, purchase orders may be suspended, restricted, or canceled and the monies may be withheld.

Selling Shares

The price to sell one share is its NAV.

Except for Prime Reserves Portfolio, shares will be sold at the NAV next calculated after an order is received in proper form. Normally, Fidelity will process wire redemptions on the same business day, provided your redemption wire request is received in proper form by Fidelity before the NAV is calculated on that day. All other redemptions will normally be processed by the next business day.

For Prime Reserves Portfolio, shares will be sold at the NAV next calculated after an order is received in proper form. Normally, redemptions will be processed by the next business day, but it may take up to seven days to pay the redemption proceeds if making an immediate payment would adversely affect the fund.

It is the responsibility of your investment professional to transmit your order to sell shares to Fidelity before the close of business on the day you place your order.

Each fund has authorized certain intermediaries to accept orders to sell shares on its behalf. When authorized intermediaries receive an order in proper form, the order is considered as being placed with the fund, and shares will be sold at the NAV next calculated after the order is received by the authorized intermediary. If applicable, orders by funds of funds for which Fidelity serves as investment manager will be treated as received by the fund at the same time that the corresponding orders are received in proper form by the funds of funds.

See "Policies Concerning the Redemption of Fund Shares" below for additional redemption information.

A signature guarantee is designed to protect you and Fidelity from fraud. Fidelity

may require that your request be made in writing and include a signature guarantee in certain circumstances, such as:

- When the address on your account (record address) has changed within the last 15 days or you are requesting that a check be mailed to an address different than the record address.

- In certain situations when the redemption proceeds are being transferred to a Fidelity® account with a different registration.

You should be able to obtain a signature guarantee from a bank, broker-dealer, credit union (if authorized under state law), securities exchange or association, clearing agency, or savings association. A notary public cannot provide a signature guarantee.

When you place an order to sell shares, note the following:

- If you are selling some but not all of your shares, keep your fund balance above the required minimum to keep your fund position open, except fund positions not subject to balance minimums.

- You are advised to place your trades as early in the day as possible and to provide Fidelity with advance notice of large redemptions.

- Redemption proceeds (other than exchanges) may be delayed until money from prior purchases sufficient to cover your redemption has been received and collected.

- Although redemptions will normally be processed on the same business day, under certain circumstances redemptions may be postponed or suspended as permitted pursuant to Section 22(e) of the Investment Company Act of 1940 (1940 Act). Generally under that section, redemptions may be postponed or suspended if (i) the NYSE is closed for trading (other than weekends or holidays) or trading is restricted, (ii) an emergency exists which makes the dispatch of securities owned by a fund or the fair determination of the value of the fund's net assets not reasonably practicable, or (iii) the SEC by order permits the suspension of the right of redemption.

- Redemption proceeds may be paid in securities rather than in cash if the Adviser determines it is in the best interests of a fund.

- You will not receive interest on amounts represented by uncashed redemption checks.

- Under applicable anti-money laundering rules and other regulations, redemption requests may be suspended, restricted, canceled, or processed and the proceeds may be withheld.

Special Limitations Affecting Redemptions of Money Market Portfolio, Prime Money Market Portfolio, and Prime Reserves Portfolio:

A fund may impose liquidity fees and temporarily suspend redemptions based on the amount of fund assets that are "weekly liquid assets." Weekly liquid assets generally include cash, direct obligations of the U.S. government, certain other U.S. government or agency securities, and securities that will mature

or are subject to a demand feature that is exercisable and payable within five business days.

If, at any time, the weekly liquid assets of a fund fall below 30% of total assets and the fund's Board of Trustees determines it is in the fund's best interests, the fund may, as early as the same day, impose a liquidity fee of no more than 2% and/or temporarily suspend redemptions for up to 10 business days in any 90 day period.

If, at the end of any business day, the weekly liquid assets of a fund fall below 10% of total assets, the fund will impose a liquidity fee of 1% on all redemptions beginning on the next business day, unless the fund's Board of Trustees determines that imposing such a fee would not be in the fund's best interests or determines that a lower or higher fee (not to exceed 2%) would be in the fund's best interests. Any such fee would remain in effect until weekly liquid assets return to 30% or the fund's Board of Trustees determines that the fee is no longer in the fund's best interests. The Board of Trustees of the fund may determine that it would not be in the fund's best interests to continue operating if a fund's weekly liquid assets fall below 10% or under other circumstances, at which point, the fund may permanently suspend redemptions and liquidate.

Liquidity fees are designed to transfer the costs of liquidating fund securities from shareholders who remain in a fund to those who leave the fund during periods when liquidity is scarce. The fees are payable to the fund and any fees charged to a shareholder will fully or partially offset the gain or increase the loss realized by that shareholder upon redemption.

If liquidity fees are imposed or redemptions are suspended, a fund will notify shareholders on the fund's website or by press release.

Policies Concerning the Redemption of Fund Shares

Regardless of whether your account is held directly with a fund or through an intermediary, a fund typically expects to pay redemption proceeds on the next business day (or earlier to the extent a fund offers a same day settlement feature) following receipt of a redemption order in proper form. Proceeds from the periodic and automatic sale of shares of a Fidelity® money market fund that are used to buy shares of another Fidelity® fund are settled simultaneously. To the extent your account is held through an intermediary, it is the responsibility of your investment professional to transmit your order to sell shares to Fidelity before the close of business on the day you place your order.

As noted elsewhere, payment of redemption proceeds may take longer than the time a fund typically expects and may take up to seven days from the date of receipt of the redemption order as permitted by applicable law.

Redemption Methods Available. Generally a fund expects to pay redemption proceeds in cash. To do so, a fund typically expects to satisfy redemption requests either by using available cash (or cash equivalents) or by selling portfolio securities. On a less regular basis, a fund may also satisfy redemption

requests by utilizing one or more of the following sources, if permitted: borrowing from another Fidelity® fund; drawing on an available line or lines of credit from a bank or banks; or using reverse repurchase agreements (if authorized). These methods may be used during both normal and stressed market conditions.

In addition to paying redemption proceeds in cash, a fund reserves the right to pay part or all of your redemption proceeds in readily marketable securities instead of cash (redemption in-kind). Redemption in-kind proceeds will typically be made by delivering the selected securities to the redeeming shareholder within seven days after the receipt of the redemption order in proper form by a fund.

Converting Shares

You may convert Class I shares of a Fidelity® Investments Money Market Fund to Institutional Class shares of the same fund at any time, provided that you meet the eligibility requirements for Institutional Class. You may contact Fidelity by telephone or by mail to request a conversion.

Conversions to Institutional Class shares may not be available if your account is held through an investment professional or other financial intermediary, such as a bank, broker-dealer, insurance company, third-party administrator, or registered investment adviser. Please contact your investment professional or financial intermediary to determine if Institutional Class shares are available and to learn about other rules that may apply.

If you no longer meet the minimum balance requirements for Institutional Class, for any reason, the fund may convert your Institutional Class shares to Class I shares. Investors will be notified in writing before any such conversion to Class I shares.

A conversion will be based on the respective NAVs of the two classes, without the imposition of any fees, on the trade date of the conversion. A conversion between share classes of the same fund is a nontaxable event.

Exchanging Shares

An exchange involves the redemption of all or a portion of the shares of one fund and the purchase of shares of another fund.

Shareholders of all funds except Prime Money Market Portfolio have the privilege of exchanging shares for the same class of shares of another Fidelity® Investments Money Market Fund or for shares of other Fidelity® funds. Shareholders of Prime Money Market Portfolio do not have the privilege of exchanging shares for shares of other Fidelity® funds.

However, you should note the following policies and restrictions governing exchanges:

- Each fund may refuse any exchange purchase for any reason. For example, each fund may refuse exchange purchases by any person or group if, in the Adviser's judgment, the fund would be unable to invest the money effectively in accordance with its investment objective

and policies, or would otherwise potentially be adversely affected.

- Before any exchange, read the prospectus for the shares you are purchasing, including any purchase and sale requirements.

- The shares you are acquiring by exchange must be available for sale in your state.

- Exchanges may have tax consequences for you.

- If you are exchanging between accounts that are not registered in the same name, address, and taxpayer identification number (TIN), there may be additional requirements.

- Under applicable anti-money laundering rules and other regulations, exchange requests may be suspended, restricted, canceled, or processed and the proceeds may be withheld.

The funds may terminate or modify exchange privileges in the future.

Other funds may have different exchange restrictions and minimums. Check each fund's prospectus for details.

Account Features and Policies

Features

The following features may be available to buy and sell shares of a fund. Investors in Prime Money Market Portfolio may transact only by wire transfer. Visit www.fidelity.com or institutional.fidelity.com, or contact your investment professional for more information.

Electronic Funds Transfer (Fidelity Money Line®): electronic money movement through the Automated Clearing House

- To transfer money between a bank account and your fund account.
- You can use electronic funds transfer to:
  - Make periodic (automatic) purchases of shares.
  - Make periodic (automatic) redemptions of shares.

Wire: electronic money movement through the Federal Reserve wire system

- To transfer money between a bank account and your fund account.

Policies

The following apply to you as a shareholder.

Statements that Fidelity sends to you, if applicable, include the following:

- Confirmation statements (after transactions affecting your fund balance except reinvestment of distributions in the fund).

- Monthly or quarterly account statements (detailing fund balances and all transactions completed during the prior month or quarter).

You may initiate many **transactions by telephone or electronically.** Fidelity will not be responsible for any loss, cost, expense, or other liability resulting from unauthorized transactions if it follows reasonable security procedures designed to verify the identity of the investor. Fidelity will request personalized security codes or other information, and may also record calls. For transactions conducted through the Internet, Fidelity recommends the use of an Internet browser with 128-bit encryption. You should verify the accuracy of your confirmation statements upon receipt and notify Fidelity immediately of any discrepancies in your account activity. If you do not want the ability to sell and exchange by telephone, call Fidelity for instructions. Additional documentation may be required from corporations, associations, and certain fiduciaries.

When you sign your **account application,** you will be asked to certify that your social security or taxpayer identification number (TIN) is correct and that you are not subject to backup withholding for failing to report income to the IRS. If you violate IRS regulations, the IRS can require a fund to withhold an amount subject to the applicable backup withholding rate from your taxable distributions and redemptions.

You may also be asked to provide additional information in order for Fidelity to verify your identity in accordance with requirements under anti-money laundering regulations. Accounts may be restricted and/or closed, and the monies withheld, pending verification of this information or as otherwise required under these and other federal regulations. In addition, each fund reserves the right to involuntarily redeem an account in the case of: (i) actual or suspected threatening conduct or actual or suspected fraudulent, illegal or suspicious activity by the account owner or any other individual associated with the account; or (ii) the failure of the account owner to provide information to the funds related to opening the accounts. Your shares will be sold at the NAV, minus any applicable shareholder fees, calculated on the day Fidelity closes your fund position.

If your **fund balance** falls below $10 million worth of shares for any reason and you do not increase your balance, Fidelity may sell all of your shares and send the proceeds to you after providing you with at least 30 days' notice to reestablish the minimum balance. Your shares will be sold at the NAV, minus any applicable shareholder fees, on the day Fidelity closes your fund position. Certain fund positions are not subject to these balance requirements and will not be closed for failure to maintain a minimum balance.

Fidelity may charge a **fee for certain services,** such as providing historical account documents.

Dividends and Capital Gain Distributions

Each fund earns interest, dividends, and other income from its investments, and distributes this income (less expenses) to shareholders as dividends. Each fund may also realize capital gains from its

investments, and distributes these gains (less losses), if any, to shareholders as capital gain distributions.

Distributions from a money market fund consist primarily of dividends. A money market fund normally declares dividends daily and pays them monthly.

Dividends declared for each of Government Portfolio, Money Market Portfolio, and Treasury Portfolio are based on estimates of income for the fund. Actual income may differ from estimates, and differences, if any, will be included in the calculation of subsequent dividends.

You may request to have dividends redeemed from an account closed during the month paid when the account is closed. A fund reserves the right to limit this service.

Earning Dividends

A fund processes purchase and redemption requests only on days it is open for business.

Shares purchased by a wire order prior to 2:00 p.m. Eastern time for Treasury Only Portfolio, prior to 3:00 p.m. Eastern time for Prime Money Market Portfolio, or prior to 5:00 p.m. Eastern time for Government Portfolio, Money Market Portfolio, and Treasury Portfolio, with receipt of the wire in proper form before the close of the Federal Reserve Wire System on that day, generally begin to earn dividends on the day of purchase.

Except for Prime Money Market Portfolio shares, shares purchased by all other orders generally begin to earn dividends on the first business day following the day of purchase.

Shares redeemed by a wire order prior to 2:00 p.m. Eastern time for Treasury Only Portfolio, prior to 3:00 p.m. Eastern time for Prime Money Market Portfolio, or prior to 5:00 p.m. Eastern time for Government Portfolio, Money Market Portfolio, and Treasury Portfolio generally earn dividends through the day prior to the day of redemption.

Except for Prime Money Market Portfolio shares, shares redeemed by all other orders generally earn dividends until, but not including, the next business day following the day of redemption.

Exchange requests will be processed only when both funds are open for business.

Money market funds that allow wire purchases reserve the right to change the time of day by which wire purchase and redemption orders for shares must be placed for purposes of earning dividends.

Distribution Options

When you open an account, specify on your application how you want to receive your distributions. The following distribution options are available:

1. Reinvestment Option. Any dividends and capital gain distributions will be automatically reinvested in additional shares. If you do not indicate a choice on your application, you will be assigned this option.

2. Cash Option. Any dividends and capital gain distributions will be paid in cash.

3. Directed Dividends® Option. Any dividends will be automatically invested in shares of another identically registered Fidelity® fund. Any capital gain distributions will be automatically invested in shares of another identically registered Fidelity® fund, automatically reinvested in additional shares of the fund, or paid in cash.

Not all distribution options may be available for every account and certain restrictions may apply. If the option you prefer is not listed on your account application, or if you want to change your current option, contact your investment professional directly or call Fidelity.

If you elect to receive distributions paid in cash by check and the U.S. Postal Service does not deliver your checks, your distribution option may be converted to the Reinvestment Option. You will not receive interest on amounts represented by uncashed distribution checks.

Tax Consequences

As with any investment, your investment in a fund could have tax consequences for you. If you are not investing through a tax-advantaged retirement account, you should consider these tax consequences.

Distributions you receive from each fund are subject to federal income tax, and may also be subject to state or local taxes. A portion of Government Portfolio's, Treasury Only Portfolio's, and Treasury Portfolio's dividends may be exempt from state and local taxation to the extent that they are derived from certain U.S. Government securities and meet certain requirements.

For federal tax purposes, certain of each fund's distributions, including dividends and distributions of short-term capital gains, are taxable to you as ordinary income, while certain of each fund's distributions, including distributions of long-term capital gains, if any, are taxable to you generally as capital gains. Because each fund's income is primarily derived from interest, dividends from each fund generally will not qualify for the long-term capital gains tax rates available to individuals.

Any taxable distributions you receive from a fund will normally be taxable to you when you receive them, regardless of your distribution option. If you elect to receive distributions in cash or to invest distributions automatically in Institutional Class shares of another Fidelity® fund, you will receive certain December distributions in January, but those distributions will be taxable as if you received them on December 31.

Redemptions, including exchanges, from Prime Money Market Portfolio or Prime Reserves Portfolio may result in a capital gain or loss for federal tax purposes. A capital gain or loss on your investment in Prime Money Market Portfolio or Prime Reserves Portfolio generally is the difference between the cost of your shares and the price you receive (net of any liquidity fees imposed) when you sell them.

Fund Services

Fund Management

Each fund is a mutual fund, an investment that pools shareholders' money and invests it toward a specified goal.

Adviser

FMR. The Adviser is each fund's manager. The address of the Adviser is 245 Summer Street, Boston, Massachusetts 02210.

As of January 1, 2020, the Adviser had approximately $2.6 trillion in discretionary assets under management, and as of December 31, 2019, approximately $3.2 trillion when combined with all of its affiliates' assets under management.

As the manager, the Adviser has overall responsibility for directing each fund's investments and handling its business affairs.

Sub-Adviser(s)

FMR Investment Management (UK) Limited (FMR UK), at 1 St. Martin's Le Grand, London, EC1A 4AS, United Kingdom, serves as a sub-adviser for each fund. As of December 31, 2019, FMR UK had approximately $23.9 billion in discretionary assets under management. FMR UK may provide investment research and advice on issuers based outside the United States and may also provide investment advisory services for each fund. FMR UK is an affiliate of the Adviser.

Fidelity Management & Research (Hong Kong) Limited (FMR H.K.), at Floor 19, 41 Connaught Road Central, Hong Kong, serves as a sub-adviser for each fund. As of December 31, 2019, FMR H.K. had approximately $16.5 billion in discretionary assets under management. FMR H.K. may provide investment research and advice on issuers based outside the United States and may also provide investment advisory services for each fund. FMR H.K. is an affiliate of the Adviser.

Fidelity Management & Research (Japan) Limited (FMR Japan), at Kamiyacho Prime Place, 1-17, Toranomon-4-Chome, Minato-ku, Tokyo, Japan, serves as a sub-adviser for each fund. FMR Japan was organized in 2008 to provide investment research and advice on issuers based outside the United States. FMR Japan may provide investment research and advice on issuers based outside the United States and may also provide investment advisory services for each fund. FMR Japan is an affiliate of the Adviser.

From time to time a manager, analyst, or other Fidelity employee may express views regarding a particular company, security, industry, or market sector. The views expressed by any such person are the views of only that individual as of the time expressed and do not necessarily represent the views of Fidelity or any other person in the Fidelity organization. Any such views are subject to change at any time based upon market or other conditions and Fidelity disclaims any responsibility to update such views. These views may not be relied on as investment advice and, because investment decisions for a Fidelity® fund are based on numerous factors, may not be relied on as an indication of trading intent on behalf of any Fidelity® fund.

Advisory Fee(s)

Each fund pays a management fee to the Adviser. The management fee is calculated and paid to the Adviser every month.

Each fund's annual management fee rate is 0.14% of its average net assets.

The Adviser pays FMR UK, FMR H.K., and FMR Japan for providing sub-advisory services.

The basis for the Board of Trustees approving the management contract and sub-advisory agreements for each fund is available in each fund's semi-annual report for the fiscal period ended September 30, 2019.

From time to time, the Adviser or its affiliates may agree to reimburse or waive certain fund expenses while retaining the ability to be repaid if expenses fall below the specified limit prior to the end of the fiscal year.

Reimbursement or waiver arrangements can decrease expenses and boost performance.

Fund Distribution

Each fund is composed of multiple classes of shares. All classes of a fund have a common investment objective and investment portfolio.

FDC distributes Institutional Class shares.

Intermediaries may receive from the Adviser, FDC, and/or their affiliates compensation for their services intended to result in the sale of Institutional Class shares. This compensation may take the form of payments for additional distribution-related activities and/or shareholder services and payments for educational seminars and training, including seminars sponsored by Fidelity, or by an intermediary. These payments are described in more detail in this section and in the statement of additional information (SAI).

Distribution and Service Plan(s)

Please speak with your investment professional to learn more about any payments his or her firm may receive from the Adviser, FDC, and/or their affiliates, as well as fees and/or commissions the investment professional charges. You should also consult disclosures made by your investment professional at the time of purchase.

Institutional Class of each fund has adopted a Distribution and Service Plan pursuant to Rule 12b-1 under the 1940 Act that recognizes that the Adviser may use its management fee revenues, as well as its past profits or its resources from any other source, to pay FDC for expenses incurred in connection with providing services intended to result in the sale of Institutional Class shares and/or shareholder support services. The Adviser, directly or through FDC, may pay significant amounts to intermediaries that provide those services. Currently, the Board of Trustees of each fund has authorized such payments for Institutional Class.

If payments made by the Adviser to FDC or to intermediaries under a Distribution and Service Plan were considered to be paid out of Institutional Class's assets on

an ongoing basis, they might increase the cost of your investment and might cost you more than paying other types of sales charges.

No dealer, sales representative, or any other person has been authorized to give any information or to make any representations, other than those contained in this prospectus and in the related SAI, in connection with the offer contained in this prospectus. If given or made, such other information or representations must not be relied upon as having been authorized by the funds or FDC. This prospectus and the related SAI do not constitute an offer by the funds or by FDC to sell shares of the funds to or to buy shares of the funds from any person to whom it is unlawful to make such offer.

Appendix

Financial Highlights

Financial Highlights are intended to help you understand the financial history of fund shares for the past 5 years (or, if shorter, the period of operations). Certain information reflects financial results for a single share. The total returns in the table represent the rate that an investor would have earned (or lost) on an investment in shares (assuming reinvestment of all dividends and distributions). The annual information has been audited by Deloitte & Touche LLP, independent registered public accounting firm, whose report, along with fund financial statements, is included in the annual report. Annual reports are available for free upon request.

Government Portfolio Institutional Class

Years ended March 31,	2020	2019	2018	2017	2016
Selected Per–Share Data					
Net asset value, beginning of period	$ 1.00	$ 1.00	$ 1.00	$ 1.00	$ 1.00
Income from Investment Operations					
Net investment income (loss)	.019	.020	.010	.004	.001
Net realized and unrealized gain (loss)[A]	–	–	–	–	–
Total from investment operations	.019	.020	.010	.004	.001
Distributions from net investment income	(.019)	(.020)	(.010)	(.004)	(.001)
Total distributions	(.019)	(.020)	(.010)	(.004)	(.001)
Net asset value, end of period	$ 1.00	$ 1.00	$ 1.00	$ 1.00	$ 1.00
Total Return[B]	1.87%	2.01%	.99%	.35%	.08%
Ratios to Average Net Assets[C]					
Expenses before reductions	.18%	.18%	.18%	.18%	.18%
Expenses net of fee waivers, if any	.14%	.14%	.14%	.14%	.14%
Expenses net of all reductions	.14%	.14%	.14%	.14%	.14%
Net investment income (loss)	1.81%	2.00%	.99%	.37%	.10%
Supplemental Data					
Net assets, end of period (in millions)	$ 122,312	$ 75,150	$ 64,695	$ 58,310	$ 19,281

A Amount represents less than $.0005 per share.

B Total returns would have been lower if certain expenses had not been reduced during the applicable periods shown.

C Expense ratios reflect operating expenses of the class. Expenses before reductions do not reflect amounts reimbursed or waived or reductions from expense offset arrangements and do not represent the amount paid by the class during periods when reimbursements, waivers or reductions occur. Expenses net of fee waivers reflect expenses after reimbursement and waivers but prior to reductions from expense offset arrangements. Expenses net of all reductions represent the net expenses paid by the class.

Money Market Portfolio Institutional Class

Years ended March 31,	2020	2019	2018	2017	2016
Selected Per–Share Data					
Net asset value, beginning of period	$ 1.00	$ 1.00	$ 1.00	$ 1.00	$ 1.00
Income from Investment Operations					
Net investment income (loss)	.020	.022	.013	.007	.002
Net realized and unrealized gain (loss)	–[A]	.001	–[A]	–[A]	–[A]
Total from investment operations	.020	.023	.013	.007	.002
Distributions from net investment income	(.020)	(.023)	(.013)	(.007)	(.002)
Total distributions	(.020)	(.023)	(.013)	(.007)	(.002)
Net asset value, end of period	$ 1.00	$ 1.00	$ 1.00	$ 1.00	$ 1.00
Total Return[B]	2.05%	2.28%	1.33%	.67%	.22%
Ratios to Average Net Assets[C]					
Expenses before reductions	.18%	.18%	.18%	.18%	.18%
Expenses net of fee waivers, if any	.14%	.14%	.14%	.14%	.14%
Expenses net of all reductions	.14%	.14%	.14%	.14%	.14%
Net investment income (loss)	2.00%	2.29%	1.35%	.60%	.21%
Supplemental Data					
Net assets, end of period (in millions)	$ 35,852	$ 33,002	$ 15,913	$ 10,043	$ 21,863

A Amount represents less than $.0005 per share.

B Total returns would have been lower if certain expenses had not been reduced during the applicable periods shown.

C Expense ratios reflect operating expenses of the class. Expenses before reductions do not reflect amounts reimbursed or waived or reductions from expense offset arrangements and do not represent the amount paid by the class during periods when reimbursements, waivers or reductions occur. Expenses net of fee waivers reflect expenses after reimbursement and waivers but prior to reductions from expense offset arrangements. Expenses net of all reductions represent the net expenses paid by the class.

Prime Money Market Portfolio Institutional Class

Years ended March 31,	2020	2019	2018	2017 [A]	2016
Selected Per–Share Data					
Net asset value, beginning of period	$ 1.0003	$ 1.0002	$ 1.0004	$ 1.0000	$ 1.00
Income from Investment Operations					
Net investment income (loss)	.0199	.0219	.0126	.0060	.002
Net realized and unrealized gain (loss)	(.0002)	.0001	(.0002)	.0006	–[B]
Total from investment operations	.0197	.0220	.0124	.0066	.002
Distributions from net investment income	(.0199)	(.0219)	(.0126)	(.0060)	(.002)
Distributions from net realized gain	–	–	–	(.0002)	–
Total distributions	(.0199)	(.0219)	(.0126)	(.0062)	(.002)
Net asset value, end of period	$ 1.0001	$ 1.0003	$ 1.0002	$ 1.0004	$ 1.00
Total Return [C]	1.98%	2.24%	1.25%	.66%	.21%
Ratios to Average Net Assets [D]					
Expenses before reductions	.18%	.18%	.18%	.18%	.18%
Expenses net of fee waivers, if any	.14%	.14%	.14%	.14%	.14%
Expenses net of all reductions	.14%	.14%	.14%	.14%	.14%
Net investment income (loss)	2.01%	2.18%	1.28%	.49%	.22%
Supplemental Data					
Net assets, end of period (in millions)	$ 5,104	$ 8,238	$ 10,909	$ 9,346	$ 46,487

A Beginning October 3, 2016 the Fund began selling and redeeming class shares based upon the market-based value of the securities held rounded to the fourth decimal place; a "floating" net asset value.

B Amount represents less than $.00005 or $.0005 per share.

C Total returns would have been lower if certain expenses had not been reduced during the applicable periods shown.

D Expense ratios reflect operating expenses of the class. Expenses before reductions do not reflect amounts reimbursed or waived or reductions from expense offset arrangements and do not represent the amount paid by the class during periods when reimbursements, waivers or reductions occur. Expenses net of fee waivers reflect expenses after reimbursement and waivers but prior to reductions from expense offset arrangements. Expenses net of all reductions represent the net expenses paid by the class.

Prime Reserves Portfolio Institutional Class

Years ended March 31,	2020	2019	2018	2017 [A,B]
Selected Per–Share Data				
Net asset value, beginning of period	$ 1.0003	$ 1.0001	$ 1.0002	$ 1.0000
Income from Investment Operations				
Net investment income (loss)	.0200	.0221	.0127	.0050
Net realized and unrealized gain (loss)	(.0002)	.0002	(.0001)	.0002
Total from investment operations	.0198	.0223	.0126	.0052
Distributions from net investment income	(.0200)	(.0221)	(.0127)	(.0050)
Total distributions	(.0200)	(.0221)	(.0127)	(.0050)
Net asset value, end of period	$ 1.0001	$ 1.0003	$ 1.0001	$ 1.0002
Total Return [C,D]	2.00%	2.25%	1.27%	.52%
Ratios to Average Net Assets [E]				
Expenses before reductions	.19%	.19%	.19%	.24% [F]
Expenses net of fee waivers, if any	.14%	.14%	.14%	.14% [F]
Expenses net of all reductions	.14%	.14%	.14%	.14% [F]
Net investment income (loss)	1.98%	2.24%	1.33%	.72% [F]
Supplemental Data				
Net assets, end of period (in millions)	$ 3,486	$ 4,140	$ 2,429	$ 965

A For the period June 2, 2016 (commencement of operations) to March 31, 2017.

B Beginning October 3, 2016 the Fund began selling and redeeming class shares based upon the market-based value of the securities held rounded to the fourth decimal place; a "floating" net asset value.

C Total returns for periods of less than one year are not annualized.

D Total returns would have been lower if certain expenses had not been reduced during the applicable periods shown.

E Expense ratios reflect operating expenses of the class. Expenses before reductions do not reflect amounts reimbursed or waived or reductions from expense offset arrangements and do not represent the amount paid by the class during periods when reimbursements, waivers or reductions occur. Expense ratios before reductions for start-up periods may not be representative of longer-term operating periods. Expenses net of fee waivers reflect expenses after reimbursement and waivers but prior to reductions from expense offset arrangements. Expenses net of all reductions represent the net expenses paid by the class.

F Annualized

Treasury Only Portfolio Institutional Class

Years ended March 31,	2020	2019	2018	2017	2016
Selected Per–Share Data					
Net asset value, beginning of period	$ 1.00	$ 1.00	$ 1.00	$ 1.00	$ 1.00
Income from Investment Operations					
Net investment income (loss)	.018	.020	.010	.003	.001
Net realized and unrealized gain (loss)[A]	–	–	–	–	–
Total from investment operations	.018	.020	.010	.003	.001
Distributions from net investment income	(.018)	(.020)	(.010)	(.003)	(.001)
Total distributions	(.018)	(.020)	(.010)	(.003)	(.001)
Net asset value, end of period	$ 1.00	$ 1.00	$ 1.00	$ 1.00	$ 1.00
Total Return[B]	1.84%	2.00%	.97%	.27%	.05%
Ratios to Average Net Assets[C]					
Expenses before reductions	.19%	.18%	.18%	.18%	.18%
Expenses net of fee waivers, if any	.14%	.14%	.14%	.14%	.12%
Expenses net of all reductions	.14%	.14%	.14%	.14%	.12%
Net investment income (loss)	1.76%	2.01%	.97%	.28%	.04%
Supplemental Data					
Net assets, end of period (in millions)	$ 26,551	$ 11,774	$ 6,631	$ 4,894	$ 1,932

A Amount represents less than $.0005 per share.

B Total returns would have been lower if certain expenses had not been reduced during the applicable periods shown.

C Expense ratios reflect operating expenses of the class. Expenses before reductions do not reflect amounts reimbursed or waived or reductions from expense offset arrangements and do not represent the amount paid by the class during periods when reimbursements, waivers or reductions occur. Expense ratios before reductions for start-up periods may not be representative of longer-term operating periods. Expenses net of fee waivers reflect expenses after reimbursement and waivers but prior to reductions from expense offset arrangements. Expenses net of all reductions represent the net expenses paid by the class.

Treasury Portfolio Institutional Class

Years ended March 31,	2020	2019	2018	2017	2016
Selected Per–Share Data					
Net asset value, beginning of period	$ 1.00	$ 1.00	$ 1.00	$ 1.00	$ 1.00
Income from Investment Operations					
Net investment income (loss)	.018	.020	.010	.003	.001
Net realized and unrealized gain (loss)[A]	–	–	–	–	–
Total from investment operations	.018	.020	.010	.003	.001
Distributions from net investment income	(.018)	(.020)	(.010)	(.003)	(.001)
Total distributions	(.018)	(.020)	(.010)	(.003)	(.001)
Net asset value, end of period	$ 1.00	$ 1.00	$ 1.00	$ 1.00	$ 1.00
Total Return[B]	1.86%	2.00%	.99%	.31%	.07%
Ratios to Average Net Assets[C]					
Expenses before reductions	.18%	.18%	.18%	.18%	.18%
Expenses net of fee waivers, if any	.14%	.14%	.14%	.14%	.13%
Expenses net of all reductions	.14%	.14%	.14%	.14%	.13%
Net investment income (loss)	1.81%	2.00%	1.00%	.31%	.11%
Supplemental Data					
Net assets, end of period (in millions)	$ 19,926	$ 10,505	$ 11,044	$ 6,645	$ 3,205

A Amount represents less than $.0005 per share.

B Total returns would have been lower if certain expenses had not been reduced during the applicable periods shown.

C Expense ratios reflect operating expenses of the class. Expenses before reductions do not reflect amounts reimbursed or waived or reductions from expense offset arrangements and do not represent the amount paid by the class during periods when reimbursements, waivers or reductions occur. Expenses net of fee waivers reflect expenses after reimbursement and waivers but prior to reductions from expense offset arrangements. Expenses net of all reductions represent the net expenses paid by the class.

IMPORTANT INFORMATION ABOUT OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT ACT), requires all financial institutions to obtain, verify, and record information that identifies each person or entity that opens an account.

For individual investors opening an account: When you open an account, you will be asked for your name, address, date of birth, and other information that will allow Fidelity to identify you. You may also be asked to provide documents that may help to establish your identity, such as your driver's license.

For investors other than individuals: When you open an account, you will be asked for the name of the entity, its principal place of business and taxpayer identification number (TIN). You will be asked to provide information about the entity's control person and beneficial owners, and person(s) with authority over the account, including name, address, date of birth and social security number. You may also be asked to provide documents, such as drivers' licenses, articles of incorporation, trust instruments or partnership agreements and other information that will help Fidelity identify the entity.

You can obtain additional information about the funds. A description of each fund's policies and procedures for disclosing its holdings is available in the funds' SAI and on Fidelity's web sites. The SAI also includes more detailed information about each fund and its investments. The SAI is incorporated herein by reference (legally forms a part of the prospectus). Each fund's annual and semi-annual reports also include additional information.

For a free copy of any of these documents or to request other information or ask questions about a fund, call Fidelity at 1-877-297-2952. In addition, you may visit Fidelity's web site at www.fidelity.com or institutional.fidelity.com for a free copy of a prospectus, SAI, or annual or semi-annual report or to request other information.

The SAI, the funds' annual and semi-annual reports and other related materials are available from the Electronic Data Gathering, Analysis, and Retrieval (EDGAR) Database on the SEC's web site (http://www.sec.gov). You can obtain copies of this information, after paying a duplicating fee, by sending a request by e-mail to publicinfo@sec.gov or by writing the Public Reference Section of the SEC, Washington, D.C. 20549-1520. You can also review and copy information about the funds, including the funds' SAI, at the SEC's Public Reference Room in Washington, D.C. Call 1-202-551-8090 for information on the operation of the SEC's Public Reference Room.

Investment Company Act of 1940, File Number, 811-03320

FDC is a member of the Securities Investor Protection Corporation (SIPC). You may obtain information about SIPC, including the SIPC brochure, by visiting www.sipc.org or calling SIPC at 202-371-8300.

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ICS
INSURED CASH SWEEP



Safety. Return. Freedom.

Access Multi-Million-Dollar FDIC Insurance on Public Funds

Through ICS®, the Insured Cash Sweep® service, your public unit can access multi-million-dollar FDIC insurance on funds placed into demand deposit accounts.

What is ICS?

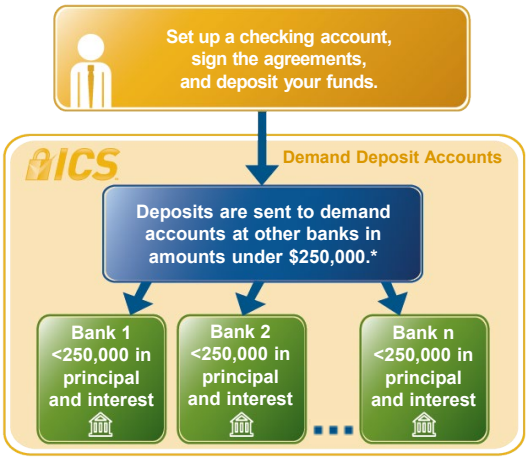
Through ICS, you can:

- **Enjoy peace of mind**
  ICS funds are eligible for multi-million-dollar FDIC insurance that's backed by the full faith and credit of the United States government.
- **Earn interest**
  Put excess cash balances to work.
- **Save time**
  By providing access to FDIC insurance through a single bank relationship, ICS can help your public unit comply with investment policy mandates. And with access to FDIC insurance, you can reduce any ongoing collateral-tracking requirements. This means you can spend more time accomplishing your public unit's goals.
- **Access funds**
  Enjoy unlimited program withdrawals on demand deposit accounts.
- **Support your community**
  Feel good knowing that the full amount of your funds placed through ICS can stay local to support lending opportunities that build a stronger community.

Simply put, with ICS, you can have it all.

How does ICS work?

Work directly with just us – an institution you already know and trust – to access coverage from many, and know that your confidential information remains protected.



* The standard FDIC insurance maximum is $250,000 per insured capacity, per bank.

CADENCE BANK

Cadence Bank, Member FDIC.
Placement of your funds through the ICS service is subject to the terms, conditions, and disclosures set forth in the agreements you enter into with us, including the ICS Deposit Placement Agreement. ICS allows unlimited program withdrawals only when using the ICS demand option. Limits and customer eligibility criteria apply. If you are subject to restrictions with respect to the placement of funds in depository institutions, it is your responsibility to determine whether the placement of your funds through ICS, or a particular ICS transaction, satisfies those restrictions. ICS and Insured Cash Sweep are registered service marks of Promontory Interfinancial Network, LLC. Public Fund 0414

Using ICS® for Public Funds

in the State of Texas

Tex. Gov't Code § 2256.009 (2010):

§ 2256.009. Authorized Investments: Obligations of, or Guaranteed by, Governmental Entities

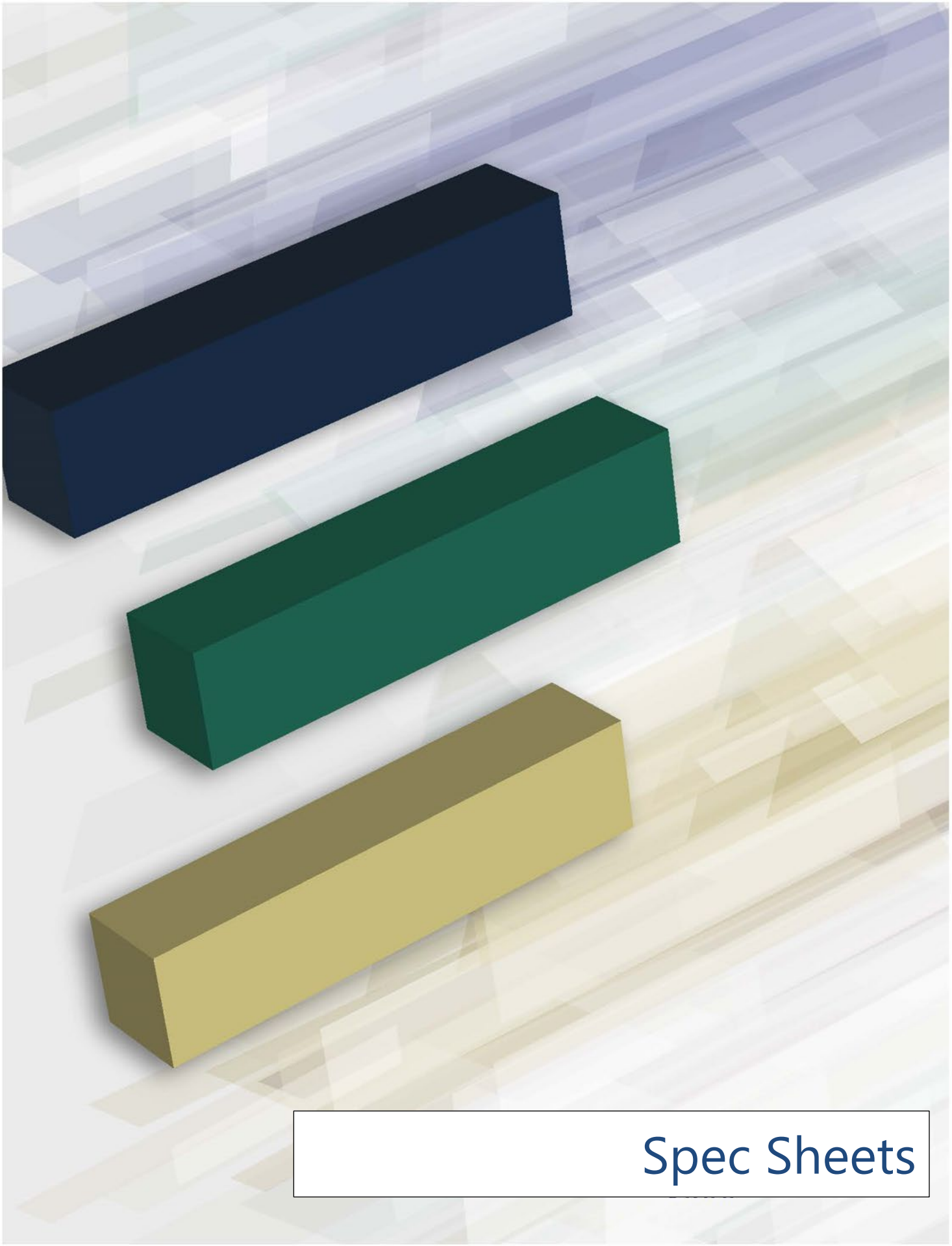
(a) Except as provided by Subsection (b), the following are authorized investments under this subchapter:

* * *

(4) other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, this state or the United States or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States;

The Texas Attorney General ruled in Opinion No. GA-0834, January 12, 2011:

“While a local governmental body may "invest" its funds in money market deposit accounts under chapter 2256, Government Code, the Public Funds Investment Act, those funds are governed, when they exceed the maximum amount insured under federal law, by chapter 2257, Government Code, the Public Funds Collateral Act.”



Spec Sheets

CONTROLLED DISBURSEMENT - CHECK MICR PRINTING SPECIFICATIONS

CLIENT INFORMATION

CLIENT NAME			
STREET ADDRESS	CITY	STATE	ZIP CODE

NOTE: No conditional terms should appear on the check without prior written approval.

NO._____ 61-400/622

DATE_____

PAY TO THE ORDER OF: _____ $ _____

_____ DOLLARS

CADENCE BANK, N.A.

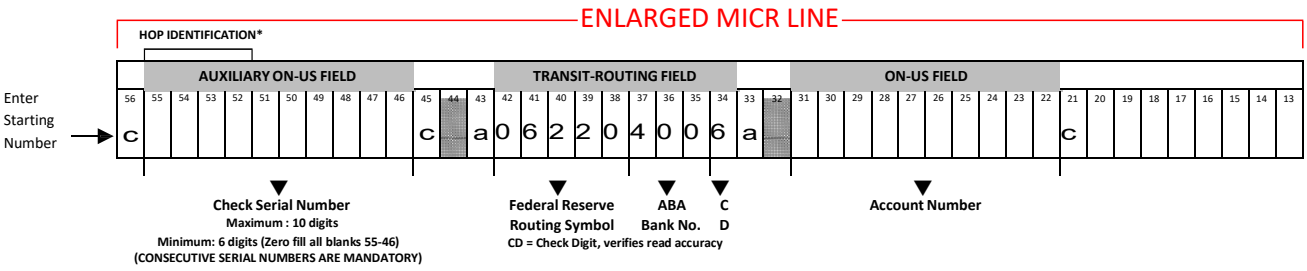
_____

_____

_____

56 55 54 53 52 51 50 49 48 47 46 45 44 43 42 41 40 39 38 37 36 35 34 33 32 31 30 29 28 27 26 25 24 23 22 21 20 19 18 17 16 15 14 13

c c a 0 6 2 2 0 4 0 0 6 a c



*CHECK SEQUENCE NUMBER OPTIONS

Vendor: Zero Fill Unused Positions.

☐ 10-digit consecutive check number; enter ########## in positions 55-46 above.

☐ 4-digit Fixed Identification and 6-digit consecutive check number.

High Order Prefix (HHHH):

Enter the High Order Prefix in positions 55-52 and ###### in positions 51-46.

Note: Separate Check MICR Printing Specifications forms are required for each High Order Prefix (HOP) Identification. Consecutive serial numbers are MANDATORY, starting number is .

CLIENT/VENDOR INSTRUCTIONS

Test Procedures (Including reprints):
Test documents must be provided to the bank for readability testing EACH TIME the document is manufactured. Forward twenty-five (25) VOIDED check samples to:

Cadence Bank, N.A.
Item Processing Department
Attn: Judy Malone or Lorie Deason
1108 Hwy 182 East
Starkville, MS 39759

Do not use newly printed checks until Cadence Bank sends notice the quality is acceptable.

SYMBOL LEGEND

Transit = a
On-Us = c
Consecutive Check No. = #
High Order Prefix = H

SIGNATURE- Prepared By	DATE Enter a date
SIGNATURE- Approved By	DATE Enter a date

CADENCE BANK

If you need assistance please call Cadence Bank TM Client Support at (800) 329-0289.

CADENCE BANK CODE LINE SPECIFICATIONS FOR DEPOSIT TICKETS AND CHECKS PRINTED IN E-13B COMMON MACHINE LANGUAGE

ACCOUNT NAME _____

ADDRESS _____

CITY & STATE _____ ZIP CODE _____

CUSTOMER'S ACCOUNT NO. _____ SIZE OF CHECK _____ X _____

General Information

A "36" should be placed on Deposit tickets in positions 15 & 14.
See ANSI x9.27 and x9.13 publications for exact printing specifications.
Maximum detached document size is 8 3/4 " x 3 2/3".
Minimum detached document size is 6" x 2 3/4".
A maximum number of 10 digits can be used in the Auxiliary Field. (Less is acceptable.)
Only magnetic characters are to appear in the 5/8 inch clear band across the bottom of the document.
Fractional Routing Transit Number for Controlled Disbursement checks is: 61-400/622
Consecutive check numbers are mandatory, starting number is: _____

SYMBOL LEGEND
A - ACCOUNT NUMBER
- CONSECUTIVE AUXILIARY/CHECK NO. *
|: - TRANSIT NUMBER SYMBOL
||" - ON-US SYMBOL
X - INDICATES A 1/8" BLANK SPACE

NOTE: No conditional terms should appear on the check without prior written approval.

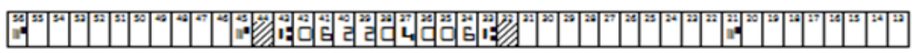
NO. _____ 61-400/622

DATE _____

PAY TO THE ORDER OF: _____ $

_____ DOLLARS

CADENCE BANK, N.A.



Controlled Disbursement Checks (Only Approved Accounts)

| | | | | | | ||" | # | # | # | # | # | # | # | # | # | # | ||" | X | |: | 0 | 6 | 2 | 2 | 0 | 4 | 0 | 0 | 6 | |: | X | A | A | A | A | A | A | A | A | A | A | ||" | X | | | | | |

CADENCE BANK	FILE SPECIFICATION EXHIBIT	**Treasury Management** DOC NO: TM-NA-EXH-26 REV: 04

Company Name: _____

Affiliated Companies: _____

Address: _____ Phone #: _____

On behalf of the Company, I approve the attached file layout(s), in accordance to our file specifications and programming requirements. By signing below, I agree that any changes or modifications made to these file layouts will be considered a new request and the requirement be scoped and amended accordingly.

☒ File SPEC Completion:

- ☒ Lockbox – Wholesale Custom Output Request
- ☒ Lockbox – Retail/Wholesale Lockbox File Layout
- ☒ Lockbox – eLockbox File Layout & Input File Layout
- ☒ Lockbox – Retail Lockbox Coupon Checklist
- ☒ Lockbox – Wholesale Custom Output Request

☒ Test File:

- ☒ Lockbox Data test file
  (Zip file attached)

File Specifications Confirmed by:

Department Manager Approval:

Name (Typed or Printed) _____ Title (e.g., President, Secretary, CFO…) _____

Signature _____ Date _____

CADENCE BANK

Lockbox
Image Export

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1.3.2 Record Format 3

Chapter 1 – File Specification

1.1 In this document

The following information is the Lockbox Image Export file specification. The Image Export refers to the file of images and indexes for the receivables documents, checks and skirts with invoice information processed by Lockbox Services.

1.2 Standard Export Layout

Export package is written to a folder and within the folder are individual TIF images as well as a MAP and IDX file.

1.2.1 Contents of the IDX & MAP files

The MAP file defines the contents of the IDX file.

1.2.2 Record format

Wholesale Lockbox record format:
Document Type, Check Amount, Check Number, Check Account, Check RTN,
Document Type, Remitter Name*, Invoice Number*, Invoice Amount*
*Examples of typical remittance fields, actual fields included depend on the remittance field(s) requirements provided by the client.

Retail Lockbox record format:
Document Type, Check Amount, Check Number, Check Account, Check RTN,
Document Type, Scanline Account Number*, Scanline Amount 1*, Scanline Amount 2*
*Examples of typical scanline fields, actual fields included depend on the scanline field(s) requirements provided by the client.

1.3 Optional Export Layout

Export package is written to a ZIP file.

1.3.1 Contents of the IDX & MAP files

The MAP file defines the contents of the IDX file.

1.3.2 Record format

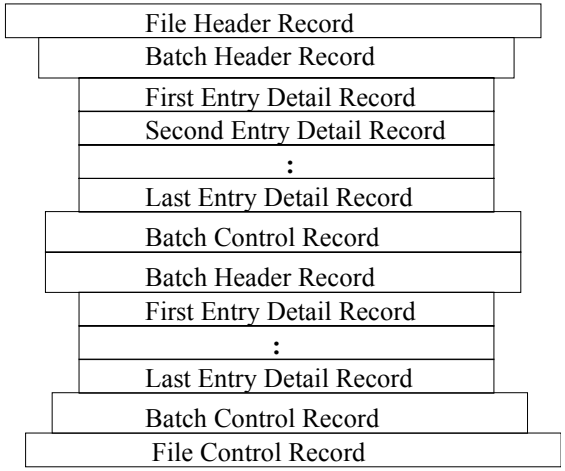
Record format:
Action, Deposit Date, Lockbox Number, Site ID, Depository Account, Batch Number, Transaction Sequence Number, Document Type, Check Amount, Check Number, Check Account, Check Date, Check RTN, Remitter Name, Invoice Number, Invoice Amount, Custom

NACHA FORMAT

ACH Input File Structure
The NACHA format is composed of 94 character records. All records and fields are required, except the record 7 - Entry Detail Addenda Record that is optional.

Record Title	Record Type Code
File Header Record - This record includes your company name and company number. It also designates the immediate destination (Cadence Bank) of the entries contained within the file.	1
Batch Header Record - This record indicates the effective entry date (the date you request the deposits/debits to be settled). In addition, this record identifies your company and provides an entry description for the credit and debits in this batch.	5
Entry Detail Record - This record contains the information necessary to post a deposit to/withdrawal from an account, such as recipient's name, account number, dollar amount of the payment.	6
Entry Detail Addenda Record - This record is ***optional***. This record contains additional information relating to the prior entry detail record. It is primarily used for CCD+ and CTX, which are corporate to corporate transactions.	7
Batch Control Total - This record appears at the end of each batch and contains totals for the batch.	8
File Control Record - This record provides a final check on the data submitted. It contains block and batch count(s) and totals for each type of entry.	9

The basic record layout for ACH files is detailed below:



Identification of ACH Items on Receivers' Bank Statement
The following fields are considered "descriptive" fields and may be printed on receiver's account statement exactly as provided by your company in your ACH origination file. The determination of what is printed on the receiver's account statement varies by Receiving Financial Institution.

Field Name	Location on ACH File	Record Field	Positions	Number of Characters
Company Name	Batch Header	5	05-20	16
Company Entry Description	Batch Header	5	54-63	10
Company Descriptive Date	Batch Header	5	64-69	6
Individual Identification	Entry Detail	6	40-54	15

NACHA Record Format
The following pages outline the ACH record formats. The File Header and File Control records act as the outermost envelope of an ACH transaction. The Batch Header and Batch Control records act as an inner envelope combining similar entries. Please note that when the field inclusion requirements are R=Required or M=Mandatory, these fields must be filled-in.

File Header Record

Field	1	2	3	4	5	6	7	8	9	10	11	12	13
Data Element Name	**Record Type Code**	**Priority Code**	**Immediate Destination**	**Immediate Origin**	**File Creation Date**	**File Creation Time**	**File ID Modifier**	**Record Size**	**Blocking Factor**	**Format Code**	**Immediate Destination Name**	**Immediate Origin Name**	**Refer-ence Code**
Field Inclusion Requirement	M	R	M	M	M	O	M	M	M	M	O	O	O
Contents	'1'	'01'	b062206295	NNNNNNNNN	YYMMDD	HHMM	Upper Case A-Z Numeric 0-9	'094'	'10'	'1'	Cadence Bank N.A.	Your Company Name	Alpha-Numeric
Length	1	2	10	10	6	4	1	3	2	1	23	23	8
Position	01-01	02-03	04-13	14-23	24-29	30-33	34-34	35-37	38-39	40-40	41-63	64-86	87-94

Field Name	**Entry Information**
1. Record Type Code	The code identifying the File Header Record is 1.
2. Priority Code	The lower the number, the higher processing priority. Currently, only 01 is used.
3. Immediate Destination	Cadence Bank's transit routing number preceded by a blank. (062206295)
4. Immediate Origin	Your 10-digit company number. Cadence will assign one to you, generally your Tax ID Number.
5. File Creation Date	The date you created the input file.
6. File Creation Time	Time of day you created the input file. This field is used to distinguish between input files if you submit more than one per day.
7. File ID Modifier	Code to distinguish among multiple input files. Label the first (or only) file "A", and continue in sequence (A-Z). If more than one file is delivered, they must have different modifiers.

Field Name	**Entry Information**
8. Record Size	Number of bytes per record. Enter '094.'
9. Blocking Factor	Block at 10.
10. Format code	Currently there is only one code. Enter 1.
11. Immediate Destination Name	Enter Cadence Bank N.A.
12. Immediate Origin Name	Your company's name, up to 23 characters.
13. Reference Code	Optional field you may use to describe input file for internal accounting purposes.

Batch Header Record

Field	1	2	3	4	5	6	7	8	9	10	11	12	13
Data Element Name	**Record Type Code**	**Service Class Code**	**Company Name**	**Company Discretionary Data**	**Company Identification**	**Standard Entry Class Code**	**Company Entry Description**	**Company Descriptive Date**	**Effective Entry Date**	**Settlement Date (Julian)**	**Originator Status Code**	**Originating DFI Identification**	**Batch Number**
Field Inclusion Requirement	M	M	M	O	M	M	M	O	R	Inserted by ACH Operator	M	M	M
Contents	'5'	NNN	Alpha-Numeric	Alpha-Numeric	NNNNNNNNN	Alpha	Alpha-Numeric	Alpha-Numeric	YYMMDD	Blanks	'1'	062206295	Numeric
Length	1	3	16	20	10	3	10	6	6	3	1	8	7
Position	01-01	02-04	05-20	21-40	41-50	51-53	54-63	64-69	70-75	76-78	79-79	80-87	88-94

Field Name	**Entry Information**
1. Record Type Code	The code identifying the Batch Header record is 5.
2. Service Class Code	Identifies the type of entries in the batch: 200 - ACH Entries Mixed Debits and Credits 220 - ACH Credits Only 225 - ACH Debits Only
3. Company Name	Your company name, up to 16 characters. This name may appear on the receivers' statements prepared by the Receiving Financial Institution.
4. Discretionary Data	For your company's internal use, if desired. No specific format is required.
5. Company Identification	Your 10-digit company number. Identical to the number in field 4 of the File Header Record, unless multiple companies/divisions are provided in one transmission.
6. Standard Entry Class	Identifies the entries in the batch. Common standard entry class codes are PPD (Prearranged Payments and Deposit entries) for consumer items, CCD (Cash Concentration and Disbursement entries), CTX (Corporate Trade Exchange entries) for corporate transactions, TEL (Telephone initiated entries), and WEB (Authorization received via the Internet).
7. Company Entry Description	Your description of the transaction. This may be printed on the receivers' bank statement by the Receiving Financial Institution. (i.e. Payroll)

Field Name	**Entry Information**
8. Company Descriptive Date	The date you choose to identify the transactions. This date may be printed on the participants' bank statement by the Receiving Financial Institution.
9. Effective Entry Date	Date transactions are to be posted to the participants' account.
10. Reserved	Leave this field blank.
11. Originator Status Code	Enter "1". This identifies Cadence Bank as a depository financial institution, which is bound by the rules of the ACH.
12. Originating Financial Institution	Enter Cadence Bank's routing transit number 062206295
13. Batch Number	Number batches sequentially.

PPD Entry Detail Record

Field	1	2	3	4	5	6	7	8	9	10	11
Data Element Name	**Record Type Code**	**Transaction Code**	**Receiving DFI Identification**	**Check Digit**	**DFI Account Number**	**Amount**	**Individual Identification Number**	**Individual Name**	**Discretionary Data**	**Addenda Record Indicator**	**Trace Number**
Field Inclusion Requirement	M	M	M	M	R	M	O	R	O	M	M
Contents	'6'	Numeric	TTTTAAAA	Numeric	Alpha-Numeric	$$$$$$$$cc	Alpha-Numeric	Alpha-Numeric	Alpha-Numeric	Numeric	Numeric
Length	1	2	8	1	17	10	15	22	2	1	15
Position	01-01	02-03	04-11	12-12	13-29	30-39	40-54	55-76	77-78	79-79	80-94

Field Name	**Entry Information**
1. Record Type Code	The code identifying an Entry Detail Record is 6.
2. Transaction Code	Two digit code identifying the account type at the receiving financial institution: 22 - Deposit destined for a Checking Account 23 - Prenotification for a checking credit 24 - Zero dollar with remittance into Checking Account 27 - Debit destined for a Checking Account 28 - Prenotification for a checking debit 29 - Zero dollar with remittance into Checking Account 32 - Deposit destined for a Savings Account 33 - Prenotification for a savings credit 34 - Zero dollar with remittance into Savings Account 37 - Debit destined for a Savings Account 38 - Prenotification for a Savings debit 39 - Zero dollar with remittance into Savings Account
3. Receiving DFI Identification	Transit routing number of the receiver's financial institution.
4. Check Digit	The ninth digit of the receiving financial institutions transit routing number.

Field Name	**Entry Information**
5. DFI Account Number	Receiver's account number at their financial institution. Left justify.
6. Amount	Transaction amount in dollars with two decimal places. Left zero fill if necessary. Enter 10 zeros for prenotes.
7. Individual Identification Number	Receiver's identification number. This number may be printed on the receiver's bank statement by the Receiving Financial Institution.
8. Individual Name	Name of receiver.
9. Discretionary Data	For your company's internal use if desired. No specific format is required.
10. Addenda Record Indicator	If there is no addenda accompanying this transaction enter "0". If addenda is accompanying the transaction enter "1".
11. Trace Number	The Bank will assign a trace number. This number will be unique to the transaction and will help identify the transaction in case of an inquiry.

CCD Entry Detail Record

Field	1	2	3	4	5	6	7	8	9	10	11
Data Element Name	**Record Type Code**	**Transaction Code**	**Receiving DFI Identification**	**Check Digit**	**DFI Account Number**	**Amount**	**Identification Number**	**Receiving Company Name**	**Discretionary Data**	**Addenda Record Indicator**	**Trace Number**
Field Inclusion Requirement	M	M	M	M	R	M	O	R	O	M	M
Contents	'6'	Numeric	TTTTAAAA	Numeric	Alpha-Numeric	$$$$$$$$cc	Alpha-Numeric	Alpha-Numeric	Alpha-Numeric	Numeric	Numeric
Length	1	2	8	1	17	10	15	22	2	1	15
Position	01-01	02-03	04-11	12-12	13-29	30-39	40-54	55-76	77-78	79-79	80-94

Field Name	**Entry Information**
1. Record Type Code	The code identifying an Entry Detail Record is 6.
2. Transaction Code	Two digit code identifying the account type at the receiving financial institution: 22 - Deposit destined for a Checking Account 23 - Prenotification for a checking credit 24 - Zero dollar with remittance into a Checking Account 27 - Debit destined for a Checking Account 28 - Prenotification for a checking debit 29 - Zero dollar with remittance into a Checking Account 32 - Deposit destined for a Savings Account 33 - Prenotification for a savings credit 34 - Zero dollar with remittance into a Savings Account 37 - Debit destined for a Savings Account 38 - Prenotification for a Savings debit 39 - Zero dollar with remittance into a Savings Account
3. Receiving DFI Identification	Transit routing number of the receiver's financial institution.
4. Check Digit	The ninth digit of the receiving financial institution's transit routing number.
5. DFI Account Number	Receiver's account number at their financial institution. Left justify.
6. Amount	Transaction amount in dollars with two decimal places. Left zero fill if necessary. Enter 10 zeros for prenotes.
7. Identification Number	Receiver's identification number.
8. Receiving Company Name	Name of receiver.
9. Discretionary Data	For your company's internal use if desired. No specific format is required.
10. Addenda Record Indicator	If there is no addenda accompanying this transaction enter "0". If addenda is accompanying the transaction enter "1".
11. Trace Number	The Bank will assign a trace number. This number will be unique to the transaction and will help identify the transaction in case of an inquiry.

TEL Entry Detail Record

Field	1	2	3	4	5	6	7	8	9	10	11
Data Element Name	**Record Type Code**	**Transaction Code**	**Receiving DFI Identification**	**Check Digit**	**DFI Account Number**	**Amount**	**Individual Identification Number**	**Individual Name**	**Discretionary Data**	**Addenda Record Indicator**	**Trace Number**
Field Inclusion Requirement	M	M	M	M	R	M	O	R	O	M	M
Contents	'6'	Numeric	TTTTAAAA	Numeric	Alpha-Numeric	$$$$$$$$cc	Alpha-Numeric	Alpha-Numeric	Alpha-Numeric	Numeric	Numeric
Length	1	2	8	1	17	10	15	22	2	1	15
Position	01-01	02-03	04-11	12-12	13-29	30-39	40-54	55-76	77-78	79-79	80-94

Field Name	**Entry Information**
1. Record Type Code	The code identifying an Entry Detail Record is 6.
2. Transaction Code	Two digit code identifying the account type at the receiving financial institution: 22 - Deposit destined for a Checking Account 23 - Prenotification for a checking credit 24 - Zero dollar with remittance into Checking Account 27 - Debit destined for a Checking Account 28 - Prenotification for a checking debit 29 - Zero dollar with remittance into Checking Account 32 - Deposit destined for a Savings Account 33 - Prenotification for a savings credit 34 - Zero dollar with remittance into Savings Account 37 - Debit destined for a Savings Account 38 - Prenotification for a Savings debit 39 - Zero dollar with remittance into Savings Account
3. Receiving DFI Identification	Transit routing number of the receiver's financial institution.
4. Check Digit	The ninth digits of the receiving financial institutions transit routing number.

Field Name	**Entry Information**
5. DFI Account Number	Receiver's account number at their financial institution. Left justify.
6. Amount	Transaction amount in dollars with two decimal places. Left zero fill if necessary. Enter 10 zeros for prenotes.
7. Individual Identification Number	Receiver's identification number. This number may be printed on the receiver's bank statement by the Receiving Financial Institution.
8. Individual Name	Name of receiver.
9. Discretionary Data	For your company's internal use if desired. No specific format is required.
10. Addenda Record Indicator	If there is no addenda accompanying this transaction enter "0". If addenda is accompanying the transaction enter "1".
11. Trace Number	The Bank will assign a trace number. This number will be unique to the transaction and will help identify the transaction in case of an inquiry.

WEB Entry Detail Record

Field	1	2	3	4	5	6	7	8	9	10	11
Data Element Name	**Record Type Code**	**Transaction Code**	**Receiving DFI Identification**	**Check Digit**	**DFI Account Number**	**Amount**	**Individual Identification Number**	**Individual Name**	**Payment Type Code**	**Addenda Record Indicator**	**Trace Number**
Field Inclusion Requirement	M	M	M	M	R	M	O	R	R	M	M
Contents	'6'	Numeric	TTTTAAAA	Numeric	Alpha-Numeric	$$$$$$$$cc	Alpha-Numeric	Alpha-Numeric	Alpha-Numeric	Numeric	Numeric
Length	1	2	8	1	17	10	15	22	2	1	15
Position	01-01	02-03	04-11	12-12	13-29	30-39	40-54	55-76	77-78	79-79	80-94

Field Name	**Entry Information**
1. Record Type Code	The code identifying an Entry Detail Record is 6.
2. Transaction Code	Two digit code identifying the account type at the receiving financial institution: 22 - Deposit destined for a Checking Account 23 - Prenotification for a checking credit 24 - Zero dollar with remittance into Checking Account 27 - Debit destined for a Checking Account 28 - Prenotification for a checking debit 29 - Zero dollar with remittance into Checking Account 32 - Deposit destined for a Savings Account 33 - Prenotification for a savings credit 34 - Zero dollar with remittance into Savings Account 37 - Debit destined for a Savings Account 38 - Prenotification for a Savings debit 39 - Zero dollar with remittance into Savings Account
3. Receiving DFI Identification	Transit routing number of the receiver's financial institution.
4. Check Digit	The ninth digits of the receiving financial institutions transit routing number.

Field Name	**Entry Information**
5. DFI Account Number	Receiver's account number at their financial institution. Left justify.
6. Amount	Transaction amount in dollars with two decimal places. Left zero fill if necessary. Enter 10 zeros for prenotes.
7. Individual Identification Number	Receiver's identification number. This number may be printed on the receiver's bank statement by the Receiving Financial Institution.
8. Individual Name	Name of receiver.
9. Payment Type Code	Input 'R' for recurring payments, and 'S' for a single-entry payment.
10. Addenda Record Indicator	If there is no addenda accompanying this transaction enter "0". If addenda are accompanying the transaction enter "1".
11. Trace Number	The Bank will assign a trace number. This number will be unique to the transaction and will help identify the transaction in case of an inquiry.

CCD Addenda Record

Field	1	2	3	4	5
Data Element Name	**Record Type Code**	**Addenda Type Code**	**Payment Related Information**	**Addenda Sequence Number**	**Entry Detail Sequence Number**
Field Inclusion Requirement	M	M	O	M	M
Contents	'7'	'05'	Alpha-Numeric	Numeric	Numeric
Length	1	2	80	4	7
Position	01-01	02-03	04-83	84-87	88-94

Field Name	**Entry Information**
1. Record Type Code	The code identifying an Addenda Record is 7.
2. Addenda Type Code	Two digit code identifying the type of information contained in the addenda record: 02 - Used for the POS, MTE and SHR standard entry classes. The Addenda information is used for terminal location information. 05 - Used for CCD, CTX and PPD standard entry classes. The Addenda information contains additional payment related information. 98 - Used for Notification of Change entries. The addenda record contains the correct information. 99 - Used for Return Entries.

Field Name	**Entry Information**
3. Payment Related Information	This field contains additional information associated with the payment. The information can be human readable or in ANSI format.
4. Addenda Sequence Number	This number is consecutively assigned to each addenda record. The first addenda sequence number must always be a "1."
5. Entry Detail Sequence Number	This number is the same as the last seven digits of the trace number of the related Entry Detail record.

CTX Entry Detail Record

Field	1	2	3	4	5	6	7	8	9	10	11	12	13
Data Element Name	**Record Type Code**	**Transaction Code**	**Receiving DFI Identification**	**Check Digit**	**DFI Account Number**	**Total Amount**	**Identification Number**	**Number of Addenda Records**	**Receiving Company Name / ID Number**	**Reserved**	**Discretionary Data**	**Addenda Record Indicator**	**Trace Number**
Field Inclusion Requirement	M	M	M	M	R	M	O	M	R	N/A	O	M	M
Contents	'6'	Numeric	TTTTAAAA	Numeric	Alpha-Numeric	$$$$$$$$cc	Alpha-Numeric	Numeric	Alpha-Numeric	Blank	Alpha-Numeric	Numeric	Numeric
Length	1	2	8	1	17	10	15	4	16	2	2	1	15
Position	01-01	02-03	04-11	12-12	13-29	30-39	40-54	55-58	59-74	75-76	77-78	79-79	80-94

Field Name	Entry Information
1. Record Type Code	The code identifying an Entry Detail Record is 6.
2. Transaction Code	Two digit code identifying the account type at the receiving financial institution: 22 - Deposit destined for a Checking Account 23 - Prenotification for a checking credit 24 - Zero dollar with remittance into a Checking Account 27 - Debit destined for a Checking Account 28 - Prenotification for a checking debit 29 - Zero dollar with remittance into a Checking Account 32 - Deposit destined for a Savings Account 33 - Prenotification for a savings credit 34 - Zero dollar with remittance into a Savings Account 37 - Debit destined for a Savings Account 38 - Prenotification for a Savings debit 39 - Zero dollar with remittance into a Savings Account
3. Receiving DFI Identification	Transit routing number of the receiver's financial institution.
4. Check Digit	The ninth digit of the receiving financial institution's transit routing number.
5. DFI Account Number	Receiver's account number at their financial institution. Left justify.
6. Amount	Transaction amount in dollars with two decimal places. Left zero fill if necessary. Enter 10 zeros for prenotes.
7. Identification Number	Receiver's identification number. This number may be printed on the receiver's bank statement by the Receiving Financial Institution.
8. Number of Addenda Records	The number of addenda records accompanying the CTX entry detail record.
9. Receiving Company Name / ID Number	Name of receiver.
10. Reserved	Leave blank.
11. Discretionary Data	For your company's internal use if desired. No specific format is required.
12. Addenda Record Indicator	If there is no addenda accompanying this transaction enter "0". If addenda is accompanying the transaction enter "1".
13. Trace Number	Cadence bank will assign a trace number. This number will be unique to the transaction and will help identify the transaction in case of an inquiry.

CTX Addenda Record

Field	1	2	3	4	5
Data Element Name	**Record Type Code**	**Addenda Type Code**	**Payment Related Information**	**Addenda Sequence Number**	**Entry Detail Sequence Number**
Field Inclusion Requirement	M	M	O	M	M
Contents	'7'	'05'	Alpha-Numeric	Numeric	Numeric
Length	1	2	80	4	7
Position	01-01	02-03	04-83	84-87	88-94

Field Name	**Entry Information**
1. Record Type	The code identifying an Addenda Record is 7.
2. Addenda Type Code	Two digit code identifying the type of information contained in the addenda record: 02 - Used for the POS, MTE and SHR standard entry classes. The Addenda information is used for terminal location information. 05 - Used for CCD, CTX and PPD standard entry classes. The Addenda information contains additional payment related information. 98 - Used for Notification of Change entries. The addenda record contains the correct information. 99 - Used for Return Entries.

Field Name	**Entry Information**
3. Payment Related Information	This field contains additional information associated with the payment. The information can be in either ANSI or UN/EDIFACT format.
4. Addenda Sequence Number	This number is consecutively assigned to each addenda record. The first addenda sequence number must always be a "1."
5. Entry Detail Sequence Number	This number is the same as the last seven digits of the trace number of the related Entry Detail record.

Batch Control Record

Field	1	2	3	4	5	6	7	8	9	10	11
Data Element Name	**Record Type Code**	**Service Class Code**	**Entry / Addenda Count**	**Entry Hash**	**Total Debit Entry Dollar Amount**	**Total Credit Entry Dollar Amount**	**Company Identification**	**Message Authentication Code**	**Reserved**	**Originating DFI Identification**	**Batch Number**
Field Inclusion Requirements	M	M	M	M	M	M	R	O	N/A	M	M
Contents	'8'	Numeric	Numeric	Numeric	$$$$$$$$cc	$$$$$$$$cc	NNNNNNNNN	Blank	Blank	TTTTAAAA	Numeric
Length	1	3	6	10	12	12	10	19	6	8	7
Position	01-01	02-04	05-10	11-20	21-32	33-44	45-54	55-73	74-79	80-87	88-94

Field Name	**Entry Information**
1. Record Type Code	The code identifying the Batch Control Record is 8.
2. Service Class Code	Identifies the type of entries in the batch: 200 - ACH Entries Mixed Debits and Credits 220 - ACH Credits Only 225 - ACH Debits Only
3. Entry / Addenda Count	Total number of entry detail and addenda records processed within the batch. This field requires six positions; right justify and use leading zeros.
4. Entry Hash	Total of all positions 4-11 on each 6 record (Detail). Only use the final 10 positions in the entry.
5. Total Debit Entry Dollar Amount	Dollar totals of debit entries within the batch. If none, zero fill the field.
6. Total Credit Entry Dollar Amount	Dollar totals of credit entries within the batch. If none, zero fill the field.
7. Company Identification.	This should match the company identification number used in the corresponding batch header record, field 5.
8. Message Authentication Code	This is an optional field. Please leave this field blank.
9. Reserved	This field is reserved for Federal Reserve use. Please leave this field blank.
10. Originating Financial Institution ID	Enter Cadence Bank's routing number 062206295
11. Batch Number	Number of the batch associated with this control record.

File Control Record

Field	1	2	3	4	5	6	7	8
Data Element Name	**Record Type Code**	**Batch Count**	**Block Count**	**Entry / Addenda Count**	**Entry Hash**	**Total Debit Entry Dollar Amount in File**	**Total Credit Entry Dollar Amount in File**	**Reserved**
Field Inclusion Requirement	M	M	M	M	M	M	M	N/A
Contents	'9'	Numeric	Numeric	Numeric	Numeric	$$$$$$$$$$cc	$$$$$$$$$$cc	Blank
Length	1	6	6	8	10	12	12	39
Position	01-01	02-07	08-13	14-21	22-31	32-43	44-55	56-94

Field Name	**Entry Information**	**Field Name**	**Entry Information**
1. Record Type Code	The code for the File Control Record is 9.	5. Entry Hash	Total of all positions 4-11 on each 6 record (Detail). Only use the final 10 positions in the entry.
2. Batch Count	The total number of batch header records in the file.	6. Total Debit Entry Dollar Amount in File	Dollar totals of debit entries within the file. If none, zero fill the field.
3. Block Count	The total number of physical blocks on the file, including the File Header and File Control records.	7. Total Credit Entry Dollar Amount in File	Dollar totals of credit entries within the file. If none, zero fill the field.
4. Entry / Addenda Count	Total number of entry detail and addenda records on the file.	8. Reserved	Leave this field blank.

CADENCE BANK	POSITIVE PAY FILE SPECIFICATIONS	**Treasury Management** Doc No: TM-EXH-PP-12 REV: 03

Company Name: _____

Company ID _____

If test checks have not been submitted, please submit 10 completed (filled-out) test checks to the following address:
Cadence Bank / Attn: TM BA Group / 3500 Colonnade Pkwy, Suite 600 / Birmingham, AL 35243)

- Positive Pay ***without*** Payee Match. Only 1 photocopy or physical check is required per account.
- Positive Pay ***with*** Payee Name Verification. Printed test checks must exactly match the payee name, amount and date in the issue file in layout, format, letters and punctuation. No void stamps or other cancellation markings should be on the test checks other than in the signature area. Submit ten (10) completed test checks per account, per stock per print site.

ISSUED/VOIDED ITEM FILE UPLOAD LAYOUT

Allegro Positive Pay can accept almost any Issued/Voided Items file format and field layout. This form allows the bank to format to your system's file specifications, so that your issued item files upload seamlessly.

- ***Fixed Width files:*** These file formats give each piece of data a constant length in a row, with no dividers between the data fields. Blank spots between live data and the next field are typically filled in with "0"s. Each data field's value is determined by the contents in the places for that field as defined by the format. If a field is blank, all the places for that field would be filled with "0"s.
- ***Delimited files:*** In these file formats, a comma, tab, or space separates the fields, so no "filler" space is required between fields. If a field is blank, two commas are placed side-by-side, indicating a null field.
- ***Header & Footer Rows:*** Files can contain a header row, a footer row, both, or neither. The purpose of these rows is to provide separations between files, as well as summary data – file amount total and record counts – to ensure the whole file has been received.
- ***Row Delimiters:*** For some files, the data is rendered in a continuous stream. A delimiter, be it a comma or a carriage return, is put into a particular part of the row to indicate a new row.
- ***Void Indicators:*** Your file can contain only issues or issues and voids. Most systems have a field for voids that is filled when the row is a void, and blank when it is an issued item.

File Type: ☐ Fixed Width ☐ Delimited - If delimited by a character other than a comma: _____

Header Row(s): ☐ No ☐ Yes - Number of Rows: _____

Footer Row(s): ☐ No ☐ Yes - Number of Rows: _____

Row Delimiter: ☐ Carriage Return Line Feed ☐ Carriage Return ☐ Line Feed

☐ Custom - If custom delimiter: _____

FIELD LOCATIONS

Please indicate where the data listed appears in your file layout:

Field	Delimited Rank	Fixed Width Beginning Position	Fixed Width Number of characters
Account Number *(optional)*			
Check Number			
Void Code *(optional)*			
Date			
Amount			
Payee Name Line 1*			
Payee Name Line 2*			

** Payee name fields are necessary when payee match service has been selected; the maximum length stored by Cadence Bank is 60 characters per payee name field. A minimum of one payee name line is needed, two payee name lines are necessary when the printed checks contain 2 payee lines.*

Void Code: ☐ V ☐ Other:

Date Format: ☐ YYYYMMDD ☐ YYMMDD ☐ MMDDYY ☐ Custom: _____

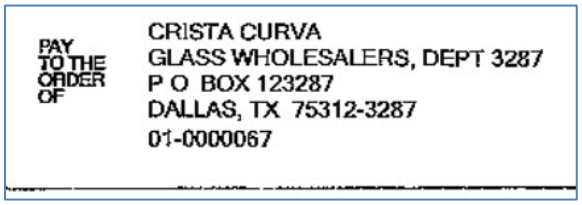
Amount Field Decimal Point: ☐ Yes: 20.00= $20.00 ☐ No: 2000 = $20.00

Positive Pay Payee Name Verification Check Printing Guidelines

- Printing should conform to the Federal Reserve Regulation CC Standards, published ANSI layout standards and be image friendly. Any dark background patterns, images, security features or watermarks on the check stock which are within the area of the name and address block can show on the black and white image and may interfere with the recognition results, causing a high amount of exceptions.
- Selecting a Font, Size and Pitch
    - Cadence Bank prefers **Arial** font for Payee Name Verification due to proven high read rates. Other acceptable fonts include: Times New Roman, Courier, Verdana, Univers, Tahoma, Albertus, Batang, Bookman, Zurich
    - Fonts should be size 10 if measuring by points or size 14 if measuring by pixels at a resolution of 200 dpi.
    - A pitch proportionate to the font should be used or a pitch size of 10 in situations where pitch is fixed. This provides sufficient spacing between individual letters within the name so that each letter can be clearly read. If any letters touch or overlap, it **will** result in higher exception rates
- Dot matrix and other impact printed checks, as well as, handwritten checks **are not** compatible.
- Payee information reads best in black ink and all upper-case text. It **cannot** be boldfaced, italicized, cursive or underlined.
- The following characters are acceptable for payee names:

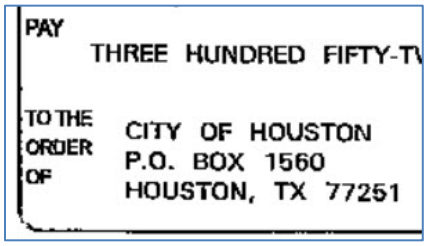
  ABCDEFGHIJKLMNOPQRSTUVWXYZ
  abcdefghijklmnopqrstuvwxyz
  0123456789
  , . : ; / & # @ ( ) ‘ —
- Using characters other than the ones listed above **will** result in higher exception rates.
- Use of punctuation should be limited. For example, UNITED WE STAND is preferred to UNITED-WE-STAND!
- The entire payee name, (all text preceding the address line), that appears on the check must be provided in the issue file. The issue file allows for up to 60 characters per payee line up to 2 lines for a total of 120 characters.
- If line 2 of your payee name and address block contains anything other than “P O Box”, a street number and name, or city, state and zip code, it is considered part of the payee name and must be included in the issue file as Payee 2. (i.e. C/O, ATTN:, Medical Records, etc.)
- The payee name information provided in the check issuance file must be **100% identical** to the payee name information printed on the check in layout, format, letters and punctuation. Variations between the check name as presented and the name that appears in the issue files **will be** reported as an exception for decision (i.e. “John Smith” does not match “Smith, John”).
- The location of the payee name is determined by the anchor phrase “Pay to the order of.” This phrase should be stacked vertically to the left of the payee name as defined in the ANSI check standards. It should be left-aligned and **not** be italicized, bolded, or underlined. The phrase must start on the same line as the payee name. There needs to be clear spacing between this phrase and the payee (at least 0.5 inches) to be sure that the anchor phrase is not read as part of the payee name.
- The payee name(s) must start on the first line of the payee address block. There should be no blank spaces or lines between the payee and the address. A clear space should be above the payee. Identifiers such as invoice, vendor, or reference codes should not be included in the payee address block.
- The payee name(s) should not be printed in more than one area of the check. Please see Bad Example #2 below.
- If you are adding Payee Verification to your open and active accounts, we will test your check images internally and contact you if we need additional test checks. If you are opening new accounts, you will be asked to send 20 varying sample checks for each account and each print site illustrating typical payee formats of your issued items.
- Please do not place a void stamp on the payee name or address block of your test checks because it will hinder the testing process.

EXAMPLES OF GOOD CHECKS:


PAY TO THE ORDER OF
CRISTA CURVA
GLASS WHOLESALERS, DEPT 3287
P O BOX 123287
DALLAS, TX 75312-3287
01-0000067

Good Example #1

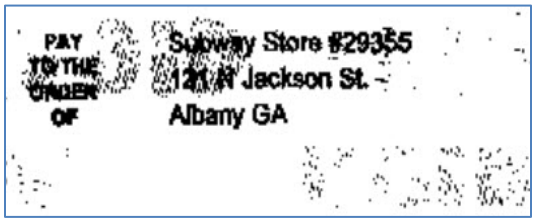
Issue File Information:
Payee Line 1: CRISTA CURVA
Payee Line 2: GLASS WHOLESALERS, DEPT 3287


PAY
THREE HUNDRED FIFTY-TV
TO THE ORDER OF
CITY OF HOUSTON
P.O. BOX 1560
HOUSTON, TX 77251

Good Example #2

Issue File Information:
Payee Line 1: CITY OF HOUSTON
Payee Line 2:

EXAMPLES OF BAD CHECKS:


PAY TO THE ORDER OF
Subway Store #29355
121 N Jackson St.
Albany GA

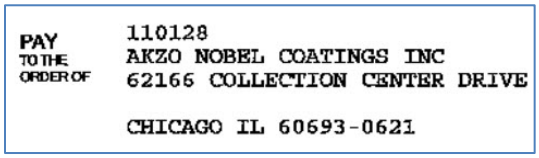
Bad Example #1

Reason(s):
- Watermarks within the payee block
- Not in all upper-case
- Improper pitch


PAY TO THE ORDER OF
Interface Flooring Systems, Inc.
Sixteen Thousand Five Hundred Seventy and 13/100*
Interface Flooring Systems, Inc.
PO Box 743162
Atlanta, GA 30374-3162

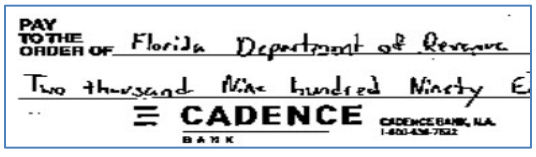
Bad Example #2

Reason(s):
- Watermarks within the payee block
- Not in all upper-case
- Line within payee block
- Two areas of payee information


PAY TO THE ORDER OF
110128
AKZO NOBEL COATINGS INC
62166 COLLECTION CENTER DRIVE
CHICAGO IL 60693-0621

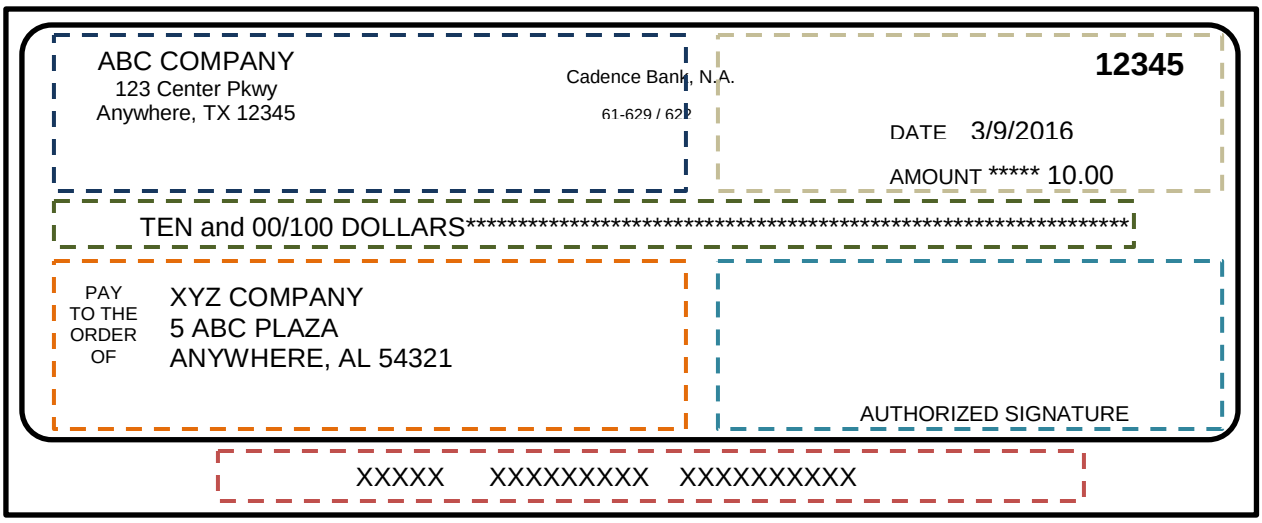
Bad Example #3

Reason(s):
- Reference code within the payee block
- Improper pitch


PAY TO THE ORDER OF
Florida Department of Revenue
Two thousand Nine hundred Ninety E
CADENCE BANK

Bad Example #4

Reason(s):
- Handwritten
- Line within the payee block



This is the preferred layout for a check for an account utilizing Positive Pay Payee Name Verification

Within the face of the check, there are 6 distinct sections as shown in the dashed line rectangles above:

- **Top left section:** This is considered the Payer section and contains your company's information. This section should extend just beyond the vertical midpoint of the check and stop just above the horizontal midpoint of the check.
- **Top right section:** This area contains the check number, date and courtesy amount of the check.
- **Center section:** This area contains the legal amount of the check. It is at the horizontal midpoint of the check and extends the full length of that area.
- **Lower left section:** This is considered the Payee section and contains the payee anchor text "PAY TO THE ORDER OF". This section starts just below the legal amount and extends just beyond the vertical midpoint of the check.
- **Lower right section:** This area contains the signature for the check.
- **Bottom section:** The section that run along the bottom portion of the check is referred to as the MICR line and contains the check number, the bank's routing and transit number and your account number.

MINIMUM SYSTEM REQUIREMENTS	
Operating System	A supported Microsoft Windows (XP, Vista, 7, 8, 8.1, and 10) or Apple Mac OS X (10.8.2 "Mountain Lion", 10.9.5 "Mavericks", 10.10 "Yosemite", or 10.11 "El Capitan") operating system capable of supporting the requirements listed below and all additional requirements of the check scanner being used.
Web Browser	One of the following supported browsers: For Windows-based workstations: • Google Chrome (current certified version: 46.0.2490) • Microsoft Edge (current certified version: 25.10586) • Microsoft Internet Explorer (version 8, 9, 10, or 11) • Mozilla Firefox (current certified version: 42.0) For Mac OS X-based workstations: • Apple Safari (current certified version: 9.0.1) • Google Chrome (current certified version: 46.0.2490) • Mozilla Firefox (current certified version: 42.0) Additionally, the following browser settings must be configured: • Browsers must be configured to accept session cookies. • In environments configured to use the driver verification feature, browsers must be configured to accept persistent cookies.
Scanner Connectivity	An available USB 2.0 port and the ability to locate the scanner at least 18 inches from its power transformer.
TCP/IP Port Availability	When using a pre-3.9.0 version of Passport and a pre-3.17 version of the driver, port 80 must be open for use by local applications. *Note: This port is normally open, unless you are running a Web server on the workstation.* When using version 3.9.0 (or later) of Passport, version 3.17 (or later) of the driver, and you have configured your environment to use the dynamic driver checking feature, specific port requirements will depend on your configured settings.
Display	A display adapter and monitor capable of at least 1024 x 768 resolution and at least 256 colors.
Additional Check Scanner Requirements	In addition to the requirements above, client workstations must also meet all requirements associated with the model of check scanner being used. Refer to the appropriate information for your check scanner to determine the additional CPU, RAM, free hard drive space, Internet connectivity, and scanner driver requirements.
User Permissions	Users must be given the *Remote User* role to access the Remote Deposit application.

SUPPORTED CHECK SCANNERS	
Burroughs	• Burroughs SmartSource Micro Elite • Burroughs SmartSource Professional • Burroughs SmartSource Professional Elite • Burroughs SmartSource Adaptive
Canon	• Canon CR-25/CR-55 • Canon CR-50/CR-80 • Canon CR-135i • Canon CR-180/CR-180II • Canon CR-190i
CTS Electronics	• CTS Electronics LS40 • CTS Electronics LS100 • CTS Electronics LS150 • CTS Electronics LS515/LS515-SE
Digital Check	• Digital Check CheXpress CX30 • Digital Check TellerScan 215 • Digital Check TellerScan 220/220E • Digital Check TellerScan 230 • Digital Check TellerScan 240 • Digital Check TellerScan 4120
Epson	• Epson CaptureOne • Epson TM-S2000 • Epson TM-S9000
Fujitsu	• Fujitsu fi-6130
Kodak	• Kodak i40
NCR	• NCR Personal Scanner
Panini	• Panini My Vision X SD • Panini My Vision X • Panini Vision X • Panini I:Deal • Panini Vision neXt • Panini Vision 1
RDM	• RDM EC7000i

REMITTANCE PROCESSING SERVICES

RETAIL LOCKBOX – COUPON SCAN-LINE SPECIFICATIONS

The standard output fields may be customized to your system requirements.

DOCUMENT OCR/MICR SCAN-LINES: To ensure that the encoded data is highly readable, the following guidelines should be observed:

1. Using highest quality imaging technology, we support a variety of fonts. Our default is OCR-A or OCR-B (alpha and numeric). The OCR-A font characters were created from ANSI X3.17-1981 specifications and the OCR-B font characters were created from ANSI X3.49-1982 specifications. Data encoded using OCR is preferred. If you elect to use any other font from our standards, please supply your Treasury Management Officer with samples (1% sample coupons recommended) for testing so that we may confirm your desired font is supported by our processing platform.
2. The data must be printed in the same orientation as other printing on the document (parallel to the bottom edge of the document). The scan-line must be at least 5 mm from the bottom of the edge of the coupon and at least 3 mm from the left and right edges.
3. The data should be printed at the highest resolution possible (300 dpi is the recommended minimum).
4. The code should be located in a clear recognition zone. If the remittance stub is part of a larger document separated by a perforation line, scan-line data should be placed far enough away from the perforation line to avoid potential tears from damaging the scan line data. We recommend placement of the coupon at the bottom of the page (perforation line located on the top end of the coupon).
5. Check digit should be calculated on the entire scan-line (please reference the Check Digit Calculation information provided by your Treasury Management Officer for further details). This will eliminate and reduce errors.
6. There should be no spaces in scan-line.
7. A standardized return envelope is helpful in processing the items.

PAPER QUALITY AND SIZE (Scan Document)

Weight 20 to 24 lb. (75 to 90 g/m2)
Thickness 0.003 to 0.005 in. (0.076 to 0.127 mm)
Smoothness More than 200 (Sheffield Flow Units)
Reflectance 70% or more
Opacity More than 28%
Color White, recommended

Paper Size	**Minimum**	**Maximum**
Length	6.0” (152.4mm)	8.75" (222.3mm)
Height	2.75" (69.9mm)	3.67" (94.2mm)

Once the printed scan document (remittance stub, coupon, or voucher) has been designed; Cadence Bank will require samples for testing purposes. Approximately 1% sample coupons & envelopes should be sent to your Treasury Management Officer prior to implementation in order to guarantee system satisfaction. This process requires approximately ten (10) business days to complete.

CADENCE BANK

RETAIL LOCKBOX CHECK DIGIT

WHAT IS A CHECK DIGIT?

A check digit results from a mathematical calculation applied to a series of numbers. Remittance processing uses the Module 10, or Mod 10; the most common digit check routine. When printing a customer's bill, this routine performs on the scan-line which calculates the check digit.

WHY USE A CHECK DIGIT?

Two main reasons for using a check digit:

1. Using a **C**heck **D**igit **V**erification (CDV) routine ensures the integrity of the OCR scan-line.

2. **CDV** failures prevent possible misread scan-lines passing document validation.

HOW DOES CDV WORK?

Here is a sample scan-line:

1 2 3 4 5 6 7 8 9 0 0 5 3 0 0 0 0 0 0 4 0 0 0 0

CALCULATING A CHECK DIGIT

By applying the following Mod 10 (weighted first by a 1, second by a 2, third by a 1, fourth by a 2, etc.) routine to the scan-line, calculate a check digit by multiplying the first number by the weight of 1, the second by 2, etc., and then follow same process for the product line:

Scan Line	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**0**	**0**	**5**	**3**	**0**	**0**	**0**	**0**	**0**	**0**	**4**	**0**	**0**	**0**	**0**
Weight	1	2	1	2	1	2	1	2	1	2	1	2	1	2	1	2	1	2	1	2	1	2	1	2
Product	1	4	3	8	5	12	7	16	9	0	0	10	3	0	0	0	0	0	0	8	0	0	0	0

CHECK DIGIT

The sum of the product is 86. Divide this number by 10 and using the remainder for the modulus, the check digit would be 6. If you subtract the remainder (6) from the modulus (10), the check digit would be 4.

Notice the two possibilities in the above example – by using the remainder we have a check digit of 6, or by subtracting the remainder from the next highest factor of 10, we have a check digit of 4. Either one works. Now take the check digit and add it to the scan-line. The check digit appears either as the first digit or the last digit in the scan-line. To pass document validation, the OCR reader must read all scan-line numbers correctly or CDV fails and the document stops. Utilizing check digit and a CDV routine guarantees accurate readings of all numbers in the scan-line.

Treasury Management Services Agreement

☐New Set-up ☐Delete Set-up ☐ Additional ☐Replacement

RETAIL LOCKBOX COUPON AND DATA FILE OUTPUT CHECKLIST

Customer Name: _____ Date: _____

Remittance / Stub Information

1. Document Name: _____
2. Sample Provided: ☐ Yes ☐ No
3. OCR Line on Stub: ☐ Yes ☐ No
4. OCR Font(s) Used: ☐ OCRA ☐ OCRB ☐ Other: _____
5. Alpha in OCR line: ☐ Yes ☐ No

Stub Definition

Describe the fields within the scan line, such as full payment amount, minimum payment amount, account number etc.

Field Name	Length	Scan-line Position

Customer must supply check digit information:

CD Position: _____ CD Weight Pattern: _____

CD Modules: _____ Are weights applied ☐ Left to Right or ☐ Right to Left

Is the CD the sum of the digits, ones digit only or product additions: [S] [O] [P]

Compliment: _____ (If the CD will be subtracted from this value)

Ignore Spaces: _____ (If NO, Spaces will be treated as zeros)

Which field is included in the check digit routine: _____

Will a stop or EIP file be used: ☐ Yes ☐ No ☐ Daily ☐ Monthly

Required for Testing: 30 Coupons and 10 Envelopes TMO: _____

Client Initials: _____Date:_____

Treasury Management Services Agreement

☐New Set-up ☐Delete Set-up ☐ Additional ☐Replacement

RETAIL LOCKBOX COUPON AND DATA FILE OUTPUT CHECKLIST

Customer Name: _____ Date: _____

Data File Layout

File Format:
File Name:
Delivery Type:

Field Definitions (or attached document)

Field Name	Size	Field Type	Format	Description	Map from Coupon Field	Notes	

Data File Exception Process:

- Padding needed on any fields
- Padding character = Space, zero, other
- Left/right justified on applicable fields.
- Zero fill if no data or fill with Other characters e.g. 9

Client Initials: _____Date:_____

CADENCE BANK

ENVELOPE SPECIFICATIONS

Model	Min Length	Max Length	Min Height	Max Height	Notes
Opex 150	**6.00**	**9.50**	**3.50**	**6.40**	1. Shorter envelopes preferred for speed 2. Variable Height requires operator adjustment.

***** All dimensions are in inches.

Paper Properties:

I. Stiffness

High stiffness is always desirable. Basis weight may vary slightly from the values below if stiffness is maintained.

II. Paper Basis Weight

Uncoated White Wove:	20# minimum
Coated White Wove:	70# minimum, matte finish preferred
Recycled:	24# minimum (request testing for lighter weights)

III. Thickness

All envelopes to be run together as a single job must be of the same design and overall thickness. Envelope thickness variations exceeding .001" will degrade the quality of the extractor's thickness out sorting. Although worst case paper thickness tolerances within the paper manufacturing industry allow greater variation than specified above, field experience has proven than real life variations can be maintained as specified by high quality vendors.

Single paper supply sourcing is highly recommended for each envelope size or style used.

IV. Finish

Extremes of smoothness and coarseness should be avoided. Very smooth (highly calendared) envelopes may be slippery or retain ink poorly. Very coarse (toothy) envelopes are difficult to feed and stack.

V. Porosity

Low paper porosity is preferred. Failed extractions due to "bleed through" will be reduced as the porosity is decreased.

VI. Color

Image-based functions rely on print contrast against the paper. For this reason, dark colored paper should be avoided if image functions (Postnet Bar Code read, Change of Address, Mark Sense, Bent Corner detection) are desired.

Printing on the Envelope

1. Heavy printing under the glue line of the envelope flap will prevent the glue from adhering properly. If the flap or back seams are not fully sealed, an increase in paper jams and other serious extraction problems will occur.
2. Heavy printing, particularly on high gloss coated papers, will cause ink to transfer to paper handling components and increase down time for maintenance of those items.
3. Printing on the corners of the envelope will prevent optical detection of folded corners and should be avoided to optimize performance.

ENVELOPE CONSTRUCTION

General Construction

Envelope designs that result in damage from Post Office handling (torn windows or flaps, crumpled, previously opened etc.) will create problems for automated extraction equipment. The contact area of the envelope with the extraction mechanism must be structurally sound after cutting. The envelope sides must be connected securely to the contact area.

Trapping of Contents

Side seam envelope constructions may allow checks to become trapped under side seams, which may result in failed extractions. While these failed extractions may not cause the machine to jam, they will significantly increase manual processing of "reunites." The following are ways to minimize or eliminate the possibility of contents being trapped.

1. **Shorten the length:**
   If the envelope is short enough to prevent a 6" personal check from being inserted under the side seam, the problem is eliminated. This can be accomplished by either shortening the envelope or increasing the width of the side seam. (Side seam widths over 1" are not recommended, however, and the seam flap must be securely glued not more than 1/8" from its inside edge.)

2. **Use a Back Window:**
   Checks cannot be trapped under the flaps of a side seam envelope if the window is placed on the back of the envelope. The return document, correctly inserted by the customer, shields the check from the side seams.

3. **Use a Diagonal Seam Construction:**
   Checks cannot be trapped under the flaps when the envelope is constructed using the diagonal seam design.

4. **Secure the Side Seams:**
   Specify that the side seams be securely glued within 1/8" from the inside edge of the seam. A double glue line rather than a wide glue line may be required to accurately secure the outside of the seam at the same time.

Glue

Exposed glue on the inside of the envelope is unacceptable. Special attention should be paid to the glue on the flap. Even when poorly closed, the glue should not be exposed on the inside of the envelope. Flaps and windows should be glued securely and as near to their edges as possible without exposing glue inside the envelope.

Fold Quality

Folds should be adjusted such that the corners are perfect or open. Over-folded corners (ears) will require that the cut depth be increased to ensure complete opening.

Throat

A tapered throat is preferred to enable full customer insertion of the documents. This minimizes the probability of the customer's documents being folded over with the glue flap.

Flap Length

System 150

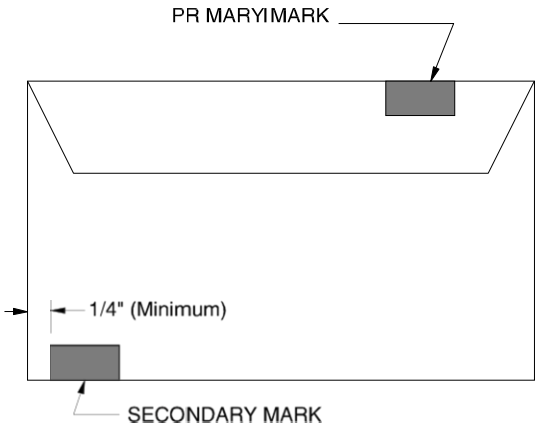
Long seal-flaps must fall at least 1/2" from the bottom edge of the envelope.

Bangtail (advertising flap) – Not Recommended

Bangtails can be accommodated, but should be designed to encourage easy removal. Attached bangtails sometimes cause misfeeds and will always result in reunites or other exceptions which must be handled manually.

Orientation Marks

Orientation marks on the edges of envelopes are highly recommended to assist in confirming orientation during mail preparation. Misoriented input will cause either output rejects or misoriented documents in the output. A very effective dual orientation mark system is shown below that highlights all misorientations while the mail is still in the tray or on the feed conveyor.



Windows and Window Location
While virtually any windowed envelope can be made to run on automated equipment, optimum performance is achieved by proper window placement and construction. Improper placement of the envelope window can severely degrade the performance of high speed automated extraction equipment. Two rules apply:

1. The opening mechanism (suction cup or friction) must not overlap uncovered windows.

2. The area (and closely adjacent areas) where the opening mechanism operates must be structurally intact and free of damage. A common problem of this type occurs when an uncovered window is located too near to the edge of the envelope and is torn by Post Office sorting equipment.

Uncovered Windows
The key elements for good performance using an uncovered window are size and location and therefore uncovered windows is the preferred design.

Window size should be minimized. Large uncovered windows create structural weaknesses and postal damage due to "snagging" in the stackers.

The window location must conform to the requirements for the extraction machine used to process the mail. (See diagrams on the next page.)

> **Tip:** If the return address can be printed on the envelope and only the Company name shows through the window, a small uncovered window can be used resulting in a cost effective high performance design.

Covered Windows
These are preferred when the window must be large or when the window location causes the problems mentioned above. The primary concern when using covered windows is the tendency for the covering material to develop and retain static electricity inside the envelope. If the window is in the extract area, this can cause contents to stick to the window and result in missed extractions (reunites). Reunites increase the customer's manual exception processing work.

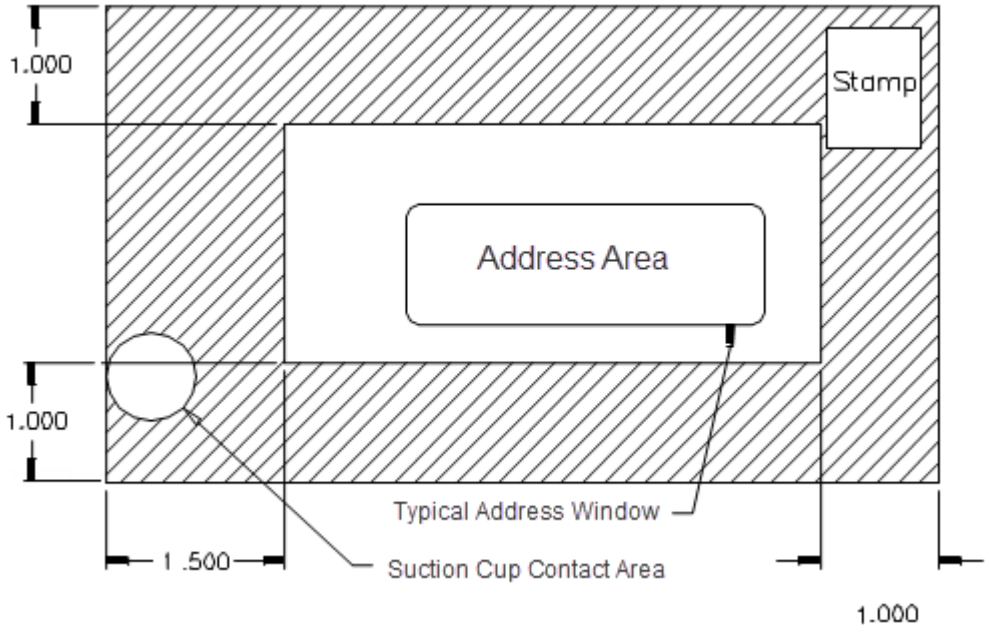
Window patch material may not be located within 1/8" of any edge of the envelope to prevent slivers from being created during the cutting process.

Covering Materials
Glassine holds much less static electricity than plastic patches. However, it is somewhat opaque (it looks like waxed paper) and may sometimes present problems reading a barcode through the window.

Plastic patch material is very clear, but can hold a significant static electric charge.

Diagrams
Both covered and uncovered window envelopes can be processed at peak performance if the envelope windows are located according to the following specifications.

System 150



Open windows must not overlap the shaded area.



CADENCE BANK

Batch Wire File Specification

Revised: August 20, 2015

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1.0 INTRODUCTION

This document guides you through the layout of a batch wire file. Each file may contain multiple wires, where each wire must be represented on a single line in the file. Each field is represented with a 4 digit numeric tag that is enclosed in braces i.e. {1500}. All fields except for 1000 (Type) and 2000 (Amount) are delimited by the asterisk. There are certain fields that contain multiple values that must be delimited by an asterisk between each value and at the end of the field i.e. Beneficiary. After the bank receives the wire file and successfully imports it, an acknowledgment file referred to as an ack1 will be returned for each wire that indicates to your system that we have accepted the wire. Then once a wire has been moved to its final status, a second acknowledgement file referred to as an ack2 will be returned that indicates to your system that the wire was processed or cancelled and if processed will include the IMAD information.

1.1 WIRE FILE LAYOUT

1.1.1 Sender Information

Field Tag: {1500}

Field Size: 12 characters

Required: Yes

Sample: {1500}02 P *

Notes: This field **always** contains ‘02’ followed by 8 spaces, then ‘P’ followed by a single space.

1.1.2 Type

Field Tag: {1510}

Field Size: 4 digit numeric

Required: Yes

Sample: {1510}1000

Notes: This field **always** contains 1000

1.1.3 Amount

Field Tag: {2000}

Field Size: 12 digit numeric

Required: Yes

Sample: {2000}000001234567

Notes: 12 digit numeric, right-justified with leading zeros, and implied decimal point and no commas. Amount in sample is $12,345.67

1.1.4 Sending ABA

Field Tag: {3100}

Field Size: 9 digit numeric

Required: Yes

Sample: {3100}062206295*

Notes: This field **always** contains 062206295

1.1.5 Sender's Reference

Field Tag: {3320}

Field Size: Up to 12 characters

Required: Yes

Sample: {3320}GF4321234581*

Notes: Must contain a unique value for each transaction / used to check for duplicates

1.1.6 Receiving ABA

Field Tag: {3400}

Field Size: 9 digit numeric

Required: Yes

Sample: {3400}062206295*

Notes: Contains the ABA number for the receiving institution

1.1.7 Business Function Code

Field Tag: {3600}

Field Size: 3 characters

Required: Yes

Sample: {3600}CTR*

Notes: This field **always** contains CTR

1.1.8 Intermediary Bank

Field Tag: {4000}

Field Size: Up to 5 segments of 35 characters each

Required: No

Sample: {4000}F062206295*CADENCE BANK N.A.*BIRMINGHAM AL*

Notes: Optional Party Field.

Segment 1 is ID Code and Identifier up to 35 characters and asterisk delimited

Segment 2 is Name up to 35 characters and asterisk delimited

Segments 3-5 are Address up to 35 characters each and asterisk delimited.

1.1.9 Beneficiary Bank

Field Tag: {4100}

Field Size: Up to 5 segments of 35 characters each

Required: No

Sample: {4100}F062206295*CADENCE BANK N.A.*BIRMINGHAM AL*

Notes: Optional Party Field.

Segment 1 is ID Code and Identifier up to 35 characters and asterisk delimited

Segment 2 is Name up to 35 characters and asterisk delimited

Segments 3-5 are Address up to 35 characters each and asterisk delimited.

1.1.10 Beneficiary

Field Tag: {4200}

Field Size: Up to 5 segments of 35 characters each

Required: Yes

Sample: {4200}D123456789*JON DOE*123 MAIN ST*ANYWHERE TX 54321*

Notes: Contains the Beneficiary Account Number, Beneficiary Name, and Beneficiary Address divided into 5 segments.

Segment 1 is Beneficiary Account (ID Code and Identifier) up to 35 characters and asterisk delimited
Segment 2 is Beneficiary Name up to 35 characters and asterisk delimited
Segments 3-5 are Beneficiary Address up to 35 characters each and asterisk delimited.

1.1.11 Reference for Beneficiary

Field Tag: {4320}

Field Size: Up to 16 characters

Required: No

Sample: {4320}ABCD1244*

Notes: Optional field to provide relevant information to the Beneficiary

1.1.12 Originator

Field Tag: {5000}

Field Size: Up to 35 characters

Required: Yes

Sample: {5000}D123456*

Notes: Contains your Account Number to debit for the wire transaction preceded by the letter D.

1.1.13 Originator to Beneficiary Information (OBI)

Field Tag: {6000}

Field Size: Up to 4 segments of 35 characters each

Required: No

Sample: {6000}SALE PROCEEDS*1234 MAIN ST*ANYWHERE TX*

Notes: Optional field that can contain up to 4 segments of 35 characters each with each segment being asterisk delimited to provide relevant information to the Beneficiary

1.1.14 FI to FI information (BBI)

Field Tag: {6500}

Field Size: Up to 6 segments of 35 characters each

Required: No

Sample: {6500}CADENCE BANK 123987*

Notes: Optional field that can contain up to 6 segments of 35 characters each with each segment being asterisk delimited to provide relevant information to the receiving bank

1.2 ACK1 FILE LAYOUT

The ACK1 file is a single line fixed width file that contains 4 fields where each field is separated by a single space.

1.2.1 Lead Bank Name

Field Size: 12

Starting Position: 1

Ending Position: 12

Contents: CADBATCH

1.2.2 Remote App Ref

Field Size: 12

Starting Position: 14

Ending Position: 25

Contents: This field contains the Sender's Reference Number from field {3320} in your wire file

1.2.3 Status Code

Field Size: 2

Starting Position: 27

Ending Position: 28

Contents: 02

1.2.4 Status Description

Field Size: 40

Starting Position: 30

Ending Position: 69

Contents: Transaction Accepted

1.3 ACK2 FILE LAYOUT

The ACK2 file is a single line fixed width file that contains 5 fields where each field is separated by a single space.

1.3.1 Lead Bank Name

Field Size: 12

Starting Position: 1

Ending Position: 12

Contents: CADBATCH

1.3.2 Remote App Ref

Field Size: 12

Starting Position: 14

Ending Position: 25

Sample: GF4321234581

Notes: This field contains the Sender's Reference Number from field {3320} in your wire file

1.3.3 Status Code

Field Size: 2

Starting Position: 27

Ending Position: 28

Contents: 00 or 01

1.3.4 Status Description

Field Size: 40

Starting Position: 30

Ending Position: 69

Contents: Transaction Successfully Processed or Transaction Cancelled

1.3.5 Fed IMAD (Blank if Status Code is 01)

Field Size: 22

Starting Position: 71

Ending Position: 92

Sample: 20150819MMQFMCAY000003

1.4 SAMPLE FILE STRUCTURE

The sample wires below show across multiple lines to be to able to fit within the page, but in the actual file each wire must contain all fields in a single line. Domestic and International USD Wires may be sent together in a single file.

1.4.1 Domestic Wire

1.4.1.1 Sample Domestic Wire with Required Fields Only

{1500}02 P *{1510}1000{2000}000000001000{3100}062206295*{3320}GF4321234567*{3400}062206295*{3600}CTR*
{4200}D123456789*JON DOE*123 MAIN ST*ANYWHERE TX 54321*{5000}D123456*

1.4.1.2 Sample Domestic Wire with Required and Optional Fields

{1500}02 P *{1510}1000{2000}000000002000{3100}062206295*{3320}GF4321234568*{3400}062206295*{3600}CTR*
{4000}F123456789*ANY BANK N.A.*ANYWHERE TX*{4100}F987654321*ABC BANK N.A.*SOMEWHERE AL*{4200}D123456789*JON DOE*
123 MAIN ST*ANYWHERE TX 54321*{4320}ABCD1244*{5000}D123456*{6000}SALE PROCEEDS*1234 MAIN ST*ANYWHERE
TX*{6500}CADENCE BANK 123995*

1.4.2 International USD Wire - To properly route an International USD wire, fields {3400} and {4000} must contain the information exactly as shown below.

1.4.2.1 Sample International USD Wire with Required Fields Only

{1500}02 P *{1510}1000{2000}000000003000{3100}062206295*{3320}GF4321234569*{3400}021000018*{3600}CTR*
{4000}D8901134902*CADENCE BANK N.A.*3500 COLONNADE PKWY*SUITE 600*BIRMINGHAM, AL 35243*{4100}BMACNGB21*M3
CAPITAL PARTNERS LIMITED*47 KING WILLIAM STREET*LONDON*UNITED KINGDOM{4200}DGB223NWBK201456789*JON DOE*123
MAIN ST*GREAT BRITAIN*{5000}D123456*

1.4.2.2 Sample International USD Wire with Required and Optional Fields

{1500}02 P *{1510}1000{2000}000000004000{3100}062206295*{3320}GF4321234570*{3400}021000018*{3600}CTR*
{4000}D8901134902*CADENCE BANK N.A.*3500 COLONNADE PKWY*SUITE 600*BIRMINGHAM, AL 35243*{4100}BMACNGB21*M3
CAPITAL PARTNERS LIMITED*47 KING WILLIAM STREET*LONDON*UNITED KINGDOM{4200}DGB223NWBK201456789*JON DOE*123
MAIN ST*GREAT BRITAIN*{4320}ABCD1245*{5000}D123456*{6000}SALE PROCEEDS*1234 MAIN ST*ANYWHERE TX*{6500}CADENCE
BANK 123996*

1.4.3 ACK1 File

CADBATCH GF4321234567 02 Transaction Accepted

1.4.4 ACK2 File

1.4.4.1 Wire Processed

CADBATCH GF4321234567 00 Transaction Successfully Processed 20150819MMQFMCAY000003

1.4.4.1 Wire Rejected

CADBATCH GF4321234570 01 Transaction Cancelled

CADENCE BANK

Automated Clearing House
NACHA File Specification

Cadence Bank Treasury Management – September 2014

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Chapter 1 – ACH File Transmission Service

1.1 Introduction

This document is your guide to Cadence Bank's ACH File Transmission Service. This service will allow you to originate ACH items through Cadence Bank by sending a NACHA formatted file. Cadence Bank can deliver a NACHA formatted file with ACH Return and Notification of Change items based on your origination activity. Cadence Bank can also deliver a NACHA formatted file with your received ACH activity that contains addenda records.

1.2 Data Specifications for ACH Records

TYPE OF FIELD	ALPHABETIC/ALPHANUMERIC	NUMERIC
Valid Characters	0-9, A-Z, a-z, space, EBCDIC values greater than hexadecimal "3F", ASCII values greater than hexadecimal "1F"	0-9
Justification	Left	Right
Empty Field Handling	Space filled	Zero Filled
Special Notes	Certain fields require the use of UPPER CASE characters – see below.	Must be unsigned (Neither positive (+) or negative (-) signage.)

1.2.1 UPPER CASE CHARACTERS

UPPER CASE characters must be users for all of the following:

- all alphabetic characters within the Standard Entry Class Code field;
- all alphabetic characters within the File ID Modifier field;
- all alphabetic characters within the Change Code field;
- all alphabetic characters within the Return Reason Code field;
- Company Entry Description fields containing the words "REVERSAL," "RETURN FEE," "RECLAIM," "NONSETTLED," "REDEPCHECK" (for RCK entries), "NO CHECK" (for XCK entries), and "HCCLAIMPMT" (for Health Care EFT Transactions); and
- Company Name fields containing the words "CHECK DESTROYED" (for XCK entries).

1.3 Sequence of Records in ACH Files

The records in ACH files must be in the following sequence:

File Header Record

Batch #1

Company/Batch Header Record
Entry Detail Records (with/without optional Addenda Records)
Company/Batch Control Record

Batch #2

Company/Batch Header Record
Entry Detail Records (with/without optional Addenda Records)
Company/Batch Control Record

Batch #n

Company/Batch Header Record
Entry Detail Records (with/without optional Addenda Records)
Company/Batch Control Record

File Control Record

Any other sequence will cause the File to be rejected.*

1.4 File Structure

File Header Record
The File Header Record designates File characteristics and identifies the immediate origin and destination of the Entries contained within the File. In addition, this Record includes date, time, and File identification fields, which can be used to identify the File uniquely

Company/Batch Header Record
The Company/Batch Header Record identifies the Originator and briefly describes the purpose of the Entry. For example, “Gas Bill” or “REG SALARY” indicates the reason for the transaction originated by the Originator. The Company/Batch Header Record contains the routing number of the ODFI for settlement, routing of Returns, and other control purposes. In addition, the Company/Batch Header Record indicates the intended Effective Entry Date of all transactions within the batch. The information contained in the Company/Batch Header record applies uniformly to all subsequent Entry Detail Records in the batch.

Entry Detail Record
Entry Detail Records contain that information sufficient to relate the Entry to the Receiver, i.e., Receiver’s account number, name, amount, and debit or credit, as indicated by the Transaction Code.

The information in the Company/Batch Header Record must be incorporated with the Entry Detail Record to fully describe the Entry and all participants in the transaction. The information in the Company/Batch Header Record identifies the Originator; the Trace Number identifies the ODFI; DFI routing and account information identifies both the RDFI and the specific account. In addition to basic Entry format, Transaction Codes for Entry Detail Records have been defined to accommodate Prenotification records, zero dollar CCD, CTX and Return Entries.

Prenotifications are identical to the basic Entry format but contain appropriate Transaction Codes and zeros in the Amount field. Prenotifications can be batched with other dollar entries or batch separately.

Zero dollar CCD and CTX Entries are identical to the basic Entry format but contain appropriate Transaction Codes and zeros in the Amount field. Zero dollar CCD and CTX Entries can be batched with other CCD and CTX dollar Entries or batch separately. A zero dollar CCD or CTX Entry must be accompanied by at least one Addenda Record.



Addenda Records
Originators can use Addenda Records to supply additional information about Entry Detail Records that will pass from the ODFI through the ACH Operator to the RDFI. Addenda Records associated with the original Entry Detail Record are not included with any Entry Detail Record being returned. Only NACHA sanctioned formats are permitted, as specified by the Addenda Type Code. Addenda Record information may only be used for the purpose of Transmitting payment related information. Any other use is prohibited. Each application, with its corresponding number of addenda records, is listed in the chart on the following page.

SEC CODE	CONTENTS	MAXIMUM NUMBER OF ADDENDA RECORDS	OPTIONAL/ MANDATORY
ARC	N/A	0	N/A
BOC	N/A	0	N/A
CCD, PPD	Payment Related ANSI ASC X12 data segments, NACHA endorsed banking convention	1	Optional
CTX	ANSI ASC X12.5 or X12.6 syntax, an ASC X12 transaction set containing a BPR or BPS data segment, or payment related UN/EDIFACT syntax	9,999	Optional
POP	N/A	0	N/A
RCK	N/A	0	N/A
TEL	N/A	0	N/A
WEB	Payment related ANSI ASC X12 data segments, NACHA endorsed banking convention	1	Optional
XCK	N/A	0	N/A

Company/Batch Control Record
The Company/Batch Control Record contains the counts, hash totals, and total dollar controls for the preceding Entries within the batch.

All Entry Detail Records are hashed. Both Entry Detail Records and Addenda Records are included in the Entry/Addenda counts; Batch Header and Batch Control Records are not included

File Control Record
The File Control Record contains dollar, Entry, and hash total accumulations from the Company/Batch Control Records in the File. This Record also contains counts of the number of blocks and the number of batches within the File.

Chapter 2 – ACH Record Format Specifications

2.1 Record Formats

The ACH Record formats appear on the following pages. The first Record formats (2.1.1) are the File Header and File Control Records. These two Records act as the outermost envelope of an ACH transaction and convey information related to the destination and origin of the transaction, as well as the total amount of debits and credits within the File. The format of these Records is consistent for all Entries, regardless of the Standard Entry Class Code.

The second set of Record formats (2.1.2) contains the Company/Batch Header and Company/Batch Control Records. The Batch Records act as an inner envelope, combining similar Entries and providing information about the Originator.

The remaining Sequence of Records (2.1.3-2.1.3.14) contains the Company/Batch Header, Entry Detail Records and Addenda Records according to Standard Entry Class Code.

2.1.1 ACH File Record Format

2.1.1.1 File Header Record

FIELD	DATA ELEMENT NAME	FIELD INCLUSION REQUIREMENT	TYPE	CONTENTS/COMMENTS	LENGTH	POSITION
1	**RECORD TYPE CODE**	M	Numeric	'1'	1	01-01
2	**PRIORITY CODE**	R	Numeric	'01'	2	02-03
3	**IMMEDIATE DESTINATION**	M	bTTTTAAAAC	Position 4 is blank, then the Cadence Bank transit routing number i.e.: ' 062206295'	10	04-13
4	**IMMEDIATE ORIGIN**	M	bTTTTAAAAC	Position 14 is blank, then your company's tax ID number	10	14-23
5	**FILE CREATION DATE**	M	Numeric	YYMMDD	6	24-29
6	**FILE CREATION TIME**	O	Numeric	HHMM	4	30-33
7	**FILE ID MODIFIER**	M	Alphanumeric	UPPER CASE A-Z NUMERIC 0-9	1	34-34
8	**RECORD SIZE**	M	Numeric	'094'	3	35-37
9	**BLOCKING FACTOR**	M	Numeric	'10'	2	38-39
10	**FORMAT CODE**	M	Numeric	'1'	1	40-40
11	**IMMEDIATE DESTINATION NAME**	O	Alphanumeric	'CADENCE BANK'	23	41-63
12	**IMMEDIATE ORIGIN NAME**	O	Alphanumeric	Your company name up to 23 characters; Must be UPPERCASE A-Z or 0-9	23	64-86
13	**REFERENCE CODE**	O	Alphanumeric	For your company's use; Must be UPPERCASE A-Z or 0-9	8	87-94

2.1.1.2 File Control Record

FIELD	DATA ELEMENT NAME	FIELD INCLUSION REQUIREMENT	Type	CONTENTS/ COMMENTS	LENGTH	POSITION
1	**RECORD TYPE CODE**	M	Numeric	'9'	1	01-01
2	**BATCH COUNT**	M	Numeric	Must be equal to the number of batches in the file	6	02-07
3	**BLOCK COUNT**	M	Numeric	Must be equal to the number of blocks in the file. Compute by dividing the total number of records in the file by 10 and round up to the nearest whole number	6	08-13
4	**ENTRY/ ADDENDA COUNT**	M	Numeric	Must equal the number of entry detail and addenda records in the file	8	14-21
5	**ENTRY HASH**	M	Numeric	The sum of positions 4-11 of all entry detail records in the file	10	22-31
6	**TOTAL DEBIT ENTRY DOLLAR AMOUNT IN FILE**	M	$$$$$$$$$$¢¢	Must equal the total debit dollar amount in the file. Zero filled and right justified	12	32-43
7	**TOTAL CREDIT ENTRY DOLLAR AMOUNT IN FILE**	M	$$$$$$$$$$¢¢	Must equal the total credit dollar amount in the file. Zero filled and right justified	12	44-55
8	**RESERVED**	N/A	Blank	Leave Blank	39	56-94

2.1.2 ACH Batch Record Format

2.1.2.1 Company/Batch Header Record

FIELD	DATA ELEMENT NAME	FIELD INCLUSION REQUIREMENT	TYPE	CONTENTS/ COMMENTS	LENGTH	POSITION
1	**RECORD TYPE CODE**	M	Numeric	'5'	1	01-01
2	**SERVICE CLASS CODE**	M	Numeric	200 – Both credit and debit 220 – Credit only 225 – Debit only	3	02-04
3	**COMPANY NAME**	M	Alpha-numeric	Your Company's Name up to 16 charaters	16	05-20
4	**COMPANY DISCRETIONARY DATA**	O	Alpha-numeric	Optional field for company use	20	21-40
5	**COMPANY IDENTIFICATION**	M	Alpha-numeric	Your 10 digit company identifier assigned to you by Cadence Bank. Usually your IRS Federal Tax ID preceded by a "1"[1]	10	41-50
6	**STANDARD ENTRY CLASS CODE**	M	Alpha-numeric	PPD, CCD, CTX, etc.	3	51-53
7	**COMPANY ENTRY DESCRIPTION**	M	Alpha-numeric	Example: Payroll	10	54-63
8	**COMPANY DESCRIPTIVE DATE**	O	Alpha-numeric	Example: Jan 25	6	64-69
9	**EFFECTIVE ENTRY DATE**	R	YYMMDD	Desired settlement date	6	70-75
10	**SETTLEMENT DATE (JULIAN)**	Inserted by ACH Operator	Numeric	Leave Blank	3	76-78
11	**ORIGINATOR STATUS CODE**	M	Alpha-numeric	'1'	1	79-79
12	**ORIGINATING DFI IDENTIFICATION**	M	TTTTAAAA	'06220629'	8	80-87
13	**BATCH NUMBER**	M	Numeric	Should start with 0000001 and increment by 1 for the next batch	7	88-94

[1]If your company will be sending multiple ACH files types and there is a need to offset to different account numbers, Cadence Bank will assign you a unique Company ID per offset account.

2.1.2.2 Company/Batch Control Record

FIELD	DATA ELEMENT NAME	FIELD INCLUSION REQUIREMENT	TYPE	CONTENT/ COMMENTS	LENGTH	POSITION
1	**RECORD TYPE CODE**	M	Numeric	'8'	1	01-01
2	**SERVICE CLASS CODE**	M	Numeric	200	3	02-04
3	**ENTRY/ ADDENDA COUNT**	M	Numeric	Must equal the number of entry detail and addenda records within the batch	6	05-10
4	**ENTRY HASH**	M	Numeric	The sum of positions 4-11 of all entry detail records in the batch	10	11-20
5	**TOTAL DEBIT ENTRY DOLLAR AMOUNT**	M	$$$$$$$$$$¢¢	Must equal the debit dollar amount in the batch. Zero filled and right justified	12	21-32
6	**TOTAL CREDIT ENTRY DOLLAR AMOUNT**	M	$$$$$$$$$$¢¢	Must equal the total credit dollar amount in the batch. Zero filled and right justified	12	33-44
7	**COMPANY IDENTIFICATION**	R	Alphanumeric	Must match positions 41-50 in the Batch Header Record	10	45-54
8	**MESSAGE AUTHENTICATION CODE**	O	Alphanumeric	Leave Blank	19	55-73
9	**RESERVED**	N/A	Blank	Leave Blank	6	74-79
10	**ORIGINATING DFI IDENTIFICATION**	M	TTTTAAAA	Must match positions 80-87 in the Batch Header Record	8	80-87
11	**BATCH NUMBER**	M	Numeric	Same as positions 88-94 in the Batch Header Record	7	88-94

2.1.3 Entry Detail/Addenda Records

2.1.3.1 ARC Entry Detail Record

FIELD	DATA ELEMENT NAME	FIELD INCLUSION REQUIREMENT	TYPE	CONTENTS/ COMMENTS	LENGTH	POSITION
1	**RECORD TYPE CODE**	M	Numeric	'6'	1	01-01
2	**TRANSACTION CODE**	M	Numeric	22-Checking Credit 23-Checking Credit Prenote 27-Checking Debit 28-Checking Debit Prenote 32-Savings Credit 33-Savings Credit Prenote 37-Savings Debit 38-Savings Debit Prenote	2	02-03
3	**RECEIVING DFI IDENTIFICATION**	M	TTTTAAAA	Must be a valid receiving bank ABA number	8	04-11
4	**CHECK DIGIT**	M	Numeric	Check digit of previous receiving ABA number	1	12-12
5	**DFI ACCOUNT NUMBER**	R	Alpha-numeric	The receivers bank account number. Must be left justified, blank filled	17	13-29
6	**AMOUNT**	M	$$$$$$$$¢¢	Must be right justified and zero filled, no signs	10	30-39
7	**CHECK SERIAL NUMBER**	M	Alpha-numeric	Serial Number contained on the Eligible Source Document used for Entry	15	40-54
8	**INDIVIDUAL NAME/ RECEIVING COMPANY NAME**	O	Alpha-numeric	Name of Receiver	22	55-76
9	**DISCRETIONARY DATA**	O	Alpha-numeric	Optional	2	77-78
10	**ADDENDA RECORD INDICATOR**	M	Numeric	'0'	1	79-79
11	**TRACE NUMBER**	M	Numeric	Must begin with the Cadence Bank ABA number i.e.: '062206290000001'	15	80-94

2.1.3.2 BOC Entry Detail Record

FIELD	DATA ELEMENT NAME	FIELD INCLUSION REQUIREMENT	TYPE	CONTENTS/ COMMENTS	LENGTH	POSITION
1	**RECORD TYPE CODE**	M	Numeric	'6'	1	01-01
2	**TRANSACTION CODE**	M	Numeric	22-Checking Credit 23-Checking Credit Prenote 27-Checking Debit 28-Checking Debit Prenote 32-Savings Credit 33-Savings Credit Prenote 37-Savings Debit 38-Savings Debit Prenote	2	02-03
3	**RECEIVING DFI IDENTIFICATION**	M	TTTTAAAA	Must be a valid receiving bank ABA number	8	04-11
4	**CHECK DIGIT**	M	Numeric	Check digit of previous receiving ABA number	1	12-12
5	**DFI ACCOUNT NUMBER**	R	Alpha-numeric	The receivers bank account number. Must be left justified, blank filled	17	13-29
6	**AMOUNT**	M	$$$$$$$$¢¢	Must be right justified and zero filled, no signs	10	30-39
7	**CHECK SERIAL NUMBER**	M	Alpha-numeric	Serial Number contained on the Eligible Source Document used for Entry	15	40-54
8	**INDIVIDUAL NAME/ RECEIVING COMPANY NAME**	O	Alpha-numeric	Name of Receiver	22	55-76
9	**DISCRETIONARY DATA**	O	Alpha-numeric	Optional	2	77-78
10	**ADDENDA RECORD INDICATOR**	M	Numeric	'0'	1	79-79
11	**TRACE NUMBER**	M	Numeric	Must begin with the Cadence Bank ABA number i.e.: '062206290000001'	15	80-94

2.1.3.3 CCD Entry Detail Record

FIELD	DATA ELEMENT NAME	FIELD INCLUSION REQUIREMENT	TYPE	CONTENTS/ COMMENTS	LENGTH	POSITION
1	**RECORD TYPE CODE**	M	Numeric	'6'	1	01-01
2	**TRANSACTION CODE**	M	Numeric	22-Checking Credit 23-Checking Credit Prenote 27-Checking Debit 28-Checking Debit Prenote 32-Savings Credit 33-Savings Credit Prenote 37-Savings Debit 38-Savings Debit Prenote	2	02-03
3	**RECEIVING DFI IDENTIFICATION**	M	TTTTAAAA	Must be a valid receiving bank ABA number	8	04-11
4	**CHECK DIGIT**	M	Numeric	Check digit of previous receiving ABA number	1	12-12
5	**DFI ACCOUNT NUMBER**	R	Alpha-numeric	The receivers bank account number. Must be left justified, blank filled	17	13-29
6	**AMOUNT**	M	$$$$$$$$$¢¢	Must be right justified and zero filled, no signs	10	30-39
7	**IDENTIFICATION NUMBER**	O	Alpha-numeric	Optional	15	40-54
8	**RECEIVING COMPANY NAME**	R	Alpha-numeric	Name of Receiver	22	55-76
9	**DISCRETIONARY DATA**	O	Alpha-numeric	Optional	2	77-78
10	**ADDENDA RECORD INDICATOR**	M	Numeric[1]	'0' or '1'	1	79-79
11	**TRACE NUMBER**	M	Numeric	Must begin with the Cadence Bank ABA number i.e.: '062206290000001'	15	80-94

[1]For Health Care EFT Transactions, the Addenda Record Indicator of the CCD Entry must always contain a value of '1.'

2.1.3.4 CCD Addenda Record

FIELD	DATA ELEMENT NAME	FIELD INCLUSION REQUIREMENT	TYPE	CONTENTS/ COMMENTS	LENGTH	POSITION
1	**RECORD TYPE CODE**	M	Numeric	'7'	1	01-01
2	**ADDENDA TYPE CODE**	M	Numeric	'05'	2	02-03
3	**PAYMENT RELATED INFORMATION**	O	Alpha-numeric[1]	Optional	80	04-83
4	**ADDENDA SEQUENCE NUMBER**	M	Numeric	Right justified, zero filled	4	84-87
5	**ENTRY DETAIL SEQUENCE NUMBER**	M	Numeric	Same as the last 7 digits of the trace number of the related Entry Detail Record	7	88-94

[1]For Health Care EFT Transactions, the Payment Related Information Field of the CCD Entry Addenda Record must always contain the ASC X12 Version 5010 835 TRN Segment

2.1.3.5 CTX Entry Detail Record

FIELD	DATA ELEMENT NAME	FIELD INCLUSION REQUIREMENT	TYPE	CONTENTS/ COMMENTS	LENGTH	POSITION
1	**RECORD TYPE CODE**	M	Numeric	'6'	1	01-01
2	**TRANSACTION CODE**	M	Numeric	22-Checking Credit 23-Checking Credit Prenote 27-Checking Debit 28-Checking Debit Prenote 32-Savings Credit 33-Savings Credit Prenote 37-Savings Debit 38-Savings Debit Prenote	2	02-03
3	**RECEIVING DFI IDENTIFICATION**	M	TTTTAAAA	Must be a valid receiving bank ABA number	8	04-11
4	**CHECK DIGIT**	M	Numeric	Check digit of previous receiving ABA number	1	12-12
5	**DFI ACCOUNT NUMBER**	R	Alpha-numeric	The receivers bank account number. Must be left justified, blank filled	17	13-29
6	**TOTAL AMOUNT**	M	$$$$$$$$$¢¢	Must be right justified and zero filled, no signs	10	30-39
7	**IDENTIFICATION NUMBER**	O	Alpha-numeric	Optional	15	40-54
8	**NUMBER OF ADDENDA RECORDS**	M	Numeric	The total number of Addenda Records to be included with this Detail Record	4	55-58
9	**RECEIVING COMPANY NAME/ID NUMBER**	R	Alpha-numeric	Name of Receiver	16	59-74
10	**RESERVED**	N/A	Blank	Leave Blank	2	75-76
10	**DISCRETIONARY DATA**	O	Alpha-numeric	Optional	2	77-78
10	**ADDENDA RECORD INDICATOR**	M	Numeric	'0' or '1'	1	79-79
11	**TRACE NUMBER**	M	Numeric	Must begin with the Cadence Bank ABA number i.e.: '062206290000001'	15	80-94

2.1.3.6 CTX Addenda Record

FIELD	DATA ELEMENT NAME	FIELD INCLUSION REQUIREMENT	TYPE	CONTENTS/ COMMENTS	LENGTH	POSITION
1	**RECORD TYPE CODE**	M	Numeric	'7'	1	01-01
2	**ADDENDA TYPE CODE**	M	Numeric	'05'	2	02-03
3	**PAYMENT RELATED INFORMATION**	O	Alpha-numeric	Optional	80	04-83
4	**ADDENDA SEQUENCE NUMBER**	M	Numeric	Right justified, zero filled	4	84-87
5	**ENTRY DETAIL SEQUENCE NUMBER**	M	Numeric	Same as the last 7 digits of the trace number of the related Entry Detail Record	7	88-94

2.1.3.7 POP Entry Detail Record

FIELD	DATA ELEMENT NAME	FIELD INCLUSION REQUIREMENT	TYPE	CONTENTS/ COMMENTS	LENGTH	POSITION
1	**RECORD TYPE CODE**	M	Numeric	'6'	1	01-01
2	**TRANSACTION CODE**	M	Numeric	22-Checking Credit 23-Checking Credit Prenote 27-Checking Debit 28-Checking Debit Prenote 32-Savings Credit 33-Savings Credit Prenote 37-Savings Debit 38-Savings Debit Prenote	2	02-03
3	**RECEIVING DFI IDENTIFICATION**	M	TTTTAAAA	Must be a valid receiving bank ABA number	8	04-11
4	**CHECK DIGIT**	M	Numeric	Check digit of previous receiving ABA number	1	12-12
5	**DFI ACCOUNT NUMBER**	R	Alpha-numeric	The receivers bank account number. Must be left justified, blank filled	17	13-29
6	**AMOUNT**	M	$$$$$$$$$¢¢	Must be right justified and zero filled, no signs	10	30-39
7	**CHECK SERIAL NUMBER**	M	Alpha-numeric	Must contain the Check Serial Number contained on the Eligible Source Document used for the Entry	9	40-48
8	**TERMINAL CITY**	M	Alpha-numeric	Abbreviated name to identify the city in which the Electronic terminal is located	4	49-52
9	**TERMINAL STATE**	M	Alpha-numeric	Identifies the state in which the Electronic terminal is located	2	53-54
10	**INDIVIDUAL NAME/ RECEIVING COMPANY NAME**	O	Alpha-numeric	Name of Receiver	22	55-76
11	**DISCRETIONARY DATA**	O	Alpha-numeric	Optional	2	77-78
12	**ADDENDA RECORD INDICATOR**	M	Numeric	'0'	1	79-79
13	**TRACE NUMBER**	M	Numeric	Must begin with the Cadence Bank ABA number i.e.: '062206290000001'	15	80-94

2.1.3.8 PPD Entry Detail Record

FIELD	DATA ELEMENT NAME	FIELD INCLUSION REQUIREMENT	TYPE	CONTENTS/ COMMENTS	LENGTH	POSITION
1	**RECORD TYPE CODE**	M	Numeric	'6'	1	01-01
2	**TRANSACTION CODE**	M	Numeric	22-Checking Credit 23-Checking Credit Prenote 27-Checking Debit 28-Checking Debit Prenote 32-Savings Credit 33-Savings Credit Prenote 37-Savings Debit 38-Savings Debit Prenote	2	02-03
3	**RECEIVING DFI IDENTIFICATION**	M	TTTTAAAA	Must be a valid receiving bank ABA number	8	04-11
4	**CHECK DIGIT**	M	Numeric	Check digit of previous receiving ABA number	1	12-12
5	**DFI ACCOUNT NUMBER**	R	Alpha-numeric	The receivers bank account number. Must be left justified, blank filled	17	13-29
6	**AMOUNT**	M	$$$$$$$$¢¢	Must be right justified and zero filled, no signs	10	30-39
7	**IDENTIFICATION NUMBER**	O	Alpha-numeric	Optional	15	40-54
8	**INDIVIDUAL NAME**	R	Alpha-numeric	Name of Receiver	22	55-76
9	**DISCRETIONARY DATA**	O	Alpha-numeric	Optional	2	77-78
10	**ADDENDA RECORD INDICATOR**	M	Numeric	'0' or '1'	1	79-79
11	**TRACE NUMBER**	M	Numeric	Must begin with the Cadence Bank ABA number i.e.: '062206290000001'	15	80-94

2.1.3.9 PPD Addenda Record

FIELD	DATA ELEMENT NAME	FIELD INCLUSION REQUIREMENT	TYPE	CONTENTS/ COMMENTS	LENGTH	POSITION
1	**RECORD TYPE CODE**	M	Numeric	'7'	1	01-01
2	**ADDENDA TYPE CODE**	M	Numeric	'05'	2	02-03
3	**PAYMENT RELATED INFORMATION**	O	Alpha-numeric	Optional	80	04-83
4	**ADDENDA SEQUENCE NUMBER**	M	Numeric	Right justified, zero filled	4	84-87
5	**ENTRY DETAIL SEQUENCE NUMBER**	M	Numeric	Same as the last 7 digits of the trace number of the related Entry Detail Record	7	88-94

2.1.3.10 RCK Entry Detail Record

FIELD	DATA ELEMENT NAME	FIELD INCLUSION REQUIREMENT	TYPE	CONTENTS/ COMMENTS	LENGTH	POSITION
1	**RECORD TYPE CODE**	M	Numeric	'6'	1	01-01
2	**TRANSACTION CODE**	M	Numeric	22-Checking Credit 23-Checking Credit Prenote 27-Checking Debit 28-Checking Debit Prenote 32-Savings Credit 33-Savings Credit Prenote 37-Savings Debit 38-Savings Debit Prenote	2	02-03
3	**RECEIVING DFI IDENTIFICATION**	M	TTTTAAAA	Must be a valid receiving bank ABA number	8	04-11
4	**CHECK DIGIT**	M	Numeric	Check digit of previous receiving ABA number	1	12-12
5	**DFI ACCOUNT NUMBER**	R	Alpha-numeric	The receivers bank account number. Must be left justified, blank filled	17	13-29
6	**AMOUNT**	M	$$$$$$$$¢¢	Must be right justified and zero filled, no signs	10	30-39
7	**CHECK SERIAL NUMBER**	M	Alpha-numeric	Serial Number contained on the Eligible Source Document used for Entry	15	40-54
8	**INDIVIDUAL NAME**	R	Alpha-numeric	Name of Receiver	22	55-76
9	**DISCRETIONARY DATA**	O	Alpha-numeric	Optional	2	77-78
10	**ADDENDA RECORD INDICATOR**	M	Numeric	'0'	1	79-79
11	**TRACE NUMBER**	M	Numeric	Must begin with the Cadence Bank ABA number i.e.: '062206290000001'	15	80-94

2.1.3.11 TEL Entry Detail Record

FIELD	DATA ELEMENT NAME	FIELD INCLUSION REQUIREMENT	TYPE	CONTENTS/ COMMENTS	LENGTH	POSITION
1	**RECORD TYPE CODE**	M	Numeric	'6'	1	01-01
2	**TRANSACTION CODE**	M	Numeric	22-Checking Credit 23-Checking Credit Prenote 27-Checking Debit 28-Checking Debit Prenote 32-Savings Credit 33-Savings Credit Prenote 37-Savings Debit 38-Savings Debit Prenote	2	02-03
3	**RECEIVING DFI IDENTIFICATION**	M	TTTTAAAA	Must be a valid receiving bank ABA number	8	04-11
4	**CHECK DIGIT**	M	Numeric	Check digit of previous receiving ABA number	1	12-12
5	**DFI ACCOUNT NUMBER**	R	Alpha-numeric	The receivers bank account number. Must be left justified, blank filled	17	13-29
6	**AMOUNT**	M	$$$$$$$$¢¢	Must be right justified and zero filled, no signs	10	30-39
7	**IDENTIFICATION NUMBER**	O	Alpha-numeric	Optional	15	40-54
8	**INDIVIDUAL NAME**	M	Alpha-numeric	Name of Receiver	22	55-76
9	**PAYMENT TYPE CODE**	O	Alpha-numeric	'R' for a Recurring Entry and 'S' for a Single Entry	2	77-78
10	**ADDENDA RECORD INDICATOR**	M	Numeric	'0'	1	79-79
11	**TRACE NUMBER**	M	Numeric	Must begin with the Cadence Bank ABA number i.e.: '062206290000001'	15	80-94

2.1.3.12 WEB Entry Detail Record

FIELD	DATA ELEMENT NAME	FIELD INCLUSION REQUIREMENT	TYPE	CONTENTS/ COMMENTS	LENGTH	POSITION
1	**RECORD TYPE CODE**	M	Numeric	'6'	1	01-01
2	**TRANSACTION CODE**	M	Numeric	22-Checking Credit 23-Checking Credit Prenote 27-Checking Debit 28-Checking Debit Prenote 32-Savings Credit 33-Savings Credit Prenote 37-Savings Debit 38-Savings Debit Prenote	2	02-03
3	**RECEIVING DFI IDENTIFICATION**	M	TTTTAAAA	Must be a valid receiving bank ABA number	8	04-11
4	**CHECK DIGIT**	M	Numeric	Check digit of previous receiving ABA number	1	12-12
5	**DFI ACCOUNT NUMBER**	R	Alpha-numeric	The receivers bank account number. Must be left justified, blank filled	17	13-29
6	**AMOUNT**	M	$$$$$$$$¢¢	Must be right justified and zero filled, no signs	10	30-39
7	**IDENTIFICATION NUMBER**	O	Alpha-numeric	Optional	15	40-54
8	**INDIVIDUAL NAME**	M	Alpha-numeric	Name of Receiver	22	55-76
9	**PAYMENT TYPE CODE**	R	Alpha-numeric	'R' for a Recurring Entry and 'S' for a Single Entry	2	77-78
10	**ADDENDA RECORD INDICATOR**	M	Numeric	'0' or '1'	1	79-79
11	**TRACE NUMBER**	M	Numeric	Must begin with the Cadence Bank ABA number i.e.: '062206290000001'	15	80-94

2.1.3.13 WEB Addenda Record

FIELD	DATA ELEMENT NAME	FIELD INCLUSION REQUIREMENT	TYPE	CONTENTS/ COMMENTS	LENGTH	POSITION
1	**RECORD TYPE CODE**	M	Numeric	'7'	1	01-01
2	**ADDENDA TYPE CODE**	M	Numeric	'05'	2	02-03
3	**PAYMENT RELATED INFORMATION**	O	Alpha-numeric	Optional	80	04-83
4	**ADDENDA SEQUENCE NUMBER**	M	Numeric	Right justified, zero filled	4	84-87
5	**ENTRY DETAIL SEQUENCE NUMBER**	M	Numeric	Same as the last 7 digits of the trace number of the related Entry Detail Record	7	88-94

2.1.3.14 XCK Entry Detail Record

FIELD	DATA ELEMENT NAME	FIELD INCLUSION REQUIREMENT	TYPE	CONTENTS/ COMMENTS	LENGTH	POSITION
1	**RECORD TYPE CODE**	M	Numeric	'6'	1	01-01
2	**TRANSACTION CODE**	M	Numeric	22-Checking Credit 23-Checking Credit Prenote 27-Checking Debit 28-Checking Debit Prenote 32-Savings Credit 33-Savings Credit Prenote 37-Savings Debit 38-Savings Debit Prenote	2	02-03
3	**RECEIVING DFI IDENTIFICATION**	M	TTTTAAAA	Must be a valid receiving bank ABA number	8	04-11
4	**CHECK DIGIT**	M	Numeric	Check digit of previous receiving ABA number	1	12-12
5	**DFI ACCOUNT NUMBER**	R	Alpha-numeric	The receivers bank account number. Must be left justified, blank filled	17	13-29
6	**AMOUNT**	M	$$$$$$$$¢¢	Must be right justified and zero filled, no signs	10	30-39
7	**CHECK SERIAL NUMBER**	M	Alpha-numeric	Serial Number contained on the Eligible Source Document used for Entry	15	40-54
8	**PROCESS CONTROL FIELD**	R	Alpha-numeric	Identifies the document type	6	55-60
9	**ITEM RESEARCH NUMBER**	R	Alpha-numeric	Contains the MICR locator number for check item research	16	61-76
10	**DISCRETIONARY DATA**	O	Alpha-numeric	Optional	2	77-78
11	**ADDENDA RECORD INDICATOR**	M	Numeric	'0'	1	79-79
12	**TRACE NUMBER**	M	Numeric	Must begin with the Cadence Bank ABA number i.e.: '062206290000001'	15	80-94

2.2 Return Entry and Notification of Change Record Formats

As an ACH originator with Cadence Bank, you may elect to receive a NACHA formatted file that contains any Return Entries or Notification of Changes received from items that you have originated. The following sections will list Return Reason Codes, Notification of Change codes and the formats of the records contained in these files.

2.2.1 Return Reason Codes

CODE	TITLE	DESCRIPTION
R01	Insufficient Funds	The available balance is not sufficient to cover the dollar value of the debit entry
R02	Account Closed	A previously active account has been closed by action of the customer or the RDFI
R03	No Account/Unable to Locate Account	The account number doesn't correspond to the individual identified in the entry, or the account number designated is not an existing account
R04	Invalid Account Number Structure	The account number structure is not valid
R05	Unauthorized Debit to Consumer Account using Corporate SEC Code	CCD or CTX debit Entry was transmitted to a Consumer Account of the Receiver and was not authorized by the Receiver
R06	Returned per ODFI's Request	The ODFI has requested that the RDFI return an Erroneous Entry
R07	Authorization Revoked by Customer	The RDFI's customer revoked the authorization previously provided to the Originator for this debit Entry
R08	Payment Stopped	The Receiver has placed a stop payment order on this debit Entry
R09	Uncollected Funds	A sufficient ledger balance exists to satisfy the dollar value of the transaction, but the available balance is below the dollar value of the debit Entry
R10	Customer Advises Unauthorized	The RDFI has been notified by the Receiver that the Entry is unauthorized, improper, ineligible, or part of an Incomplete Transaction
R11	Check Truncation Entry Return	Used when returning a Check truncation Entry
R12	Account Sold to Another DFI	A financial institution received an Entry to an account that was sold to another financial institution
R13	Invalid ACH Routing Number	Entry contains a Receiving DFI Identification that is not a valid ACH routing number
R14	Representative Payee Deceased	The representative payee is either deceased or unable to continue in that capacity
R15	Beneficiary or Account Holder	The beneficiary is deceased or the account holder is deceased
R16	Account Frozen/Entry Returned Per OFAC instruction	1) Access to the account is restricted or 2) OFAC has instructed the RDFI to return the Entry
R17	File Record Edit Criteria	Field(s) cannot be processed by RDFI
R18	Improper Effective Entry Date	The effective entry date for a credit entry is more than two banking days after the banking day of processing or the effective entry date for a debit entry is more than one banking day after the processing date
R19	Amount Field Error	Amount field is non-numeric, amount field is not zero in a prenote, amount field is zero in an entry other than a prenote, amount field is greater than $25,000 for ARC, BOC, POP entries
R20	Non-transaction Account	ACH Entry to a non-transaction Account
R21	Invalid Company Identification	The identification number used in the Company Identification Field is not valid
R22	Invalid Individual ID Number	The receiver has indicated to the RDFI that the number which the Originator was identified is not correct

2.2.1 Return Reason Codes (continued)

CODE	TITLE	DESCRIPTION
R23	Credit Entry Refused by Receiver	Any credit Entry that is refused by the Receiver may be returned by the RDFI
R24	Duplicate Entry	The RDFI has received what appears to be a duplicate Entry
R25	Addenda Error	Addenda Record Indicator value is incorrect, Addenda Type Code is invalid, out of sequence, or missing, Number of Addenda Records exceeds allowable maximum, Addenda Sequence Number is invalid
R26	Mandatory Field Error	Erroneous data or missing data in a mandatory field
R27	Trace Number Error	Trace Number of an Addenda Record is not the same as the Trace Number of the preceding Entry Detail Record
R28	Routing Number Check Digit Error	The Check digit for a routing number is not valid
R29	Corporate Customer Advises Not Authorized	The RDFI has been notified by the Receiver that a specific entry has not been authorized
R30	RDFI Not Participant in Check Truncation Program	The RDFI does not participate in a Check truncation program
R31	Permissible Return Entry	The RDFI may return a CCD or CTX entry that the ODFI agrees to accept
R32	RDFI Non-Settlement	The RDFI is not able to settle the Entry
R33	Return of XCK Entry	This Return Reason Code may only be used to return XCK Entries
R34	Limited Participation DFI	The RDFI's participation has been limited by a federal or state supervisor
R36	Return of Improper Credit Entry	Credit Entries are permitted for use with ARC, BOC, POP, RCK, TEL, WEB and XCK
R37	Source Document Presented for Payment	The source document to which an ARC, BOC, or POP Entry relates has been presented for payment
R38	Stop Payment on Source Document	The RDFI determines a stop payment order has been placed on the source document to which the ARC or BOC Entry relates
R39	Improper Source Document	The RDFI determines that: (1) the source document used for an ARC, BOC or POP Entry to its Receiver's account is improper, or (2) an ARC, BOC or POP Entry and the source document to which the Entry relates have both been presented for payment and posted to the Receiver's account
R50	State Law Affecting RCK Acceptance	The RDFI is located in a state that has not adopted Revised Article 4 of the UCC and has not revised it customer agreements to allow for Electronic presentment or The RDFI is located within a state that requires all canceled checks to a specific type of account to be returned to the Receiver within the periodic statement
R51	Item Related to RCK Entry is Ineligible	An RCK Entry is considered to be ineligible or improper
R52	Stop Payment on Item Related to RCK Entry	A Stop Payment order has been placed on the item to which the RCK Entry relates
R53	Item and RCK Entry Presented for Payment	In addition to an RCK Entry, the item to which the RCK Entry relates has also been presented for payment

2.2.2 Notification of Change Codes

CODE	DESCRIPTION	CORRECTED DATA
C01	Incorrect DFI Account Number	Correct DFI Account Number appears in the first 17 positions of the Corrected Data Field
C02	Incorrect Routing Number	Correct Routing Number appears in the first nine positions of the Corrected Data Field
C03	Incorrect Routing Number and Incorrect DFI Account Number	Correct Routing Number appears in the first nine positions of the Correct Data Field and Correct DFI Account Number appears in the 13th through 29th position of the same Corrected Data Field with a space in the 10th, 11th and 12th positions
C04	Incorrect Individual Name/Receiving Company Name	Correct Individual Name/Receiving Company Name appears in the first 22 positions of the Corrected Data Field
C05	Incorrect Transaction Code	Correct Transaction Code appears in the first two positions of the Corrected Data Field
C06	Incorrect DFI Account Number and Incorrect Transaction Code	Correct DFI Account number appears in the first 17 positions of the Corrected Data Field and Correct Transaction Code appears in the 21st and 22nd positions of the same Corrected Data Field with spaces in the 18th, 19th and 20th positions
C07	Incorrect Routing Number, Incorrect DFI Account Number and Incorrect Transaction Code	Correct Routing Number appears in the first nine positions of the Corrected Data Field, Correct DFI Account number appears in the 10th through 26th positions of the same Corrected Data Field and Correct Transaction Code appears in the 27th and 28th positions of the same Corrected Data Field
C09	Incorrect Individual Identification Number/Incorrect Receiver Identification Number	Correct number appears in the first 22 positions of the Corrected Data Field
C13	Addenda Format Error	Information in the Entry Detail Record was correct and the Entry was able to be processed and posted by the RDFI. However, information found in the Addenda Record was unclear or formatted incorrectly

2.2.3 ACH Return/NOC File Record Format

2.2.3.1 Return/NOC File Header Record

FIELD	DATA ELEMENT NAME	FIELD INCLUSION REQUIREMENT	TYPE	CONTENTS/COMMENTS	LENGTH	POSITION
1	RECORD TYPE CODE	M	Numeric	'1'	1	01-01
2	PRIORITY CODE	R	Numeric	'01'	2	02-03
3	IMMEDIATE DESTINATION	M	bTTTTAAAAC	Position 4 is blank, then your company's tax ID number	10	04-13
4	IMMEDIATE ORIGIN	M	bTTTTAAAAC	Position 14 is blank, then the Cadence Bank Transit Routing i.e.: ' 062206295'	10	14-23
5	FILE CREATION DATE	M	Numeric	YYMMDD	6	24-29
6	FILE CREATION TIME	O	Numeric	HHMM	4	30-33
7	FILE ID MODIFIER	M	Alphanumeric	UPPER CASE A-Z NUMERIC 0-9	1	34-34
8	RECORD SIZE	M	Numeric	'094'	3	35-37
9	BLOCKING FACTOR	M	Numeric	'10'	2	38-39
10	FORMAT CODE	M	Numeric	'1'	1	40-40
11	IMMEDIATE DESTINATION NAME	O	Alphanumeric	Your company name up to 23 characters; Must be UPPERCASE A-Z or 0-9	23	41-63
12	IMMEDIATE ORIGIN NAME	O	Alphanumeric	CADENCE BANK	23	64-86
13	REFERENCE CODE	O	Alphanumeric	'00000000'	8	87-94

2.2.3.2 Return/NOC File Control Record

FIELD	DATA ELEMENT NAME	FIELD INCLUSION REQUIREMENT	Type	CONTENTS/ COMMENTS	LENGTH	POSITION
1	**RECORD TYPE CODE**	M	Numeric	'9'	1	01-01
2	**BATCH COUNT**	M	Numeric	Equals the number of batches in the file	6	02-07
3	**BLOCK COUNT**	M	Numeric	Equals to the number of blocks in the file. Computed by dividing the total number of records in the file by 10 and rounding up to the nearest whole number	6	08-13
4	**ENTRY/ ADDENDA COUNT**	M	Numeric	Equals the number of entry detail and addenda records in the file	8	14-21
5	**ENTRY HASH**	M	Numeric	The sum of positions 4-11 of all entry detail records in the file	10	22-31
6	**TOTAL DEBIT ENTRY DOLLAR AMOUNT IN FILE**	M	$$$$$$$$$$¢¢	Equals the total debit dollar amount in the file. Zero filled and right justified	12	32-43
7	**TOTAL CREDIT ENTRY DOLLAR AMOUNT IN FILE**	M	$$$$$$$$$$¢¢	Equals the total credit dollar amount in the file. Zero filled and right justified	12	44-55
8	**RESERVED**	N/A	Blank	Blank	39	56-94

2.2.4 ACH Return/NOC Batch Record Format

2.2.4.1 Return/NOC Company/Batch Header Record

FIELD	DATA ELEMENT NAME	FIELD INCLUSION REQUIREMENT	TYPE	CONTENTS/ COMMENTS	LENGTH	POSITION
1	RECORD TYPE CODE	M	Numeric	'5'	1	01-01
2	SERVICE CLASS CODE	M	Numeric	'200'	3	02-04
3	COMPANY NAME	M	Alpha-numeric	Your Company's Name up to 16 characters	16	05-20
4	COMPANY DISCRETIONARY DATA	O	Alpha-numeric	Blank	20	21-40
5	COMPANY IDENTIFICATION	M	Alpha-numeric	Matches your Company ID from the original item	10	41-50
6	STANDARD ENTRY CLASS CODE	M	Alpha-numeric	SEC of original Batch for Return or COR for Notification of Change	3	51-53
7	COMPANY ENTRY DESCRIPTION	M	Alpha-numeric	Entry Desription of Original Batch Example: Payroll	10	54-63
8	COMPANY DESCRIPTIVE DATE	O	Alpha-numeric	'000000'	6	64-69
9	EFFECTIVE ENTRY DATE	R	YYMMDD	Date of File Creation	6	70-75
10	SETTLEMENT DATE (JULIAN)	Inserted by ACH Operator	Numeric	Date of File Creation in Julian Date format	3	76-78
11	ORIGINATOR STATUS CODE	M	Alpha-numeric	'1'	1	79-79
12	ORIGINATING DFI IDENTIFICATION	M	TTTTAAAA	ABA number for the financial institution that originated the Return or NOC	8	80-87
13	BATCH NUMBER	M	Numeric	Batch number generated by the financial institution that originated the Return or NOC	7	88-94

2.2.4.2 Return/NOC Company/Batch Control Record

FIELD	DATA ELEMENT NAME	FIELD INCLUSION REQUIREMENT	TYPE	CONTENT/ COMMENTS	LENGTH	POSITION
1	**RECORD TYPE CODE**	M	Numeric	'8'	1	01-01
2	**SERVICE CLASS CODE**	M	Numeric	'200'	3	02-04
3	**ENTRY/ ADDENDA COUNT**	M	Numeric	Equals the number of Entry Detail and Addenda Records within the Batch	6	05-10
4	**ENTRY HASH**	M	Numeric	The sum of positions 4-11 of all Entry Detail Records in the Batch	10	11-20
5	**TOTAL DEBIT ENTRY DOLLAR AMOUNT**	M	$$$$$$$$$$¢¢	Equals the debit dollar amount in the Batch. Zero filled and right justified	12	21-32
6	**TOTAL CREDIT ENTRY DOLLAR AMOUNT**	M	$$$$$$$$$$¢¢	Equals the total credit dollar amount in the Batch. Zero filled and right justified	12	33-44
7	**COMPANY IDENTIFICATION**	R	Alphanumeric	Matches positions 41-50 in the Batch Header Record	10	45-54
8	**MESSAGE AUTHENTICATION CODE**	N/A	Blank	Blank	19	55-73
9	**RESERVED**	N/A	Blank	Blank	6	74-79
10	**ORIGINATING DFI IDENTIFICATION**	M	TTTTAAAA	Matches positions 80-87 in the Batch Header Record	8	80-87
11	**BATCH NUMBER**	M	Numeric	Matches positions 88-94 in the Batch Header Record	7	88-94

2.2.5 Return/NOC Entry Detail/Addenda Record

2.2.5.1 Returns – Corporate Entry Detail Record

FIELD	DATA ELEMENT NAME	FIELD INCLUSION REQUIREMENT	TYPE	CONTENTS/ COMMENTS	LENGTH	POSITION
1	**RECORD TYPE CODE**	M	Numeric	'6'	1	01-01
2	**TRANSACTION CODE**	M	Numeric	21-Return for 22 or 23 26-Return for 27 or 28 31-Return for 32 or 33 36-Return for 37 or 38	2	02-03
3	**RECEIVING DFI IDENTIFICATION**	M	TTTTAAAA	'06220629'	8	04-11
4	**CHECK DIGIT**	M	Numeric	'5'	1	12-12
5	**DFI ACCOUNT NUMBER**	R	Alpha-numeric	Account number from original Entry. Left justified, blank filled	17	13-29
6	**TOTAL AMOUNT**	M	$$$$$$$$$¢¢	Amount from original Entry. Right justified and zero filled, no signs	10	30-39
7	**IDENTIFICATION NUMBER**	O	Alpha-numeric	ID from the original Entry	15	40-54
8	**NUMBER OF ADDENDA RECORDS**	M	Numeric	Total number of addenda records included with the Return Entry	4	55-58
9	**RECEIVING COMPANY NAME/ID NUMBER**	R	Alpha-numeric	Name of Receiver from the original Entry	16	59-74
10	**RESERVED**	N/A	Blank	Blank	2	75-76
11	**DISCRETIONARY DATA**	R	Alpha-numeric		2	77-78
12	**ADDENDA RECORD INDICATOR**	M	Numeric	'1'	1	79-79
13	**TRACE NUMBER**	M	Numeric	Assigned by the institution preparing the Return Entry	15	80-94

2.2.5.2 Returns – Entry Detail Record

FIELD	DATA ELEMENT NAME	FIELD INCLUSION REQUIREMENT	TYPE	CONTENTS/ COMMENTS	LENGTH	POSITION
1	**RECORD TYPE CODE**	M	Numeric	'6'	1	01-01
2	**TRANSACTION CODE**	M	Numeric	21-Return for 22 or 23 26-Return for 27 or 28 31-Return for 32 or 33 36-Return for 37 or 38	2	02-03
3	**RECEIVING DFI IDENTIFICATION**	M	TTTTAAAA	'06220629'	8	04-11
4	**CHECK DIGIT**	M	Numeric	'5'	1	12-12
5	**DFI ACCOUNT NUMBER**	R	Alpha-numeric	Account number from original Entry. Left justified, blank filled	17	13-29
6	**AMOUNT**	M	$$$$$$$$$¢¢	Amount from original Entry. Right justified and zero filled, no signs	10	30-39
7	**IDENTIFICATION NUMBER/CHECK SERIAL NUMBER**	O	Alpha-numeric	ID or Check Serial Number from the original Entry	15	40-54
8	**INDIVIDUAL NAME/ RECEIVING COMPANY NAME**	R	Alpha-numeric	Name of Receiver from the original Entry	22	55-76
9	**DISCRETIONARY DATA**	R	Alpha-numeric		2	77-78
10	**ADDENDA RECORD INDICATOR**	M	Numeric	'1'	1	79-79
11	**TRACE NUMBER**	M	Numeric	Assigned by the institution preparing the Return Entry	15	80-94

2.2.5.3 Returns – Addenda Record

FIELD	DATA ELEMENT NAME	FIELD INCLUSION REQUIREMENT	TYPE	CONTENTS/ COMMENTS	LENGTH	POSITION
1	**RECORD TYPE CODE**	M	Numeric	'7'	1	01-01
2	**ADDENDA TYPE CODE**	M	Numeric	'99'	2	02-03
3	**RETURN REASON CODE**	M	Alpha-numeric	Reason code for the return. See Section 2.2.1 for a list of possible return reason codes	3	04-06
4	**ORIGINAL ENTRY TRACE NUMBER**	M	Numeric	Trace number of the original Entry Detail Record	15	07-21
5	**DATE OF DEATH**	O	YYMMDD	Only for R14 or R15	6	22-27
6	**ORIGINAL RECEIVING DFI IDENTIFICATION**	R	TTTTAAAA	From positions 04-11 of the original Entry Detail Record	8	28-35
7	**ADDENDA INFORMATION**	O	Alpha-numeric	Optional: Can contain the word description of the Return Reason Code	44	36-79
8	**TRACE NUMBER**	M	Numeric	Assigned by the institution preparing the Return Entry	15	80-94

2.2.5.4 Notification of Change – Corporate Entry Detail Record

FIELD	DATA ELEMENT NAME	FIELD INCLUSION REQUIREMENT	TYPE	CONTENTS/ COMMENTS	LENGTH	POSITION
1	**RECORD TYPE CODE**	M	Numeric	'6'	1	01-01
2	**TRANSACTION CODE**	M	Numeric	21-NOC for 22 or 23 26-NOC for 27 or 28 31-NOC for 32 or 33 36-NOC for 37 or 38	2	02-03
3	**RECEIVING DFI IDENTIFICATION**	M	TTTTAAAA	'06220629'	8	04-11
4	**CHECK DIGIT**	M	Numeric	'5'	1	12-12
5	**DFI ACCOUNT NUMBER**	R	Alpha-numeric	Account number from original Entry. Left justified, blank filled	17	13-29
6	**TOTAL AMOUNT**	M	0000000000	This field is zero filled	10	30-39
7	**IDENTIFICATION NUMBER**	O	Alpha-numeric	ID from the original Entry	15	40-54
8	**NUMBER OF ADDENDA RECORDS**	M	Numeric	Total number of addenda records included with the NOC Entry	4	55-58
9	**RECEIVING COMPANY NAME/ID NUMBER**	R	Alpha-numeric	Name of Receiver from the original Entry	16	59-74
10	**RESERVED**	N/A	Blank	Blank	2	75-76
11	**DISCRETIONARY DATA**	R	Alpha-numeric		2	77-78
12	**ADDENDA RECORD INDICATOR**	M	Numeric	'1'	1	79-79
13	**TRACE NUMBER**	M	Numeric	Assigned by the institution preparing the NOC Entry	15	80-94

2.2.5.5 Notification of Change – Entry Detail Record

FIELD	DATA ELEMENT NAME	FIELD INCLUSION REQUIREMENT	TYPE	CONTENTS/ COMMENTS	LENGTH	POSITION
1	**RECORD TYPE CODE**	M	Numeric	'6'	1	01-01
2	**TRANSACTION CODE**	M	Numeric	21-NOC for 22 or 23 26-NOC for 27 or 28 31-NOC for 32 or 33 36-NOC for 37 or 38	2	02-03
3	**RECEIVING DFI IDENTIFICATION**	M	TTTTAAAA	'06220629'	8	04-11
4	**CHECK DIGIT**	M	Numeric	'5'	1	12-12
5	**DFI ACCOUNT NUMBER**	R	Alpha-numeric	Account number from original Entry. Left justified, blank filled	17	13-29
6	**AMOUNT**	M	0000000000	This field is zero filled	10	30-39
7	**INDIVIDUAL IDENTIFICATION NUMBER/ IDENTIFICATION NUMBER**	O	Alpha-numeric	Identification Number from the original Entry	15	40-54
8	**INDIVIDUAL NAME/ RECEIVING COMPANY NAME**	R	Alpha-numeric	Name of Receiver from the original Entry	22	55-76
9	**DISCRETIONARY DATA**	R	Alpha-numeric		2	77-78
10	**ADDENDA RECORD INDICATOR**	M	Numeric	'1'	1	79-79
11	**TRACE NUMBER**	M	Numeric	Assigned by the institution preparing the NOC Entry	15	80-94

2.2.5.6 Notification of Change – Addenda Record

FIELD	DATA ELEMENT NAME	FIELD INCLUSION REQUIREMENT	TYPE	CONTENTS/ COMMENTS	LENGTH	POSITION
1	**RECORD TYPE CODE**	M	Numeric	'7'	1	01-01
2	**ADDENDA TYPE CODE**	M	Numeric	'98'	2	02-03
3	**CHANGE CODE**	M	Alpha-numeric	Reason code for the NOC. See Section 2.2.2 for a list of possible Change Reason Codes	3	04-06
4	**ORIGINAL ENTRY TRACE NUMBER**	M	Numeric	Trace number of the original Entry Detail Record	15	07-21
5	**RESERVED**	N/A	Blank	Blank	6	22-27
6	**ORIGINAL RECEIVING DFI IDENTIFICATION**	R	TTTTAAAA	From positions 04-11 of the original Entry Detail Record	8	28-35
7	**CORRECTED DATA**	M	Alpha-numeric	Relays corrected customer information	29	36-64
8	**RESERVED**	N/A	Blank	Blank	15	65-79
9	**TRACE NUMBER**	M	Numeric	Assigned by the institution preparing the NOC Entry	15	80-94

2.3 Received ACH Addenda File Record Formats

As a customer with Cadence Bank, you may elect to receive a NACHA formatted file that contains any received ACH items to your account that contain Addenda records. The following sections will list the formats of the records contained in these files.

2.3.1 Addend File Header Record

FIELD	DATA ELEMENT NAME	FIELD INCLUSION REQUIREMENT	TYPE	CONTENTS/COMMENTS	LENGTH	POSITION
1	RECORD TYPE CODE	M	Numeric	'1'	1	01-01
2	PRIORITY CODE	R	Numeric	'01'	2	02-03
3	IMMEDIATE DESTINATION	M	bTTTTAAAAC	Position 4 is blank, then your company's tax ID number	10	04-13
4	IMMEDIATE ORIGIN	M	bTTTTAAAAC	Position 14 is blank, then the Cadence Bank Transit Routing i.e.: ' 062206295'	10	14-23
5	FILE CREATION DATE	M	Numeric	YYMMDD	6	24-29
6	FILE CREATION TIME	O	Numeric	HHMM	4	30-33
7	FILE ID MODIFIER	M	Alphanumeric	UPPER CASE A-Z NUMERIC 0-9	1	34-34
8	RECORD SIZE	M	Numeric	'094'	3	35-37
9	BLOCKING FACTOR	M	Numeric	'10'	2	38-39
10	FORMAT CODE	M	Numeric	'1'	1	40-40
11	IMMEDIATE DESTINATION NAME	O	Alphanumeric	Your company name up to 23 characters; UPPERCASE A-Z or 0-9	23	41-63
12	IMMEDIATE ORIGIN NAME	O	Alphanumeric	CADENCE BANK	23	64-86
13	REFERENCE CODE	O	Alphanumeric	'00000000'	8	87-94

2.3.2 Addenda File Control Record

FIELD	DATA ELEMENT NAME	FIELD INCLUSION REQUIREMENT	Type	CONTENTS/ COMMENTS	LENGTH	POSITION
1	**RECORD TYPE CODE**	M	Numeric	'9'	1	01-01
2	**BATCH COUNT**	M	Numeric	Equals the number of batches in the file	6	02-07
3	**BLOCK COUNT**	M	Numeric	Equals the number of blocks in the file. Computed by dividing the total number of records in the file by 10 and rounding up to the nearest whole number	6	08-13
4	**ENTRY/ ADDENDA COUNT**	M	Numeric	Equals the number of Entry Detail and Addenda Records in the file	8	14-21
5	**ENTRY HASH**	M	Numeric	The sum of positions 4-11 of all Entry Detail Records in the file	10	22-31
6	**TOTAL DEBIT ENTRY DOLLAR AMOUNT IN FILE**	M	$$$$$$$$$$¢¢	Equals the total debit dollar amount in the file. Zero filled and right justified	12	32-43
7	**TOTAL CREDIT ENTRY DOLLAR AMOUNT IN FILE**	M	$$$$$$$$$$¢¢	Equals the total credit dollar amount in the file. Zero filled and right justified	12	44-55
8	**RESERVED**	N/A	Blank	Blank	39	56-94

2.3.3 Addenda File Company/Batch Header Record

FIELD	DATA ELEMENT NAME	FIELD INCLUSION REQUIREMENT	TYPE	CONTENTS/ COMMENTS	LENGTH	POSITION
1	RECORD TYPE CODE	M	Numeric	'5'	1	01-01
2	SERVICE CLASS CODE	M	Numeric	'200'	3	02-04
3	COMPANY NAME	M	Alpha-numeric	Originating Company Name	16	05-20
4	COMPANY DISCRETIONARY DATA	O	Alpha-numeric	Data listed with the Received ACH Entry	20	21-40
5	COMPANY IDENTIFICATION	M	Alpha-numeric	10 digit Company ID of the Originator of the Entry	10	41-50
6	STANDARD ENTRY CLASS CODE	M	Alpha-numeric	CCD or CTX	3	51-53
7	COMPANY ENTRY DESCRIPTION	M	Alpha-numeric	Entry Desription of Received ACH Entry	10	54-63
8	COMPANY DESCRIPTIVE DATE	O	YYMMDD	Date of File Creation	6	64-69
9	EFFECTIVE ENTRY DATE	R	YYMMDD	Date of File Creation	6	70-75
10	SETTLEMENT DATE (JULIAN)	Inserted by ACH Operator	Numeric	Date of File Creation in Julian Date format	3	76-78
11	ORIGINATOR STATUS CODE	M	Alpha-numeric	'1'	1	79-79
12	ORIGINATING DFI IDENTIFICATION	M	TTTTAAAA	ABA number for the financial institution that originated the Entry	8	80-87
13	BATCH NUMBER	M	Numeric	Batch number generated by the financial institution that originated the Entry	7	88-94

2.3.4 Addenda File Company/Batch Control Record

FIELD	DATA ELEMENT NAME	FIELD INCLUSION REQUIREMENT	TYPE	CONTENT/ COMMENTS	LENGTH	POSITION
1	RECORD TYPE CODE	M	Numeric	'8'	1	01-01
2	SERVICE CLASS CODE	M	Numeric	'200'	3	02-04
3	ENTRY/ ADDENDA COUNT	M	Numeric	Equals the number of Entry Detail and Addenda Records within the batch	6	05-10
4	ENTRY HASH	M	Numeric	The sum of positions 4-11 of all Entry Detail Records in the batch	10	11-20
5	TOTAL DEBIT ENTRY DOLLAR AMOUNT	M	$$$$$$$$$$¢¢	Equals the total debit dollar amount in the batch. Zero filled and right justified	12	21-32
6	TOTAL CREDIT ENTRY DOLLAR AMOUNT	M	$$$$$$$$$$¢¢	Equals the total credit dollar amount in the batch. Zero filled and right justified	12	33-44
7	COMPANY IDENTIFICATION	R	Alphanumeric	Matches positions 41-50 in the Batch Header Record	10	45-54
8	MESSAGE AUTHENTICATION CODE	N/A	Blank	Blank	19	55-73
9	RESERVED	N/A	Blank	Blank	6	74-79
10	ORIGINATING DFI IDENTIFICATION	M	TTTTAAAA	Matches positions 80-87 in the Batch Header Record	8	80-87
11	BATCH NUMBER	M	Numeric	Matches positions 88-94 in the Batch Header Record	7	88-94

2.3.5 CCD Entry Detail Record

FIELD	DATA ELEMENT NAME	FIELD INCLUSION REQUIREMENT	TYPE	CONTENTS/ COMMENTS	LENGTH	POSITION
1	**RECORD TYPE CODE**	M	Numeric	'6'	1	01-01
2	**TRANSACTION CODE**	M	Numeric	22-Checking Credit 23-Checking Credit Prenote 27-Checking Debit 28-Checking Debit Prenote 32-Savings Credit 33-Savings Credit Prenote 37-Savings Debit 38-Savings Debit Prenote	2	02-03
3	**RECEIVING DFI IDENTIFICATION**	M	TTTTAAAA	'06220629'	8	04-11
4	**CHECK DIGIT**	M	Numeric	'5'	1	12-12
5	**DFI ACCOUNT NUMBER**	R	Alpha-numeric	Your Company's bank account number	17	13-29
6	**AMOUNT**	M	$$$$$$$$¢¢	Amount of item. Right justified and zero filled, no signs	10	30-39
7	**IDENTIFICATION NUMBER**	O	Alpha-numeric	Identification Number sent with the Entry	15	40-54
8	**RECEIVING COMPANY NAME**	R	Alpha-numeric	Your Company Name up to 22 characters	22	55-76
9	**DISCRETIONARY DATA**	O	Alpha-numeric	Discretionary Data sent with the Entry	2	77-78
10	**ADDENDA RECORD INDICATOR**	M	Numeric	'1'	1	79-79
11	**TRACE NUMBER**	M	Numeric	Trace Number generated by the Originating institution	15	80-94

2.3.6 CCD Addenda Record

FIELD	DATA ELEMENT NAME	FIELD INCLUSION REQUIREMENT	TYPE	CONTENTS/ COMMENTS	LENGTH	POSITION
1	**RECORD TYPE CODE**	M	Numeric	'7'	1	01-01
2	**ADDENDA TYPE CODE**	M	Numeric	'05'	2	02-03
3	**PAYMENT RELATED INFORMATION**	O	Alpha-numeric	Payment Related Information included with the Entry	80	04-83
4	**ADDENDA SEQUENCE NUMBER**	M	Numeric	Right justified, zero filled	4	84-87
5	**ENTRY DETAIL SEQUENCE NUMBER**	M	Numeric	Same as the last 7 digits of the trace number of the related Entry Detail Record	7	88-94

2.3.7 CTX Entry Detail Record

FIELD	DATA ELEMENT NAME	FIELD INCLUSION REQUIREMENT	TYPE	CONTENTS/ COMMENTS	LENGTH	POSITION
1	**RECORD TYPE CODE**	M	Numeric	'6'	1	01-01
2	**TRANSACTION CODE**	M	Numeric	22-Checking Credit 23-Checking Credit Prenote 27-Checking Debit 28-Checking Debit Prenote 32-Savings Credit 33-Savings Credit Prenote 37-Savings Debit 38-Savings Debit Prenote	2	02-03
3	**RECEIVING DFI IDENTIFICATION**	M	TTTTAAAA	'06220629'	8	04-11
4	**CHECK DIGIT**	M	Numeric	'5'	1	12-12
5	**DFI ACCOUNT NUMBER**	R	Alpha-numeric	Your Company's bank account number	17	13-29
6	**TOTAL AMOUNT**	M	$$$$$$$$¢¢	Amount of the Entry. Right justified and zero filled, no signs	10	30-39
7	**IDENTIFICATION NUMBER**	O	Alpha-numeric	Identification Number sent with the Entry	15	40-54
8	**NUMBER OF ADDENDA RECORDS**	M	Numeric	The total number of Addenda Records included with this Detail Record	4	55-58
9	**RECEIVING COMPANY NAME/ID NUMBER**	R	Alpha-numeric	Your Company's name up to 16 characters	16	59-74
10	**RESERVED**	N/A	Blank	Blank	2	75-76
10	**DISCRETIONARY DATA**	O	Alpha-numeric	Discretionary Data sent with the Entry	2	77-78
10	**ADDENDA RECORD INDICATOR**	M	Numeric	'1'	1	79-79
11	**TRACE NUMBER**	M	Numeric	Trace Number generated by the Originating institution	15	80-94

2.3.8 CTX Addenda Record

FIELD	DATA ELEMENT NAME	FIELD INCLUSION REQUIREMENT	TYPE	CONTENTS/ COMMENTS	LENGTH	POSITION
1	**RECORD TYPE CODE**	M	Numeric	'7'	1	01-01
2	**ADDENDA TYPE CODE**	M	Numeric	'05'	2	02-03
3	**PAYMENT RELATED INFORMATION**	O	Alpha-numeric	Payment Related Information included with the Entry	80	04-83
4	**ADDENDA SEQUENCE NUMBER**	M	Numeric	Right justified, zero filled	4	84-87
5	**ENTRY DETAIL SEQUENCE NUMBER**	M	Numeric	Same as the last 7 digits of the trace number of the related Entry Detail Record	7	88-94

Chapter 3 – Sample NACHA Files

3.1 Sample Files

The sections below will show some samples of the three file types illustrated in this document.

3.1.1 Originated ACH File Samples

Cadence Bank requires that you transmit what is commonly referred to as Unbalanced ACH files for origination purposes. This means that you should NOT include an Offset Entry to your Company Account Number in your files. You should ONLY include the items that you are originating. Cadence Bank will generate an Offset Entry based on you ACH Company ID to Offset Account configuration. Should you require multiple Offset Accounts, Cadence Bank will assign you multiple ACH Company IDs to accomplish this need.

3.1.1.1 Sample Origination File with CCD Transactions

```
101 062206295 1234567891409261716A094101CADENCE BANK           YOUR COMPANY NAME
5200COMPANY NAME                      1123456789CCDBATCH     1409291409292721062206290000501
627113122655123456789        0002074384000001         ABC COMPANY             0062206290000001
627111322994987654321        0013235839000002         COMPUTER INC            0062206290000002
627065300279112233445        0000876655000003         MOBILE INC              0062206290000003
627065300279223344557        0001174866000004         ABC PARTNERS INC        0062206290000004
627121000248335544668        0002181227000005         ACME INC                0062206290000005
627113011258446622442        0000126226000006         JOE PRO INC             0062206290000006
820000000600589057670000196691970000000000001123456789                          062206290000501
900000100000100000006005890576700001966919700000000000000
```

3.1.1.2 Sample Origination File with PPD Transactions

```
101 062206295 1234567891409261716A094101CADENCE BANK           YOUR COMPANY NAME
5200COMPANY NAME                      1123456789PPDPAYROLL   1409291409292721062206290000501
622113122655123456789        0000100000000001         JOHN DOE                0062206290000001
622111322994987654321        0000100000000002         JANE DOE                0062206290000002
622065300279112233445        0000100000000003         SAM DOE                 0062206290000003
622065300279223344557        0000100000000004         BILL DOE                0062206290000004
622121000248335544668        0000100000000005         KATE DOE                0062206290000005
622113011258446622442        0000100000000006         ALEX DOE                0062206290000006
820000000600589057670000000000000000000600001123456789                          062206290000501
900000100000100000006005890576700000000000000000600000
```

3.1.1.3 Sample Origination File with CTX Transactions

```
101 062206295 1234567891409261716109410 1CADENCE BANK          YOUR COMPANY NAME
5200COMPANY NAME                      1123456789CTXPAYABLES  140926140926   1062206290000001
622071000013112233 4          0001826169123456         0006ABC COMPANY         1062206290000001
705ISA*00*          *00*          *ZZ*COMPANY NAME 10*ZZ*CADENCE BANK   *140926*00000010000001
7050*U*00401*000000001*0*P*~\GS*RA*COMPANY NAME 10*CADENCE BANK*20140926*0000*1*X*000020000001
70504010\ST*820*0001\BPR*C*18261.69*C*ACH*CTX*01*062206295*DA*12345677*1123456789**00030000001
70501*071000013*DA*1122334*20140926\TRN*1*123456\DTM*009*20140926\N1*PE*ABC COMPANY00040000001
705PLLC  (BUILDING EFFICIENCY)\N1*PR*ABC PRO CO\ENT*1\RMR*IV*1-13803283700**18261.600050000001
7059*18261.69\DTM*003*20140906\SE*10*0001\GE*1*1\IEA*1*000000001\                 00060000001
820000000700710000130000000000000000018261691123456789                          062206290000001
900000100000100000007007100001300000000000000001826169
```

3.1.2 Originated ACH Return/NOC File

3.1.2.1 Originated ACH Return/NOC File Sample

```
101 123456789 0622062951409290800A094101YOUR COMPANY NAME      CADENCE BANK           00000000
5200COMPANY NAME 1                    1123456789CORPayroll   0000001409262721071901600004947
62106220629599887766         0000000000JDOE123        JON DOE                 1071901602690964
798C02062206290298519      07192445071901604                                  071901602690964
820000000200062206290000000000000000000001123456789                          071901600004947
5200COMPANY NAME 2                    1987654321PPDPayroll   0000001409262721226082590000001
62106220629554321            0000074471KDOE321        KATE DOE              001226082592260826
799R08062206290298941000000022608259                                          226082592260826
820000000200062206290000000000000000000744711987654321                       226082590000001
5200COMPANY NAME 3                    1123984321PPDPayroll   0000001409262721091000010005819
62106220629512345 6           0000082056SDOE456        SAM DOE                 1091000016309817
799R03062206290297006      12210527No Account/Unable to locate Account         091000016309817
820000000200062206290000000000000000000820561123984321                       091000010005819
900000300000300000006001866188700000000000000000156527
999999999999999999999999999999999999999999999999999999999999999999999999999999999999999999999999
999999999999999999999999999999999999999999999999999999999999999999999999999999999999999999999999
999999999999999999999999999999999999999999999999999999999999999999999999999999999999999999999999
999999999999999999999999999999999999999999999999999999999999999999999999999999999999999999999999
999999999999999999999999999999999999999999999999999999999999999999999999999999999999999999999999
999999999999999999999999999999999999999999999999999999999999999999999999999999999999999999999999
```

3.1.3 Received ACH Addenda File Samples

3.1.3.1 Addenda File with CTX Transactions

```
101 987654321 0622062951409250800A094101YOUR COMPANY NAME      CADENCE BANK           00000000
5200ABC COMPANY LLC                   3111223333CTXACH       1409251409252681303087990002215
6220622062951234567          0001826169123456         0006COMPANY NAME        1062206290000001
705ISA*00*          *00*          *ZZ*COMPANY NAME 10*ZZ*CADENCE BANK   *140926*000000100000001
7050*U*00401*000000001*0*P*~\GS*RA*ABC COMPANY LLC*CADENCE BANK*20140926*0000*1*X*000020000001
70504010\ST*820*0001\BPR*C*18261.69*C*ACH*CTX*01*062206295*DA*99887766*3111223333**000300000001
70501*062206295*DA*1234567*20140926\TRN*1*123456\DTM*009*20140926\N1*PE*YOUR COMPAN00040000001
705Y NAME TEST CTX INFORMATION\N1*PR*INFORMATIO\ENT*1\RMR*IV*1-13803283700**18261.6000500000001
7059*18261.69\DTM*003*20140906\SE*10*0001\GE*1*1\IEA*1*000000001\                 00060000001
820000000700622062950000000000000000018261691123456789                       062206290000001
900000100000100000007006220629500000000000000001826169
```

3.1.3.2 Addenda File with CCD Transactions

```
101 987654321 0622062951409250800A094101YOUR COMPANY NAME      CADENCE BANK           00000000
5200ABC COMPANY                       3111223333CCDACH       1409251409252681303087990002215
62206220629512345678 9        0000341487PC12355664     YOUR COMPANY NAME       1303087996458120
705THIS IS A SAMPLE ADDENDA RECORD FOR A CCD ENTRY                                  00016458120
820000000200062206290000000000000000003414873111223333                        303087990002215
900000100000100000002000622062900000000000000000341487
999999999999999999999999999999999999999999999999999999999999999999999999999999999999999999999999
999999999999999999999999999999999999999999999999999999999999999999999999999999999999999999999999
999999999999999999999999999999999999999999999999999999999999999999999999999999999999999999999999
999999999999999999999999999999999999999999999999999999999999999999999999999999999999999999999999
```

Chapter 4 – Email Notifications

4.1 Email Notification Layout

The sections below will outline the layout of the email notifications that are part of the ACH Direct Send File service.

4.1.1 Notification From Client

Cadence Bank requires that you send an email notification to the bank at the time you transmit your file(s) to the bank. A single email may contain information about multiple files as long as each of the fields outlined below are included separately for each file. The email should be sent to ach@cadencebank.com

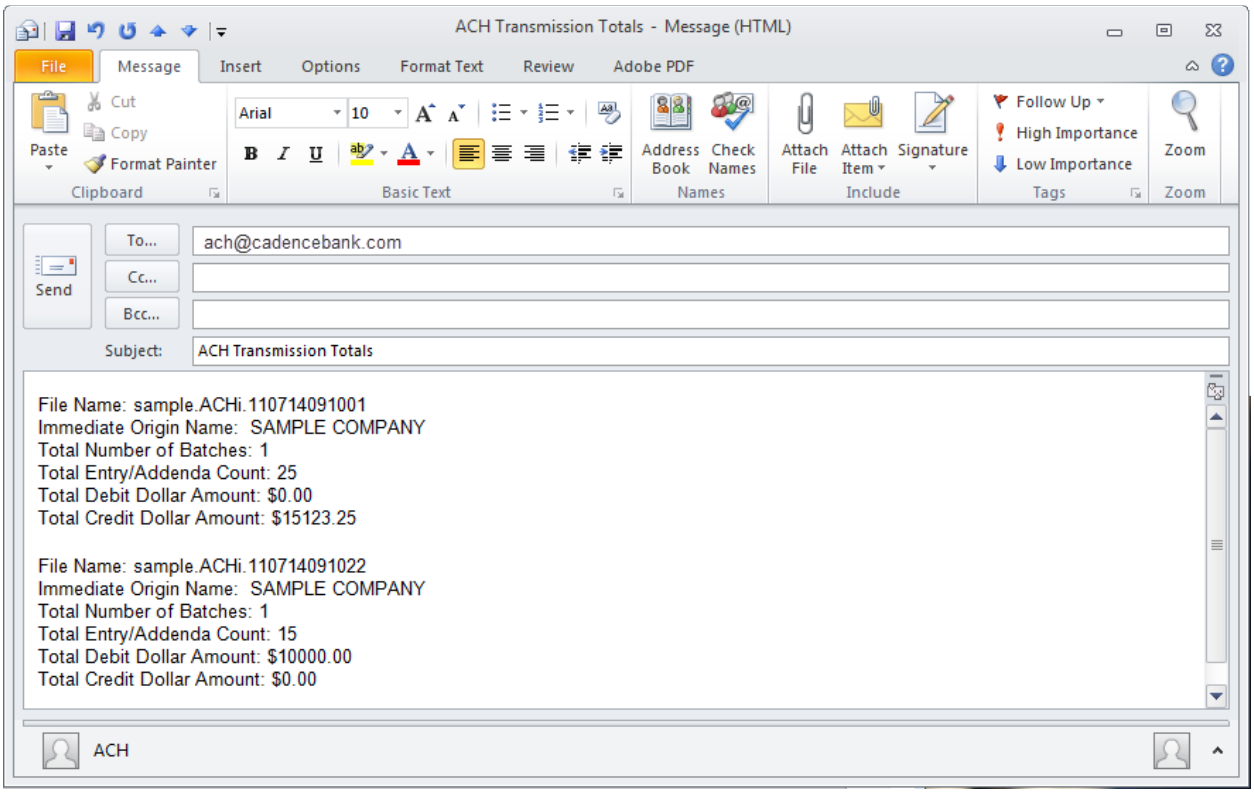
4.1.1.1 Email Layout Specifications

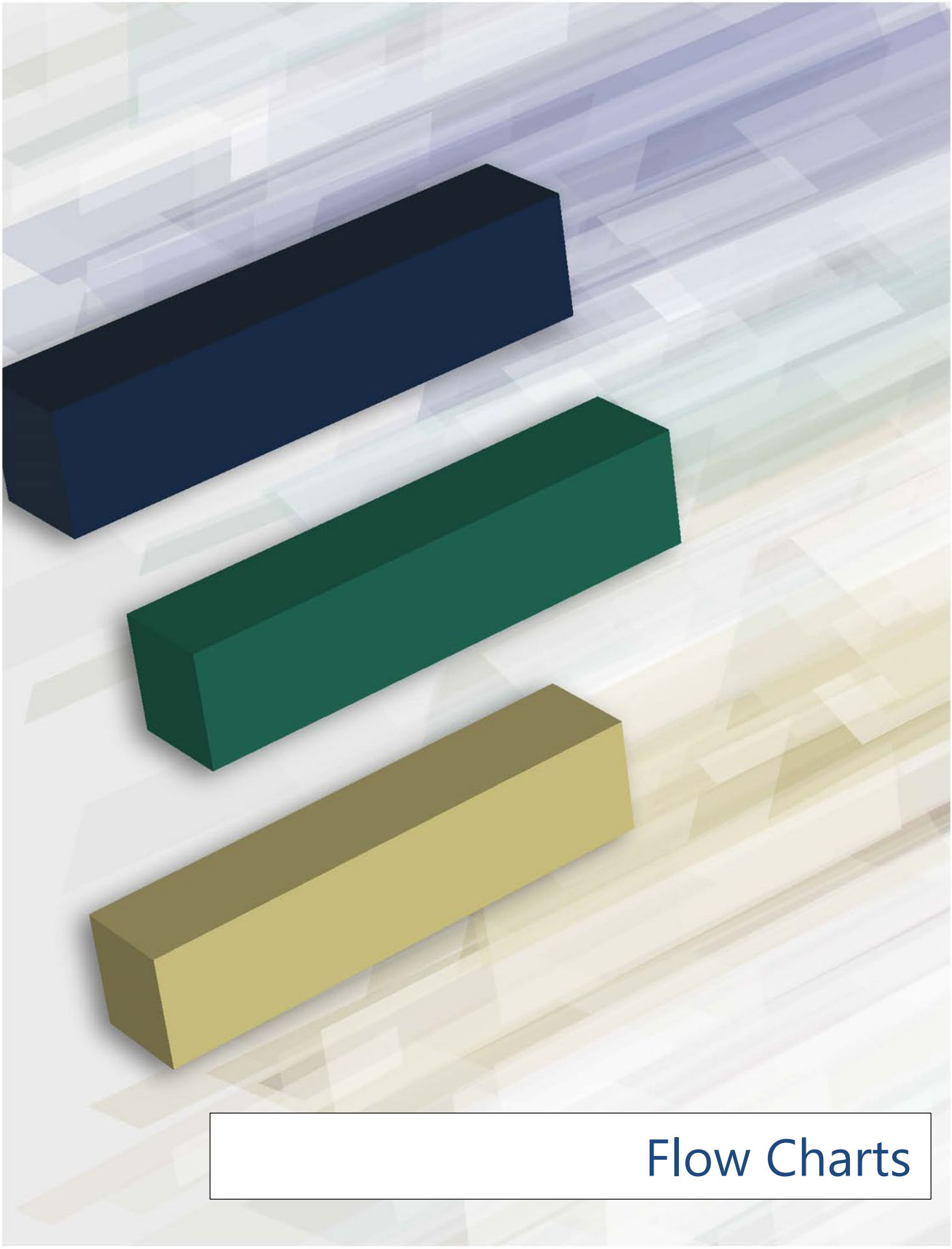
File Name: This is the exact name of the file this data references
Immediate Origin Name: Found in positions 64-86 in the File Header Record. The File Header Record is the line that starts with 1
Total Number of Batches: Found in positions 2-7 in the File Control Record. The File Control Record is the line that starts with 9.
Total Entry/Addenda Count: Found in positions 14-21 in the File Control Record. The File Control Record is the line that starts with 9.
Total Debit Dollar Amount: $ Found in positions 32-43 in the File Control Record. The File Control Record is the line that starts with 9. Convert this to Numeric, drop the leading zeros if any, insert a decimal in front of the last two numbers and insert commas where applicable. (i.e.: 000000000000 converts to 0.00)
Total Credit Dollar Amount: $ Found in positions 44-55 in the File Control Record. The File Control Record is the line that starts with 9. Convert this to Numeric, drop the leading zeros if any, insert a decimal in front of the last two numbers and insert commas where applicable. (i.e.: 000001237793 converts to 12,377.93)

4.1.1.2 Sample ACH to Highlight Location of Email Entries

```
101 062206295176052323814102400001A094101CADENCE BANK           SAMPLE CUSTOMER
5200SAMPLE CUSTOMER                 1760523238PPDPAYROLL   141024141027   1062206290000001
6221210003581234567899990000732522ASHL01EXPR     ASHLEY DOE              0062206290000001
6223222717243214569988700005052 71KATH00EXPR     KATHLEEN H. SMITH       0062206290000002
820000000200443272070000000000000000012377931760523238                    062206290000001
900000100000100000002004432720700000000000000001237793
```

4.1.1.3 Sample Email

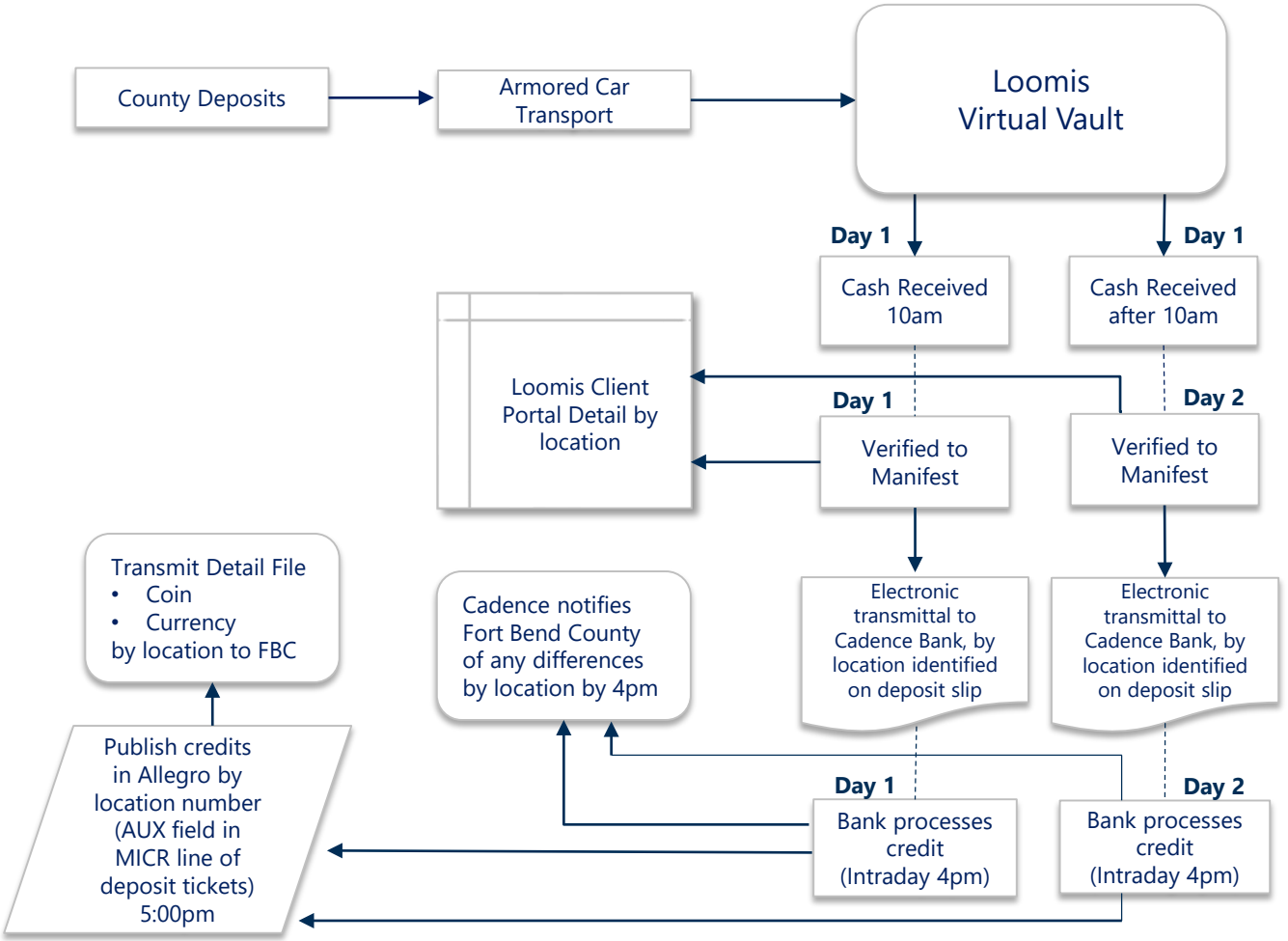




Flow Charts

Virtual Vault Services for Fort Bend County

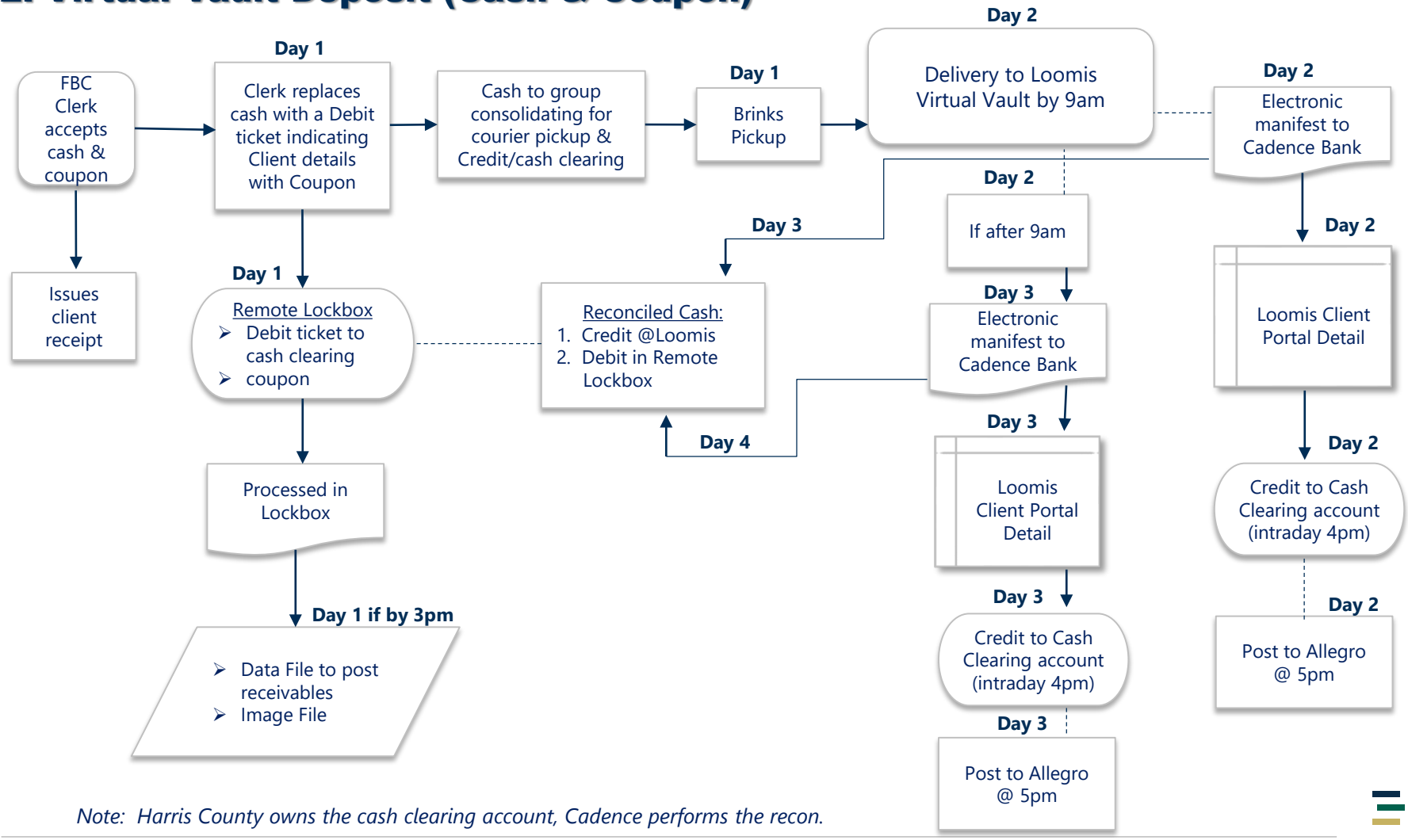
1. Virtual Vault Deposit (Cash Only)



Note: Day 1 starts when Loomis receives cash delivery.

Virtual Vault Services for Fort Bend County

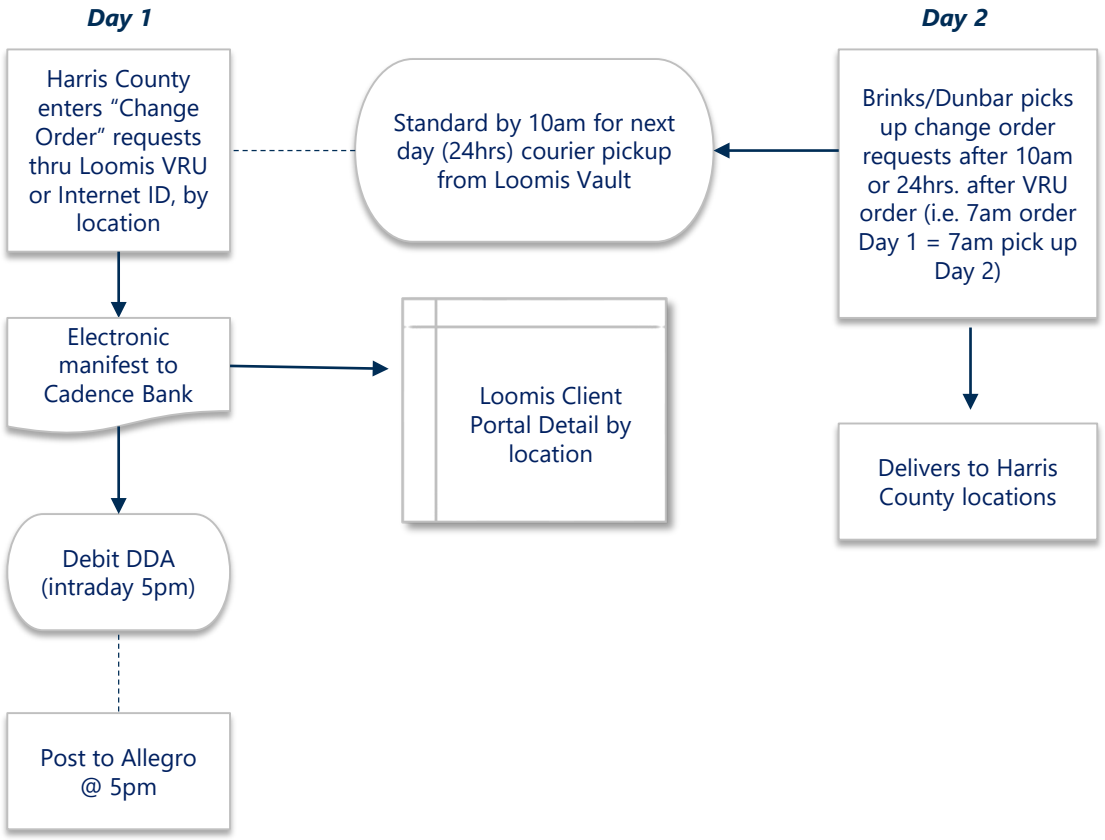
2. Virtual Vault Deposit (Cash & Coupon)



Note: Harris County owns the cash clearing account, Cadence performs the recon.

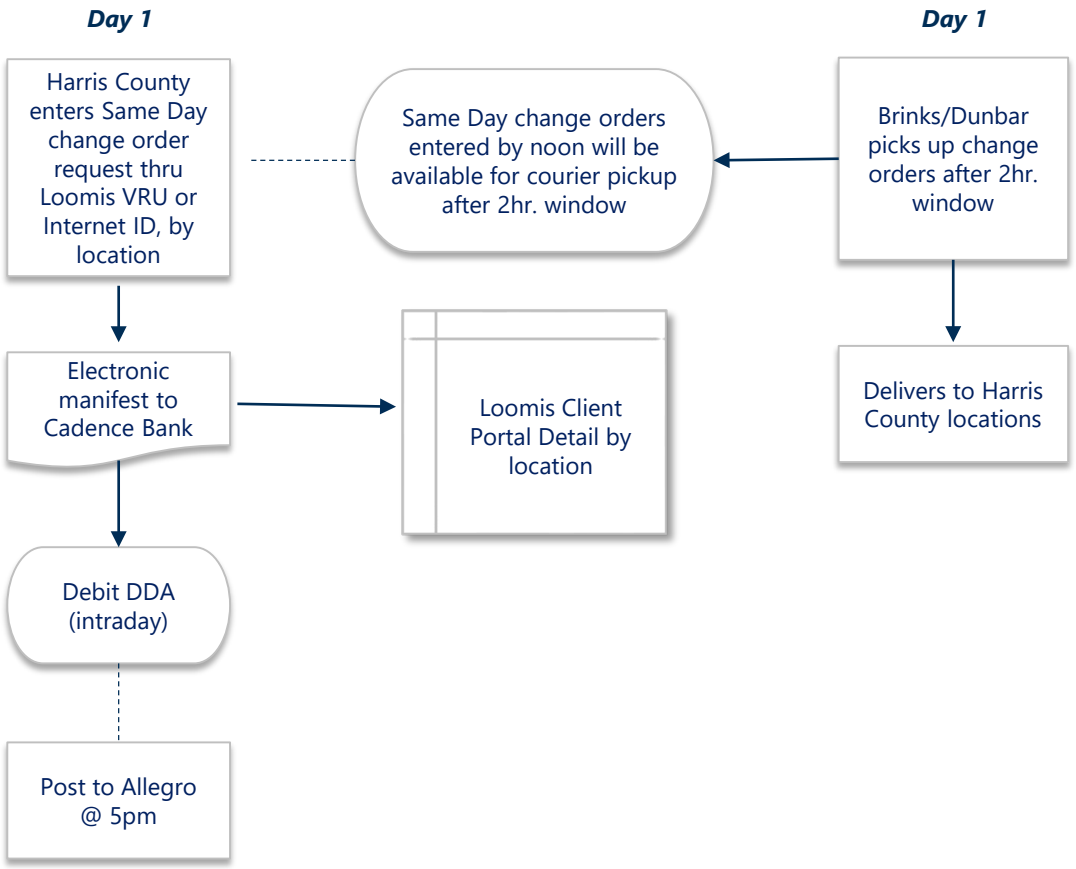
Vault Services for Harris County

3. Standard Change Orders

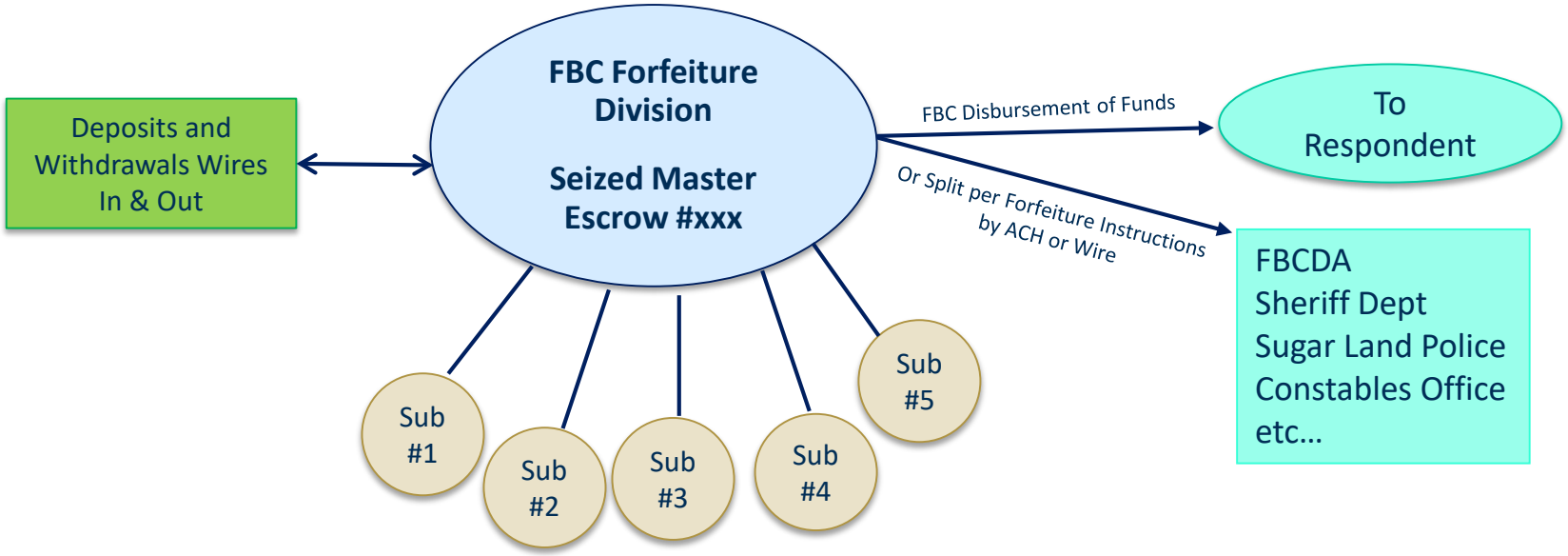


Vault Services for Harris County

4. Same Day Change Orders



Fort Bend County District Attorney Forfeiture Division



1) Bank TM moves funds in sub to fund & out sub to close through master escrow.
2) Branch accepts cash & deposits into master escrow using location numbers by Agency, notifies TM.
3) TM assigns account #, TM opens sub account & communicates to FBC DA Office.
4) Sub Accounts are restricted, no signature card, 1099's issued under TIN on Sub account and can be PF interest bearing or PF DDA.
5) Bank closes sub account per FBC instructions and moves funds to master escrow account. FBC distributes Respondent funds by check on master escrow, wire or ACH.
6) FBC seizes forfeiture funds and split by wire or ACH under dual control – same process as #5.
7) Daily A2i Detailed report send SFTP or File Transfer to DA Office – name, agency, account #, date opened, account balance, interest accrual…
8) Information Reporting for the Master Escrow Account giving DA office access to all activity by Agency.

CADENCE BANK

Cadence Bank, N.A.
2800 Post Oak Blvd., 1st Floor Lobby
Houston, TX 77056
Parking located in circular drive in front of building

Hours: 9am-5pm
Ph: 713-871-3900

RE: Deposit to Master Escrow # : _____ TIN#: _____

Request New Money Market Savings Sub Account:

Fort Bend District Attorney's Office FBO

Defendant's Name: _____

c/o Agency - _____ Case # _____

Requested by (officer name): _____

Officer's e-mail: _____

Officer's Phone: _____ Date: _____

Declared Amount: $ _____ Case Type: ☐ Chapter 59 ☐ Gambling

Money Denominations:

$100.00	**X**	_____	**=**	$ _____
$50.00	**X**	_____	**=**	$ 0.00
$20.00	**X**	_____	**=**	$ 0.00
$10.00	**X**	_____	**=**	$ 0.00
$5.00	**X**	_____	**=**	$ 0.00
$2.00	**X**	_____	**=**	$ 0.00
$1.00	**X**	_____	**=**	$ 0.00
$0.50	**X**	_____	**=**	$ 0.00
$0.25	**X**	_____	**=**	$ 0.00
$0.10	**X**	_____	**=**	$ 0.00
$0.05	**X**	_____	**=**	$ 0.00
$0.01	**X**	_____	**=**	$ 0.00
			Total:	$ 0.00

For Bank Use Only

Cash Verified By: _____ Date: _____ Time: _____

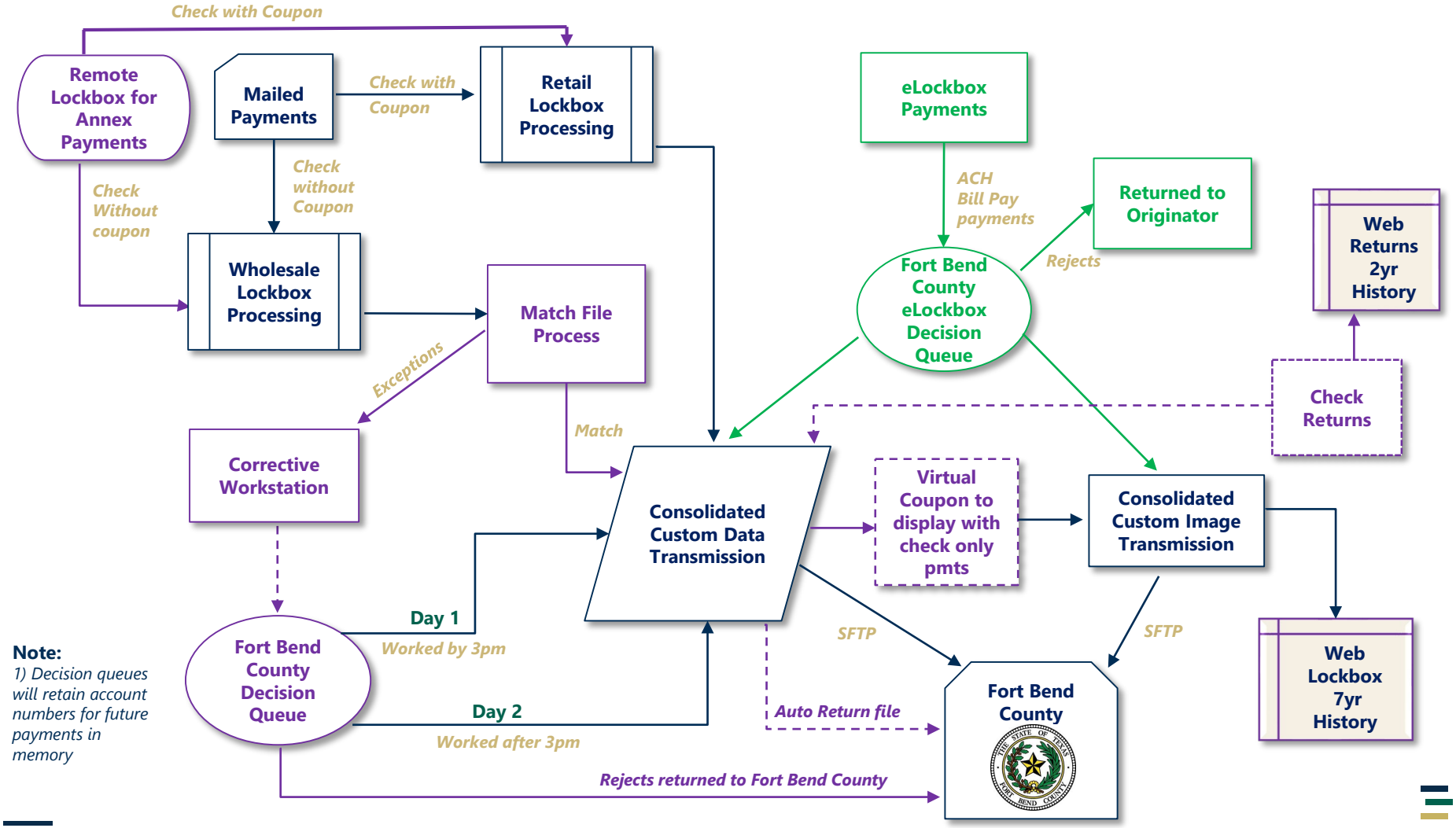
_____ Date: _____ Time: _____

New Sub Account #: _____ * Add to A2i Report

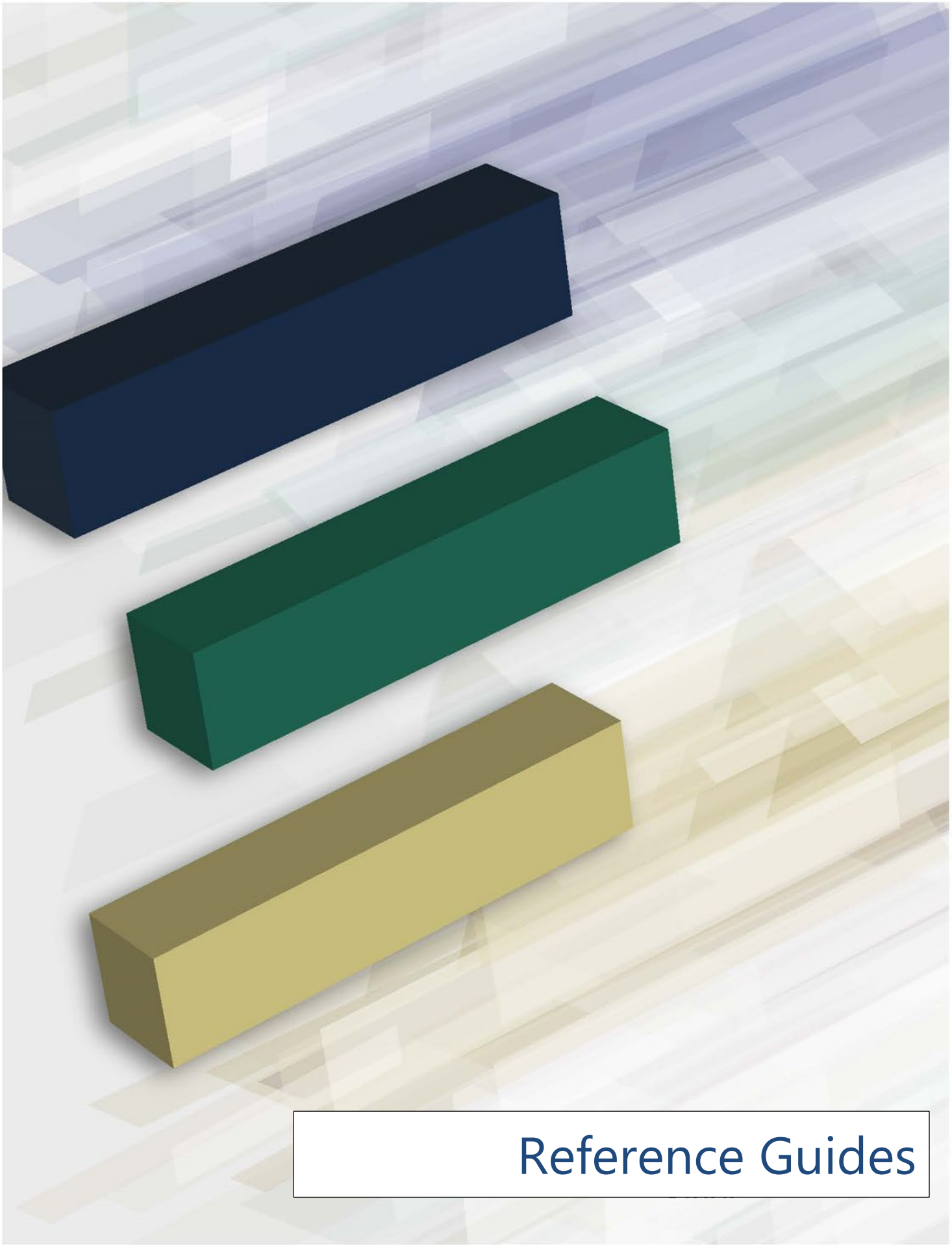
Opened By: _____

Return completed form to Fort Bend County District Attorney's Office, Attention:

Fort Bend County Lockbox



Note:
1) Decision queues will retain account numbers for future payments in memory



Reference Guides

CADENCE BANK

ACH Positive Pay
Quick Reference Guide

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3.1.7 Incoming ACH Email Notifications 14

Chapter 1 – Quick Reference to Allegro!™ ACH Positive Pay

1.1 Overview

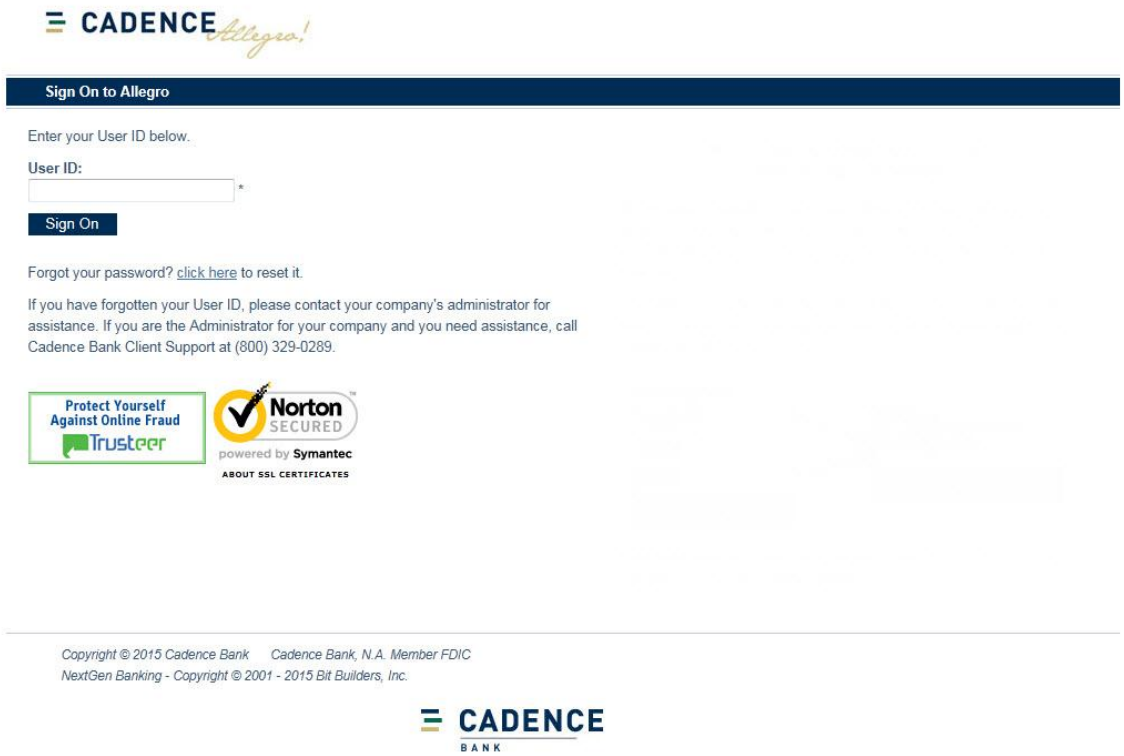
This document is designed to serve as a quick reference of Allegro ACH Positive Pay and provides a high-level description for a quick start to using the functions.

Chapter 2 – Allegro Access

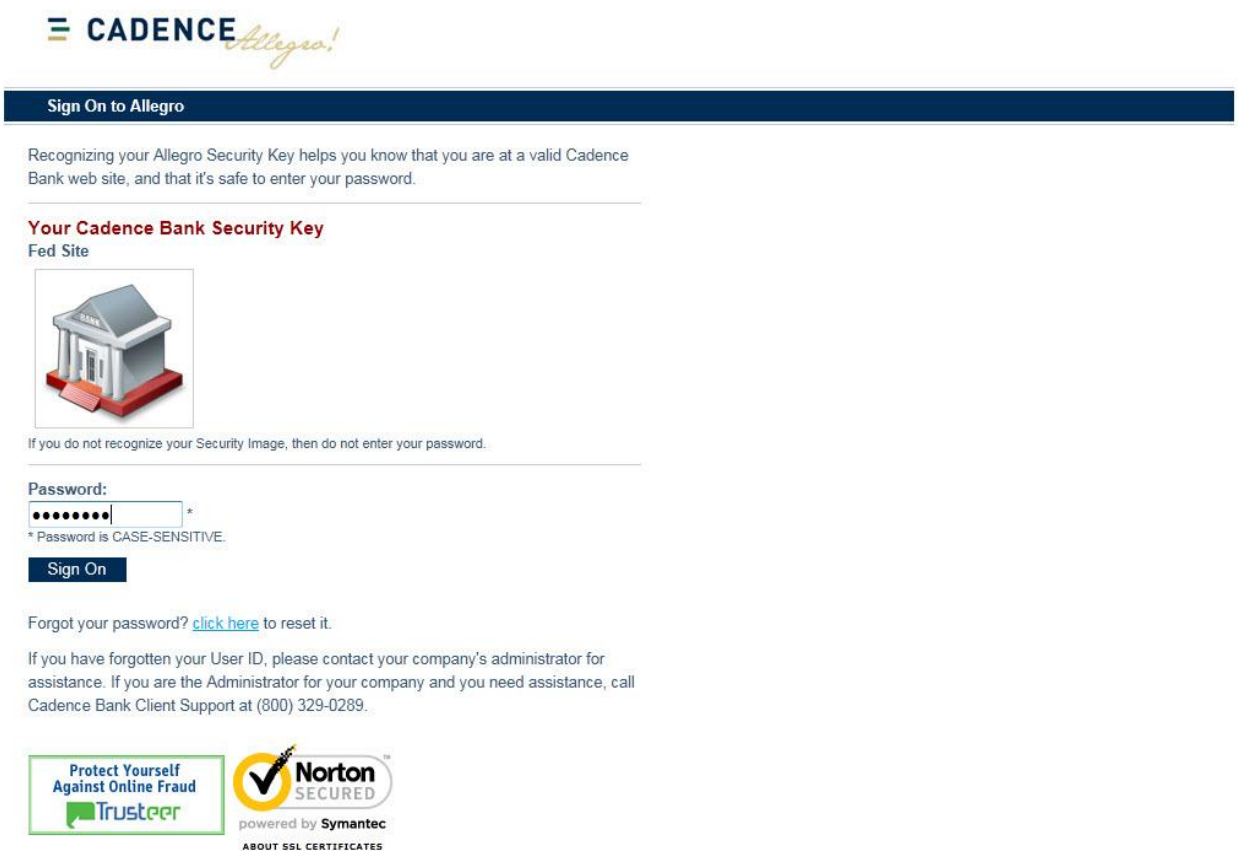
2.1 Allegro Login

To access Cadence Bank's Treasury Management Online portal Allegro, begin at the Cadence Bank homepage on the Internet, https://cadencebank.com. On the left side of the click on More Options within the Sign In area and select "Allegro". The login screen will display. Type in your User ID. Next a screen with your security image will display and if correct an area for your password.

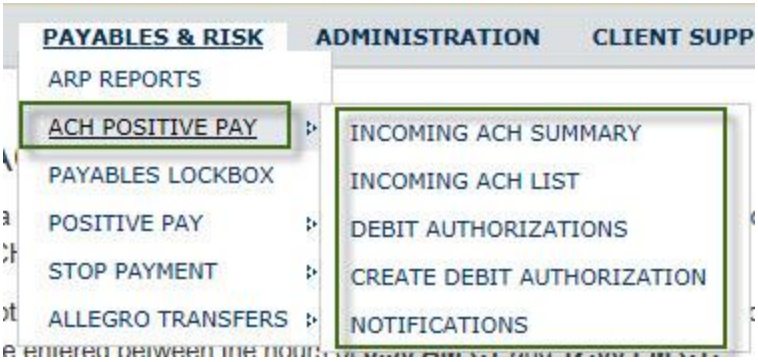
When you initially login, you will be prompted to select a Security Key and Security Text. You will also be prompted to choose and answer three challenge questions for the password reset feature. In the event you forget your password, you can click on the "Forgot Password" hyperlink on the login screen. You will receive an email with a link back to Allegro where you will enter your User ID, then answer one of your challenge questions. You will then be able to enter a new password (twice) and be requested to log back in. The password must be alphanumeric; a minimum of 5 characters in length and is case sensitive. However, you must click on the hyperlink before the third attempt as you will be locked out of the system. The password is good for 80 days, after which time it will expire and you will again be prompted to enter a new one.



Password Page



From your homepage, ACH Positive Pay is located within the Payables & Risk menu.



Chapter 3 – ACH Positive Pay Access

3.1 Allegro ACH Positive Pay

The following describes the functions for ACH positive pay.

3.1.1 Reviewing Incoming ACH Items

Each business day, one or more of your accounts may be presented with incoming ACH requests by companies with whom you conduct business. ACH Positive Pay provides you with the ability to review these incoming ACH requests before they are paid, so that you can decide whether the bank will pay the item from the specified account, or whether the bank should block payment of that item instead. You can elect to review and decision each item individually, or, if you are sure that all items should be paid, you may elect to pay all the items at once.

NOTE: If you do not make decisions on one or more incoming ACH items before the specified decision cutoff time, then the bank will use the "default" decision you have specified for that account when you enrolled in ACH Positive Pay.

Click on a link below to obtain more details about the review and decision process.

- Incoming ACH Summary Screen
- Incoming ACH Items List Screen
- Incoming ACH Details Screen
- ACH Automatic Email Notifications

3.1.2 ACH Item Decision Window

Decision Window for Cadence Bank: 8:30 AM to 12:00 PM CT

The time of day during which you can make Pay/Return decisions is limited. Each business day morning (Monday through Friday, not including bank holidays), the bank will send the items for your review. If you sign into the Positive Pay system before your items are released for review, then the Pay/Return decision screens will display a message indicating that your items are not yet ready for review. If you see that message, you should return at a later time, but be sure to leave yourself enough time to decision your items.

It is important that you sign into the Positive Pay system before the established cutoff time to make your Pay/Return decisions. If you do not make your decisions before the cutoff time, the system will use the default Pay/Return setting that you designated for each of your accounts. If you sign into Positive Pay after the cutoff time, you will be able to see your items, but the Pay/Return features will be disabled as the system will have already used the default Pay/Return decisions as configured for each account.

In rare cases, the item review window may be delayed due to processing issues. In this case, Cadence Bank will typically extend the cutoff time for that day, giving you additional time to make your Pay/Return decisions.

3.1.3 ACH Incoming Items Summary

The incoming ACH items summary screen provides a convenient way to view a summary of the incoming ACH items for your accounts. The information listed in the summary includes an aggregate total of the outstanding decisions grouped by account number.

Example - Incoming ACH Summary List Grouped by Account



Fields Displayed in the Incoming ACH Summary List

- Account # - The account number to which the statistics apply.
- Total Amount - The total amount of all incoming ACH items for the listed account number
- Count - The total number of all incoming ACH items for the listed account number.
- Back to List Button - Navigates back to the full incoming ACH item list.

3.1.4 ACH Incoming Items List

The ACH incoming items list screen is the best way to browse and review the pending incoming ACH items for which pay/return decisions are needed. The ACH incoming items list has the following features:

- Lists all incoming ACH items requiring decisions. The screen will show up to 50 items at a time, after which pagination options will allow you to scroll to subsequent pages.
- Allows you to sort your incoming ACH items by clicking on the column header of any of the columns in the list.
- Allows you to filter the incoming ACH items by a number of different criteria, making it easy to find and drill down to particular items in the list.
- Allows you to drill down on individual items in the list to make view more details and make individual pay/return decisions on items.
- Allows you to "Pay All" outstanding ACH items at once. This will mark all ACH items in the list to "pay" that have not already been resolved to "return".

The Pay/Return List



Incoming ACH Item List - 6 Total Items

	Account #	Amount	Company	Company ID	Effective Date	Tran Type	Scheduled Action	Resolved
View	Payroll - xxx6536	$42.00	Abby 4	4255443311	9/2/2015	--	Return	✗
View	Operating - xxx2811	$42.00	Abby 4	4255443311	9/2/2015	--	Return	✗
View	Master - xxx8987	$42.00	Abby 4	4255443311	9/2/2015	--	Return	✗
View	Payroll - xxx6536	$44.00	Abby 2	2255443311	9/2/2015	--	Return	✗
View	Master - xxx8987	$44.00	Abby 2	2255443311	9/2/2015	--	Return	✗
View	Operating - xxx2811	$44.00	Abby 2	2255443311	9/2/2015	--	Return	✗

Pay All

The Incoming ACH item list includes the following fields:

- View - Click the view link to drill down in to the item for more information. This will redirect you to the ACH Item Detail screen.
- Account # - The account number for the item. The account number will appear in masked form for security reasons.
- Amount - The amount of the item.
- Company ID - The originator's company ID.
- Company Name - The originator's company name.
- Effective Date - The date the item was presented to the bank through the ACH system.
- Tran Type - The transaction type for the item (i.e. Debit or Credit)
- Scheduled Action - This is the action that the bank will take for the item. If you have made a pay/return decision for the item, your pay/return decision will show in this column. If you have not made a decision for the item, the applicable account's default pay/return decision will be displayed here.
- Resolved - A check mark will be displayed here if you have made a decision for the item. Otherwise, an "X" will be displayed to signify that no decision has been made.

Sorting the List

You can sort the list by any column clicking on the column header. Click once to sort in ascending order. Then click again to sort it in descending order. An icon will appear to the right of the sorted column's header text to indicate that it has an active sort. The icon displayed will be either an up arrow for an ascending sort, or a down arrow for a descending sort.

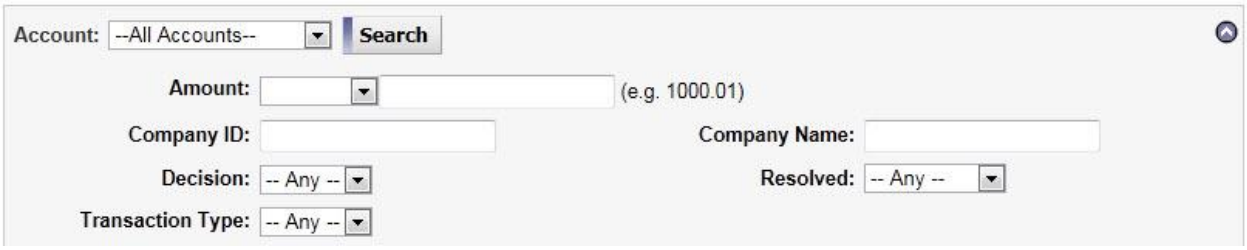


Searching for Items in the Incoming ACH Item List

The search parameters area is directly above the ACH items list. When you first navigate to the screen, the list will display in condensed form as shown below. You can expand the search parameters area by clicking on the down arrow on the far right side of the section.



Search Area (Condensed)



Search Area (Expanded)

The available search fields are listed below. You can combine one or more of these search fields together in a single search to drill down to very specific data.

- Account - Search by a single account number to view ACH items only for that account or choose "All Accounts" to show items for all accounts in your profile for which you have been granted View ACH Item permission.
- Amount - Search items by a specific amount, a range of amounts, or several other comparison methods (<>, >, >=, <=, etc.).
- Company ID - Search items coming from a specific company ID (originator ID).
- Company Name - Search items coming from a specific company. The "*" wildcard character is supported if you are not sure of the exact spelling of the name. E.g. you can search for companies with the word "Industries" in the name by using the company name of "*Industries*".
- Decision - Search for items based on their pending decision code. Options include "Any" (not searched), "Pay", or "Return". Note that this search field DOES incorporate default decisions when searching on the field.

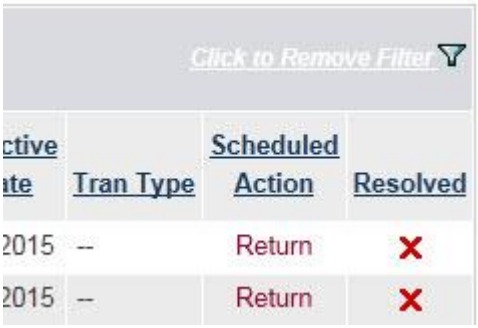
- Resolved - Search for items for which decisions have already been made. Choosing "Yes" will only pull back items for which decisions have been made. Choosing "No" will only pull back items for which decisions have NOT been made.
- Transaction Type - Search for items based on the transaction type. Options include "Any" (not searched), "Debit", or "Credit".

Running the Search

Once you have entered all the search criteria, press the "Search" button to search for matching items. If there are any items that match your criteria, they will be displayed in the results.

If a search is active, additional features appear on the screen.

Click to Remove Filter - This link will appear in the right side of the results table header when a search is active. Click this link to remove all filters and return to the default list showing all items.



Alternatively, you can click the "Clear Search" button in the top search area to remove all search filters and return to the default list showing all items.



Choosing to Pay All Items

Pay All - Press this button to mark all incoming ACH items for payment at one time. After clicking the Pay All button, the system will display the Pay All Confirmation screen to allow you to review the items that will be paid before confirming it. You can cancel the operation from the confirmation screen if you decide you are not ready to pay all the items.

3.1.5 Paying All Items at Once

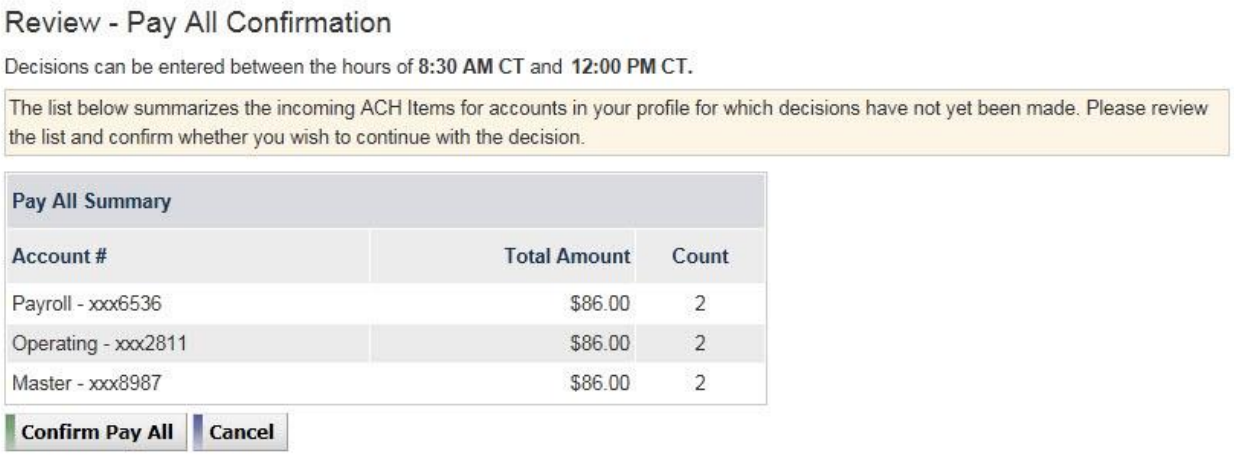
You can choose to pay all incoming ACH items at one time (vs. one-by-one).

The ACH Incoming Items list contains a "Pay All" button at the bottom of the item list for this purpose.



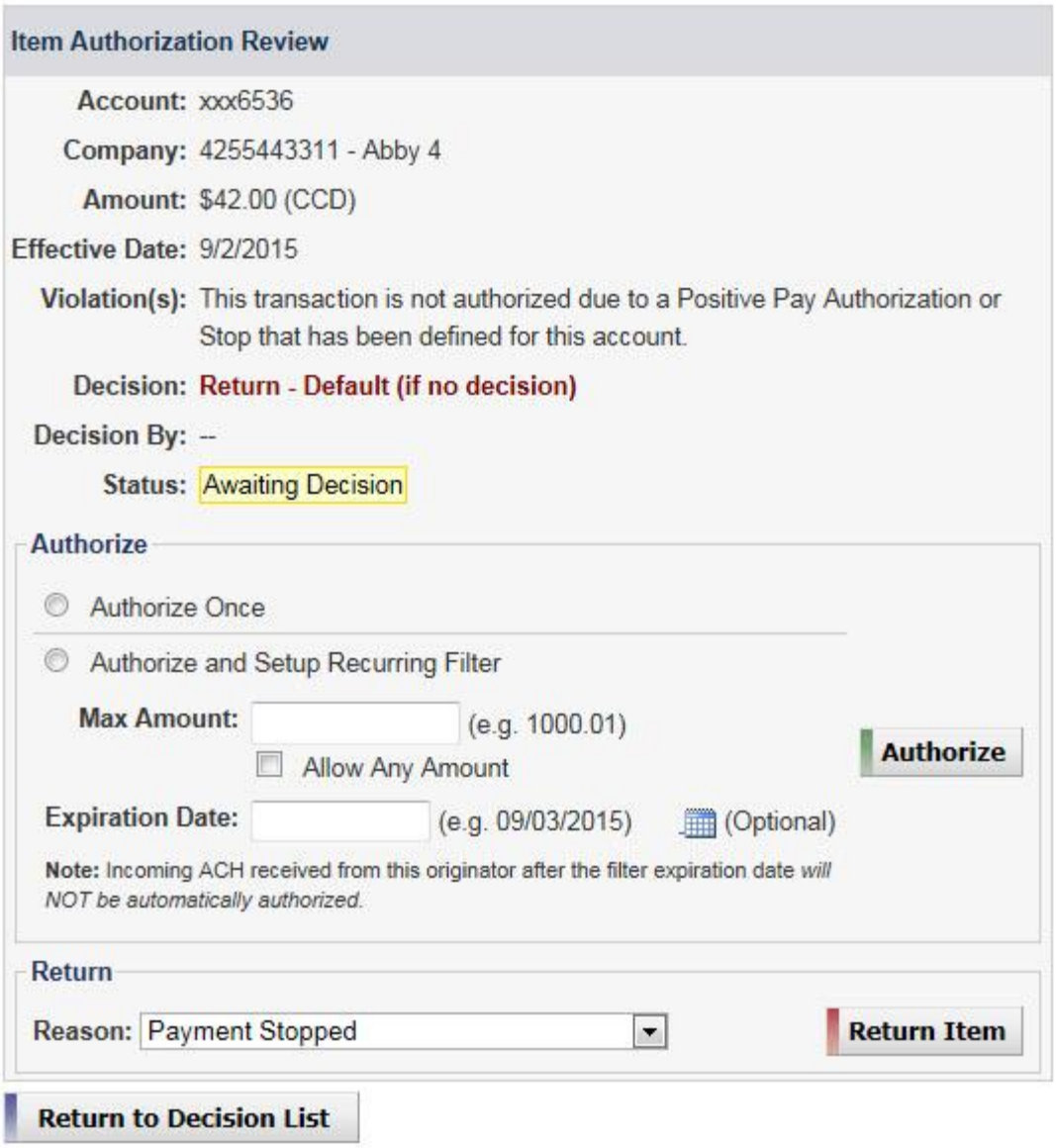
After clicking the Pay All button, the system will display the Pay All Confirmation screen to allow you to review the items that will be paid before confirming it. If you would like to proceed with paying all items, press "Confirm Pay All". Otherwise, press Cancel to cancel the operation and return to the main item list.

Note: The pay all function will apply to all ACH items in your main Incoming ACH Items list that have not already been marked for Return. As a result, if you have 100 items, you can set the items to be returned individually first, and then pay all remaining items as once. Keep in mind that if you have more than 1 page of items in your list, all items in all pages not already marked for return will be paid - i.e. not just the items on the current page.



3.1.6 ACH Item Detail

The ACH Item Detail screen shows additional detail for a selected ACH item, but also allows you to make a pay/return decision for that item.



Item Detail Information

The top section of the screen shows the detailed information for the selected item. The fields displayed include:

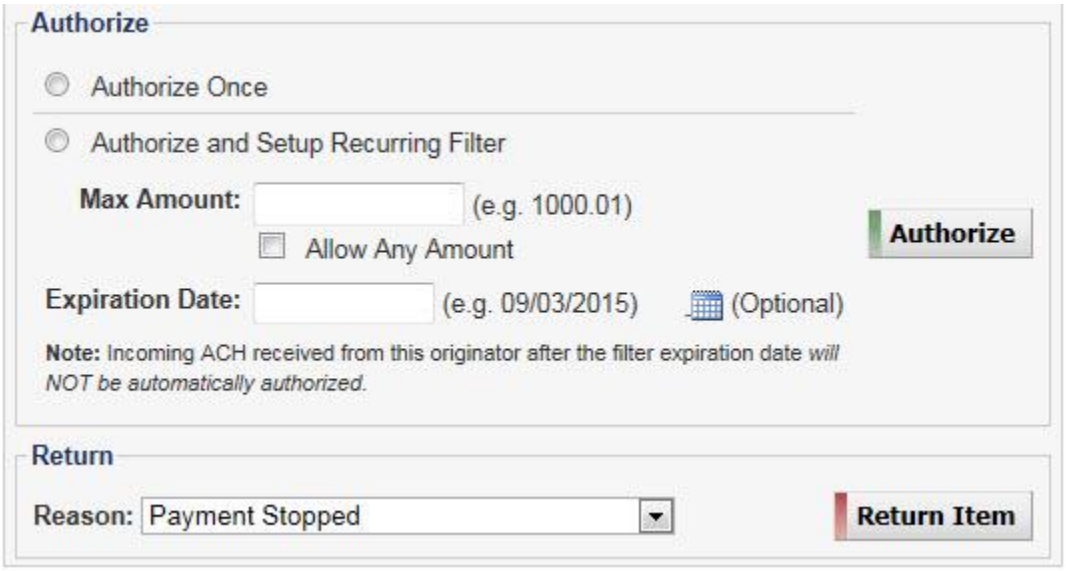
- Account - The account from which the ACH item would be paid should you choose to pay the item;
- Company - The ID and name of the originator;
- Amount - The amount for the item;
- Effective Date - The date the item was presented to the bank through the ACH system.
- Decision - The current decision chosen for the item. Note that if you have not made a decision on the item, the system will show the "default" decision that will be made for the item based on the account's default pay/return setting that you specified when signing up for ACH Positive Pay. In this case, the decision will be followed by the test "Default (if not decision)".
- Decision By - If a decision has already been made by someone in your company, then this field will display the name of the user who made the decision.
- Status - This will show one of the following statuses depending on whether someone in

your company has made decision on the item

- Decision Made
- Awaiting Decision

Making a Pay/Return Decision

The bottom section of the screen allows you to make a pay/return decision for the item being viewed.



There are three decision options from which to choose:

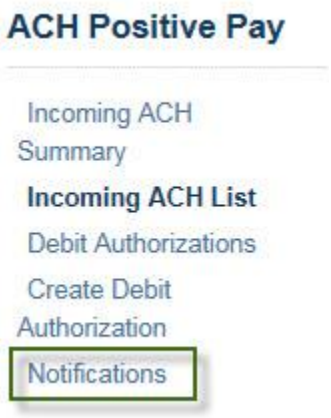
- Authorize Once - Authorize payment of this item one time;
- Authorize and Setup Recurring Filter - Authorize this item and setup a recurring authorization so that subsequent ACH items from this originator and to this account are paid, up to the limit specified in the Max Amount field. You can choose also set an expiration date for the filter, or leave it blank to continue paying matching items until you cancel the filter. Should you choose this option, the filter will be visible in your filter list screen.

  Note: **If a filter already exists that matches this originator ID and account, then that existing filter will be updated to reflect the max amount and expiration date specified here and a new filter will not be created.**

- Return Item - Do not pay the ACH item.

3.1.7 Incoming ACH Email Notifications

You can elect to receive an email notification when one or more of your accounts have at least one incoming ACH item that requires a pay/return decision. To configure email notifications, click on the "Notifications" link in the left navigation area of ACH Positive Pay. This will redirect you to the Alert Setup screen, where you can configure your email notification.



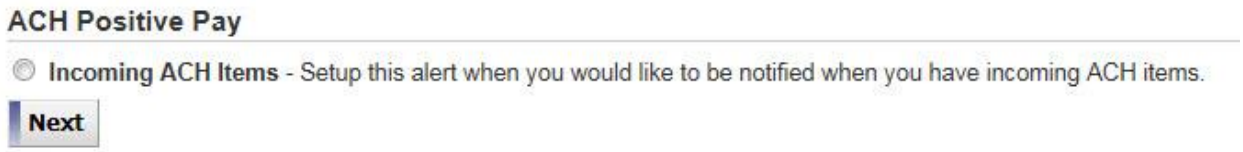
User Alerts List

The user alerts list displays a list of all the alerts you have already configured for ACH Positive Pay. You can edit an alert in the list by clicking on the "Edit" link to the right of the alert you wish to edit.



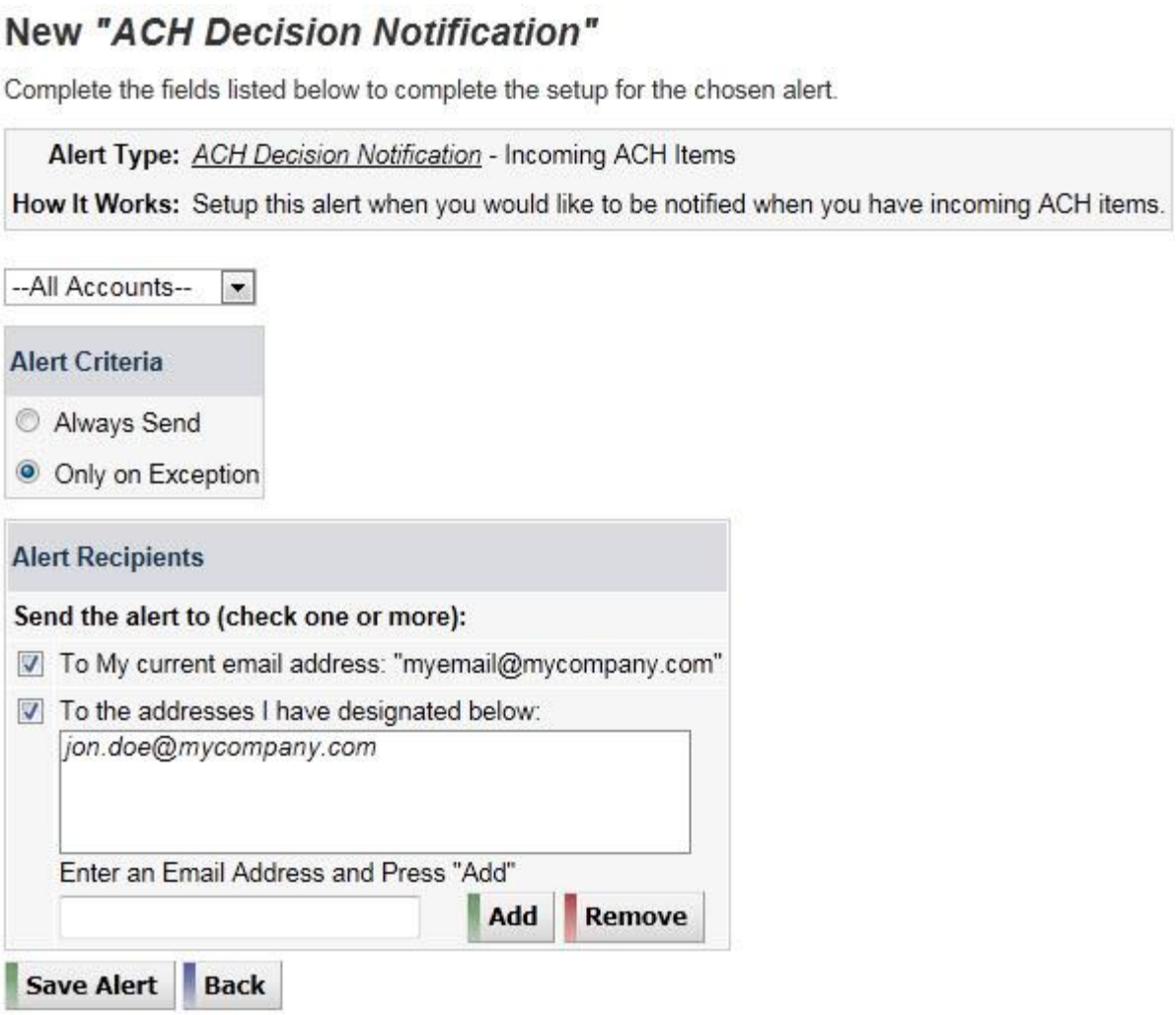
Creating a New Alert

To create a new alert, click on the "Setup New Alert" link at the bottom of the alert list. The system will display a list of all the available alerts that you can choose to configure. This may include alerts from other applications to which you have also enrolled, such as Positive Pay.

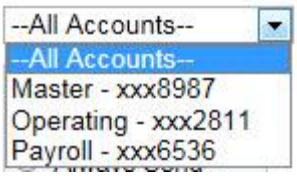


Choose the "Incoming ACH Items" alert type.

The next screen allows you to configure when and how you wish to be notified when ACH items on one or more of your accounts are detected.



The first step to configure the alert is to specify the account for which you would like the notifications to apply. You can either select a single account, or you can designate that the alert applies to "all accounts", which means all accounts in your profile for which you have View ACH Items permission.

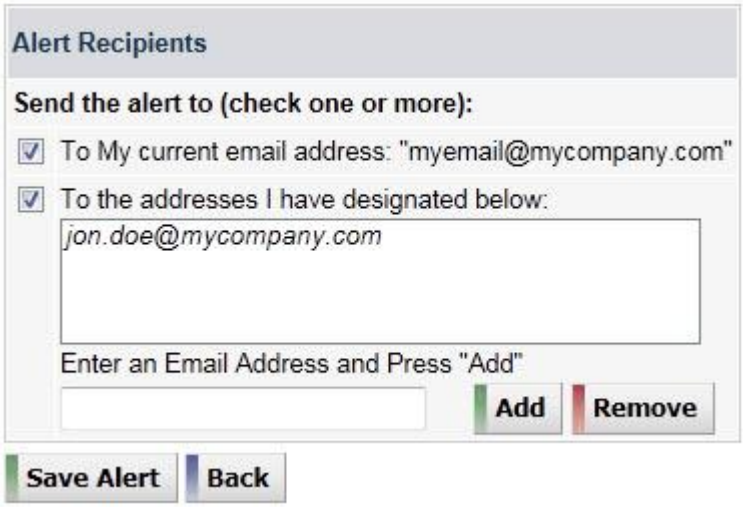


Then, choose whether you would like to receive the alert every day regardless of whether you have items to review ("Always Send") or only when you have returned items to review ("Only on exception"). In the latter case, the email will specify that you have zero items to review today.



Then, choose the email address to which you would like the alert to be sent. You can add as many email addresses as you like. Just type the email address into the text box provided and press the "Add" button. Afterwards, the system will display the email address in the list box. Finally, don't

forget to press "Save Alert" to save all your changes



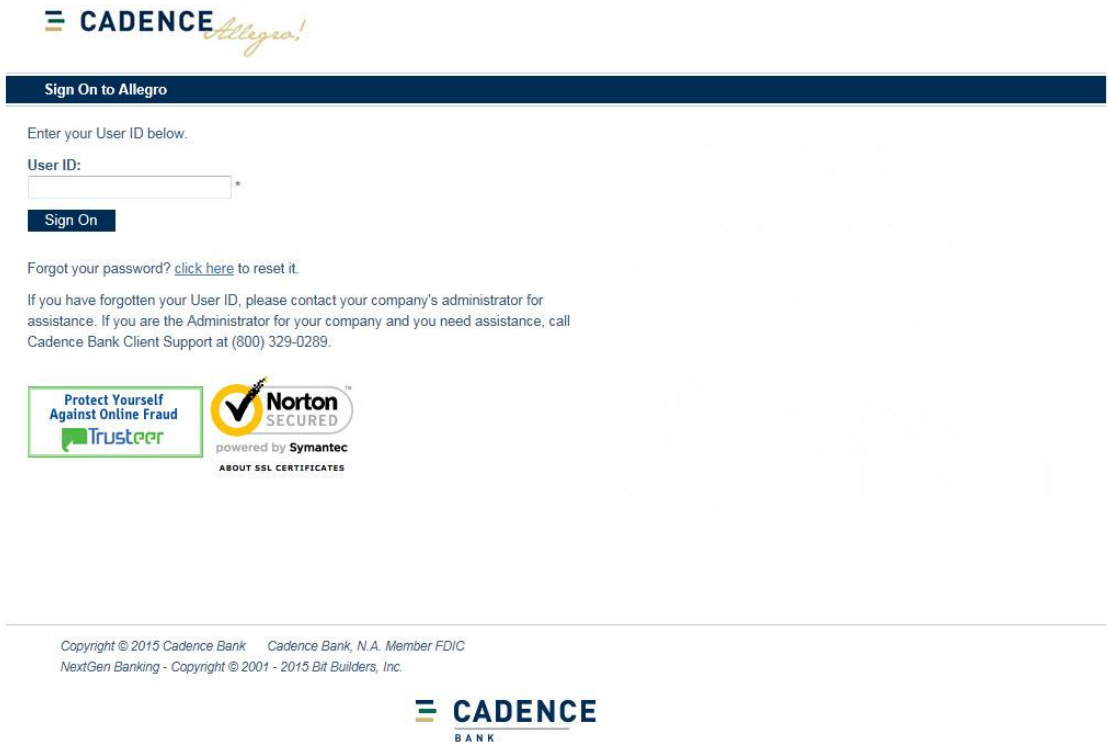
Allegro! Online Statements Quick Reference Guide

To access Allegro! Online Statements go to our website, https://cadencebank.com.
On the left side of the screen, select 'More Options' within the Sign In box and click on 'Allegro'.

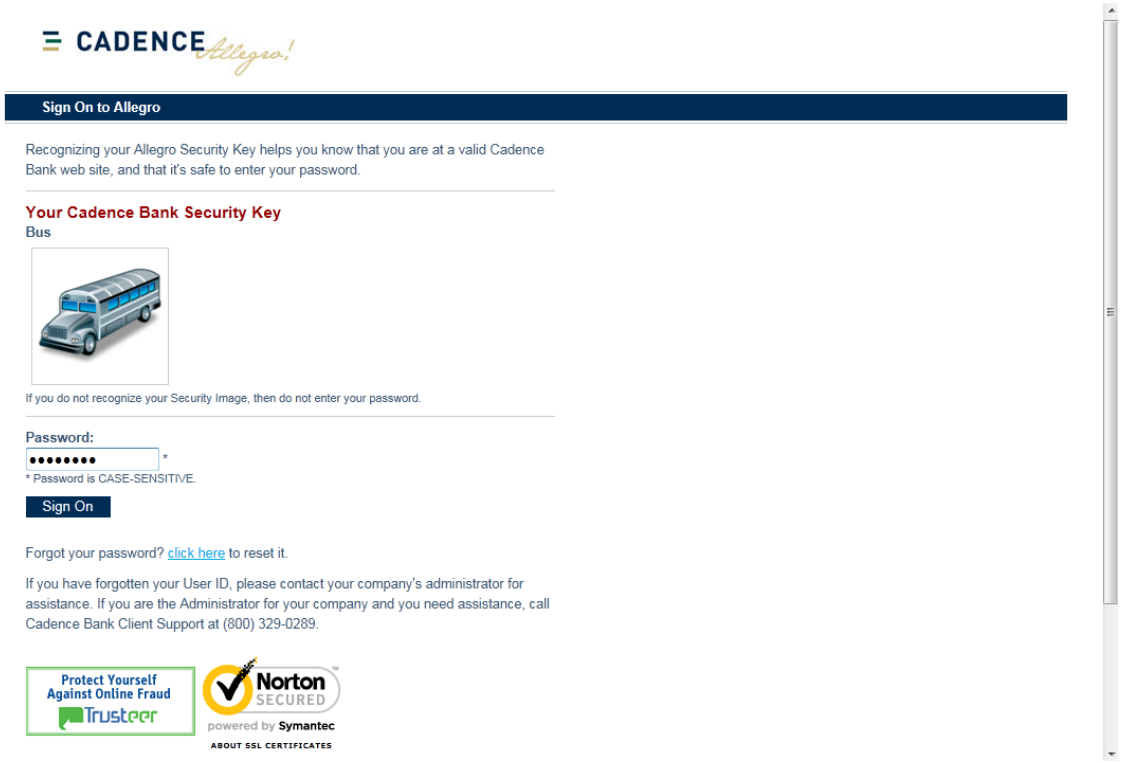
The login screen will display. Type in your User ID. Next a screen with your security image will display and if correct an area for your password.

When you initially login, you will be prompted to select a Security Key and Security Text. You will also be prompted to choose and answer three challenge questions for the password reset feature. In the event you forget your password, you can click on the "Forgot Password" hyperlink on the login screen. You will receive an email with a link back to Allegro where you will enter your User ID, then answer one of your challenge questions. You will then be able to enter a new password (twice) and be requested to log back in. The password must be alphanumeric; a minimum of 5 characters in length and is case sensitive. However, you must click on the hyperlink before the third attempt as you will be locked out of the system. The password is good for 80 days, after which time it will expire and you will again be prompted to enter a new one.

Login screen:

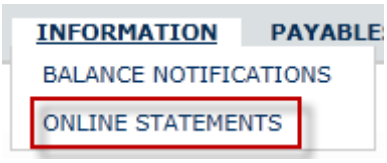


Password screen:



From your homepage, the services you are entitled to will appear within the menus along the top side. To

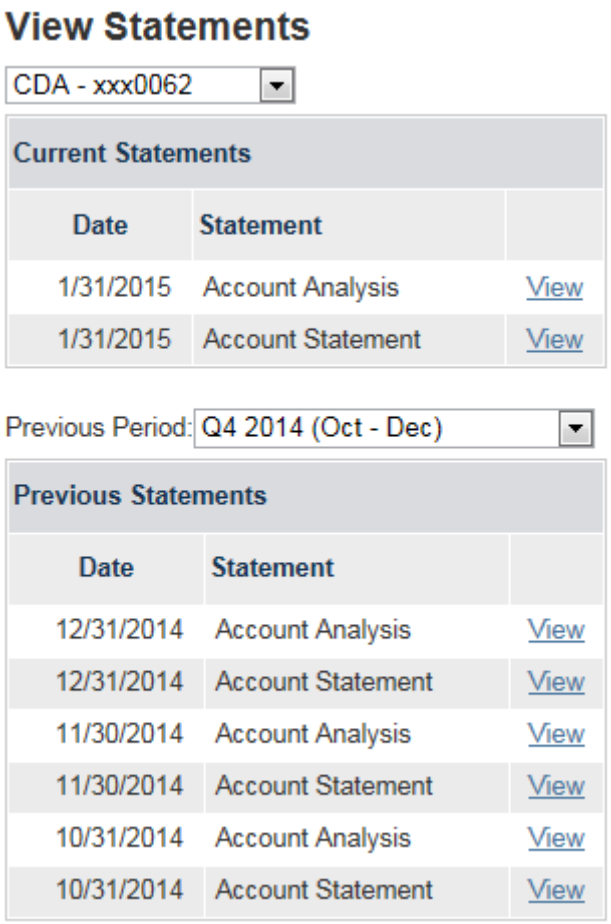
access Online Statements, hover over the Information Menu and select Online Statements



Once in the statement section, the accounts you are entitled to can be selected at the top of the screen. Within each account, the most recent statements available will show just below and then previous statement periods grouped by quarters are shown.

To switch to a different account, simply click the down arrow beside the account number and select the appropriate account. To switch to a different previous period, simply click the down arrow beside the date range and choose the appropriate date range.

Standard account statements will show within this section, and if the account is an analysis account, those statements will also be available within this same section. To view the statement, click on View beside the one you are trying to see and the PDF version will open in a new window.



This is a sample of the Account Statement

CADENCE
BANK

01/31/15

9980000062

CADENCE BANK TEST ACCOUNT
1108 HWY 182 EAST
STARKVILLE MS 39759

HOLDF CYCLE-031

*** CHECKING *** CDA 2-52

PREVIOUS STATEMENT BALANCE AS OF 12/31/14			.00
PLUS	0	DEPOSITS AND OTHER CREDITS	.00
LESS	0	CHECKS AND OTHER DEBITS	.00
CURRENT STATEMENT BALANCE AS OF 01/31/15			.00
NUMBER OF DAYS IN THIS STATEMENT PERIOD	31		

*** BALANCE BY DATE ***

12/31	.00

This is a sample of the Account Analysis Statement

Statement Date: 01/31/15

Account: 9980000062
Contact: DOUG KISER
Phone: 256-532-2696

CADENCE BANK TEST ACCOUNT
1108 HWY 182 EAST
STARKVILLE MS 39759

---------- ACCOUNT ANALYSIS STATEMENT ----------
FOR THE PERIOD 01/01/15 THROUGH 01/31/15

----------< BALANCE COMPUTATION FOR THE PERIOD >----------

Average Daily Book Balance	0.00
Less Average Daily Float	0.00
Average Daily Collected Balance	0.00
Balance To Support Services.....	0.00

--- ACCOUNT POSITION FOR THE PERIOD -------	FEE BASIS	BALANCE BASIS
Earnings Credit (0.2500 %)	0.00	0.00
Current Period Analyzed Charges	150.00	706,451.61
Analyzed Charges Due after Credit	150.00	
TOTAL FEES DUE -->	150.00	

Balance shortage for the current period --> (706,451.61)

----------< SERVICE CHARGE DETAIL >----------

SERVICES RENDERED IN PERIOD.....	VOLUME	UNIT PRICE	SERVICE CHARGE	BALANCE
Controlled Disbursement Services				
CDA - Maintenance	1	150.0000	150.00	706,452
Subtotal Cont Disbursement Svc			150.00	706,452
Total Activity Charges.....			150.00	706,452
Total Charges Listed Before Credit....			150.00	706,452
Analyzed charge subtotal.....			150.00	706,452

$4,709.68 in collected balance will offset $1.00 of charges.

Analysis 822

Quick Reference Guide



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Chapter 3 – Downloading Files via Allegro! File Transfer 3

Chapter 1 - Overview of 822

The 822 is a US standard EDI format for account analysis statements. These electronic statements eliminate the paper and allow for faster delivery from the bank to the customer. Some other key customer benefits are:

- Customer may export data to existing systems: GL, budget, payables, etc. Downloaded into software and manipulated to produce reports.
- Compare divisions, departments, regions.
- Perform bank-to-bank comparisons.
- Perform modeling and “what if” scenarios.
- Archive statements electronically.

The bank supports the ANSI X12 EDI 822, version 4010. Version 4010 became the US standard in 1991.

All 822 files contain AFP codes associated with the balances and services utilized by the customers. AFP codes were developed to provide a way for companies to compare “apples-to-apples” when reviewing their monthly files.

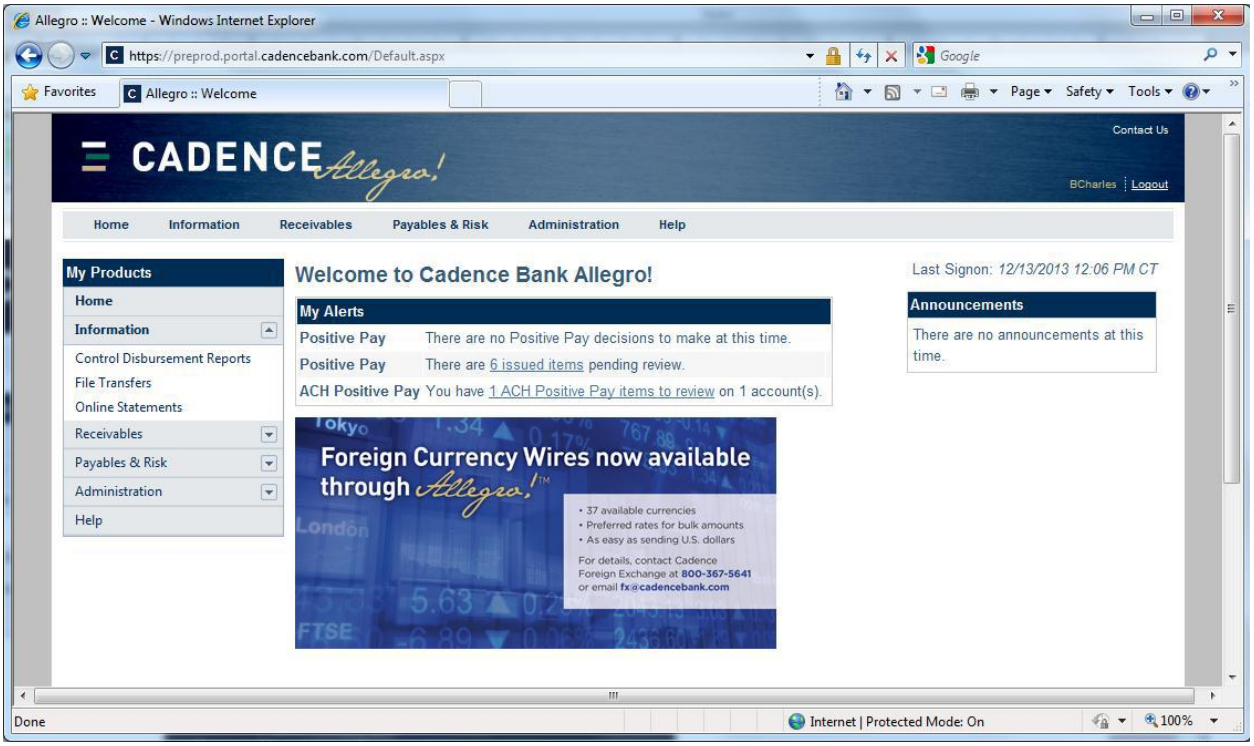
822 files will be delivered to enrolled customers on the debit date every month.

Chapter 2 - Receiving Files via SFTP

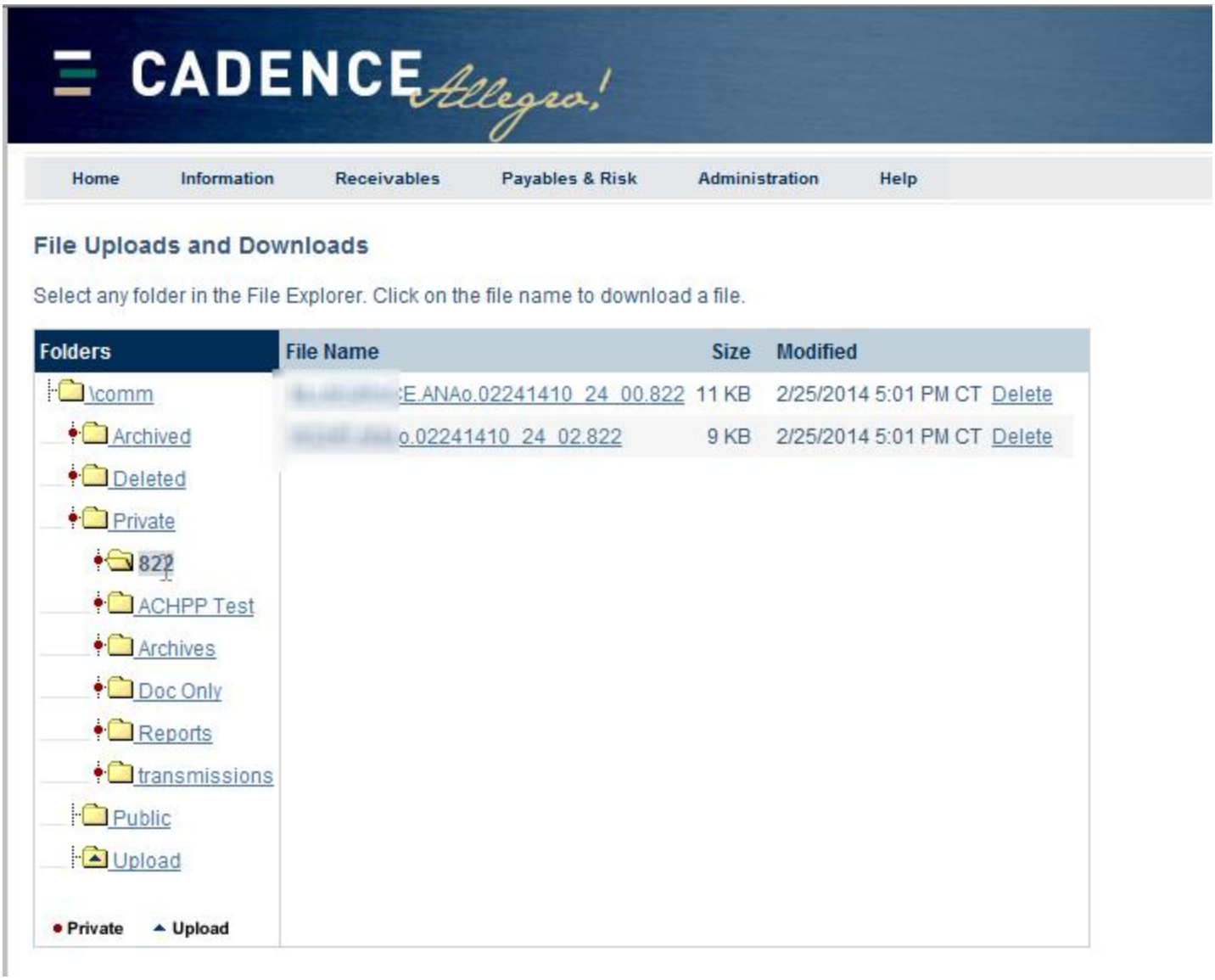
One of the available methods for 822 file delivery is Secure File Transfer Protocol. FTP is a standard Internet protocol for transmitting files between computers on the Internet/Network. SFTP is an extension of FTP and adds support for the Transport Layer Security (TLS) and the Secure Sockets Layer (SSL) encryption and identification protocols. In this case, the bank pushes the 822 file to the client's FTP server. If this file delivery method is selected, then the File Transfer exhibit must be completed.

Chapter 3 - Downloading Files via Allegro! File Transfer

The other available method for 822 file delivery is Allegro! File Transfer. In this case, the customer downloads the 822 file from the File Transfers menu within Allegro! The File Transfers link is found in the Information Services group shown below.



Within File Transfers, the customer would access the 822 folder within the Private folders. Private folders can be viewed by any user that has been granted to View Private Folder permission by the bank or their business administrator.



If this file delivery method is selected, then the File Transfer exhibit AND the Information Reporting Online Exhibit must be completed.

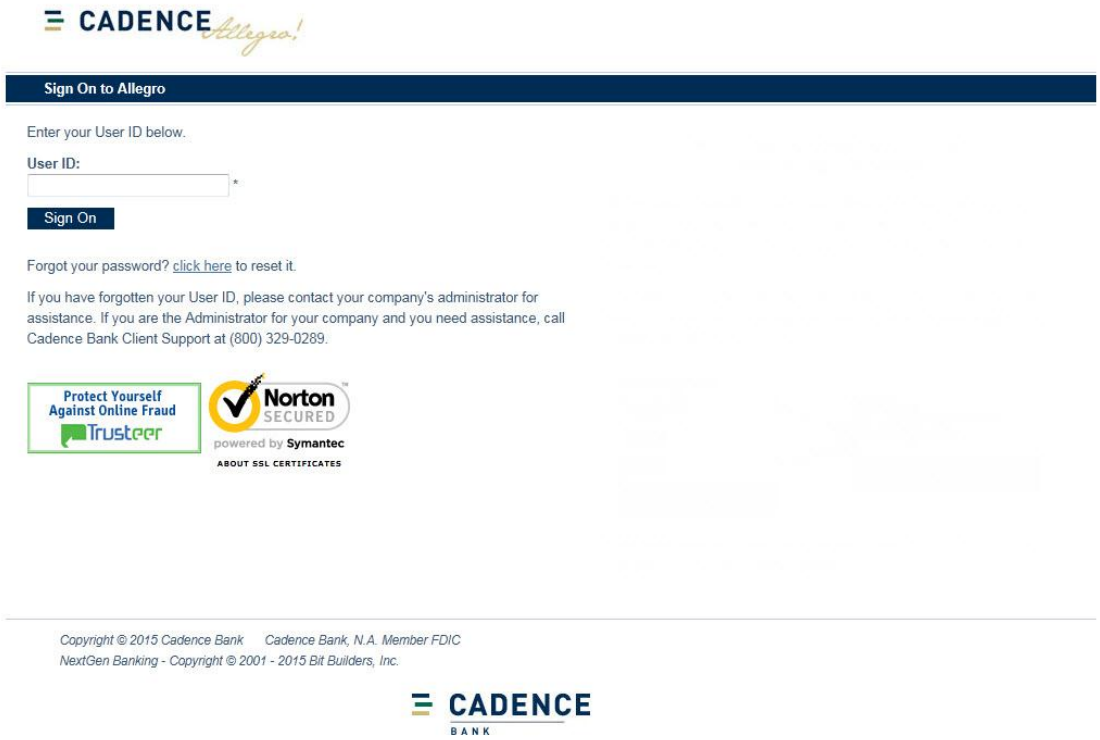
Entitlements Quick Reference Guide

To access Allegro! User Maintenance, go to our website, https://cadencebank.com.
On the left side of the screen, select 'More Options' within the Sign In box and click on 'Allegro'.

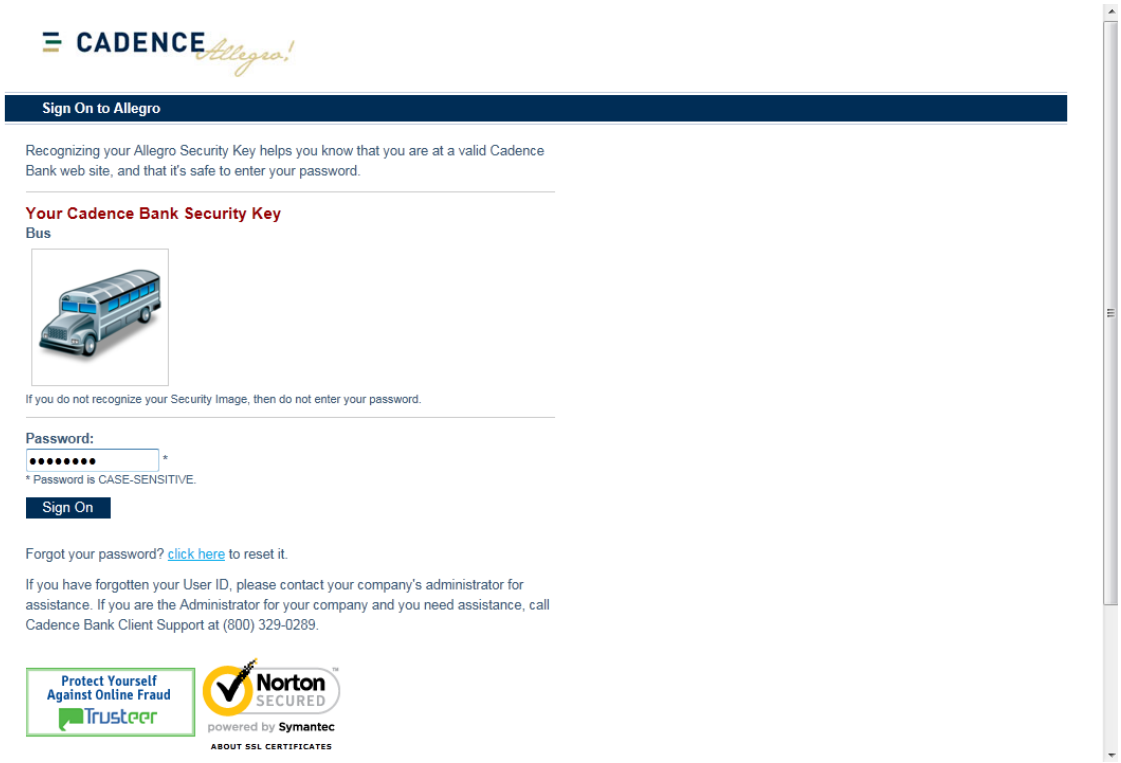
The login screen will display. Type in your User ID. Next a screen with your security image will display and if correct an area for your password.

When you initially login, you will be prompted to select a Security Key and Security Text. You will also be prompted to choose and answer three challenge questions for the password reset feature. In the event you forget your password, you can click on the "Forgot Password" hyperlink on the login screen. You will receive an email with a link back to Allegro where you will enter your User ID, then answer one of your challenge questions. You will then be able to enter a new password (twice) and be requested to log back in. The password must be alphanumeric; a minimum of 5 characters in length and is case sensitive. However, you must click on the hyperlink before the third attempt as you will be locked out of the system. The password is good for 80 days, after which time it will expire and you will again be prompted to enter a new one.

Login screen:



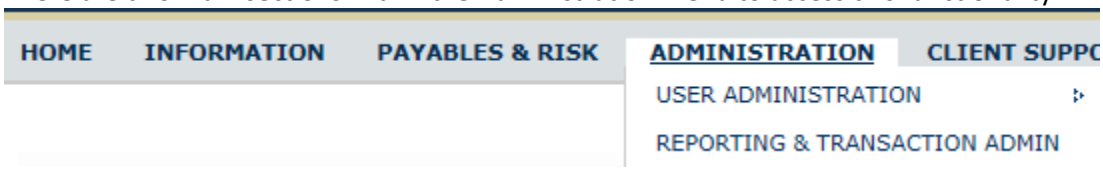
Password screen:



As an administrator of your company's Reporting and Payments system you can disable or reset a user's

access to Allegro, view the accounts they have been assigned for Balance Reporting and view recent session history. You can also maintain their access rights to ACH and Wire Transfer if your company is entitled to those functions.

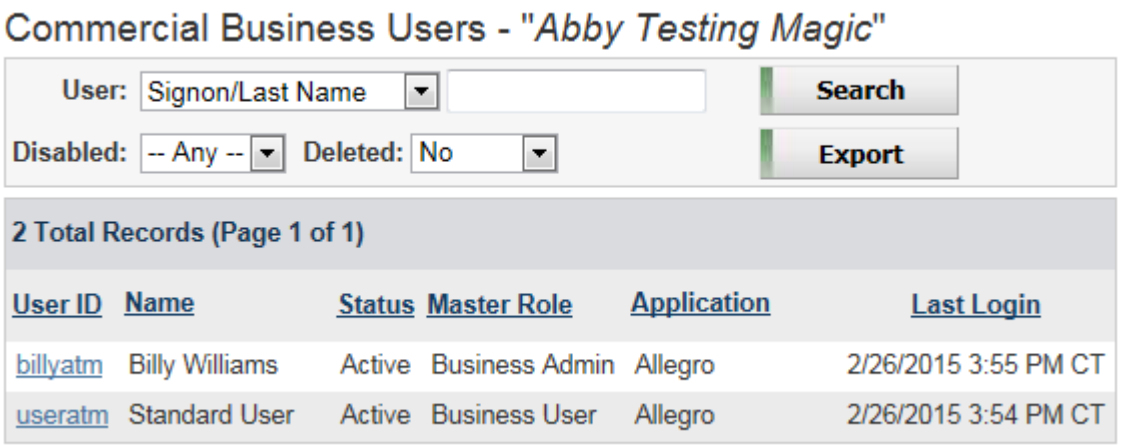
There are two main sections within the Administration menu to access this functionality.



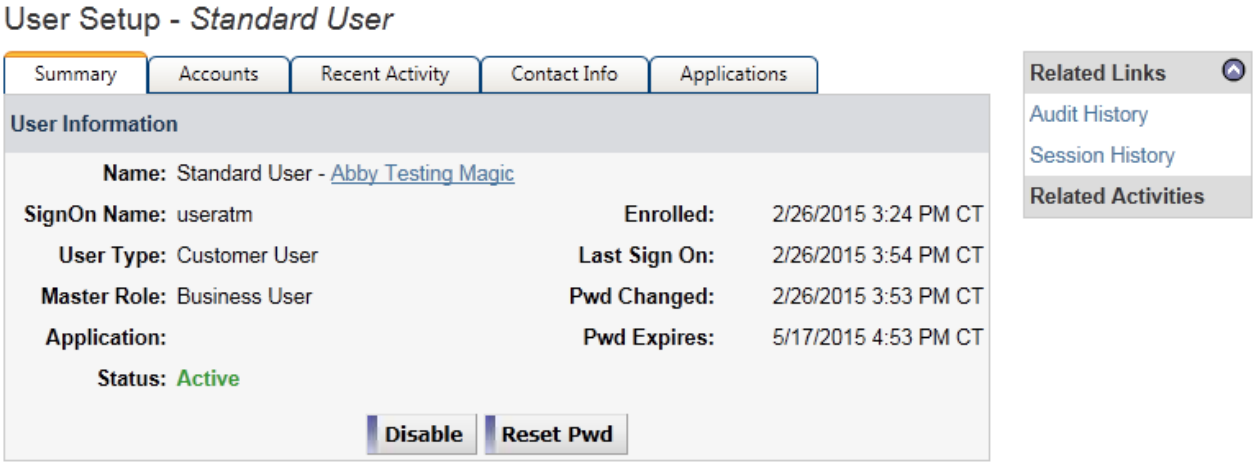
By hovering over User Administration, you can click on Users to see the list of all users within your company's Allegro profile.



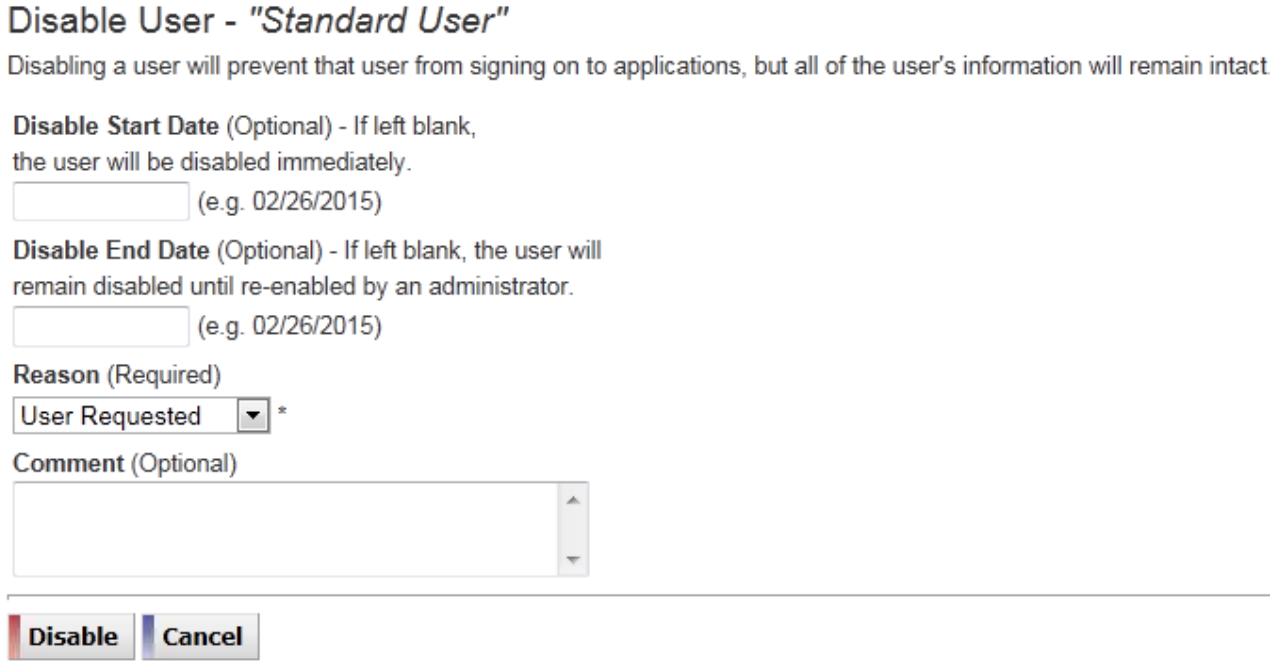
From this screen you will see the list of users including yourself. This screen shows their current status and last login. To access a user, click on their user id hyperlink.



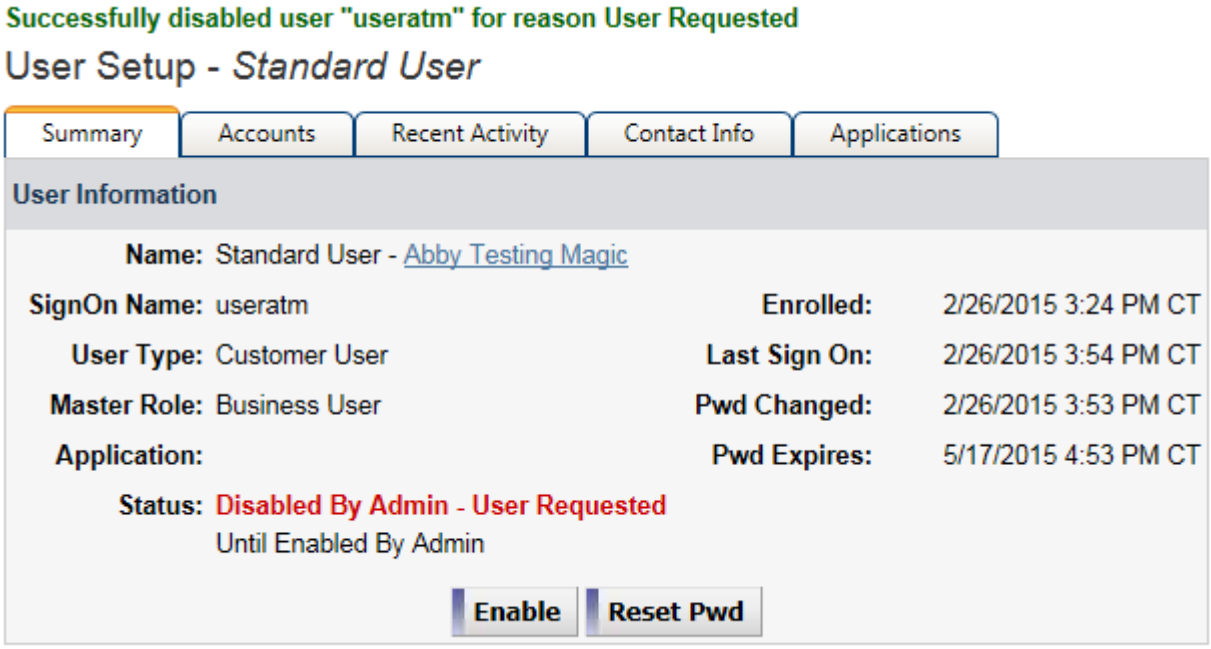
Once on this screen, you can disable the user or reset their password.



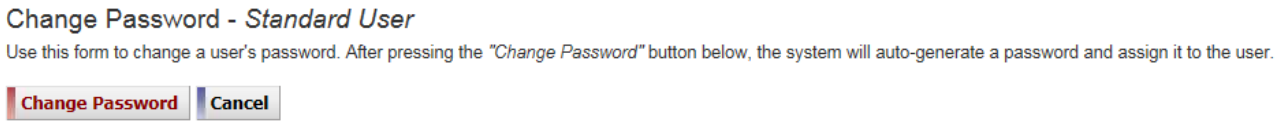
If you choose to disable the user, you will be prompted for further information on the next screen. If this is an immediate and permanent disable, leave both date fields blank. Otherwise, fill in the boxes with the appropriate information and click on Disable.



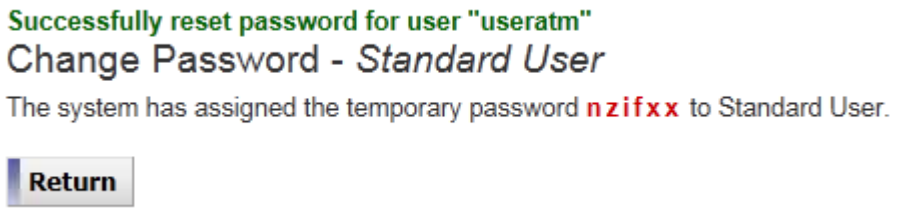
The next screen will show that the user is now disabled. You can re-enable the user at any time by selecting the Enable option.



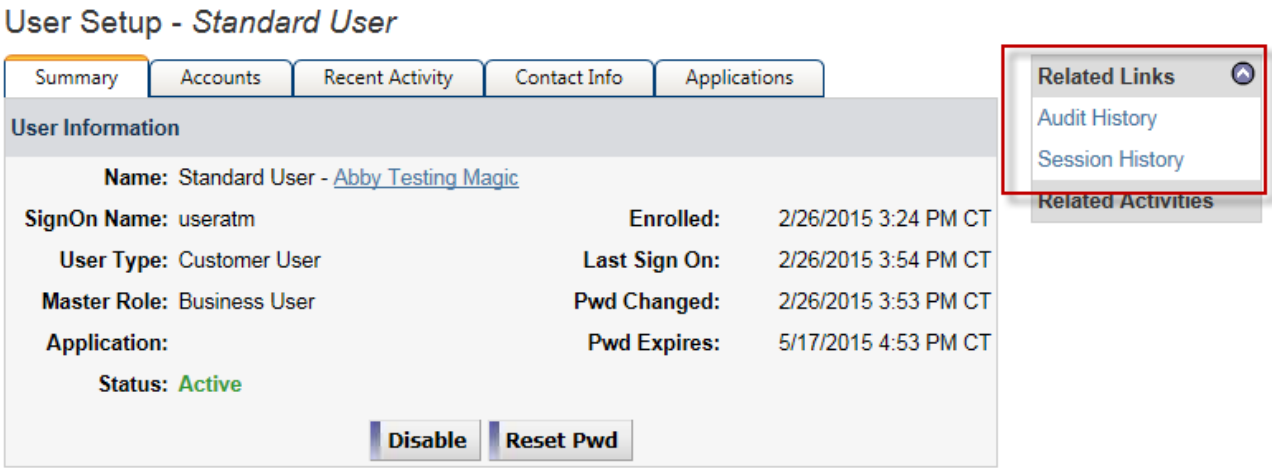
To reset a user's password, choose Reset Pwd and on the next screen select Change Password.



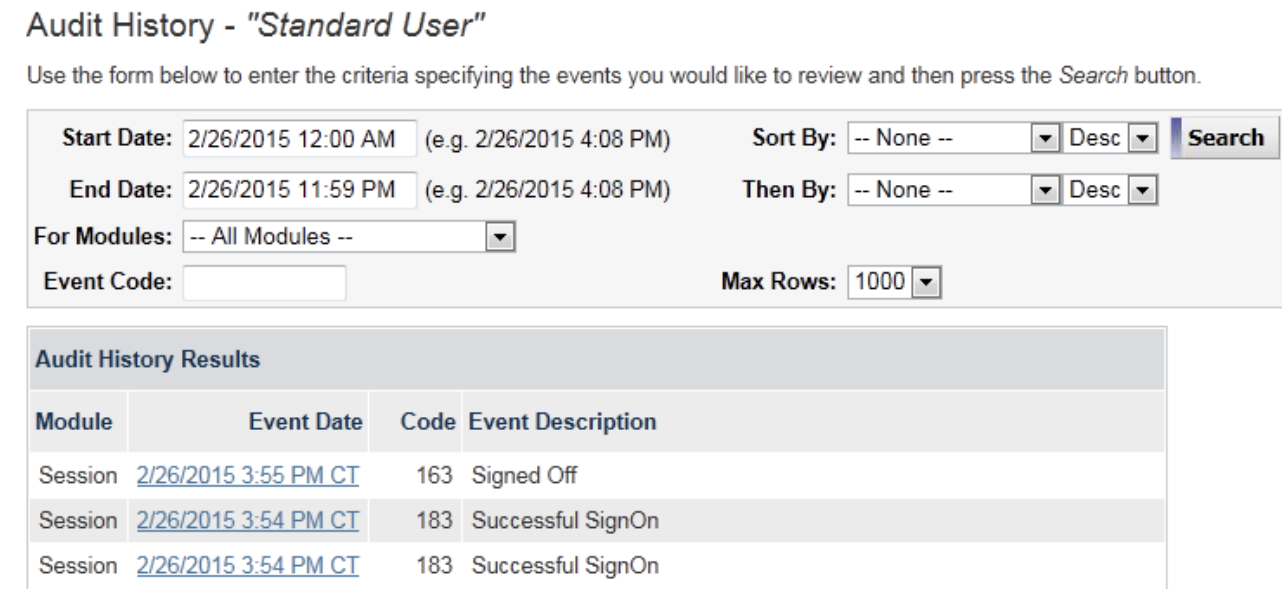
You will be given the temporary password for the user. You will need to communicate that password to the user to use the next time they log in.



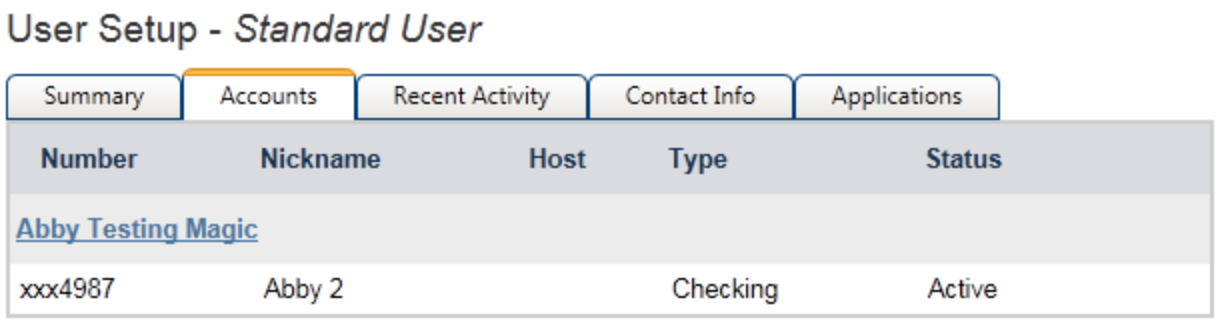
From the user's main screen, you can also view their Audit History and Session History for Balance Reporting. You can do this by selecting either option at the right side of the screen.



From this screen, you are able to search a date range. Once the results display, you can click on the hyperlink under Event Date to see further details.



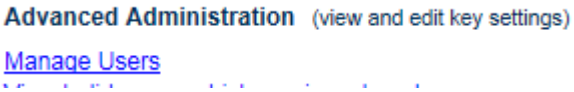
From the user's main screen, you can also click on the Accounts tab to review the accounts they have access to for Balance Reporting.



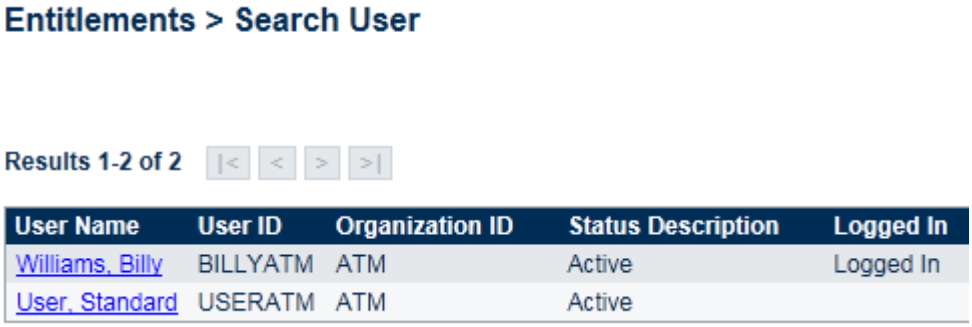
To review a user's access to ACH and Wire functionality, you can click on the Reporting & Transaction Admin menu item



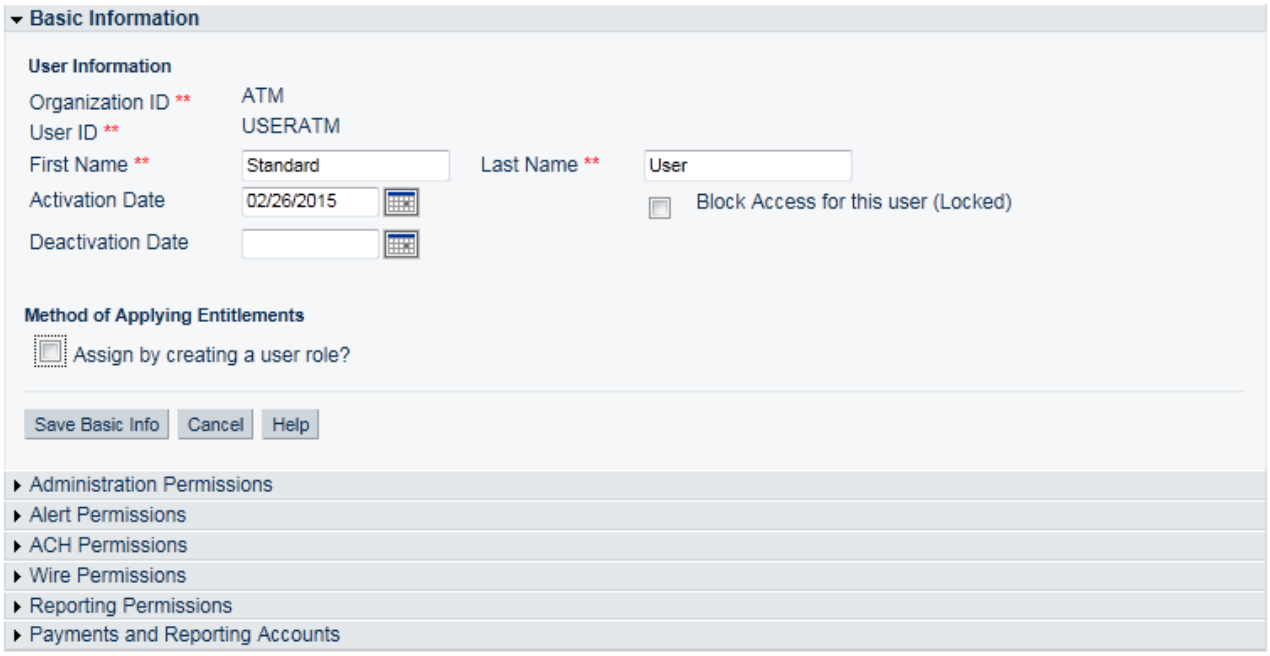
Once on that page, you will click on the Manage Users options within the Advanced Administration section



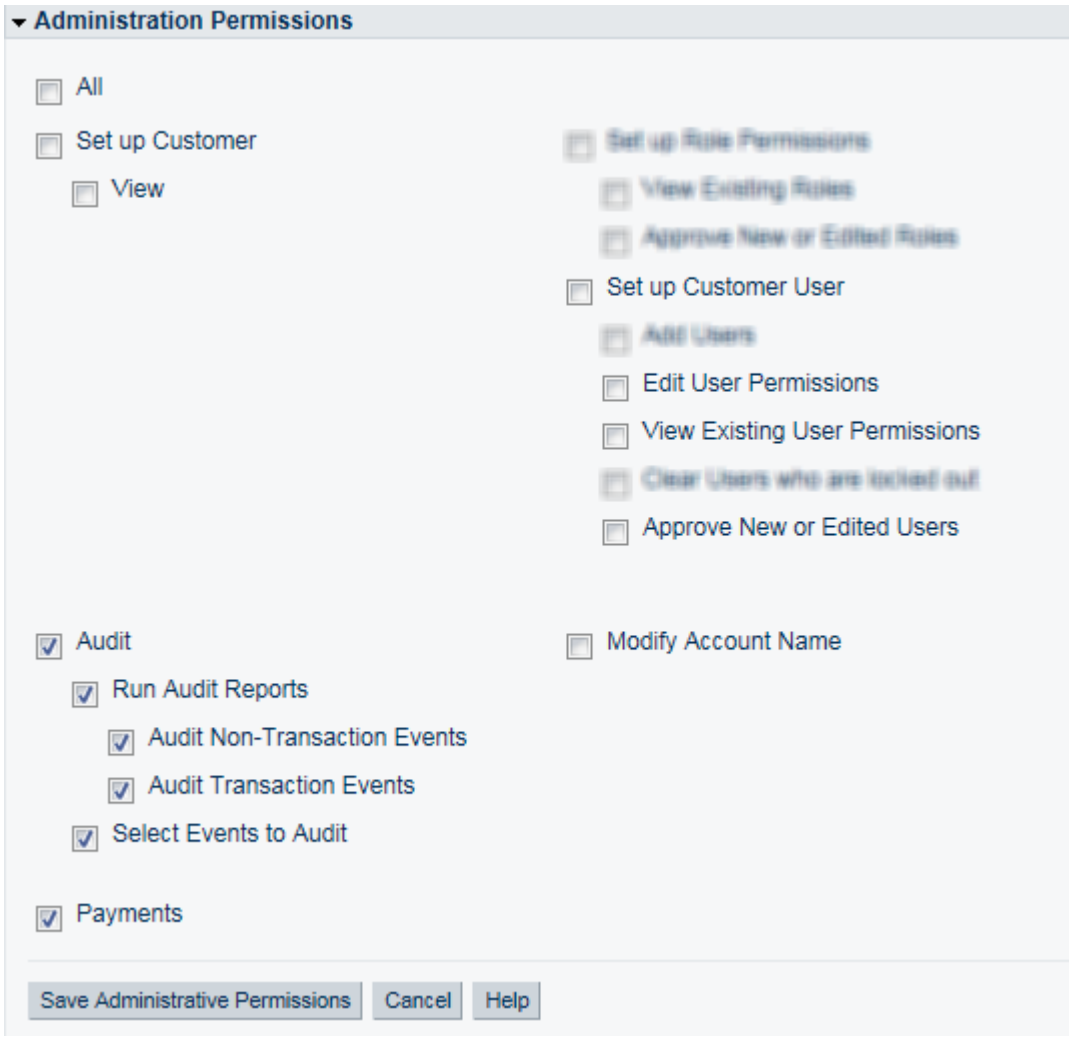
From that screen, you will see the list of users with access to ACH or Wire functionality including yourself. To access a user, simply click on their User Name hyperlink.



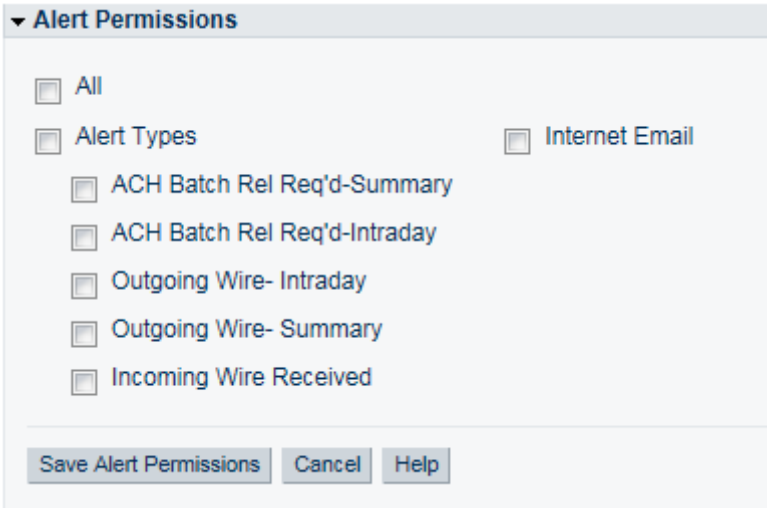
On this screen, you will have several folds to click through to view or edit entitlements for the user. For the Basic Tab as displayed below, you are able to Lock the user or Deactivate them, but that only deactivates them within the Payments system. It is better to go back to the main user administration in Allegro and block their overall access if that is the intention.



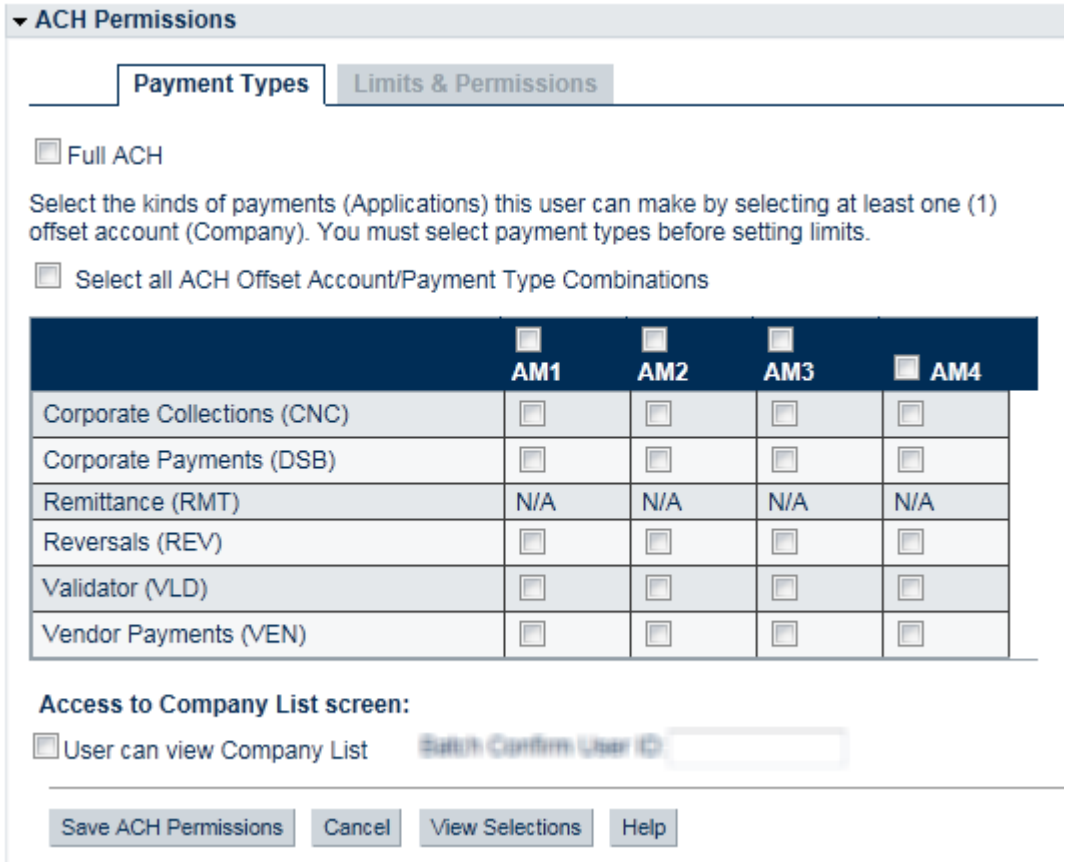
From the Administration Permissions tab, you can give them access to some of the same Payments Administration functionality that you have. The main option to be use on this screen is Payments. This is what allows the user access to the other ACH and Wire permissions that you will give.



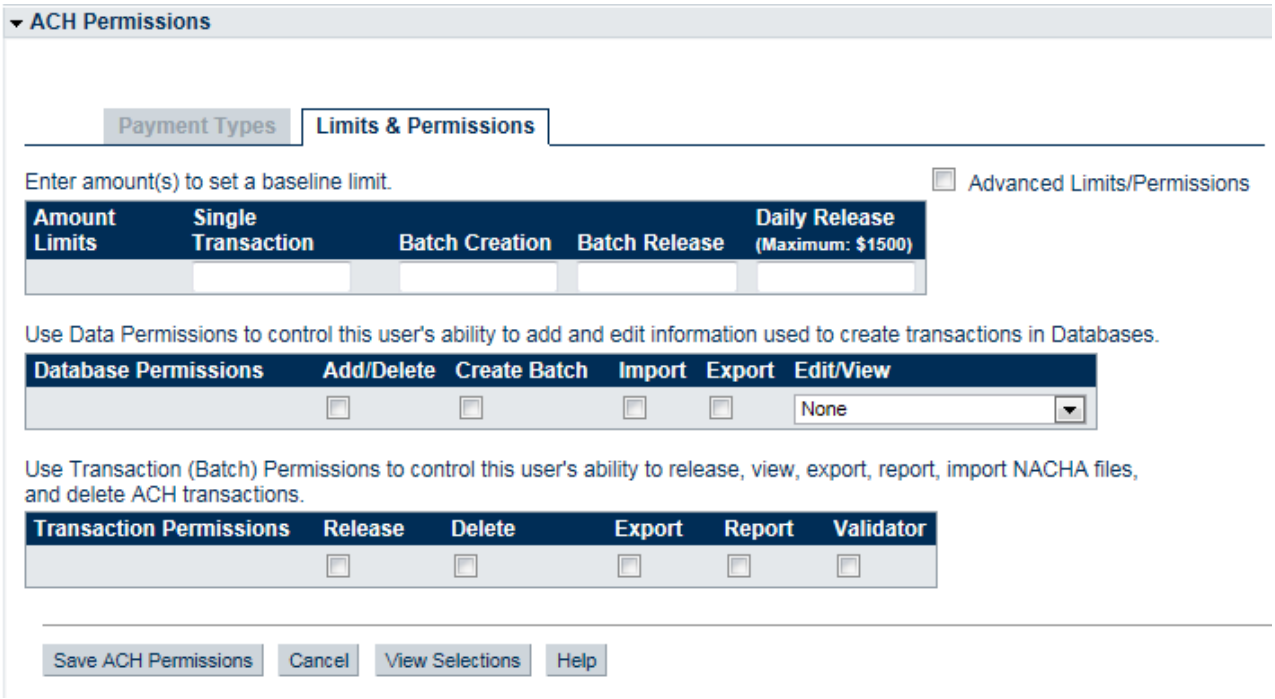
Alert Permissions allows the user to add alerts for ACH and Wire functionality.



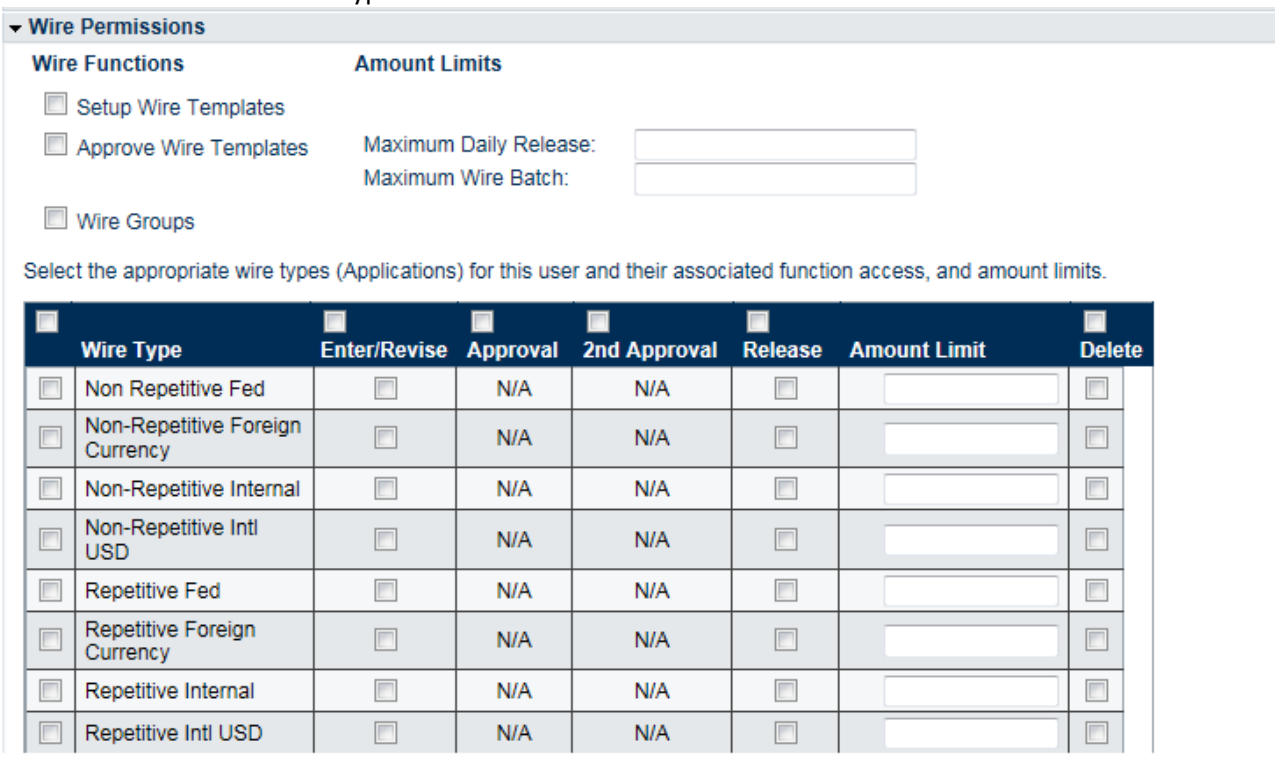
There are two tabs within the main ACH tab. The first is to add the appropriate ACH Payment types to each ACH company the user will need access to.



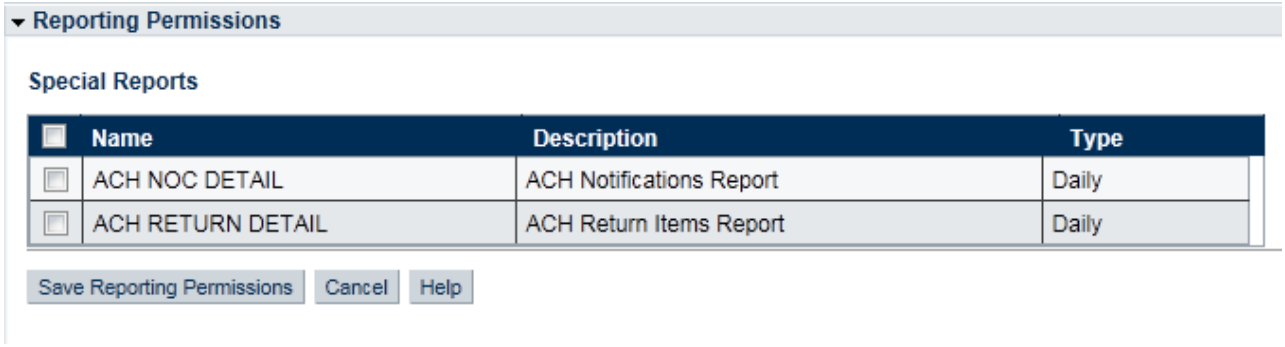
The second tab is to assign their dollar limits and initiation access.



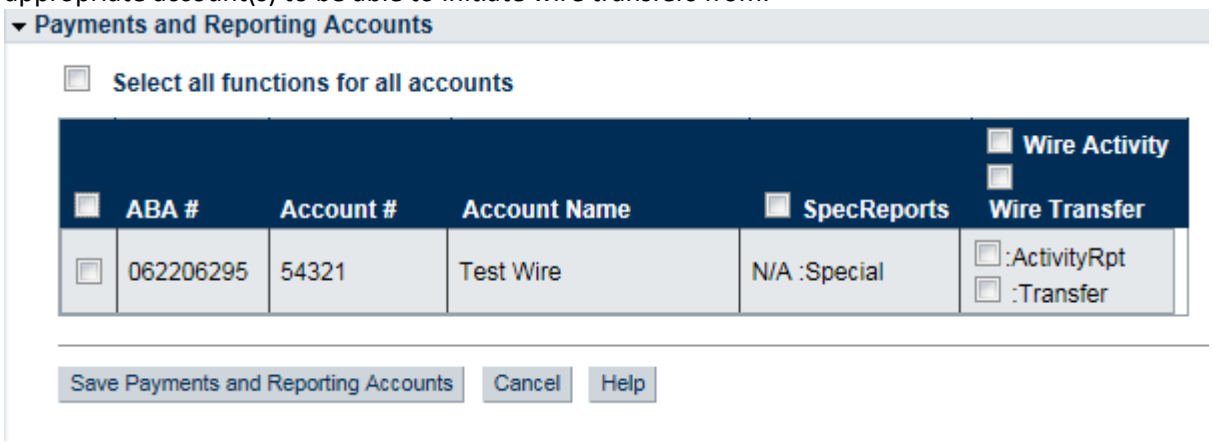
The wire tab allows you to assign the user access to specific wire types and assign the functionality and dollar limit for each of those types.



The Reporting Permissions tab allows you to assign the user access to any special reports your company has access to. These could be ACH NOC and ACH Return reports.



The final tab is the Payments and Reporting Accounts tab. This allows you to add the user to the appropriate account(s) to be able to initiate wire transfers from.



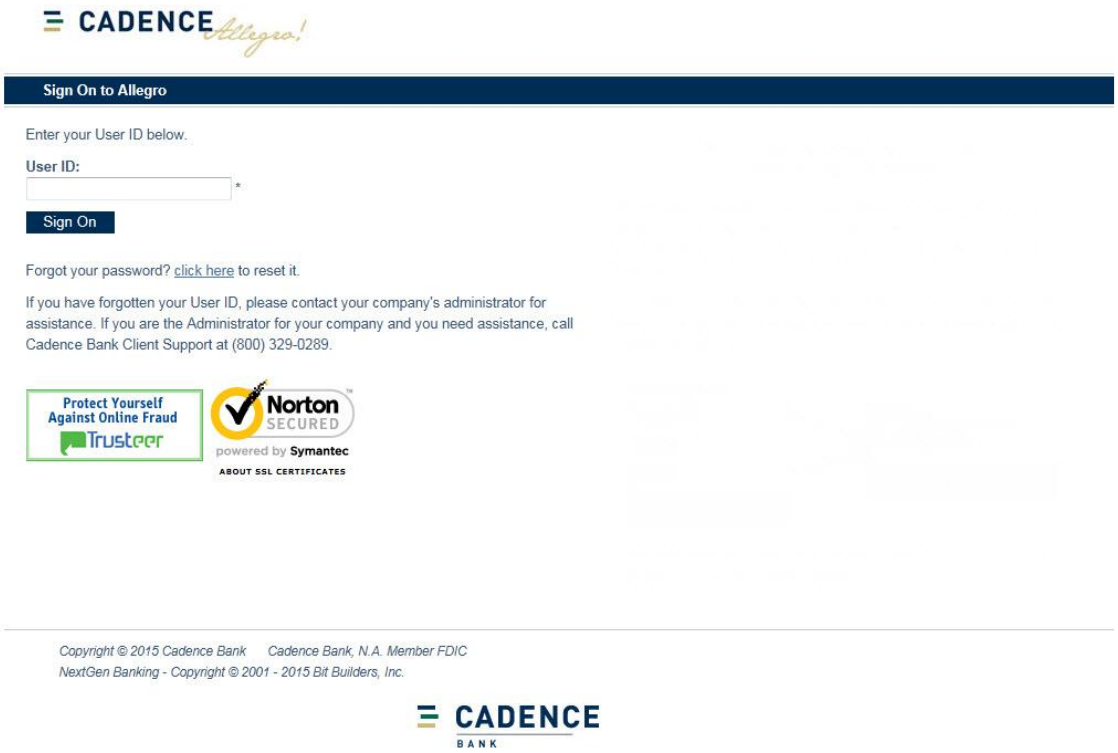
Information Reporting Quick Reference Guide

To access Allegro!, go to our website, https://cadencebank.com. On the left side of the screen, select 'More Options' within the Sign In box and click on 'Allegro'.

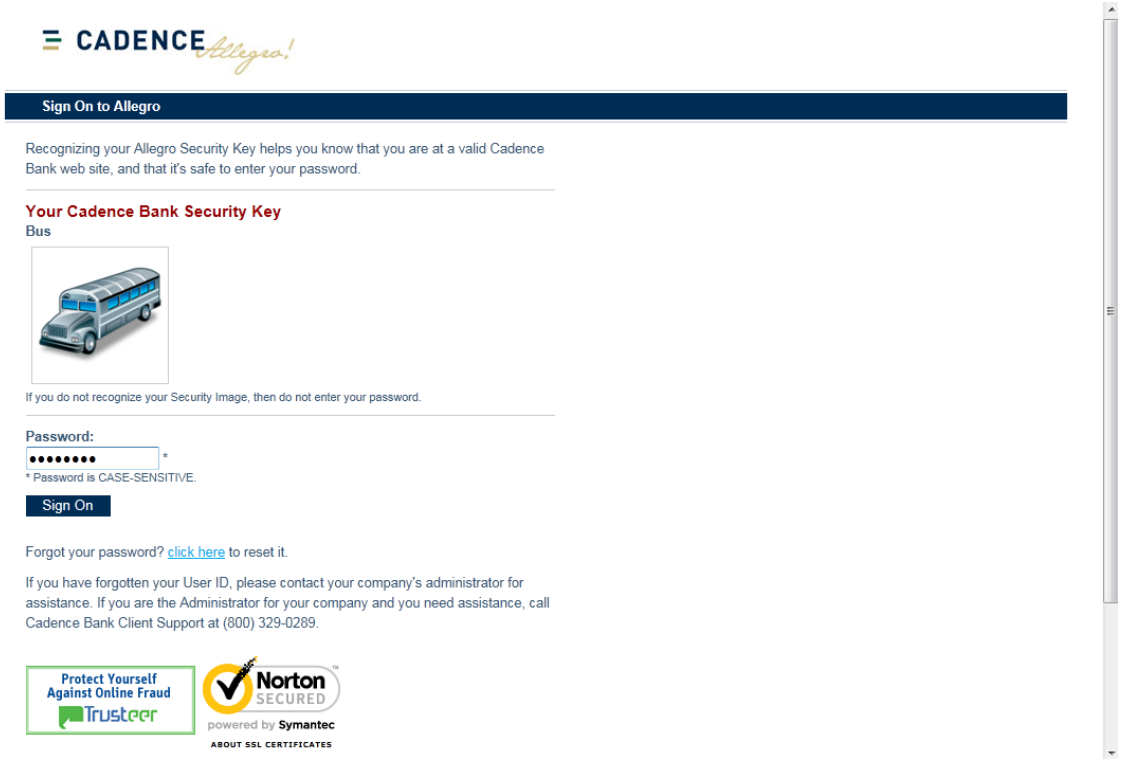
The login screen will display. Type in your User ID. Next a screen with your security image will display and if correct an area for your password.

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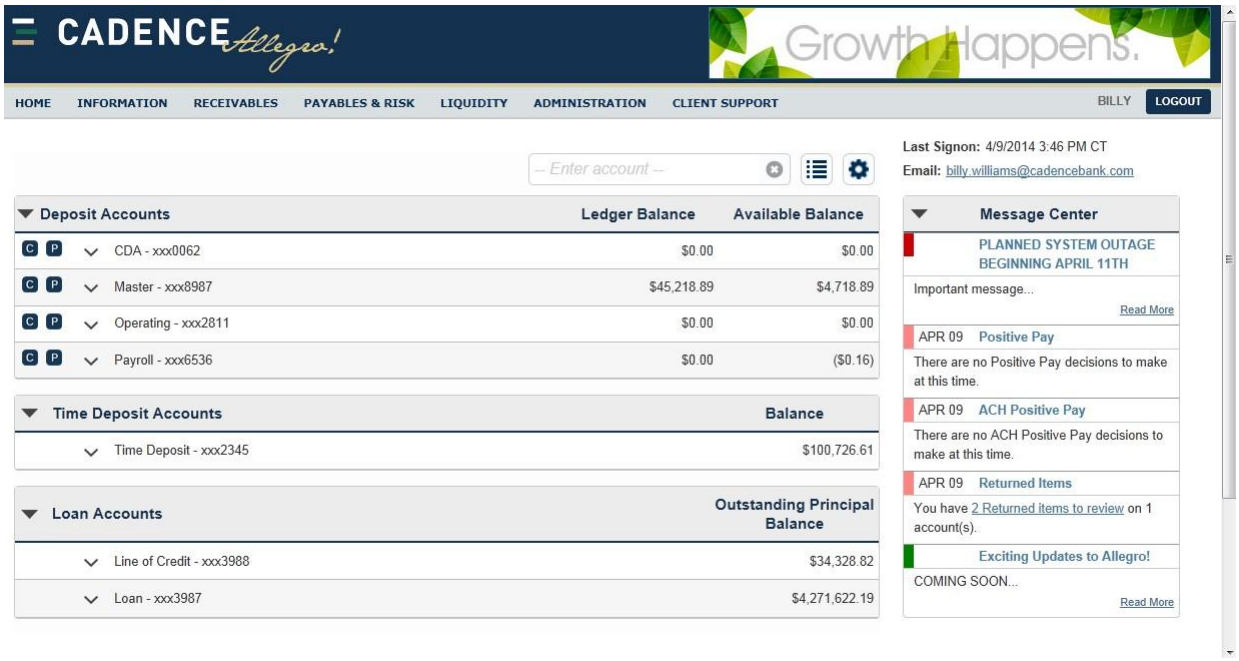
Login screen:



Password screen:



Landing Page:

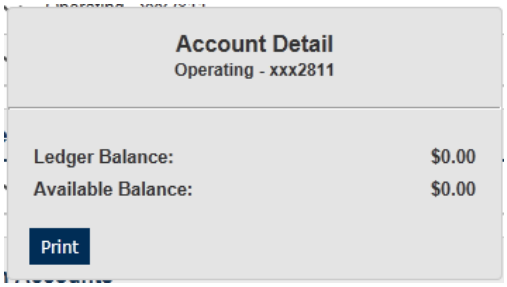


Account List:



- The current day icon beside the account name takes you to the Current Day Detail version of that account for all transactions: C
- The previous day icon beside the account name takes you to the Previous Day Detail version of that account for all transactions: P

- The account details icon displays additional details about an account where applicable. (i.e.: Interest rate, YTD Interest Paid, etc.):



- Clicking on the account number from the dashboard takes you to the basic account register and displays recent transactions which include pending and the previous 60 days (The account register contains 13 months of transactional history): Master - xxx8987

- When you select the reports icon at the top right of the account list you will be presented with the reports list:

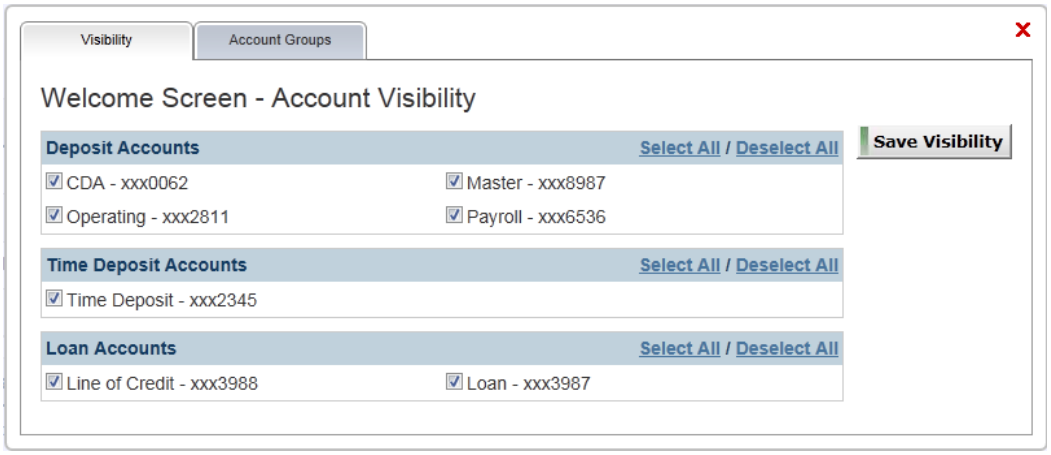


- The current day icon beside the report name takes you to the Current Day Detail version of that report for all accounts: C
- The previous day icon beside the report name takes you to the Previous Day Detail version of that report for all accounts: P
- The Add as Favorite icon adds a report into the top My Favorite Reports list:
- The Close Report icon closes the reports list:
- The Remove from Favorites icon removes a report from the My Favorite Reports list:
- The Delete Report icon deletes a custom report. (Only custom reports can be deleted):

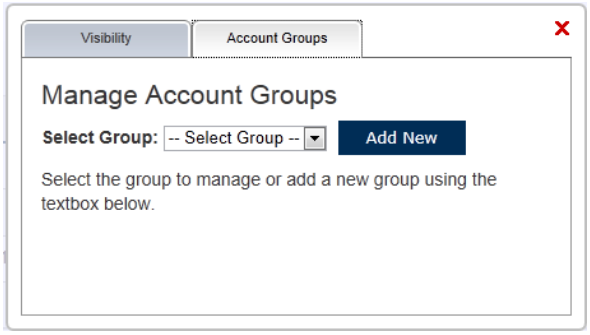


Landing Page Continued:

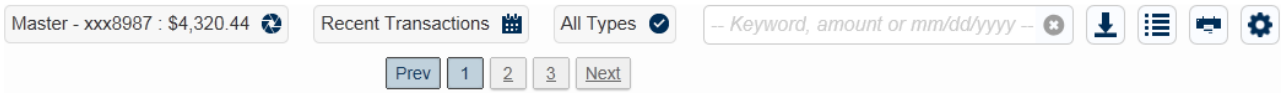
- Clicking the account setting icon allows you to make changes in account visibility or create account groups:
- The visibility tab for account settings allows you to hide or display accounts on your landing page:



- The account groups tab for account settings allows you to create account groups for use in reporting:

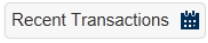


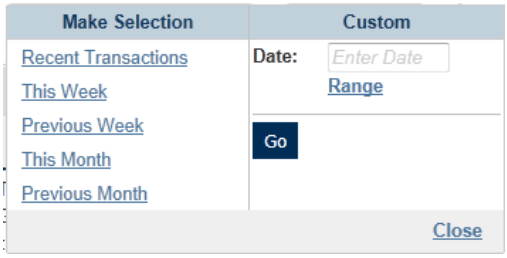
Register Screen:

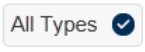


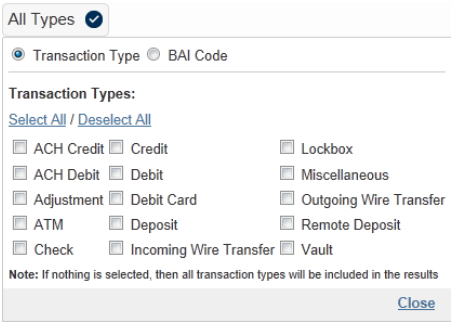
- The account selection icon lets you quickly change the account that you want as part of your results. Only a single account can be viewed at a time: 



- The date selection icon allows you to quickly change the date of your results: 



- The transaction type filter icon allows you to filter by categories: 



- The search box allows you to filter within your report results by searching transaction descriptions, check numbers, amounts, etc.: 

Register Screen Continued:

- The download icon allows you to download your results into several formats:



- The print icon allows a print of the results on the current screen:

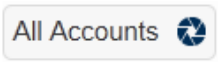
Report Results Screen:

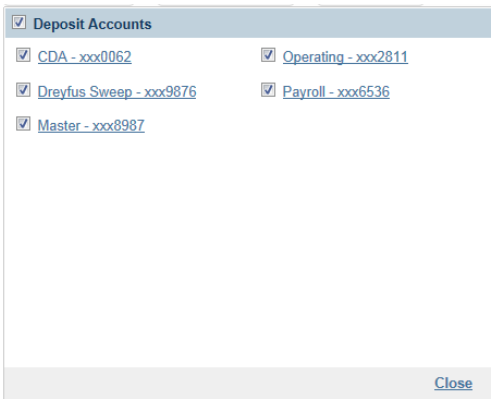
From the top of the report results landing page, you can quickly move around without leaving the system.

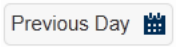


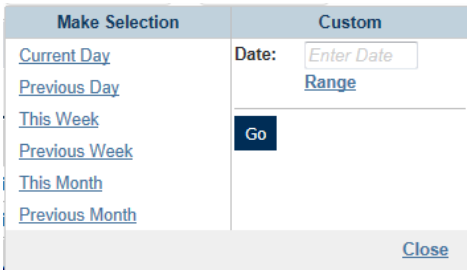
- The summary icon displays the summary version of your results: 

- The detail icon displays the detail version of your results: 

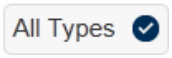
- The account selection icon lets you quickly change the account(s) that you want as part of your results: 

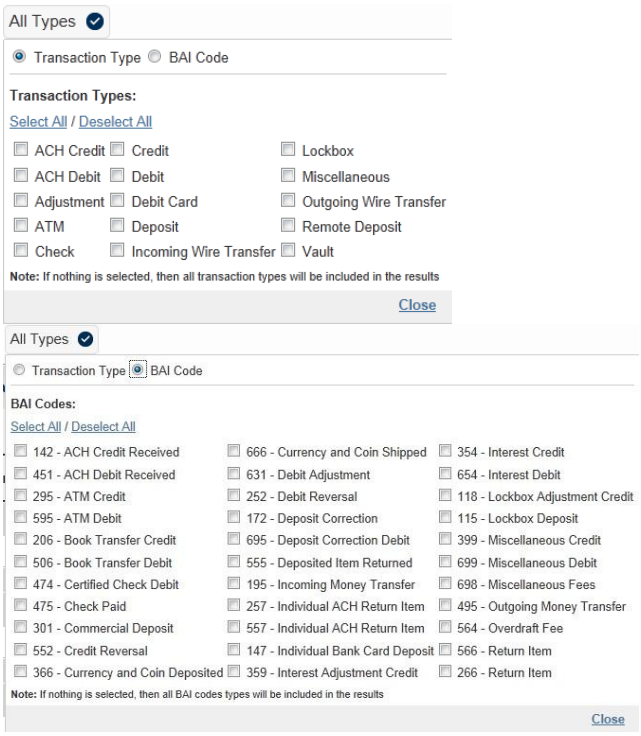


- The date selection icon allows you to quickly change the date of your results: 



Report Results Screen continued:

- The transaction type filter icon allows you to filter by categories or BAI codes: 



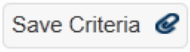
- The search box allows you to filter within your report results by searching transaction descriptions, check numbers, amounts, etc.: 

- The download icon allows you to download your results into several formats: 

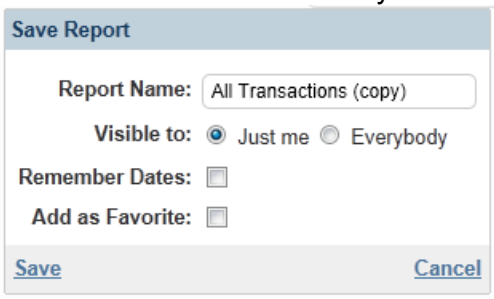


- The print icon allows a print of the results on the current screen: 

Report Results Screen continued:

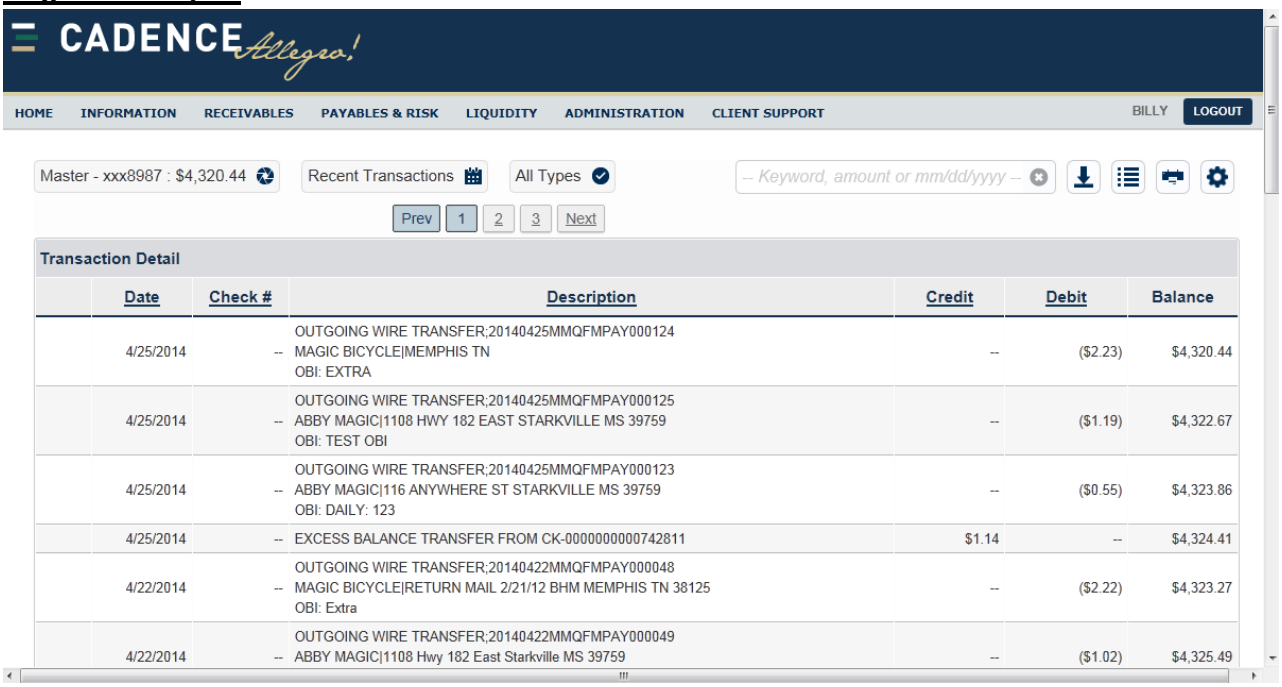
- The save report icon allows you to save your own report based on criteria you have selected: 

    - You can name the report to whatever you want.
    - You also have the choice to let the report just be for your user or every user in the company that has access to information reporting.
    - Remember Dates is useful if you are setting the report for last month, last week, etc.

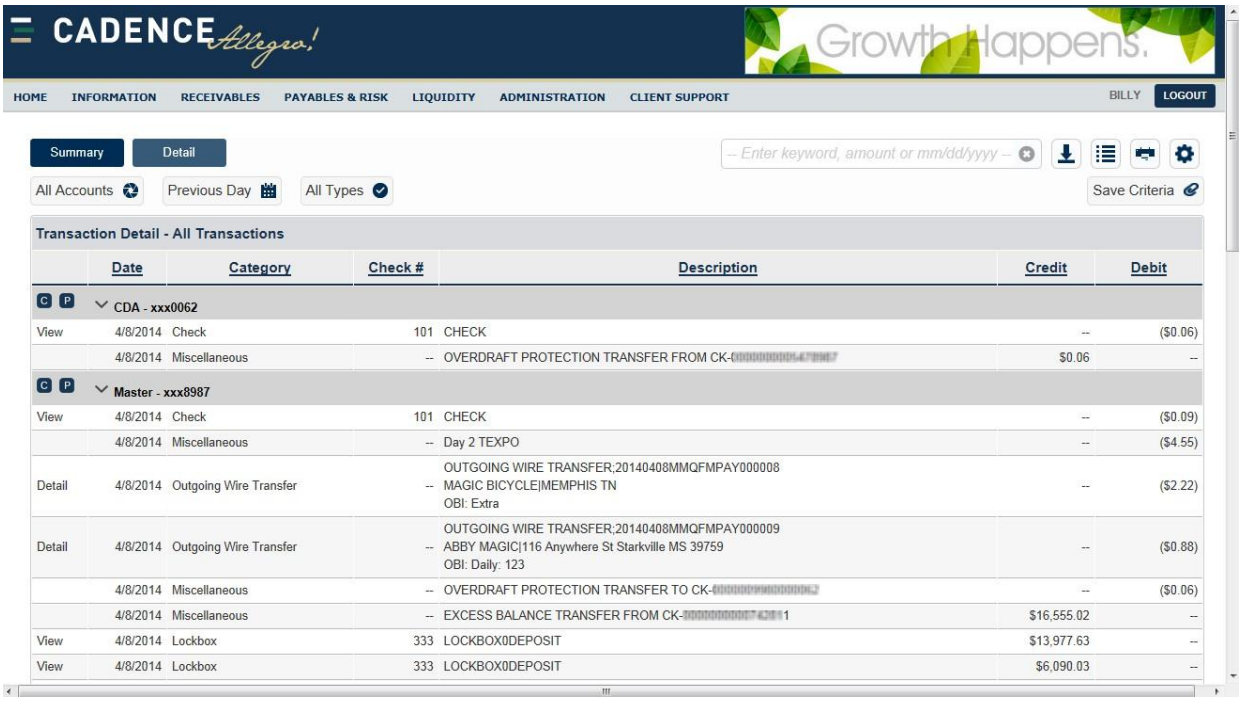


- The reporting section contains 13 months of transactions history for previous day and all pending transactions for current day

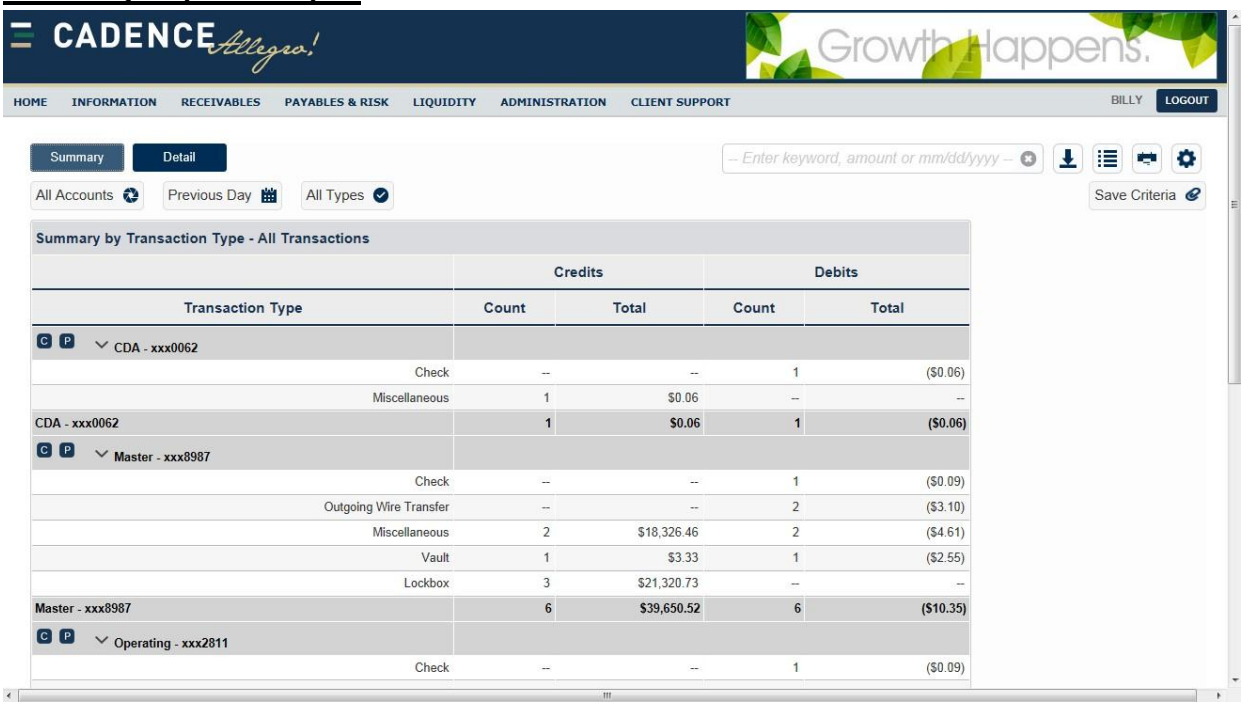
Register Sample:



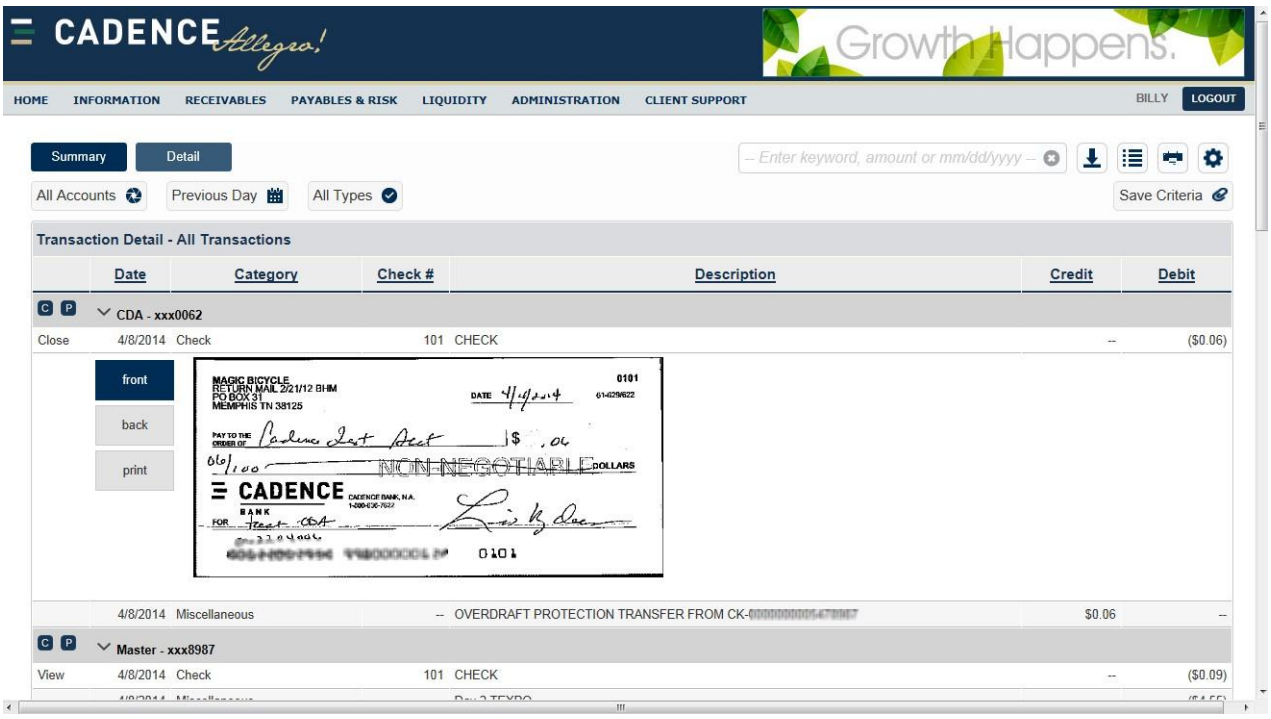
Detail Report Sample:



Summary Report Sample:



Check Image Sample:



CADENCE BANK

File Transfer & Reports

Quick Reference Guide

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Chapter 1 – Quick Reference to Allegro File Transfer and Reports and Image Delivery

1.1 Overview

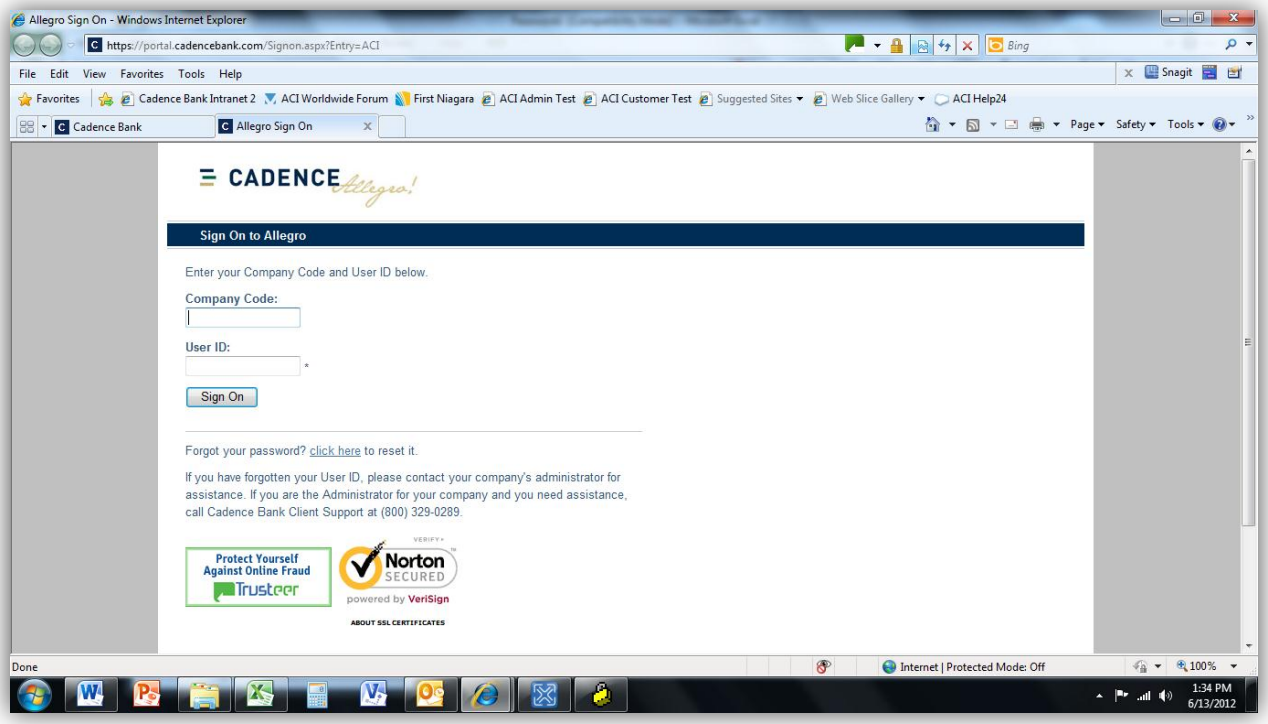
This document is designed to serve a quick reference of Allegro File Transfers and provides a high- level description for a quick start to using the functions.

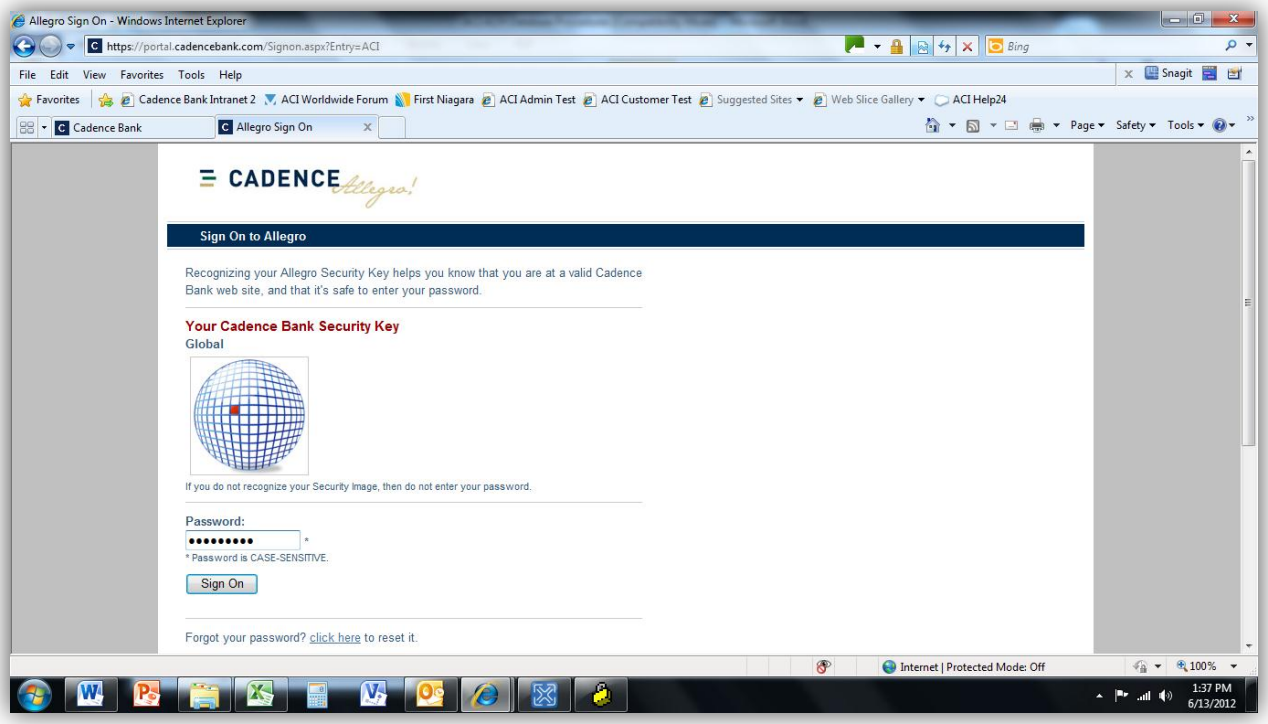
Chapter 2 – Allegro! Access

2.1 Allegro! Login

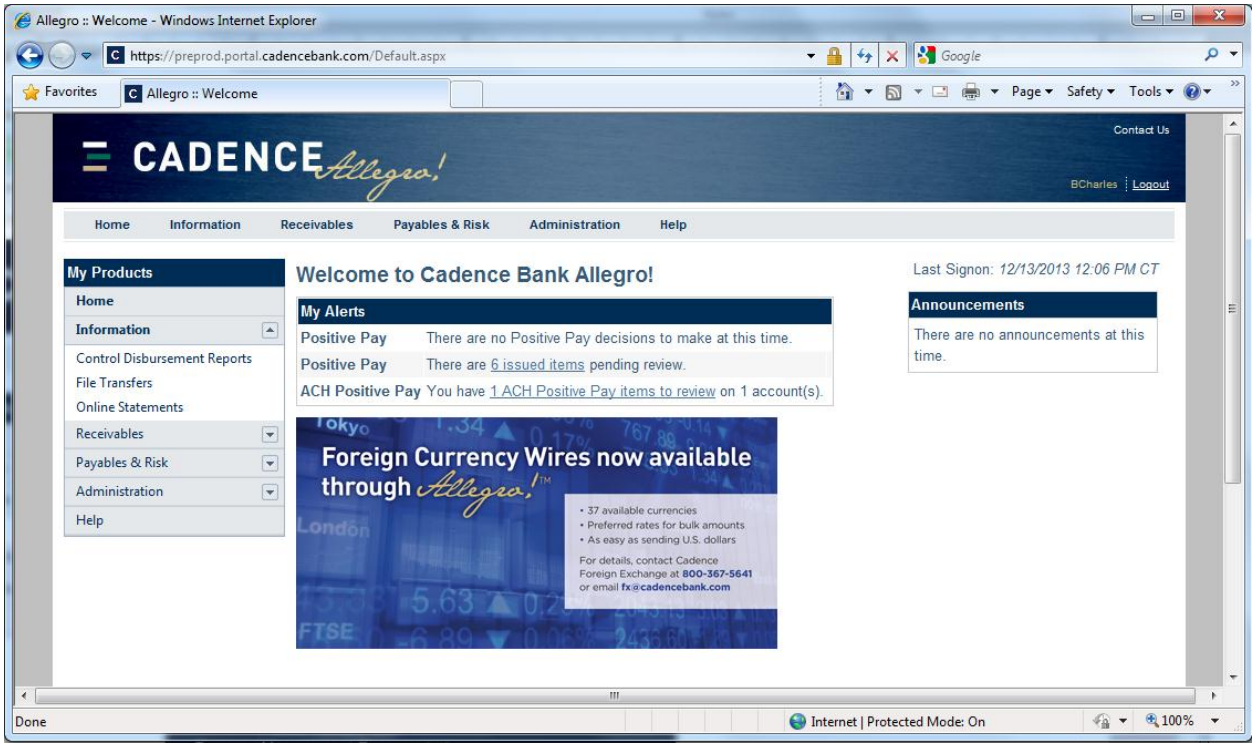
To access Cadence Bank's Treasury Management Online portal Allegro![sm], begin at the Cadence Bank homepage on the Internet, http://www.cadencebank.com. On the left side of the screen there is the Login Center, select "Allegro". The login screen will display. Type in your Company Code and User ID, these credentials were provided to you in the secure email. Next, a screen with your security image will display and an area for your password.

When you initially login, you will be prompted to select a Security Key and Security Text. You will also be prompted to choose and answer three challenge questions for the password reset feature. In the event you forget your password, you can click on the "click here" hyperlink adjacent to "Forgot your password" on the login screen. You will receive an email with a link back to Allegro where you will enter your Company Code and User ID, then answer one of your challenge questions. You will then be able to enter a new password (twice) and be requested to log back in. The password must be alphanumeric; must be between 6 and 15 characters in length, is case sensitive, contain no spaces, and cannot be the same as any of your previous 5 passwords. However, you must click on the "Forgot your password" hyperlink before the third attempt as you will be locked out of the system. The password is good for 60 days, after which time it will expire and you will again be prompted to enter a new one.





From your homepage, Services you are entitled to will appear within the Function drop down menus along the left side.

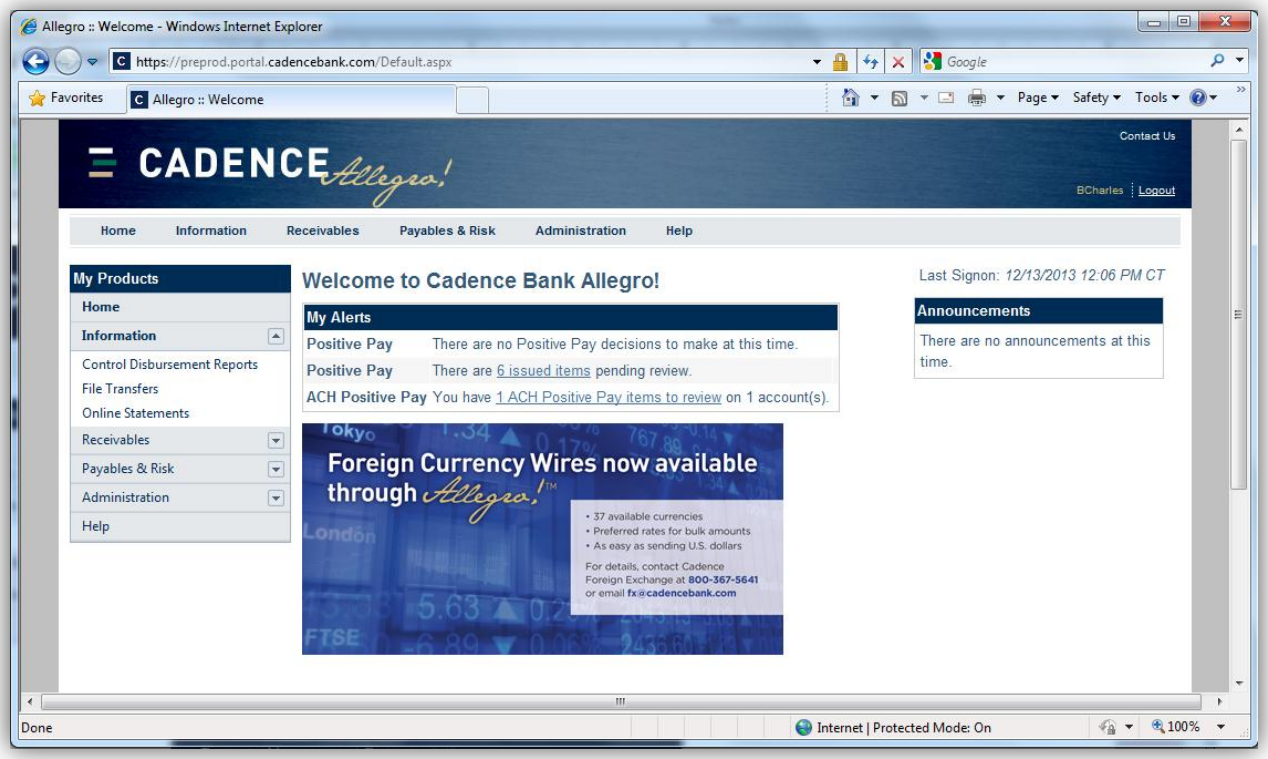


Chapter 3 – File Transfers Access

3.1 Allegro! File Transfers

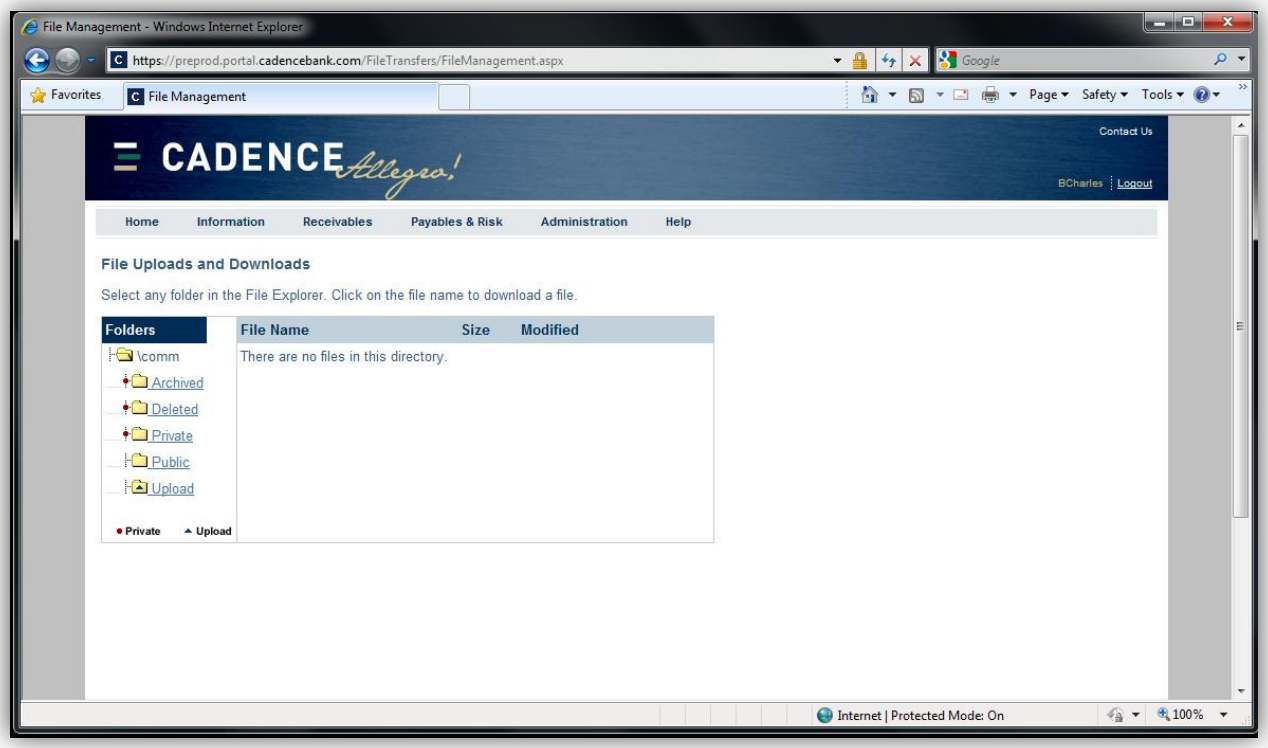
File Transfers provides a convenient way for your business to exchange files with Cadence Bank. File Transfers supports browsing folders and uploading and downloading files directly from within your web browser. Files may include but not limited to Lockbox Reports and Images of Lockbox transactions.

File Transfers link is found in the Information services group shown below. To use File Transfers, click on the File Transfers link shown below.



3.2 File Browser

The File Browser provides the ability to view, download, and upload files. As shown below, the File Browser resembles the familiar WindowsTM File Explorer. The left side of the File Browser displays the available folders (or directories). The right side of the File Browser is the window used to view the files in the selected folder. It shows information about each file in the folder, including the file name, the file size, and the date/time the file was last modified.



Browsing Folders

As shown above, the left side of the File Browser displays the Folders available to you within File Transfers. There are several types of folders within File Transfers:

- Root Company Folder - Your business will be assigned a root business folder when it is enrolled in File Transfers. This folder name will typically be the same as your business' company code, used when users of the business sign on to the application.
- Public Folders - Public folders can be viewed by any user that has been granted View Public Folder permission by the bank or their business administrator.
- Private Folders - Private folders can be viewed by any user that has been granted View Private Folder permission by the bank or their business administrator. Private folders are designated by a folder graphic next to them.
- Upload Folders - Upload folders can be viewed by any user that has been granted Upload Files permission by the bank or their business administrator. Upload folders are designated by a folder graphic next to them.

You select a folder by clicking on the folder name or the adjacent folder graphic. Once selected, the folder's contents (if any) are displayed in the right side of the File Browser. The folder graphic to the left of the selected folder changes to an open folder to indicate the selected folder. The selected folder's name is also highlighted.

You may not see all of the folders available to your company. The specific folders that you see will depend on the permissions you have been assigned.

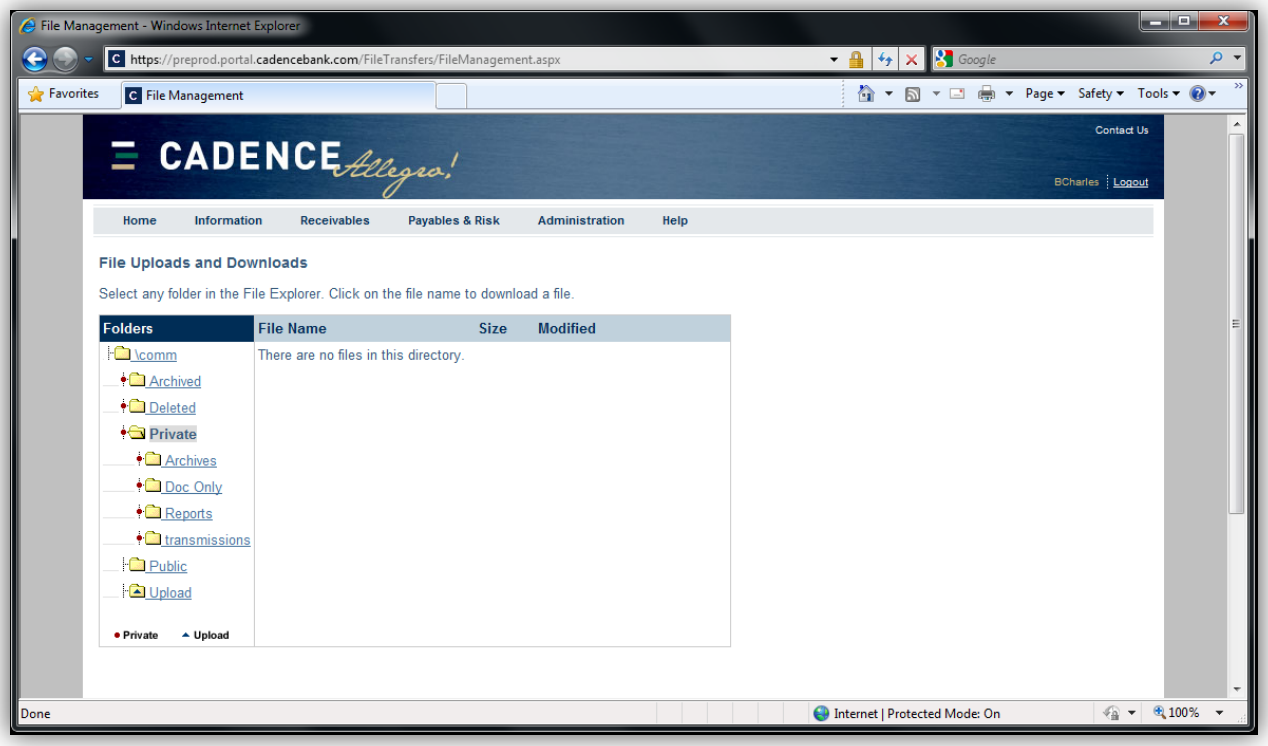
Viewing Files in a Folder
Once you select a folder, its contents are displayed in the right pane of the File Browser. If there are no files in the selected folder, a message will be displayed to that effect. The information displayed for each file in the folder includes:

- File Name - this will be in the form of a hyperlink if you have Download Files permission;
- Size (in Kilobytes);
- Modified - The date/time the file was last modified;

3.3 Lockbox Reports, Data Files, and Image Files

Cadence Bank may deliver Lockbox reports, data files and/or image files to you through File Transfers; your Treasury Management Officer will explain to you if this method of delivery is to be used for your company's Lockbox setup.

Lockbox information will be found in the private folder shown below.



Within the private folder are the following folders and the contents within each folder described below.

- Archives – this folder warehouses files in ZIP format
- Doc Only – this folder contains PDF formatted files of lockbox transaction images for each processing date
- Reports – this folder contains PDF formatted files of lockbox summary and/or summary and detail reports for each processing date
- Transmissions – this folder contains data files in your company defined format for each processing date

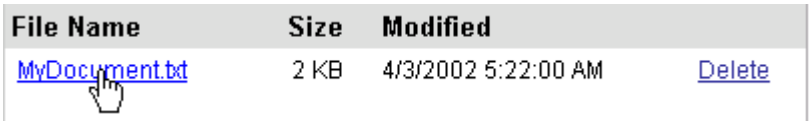
Files within each folder can be seen in the File Name list by placing the cursor over the folder name and clicking once. The files in the opened folder will appear in the File Name List in the window pane to the right of the folder tree.

Files from each of the folders described above may be saved to a local drive by opening the folder, placing the cursor on the file name, right click and select Save Target As from the options displayed. Select the target location on the local drive and click Save.

PDF files may be viewed through the browser by double clicking on the file name.

3.4 Downloading Files

If you have been assigned "Download Files" permission, then you will be able to download files within the folders visible to you. Downloading files is easy. Once you navigate to the File Browser, choose a folder to display the files stored in that folder. Click on the hyperlink displayed as the File Name for the file you want to download to begin the download process.

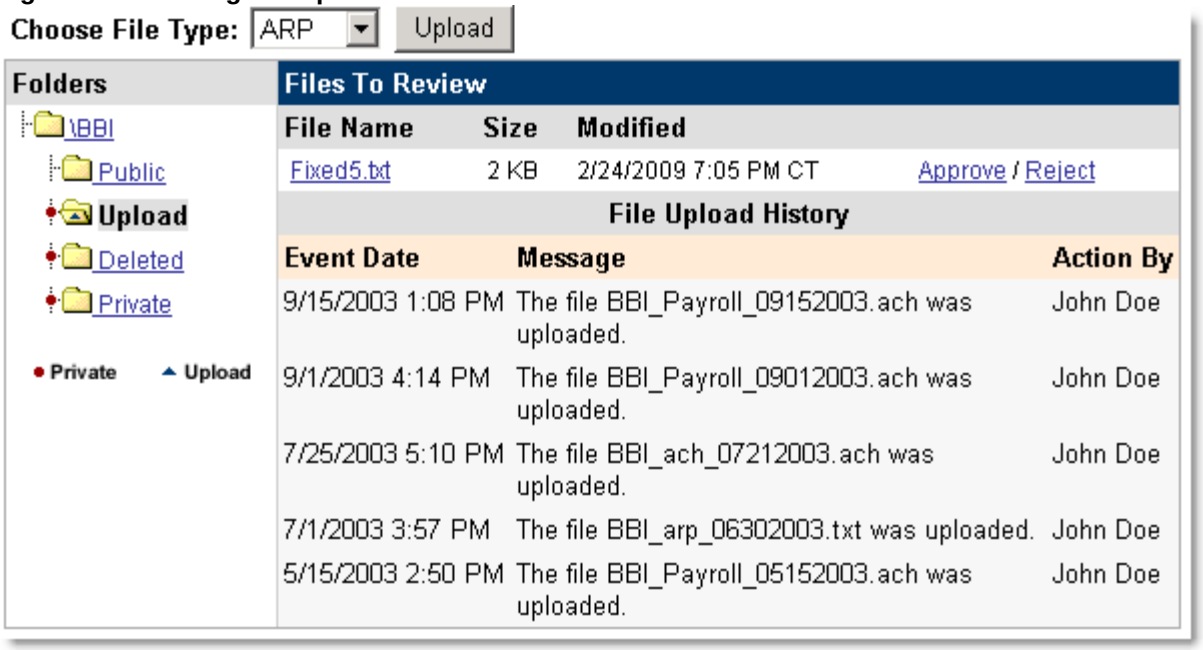


3.5 Uploading Files

If you have been granted "Upload File" permission, File Transfers also allows you to upload files to the bank's servers. You can use this feature to upload files to the bank in situations in which the bank performs some type of processing on your file through a prearranged service. To begin the upload process, click on the "Upload" folder in the File Browser folder pane.

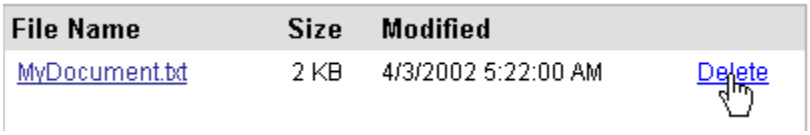
Once the Upload folder is selected, you will see that the right hand pane of the File Browser shows audit information about the last few previously uploaded files. This is in place of the typical list of files displayed for the selected folder.

Figure 1 - Selecting the Upload Folder



3.6 Deleting Files

If you have been assigned the "Delete Files" permission, then you will also see a "Delete" link to the right of each file.



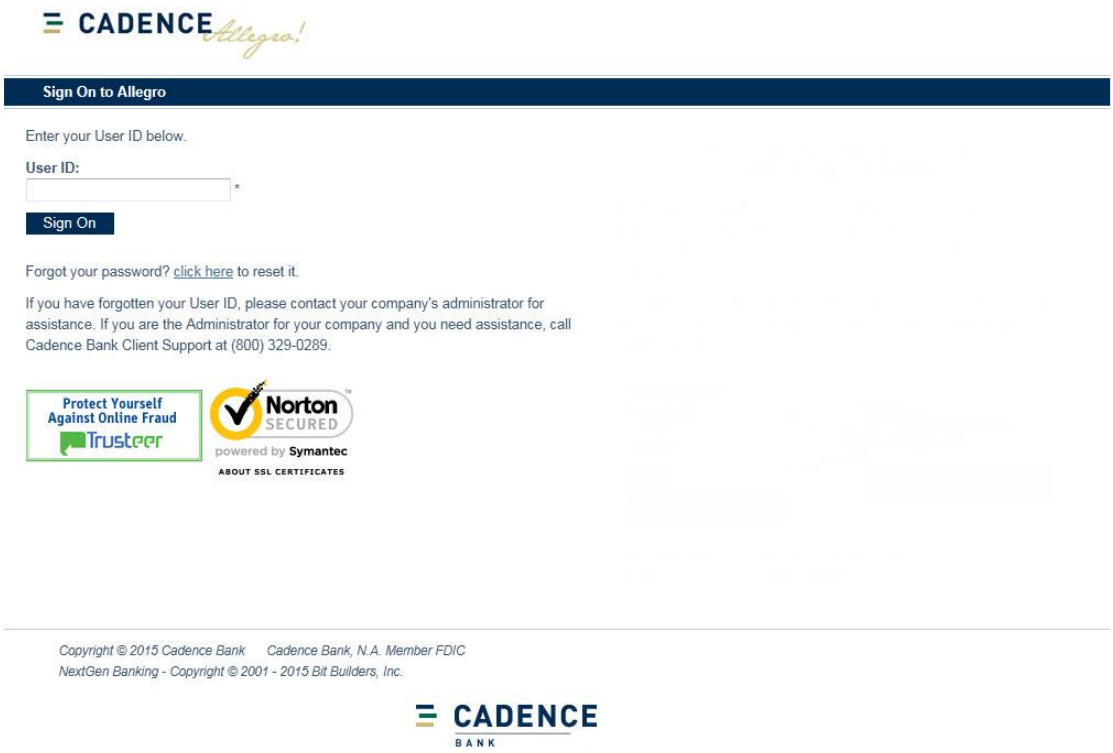
Information Reporting Quick Reference Guide

To access Allegro!, go to our website, https://cadencebank.com. On the left side of the screen, select 'More Options' within the Sign In box and click on 'Allegro'.

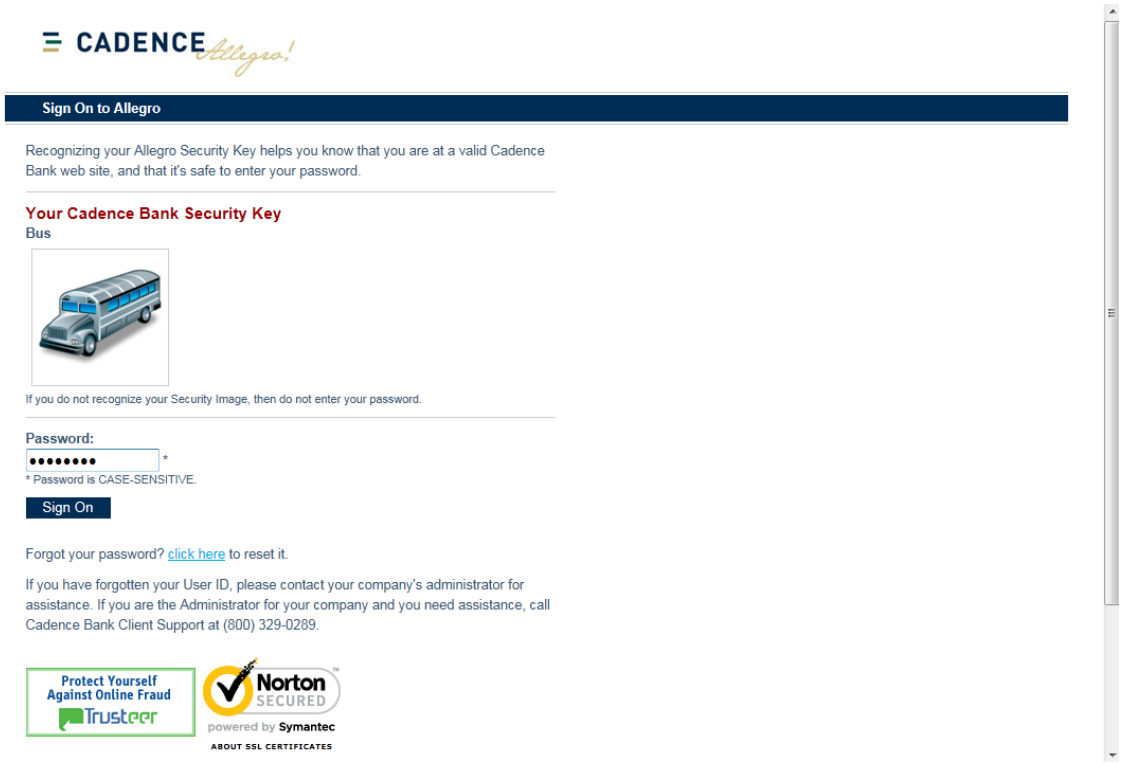
The login screen will display. Type in your User ID. Next a screen with your security image will display and if correct an area for your password.

When you initially login, you will be prompted to select a Security Key and Security Text. You will also be prompted to choose and answer three challenge questions for the password reset feature. In the event you forget your password, you can click on the "Forgot Password" hyperlink on the login screen. You will receive an email with a link back to Allegro where you will enter your User ID, then answer one of your challenge questions. You will then be able to enter a new password (twice) and be requested to log back in. The password must be alphanumeric; a minimum of 5 characters in length and is case sensitive. However, you must click on the hyperlink before the third attempt as you will be locked out of the system. The password is good for 80 days, after which time it will expire and you will again be prompted to enter a new one.

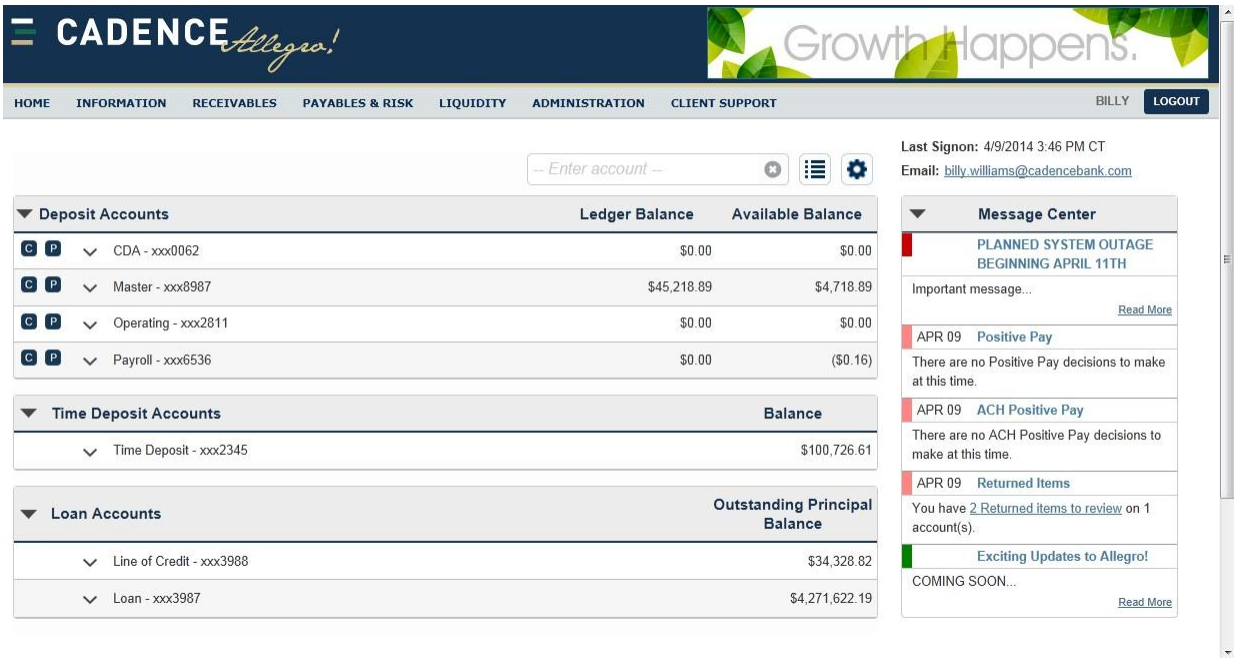
Login screen:



Password screen:



From your homepage, Services you are entitled to will appear within the Function drop down menus along the top.



When you select the reports icon  at the top right of the account list you will be presented with the reports list.

The current day icon C beside the report name takes you to the Current Day Detail version of that report for all accounts

The previous day icon P beside the report name takes you to the Previous Day Detail version of that report for all accounts



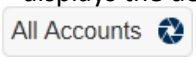
From the top of the report results landing page, you can quickly move around without leaving the system.



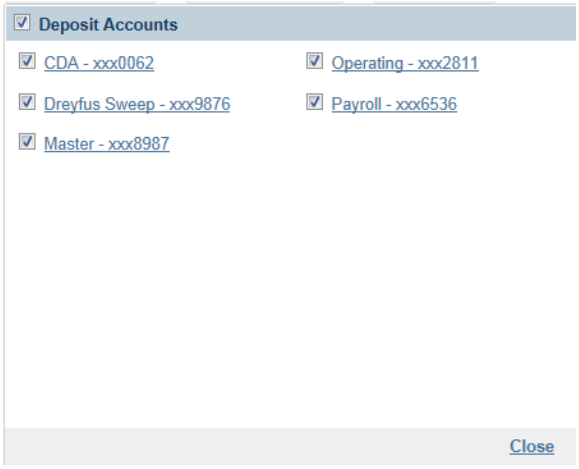
The summary icon 

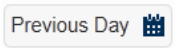
displays the summary version of your results. The detail icon 

displays the detail version of your results.

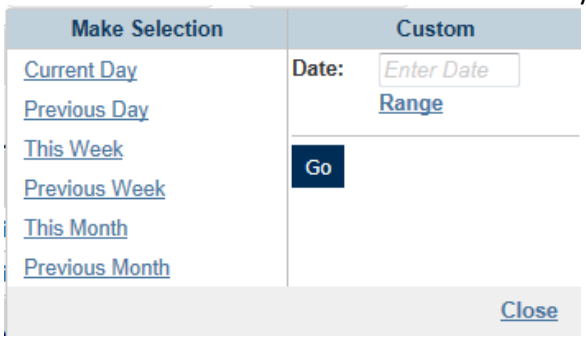
The account selection icon 

lets you quickly change the accounts you want as part of your results:

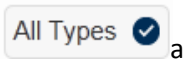


The date selection icon 

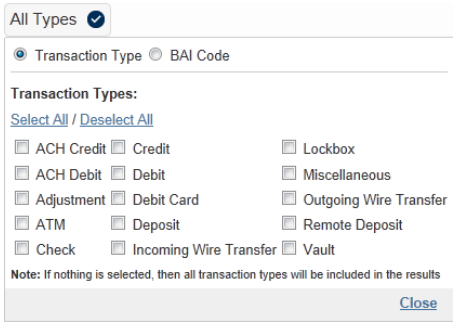
allows you to quickly change the date of your results:

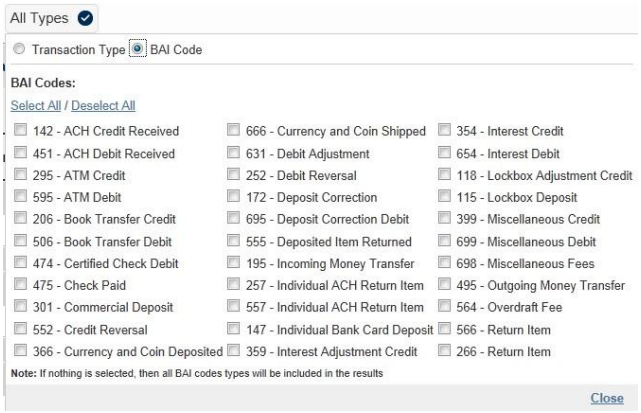


Account history exists for 13 months.

The transaction type filter icon 

allows you to quickly filter by specific transaction categories or BAI codes:





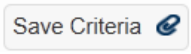
The search box 

allows you to filter within your report results by searching transaction descriptions, check numbers, amounts, etc.

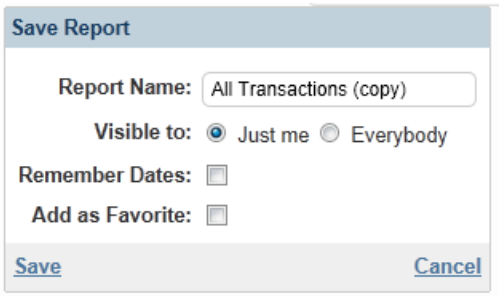
The download icon  allows you to download your results into several formats:



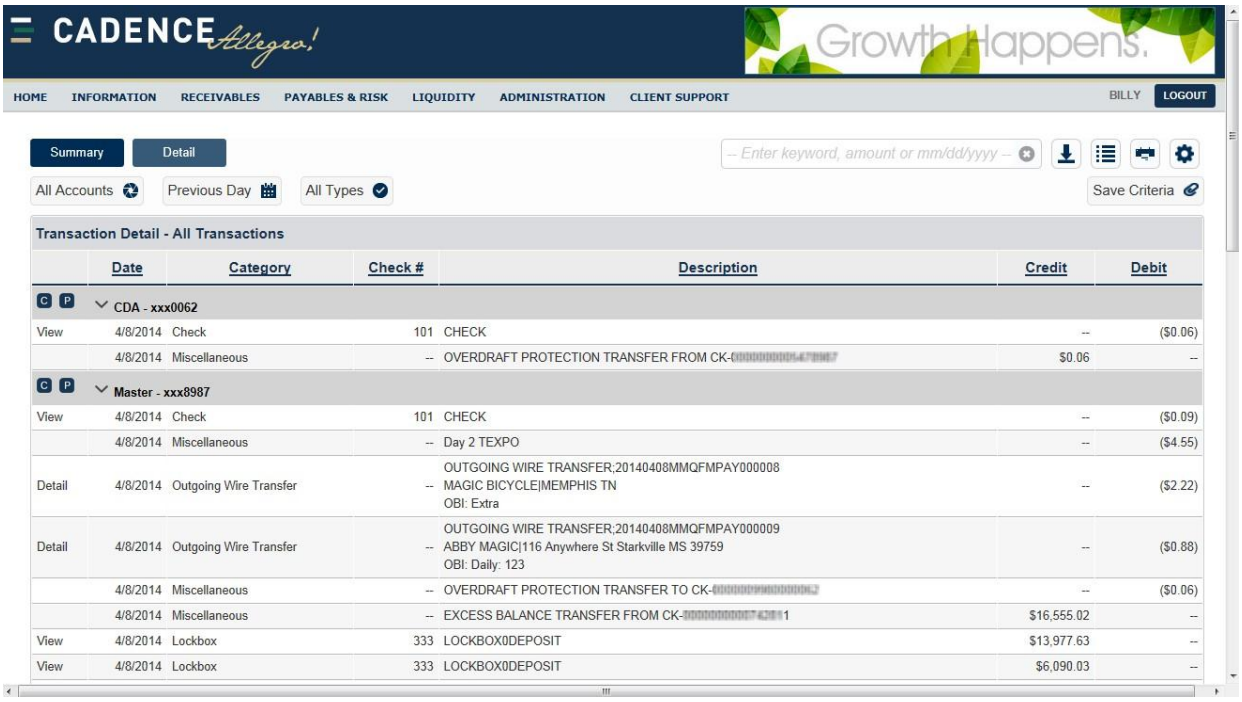
The print icon  allows a print of the results on the current screen.

The save report icon 

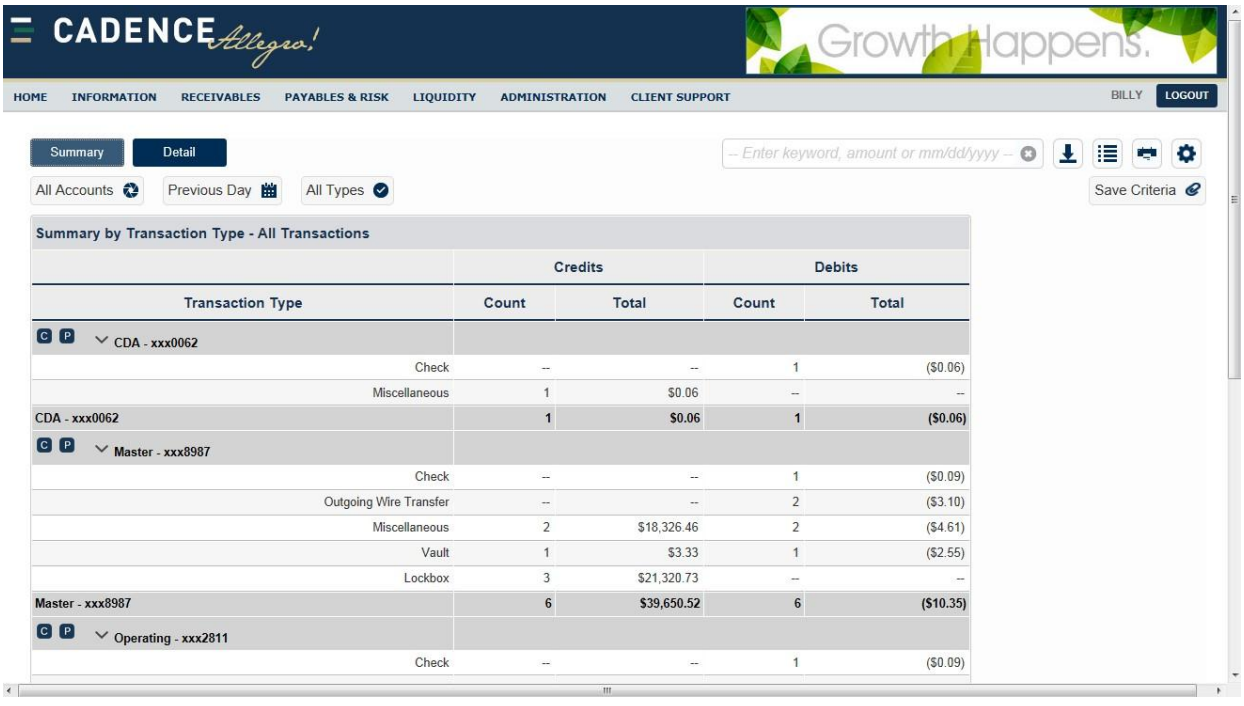
allows you to save your own report based on criteria you have selected. You can name the report to whatever you want. You also have the choice to let the report just be for your user or every user in the company that has access to information reporting. Remember Dates is useful if you are setting the report for last month, last week, etc.



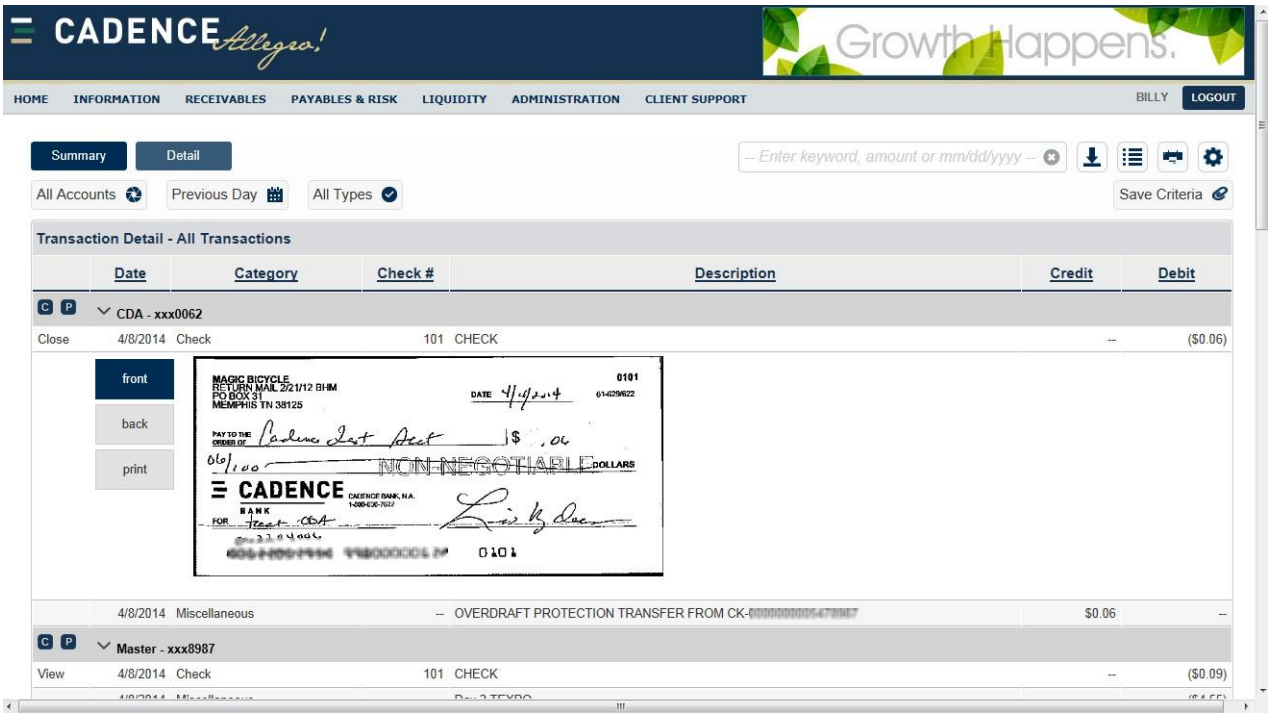
Below is a sample of a Previous Day Detail report for All Transactions



Below is a sample of a Previous Day Summary report for All Transactions



Check and Deposit Ticket images may be viewed by clicking View to the left of the transaction detail.

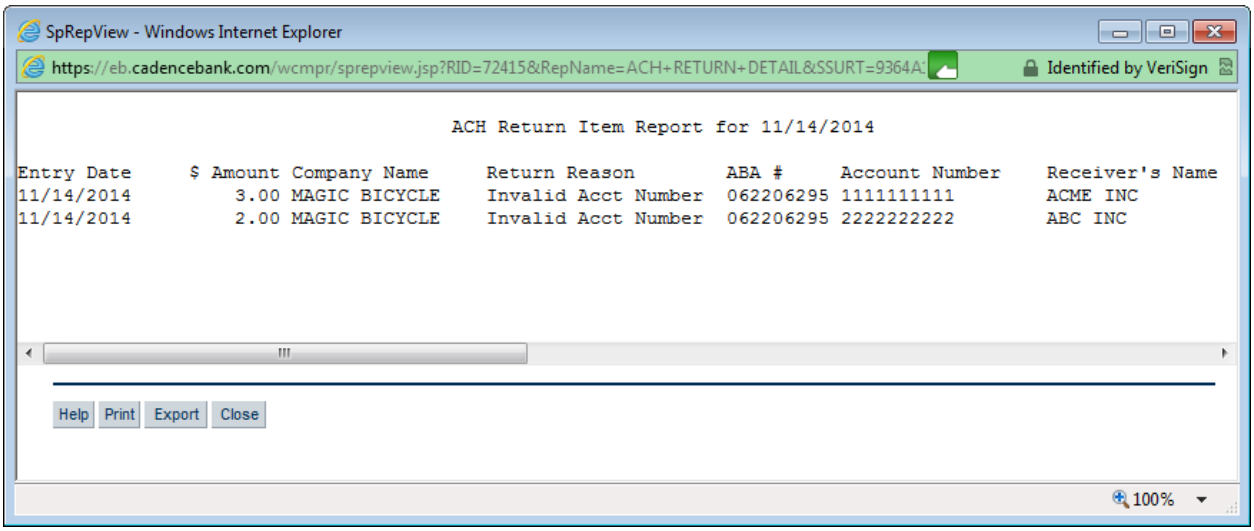


If you are entitled to Special Reports, access them from within the Information menu. Once on the report selection screen, select the Date/Time for the specific report you want to view and then click the Report Name hyperlink.

Special Reports Selection

Report Name	Report Description	Account	Date/Time
ACH NOC DETAIL	ACH Notifications Report		
ACH RETURN DETAIL	ACH Return Items Report		11/14/2014 03:06 PM

The report then opens in a second screen.



CADENCE BANK

Outsourced Disbursement
Quick Reference Guide

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Chapter 1 – Quick Reference to Allegro!™ Outsourced Disbursement

1.1 Overview

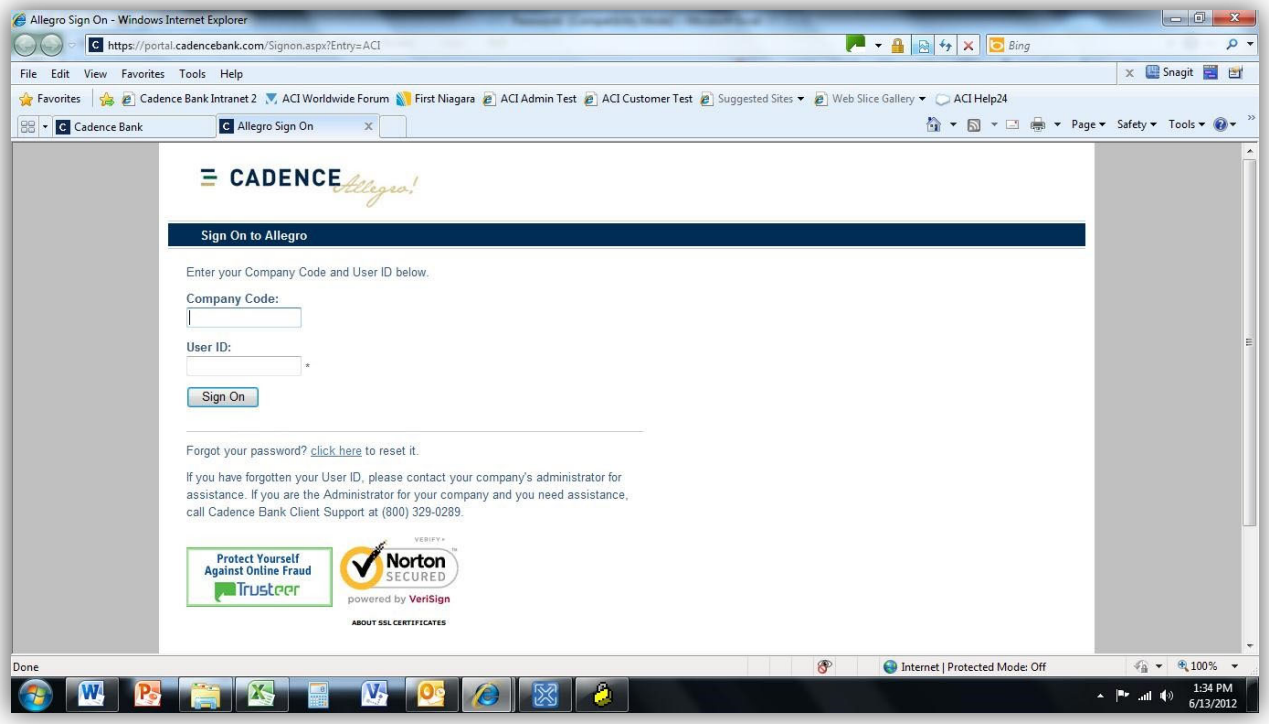
This document is designed to serve as a quick reference of Allegro Outsourced Disbursement and provides a high- level description for a quick start to using the functions.

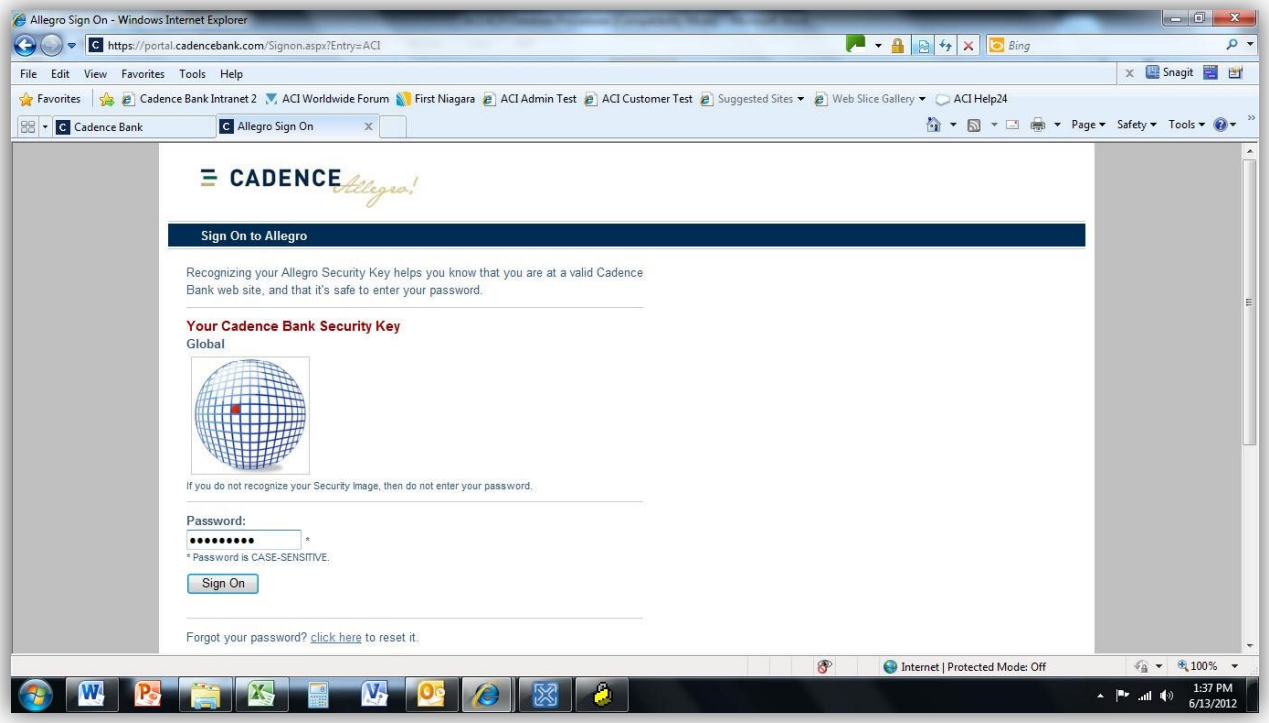
Chapter 2 – Allegro Access

2.1 Allegro Login

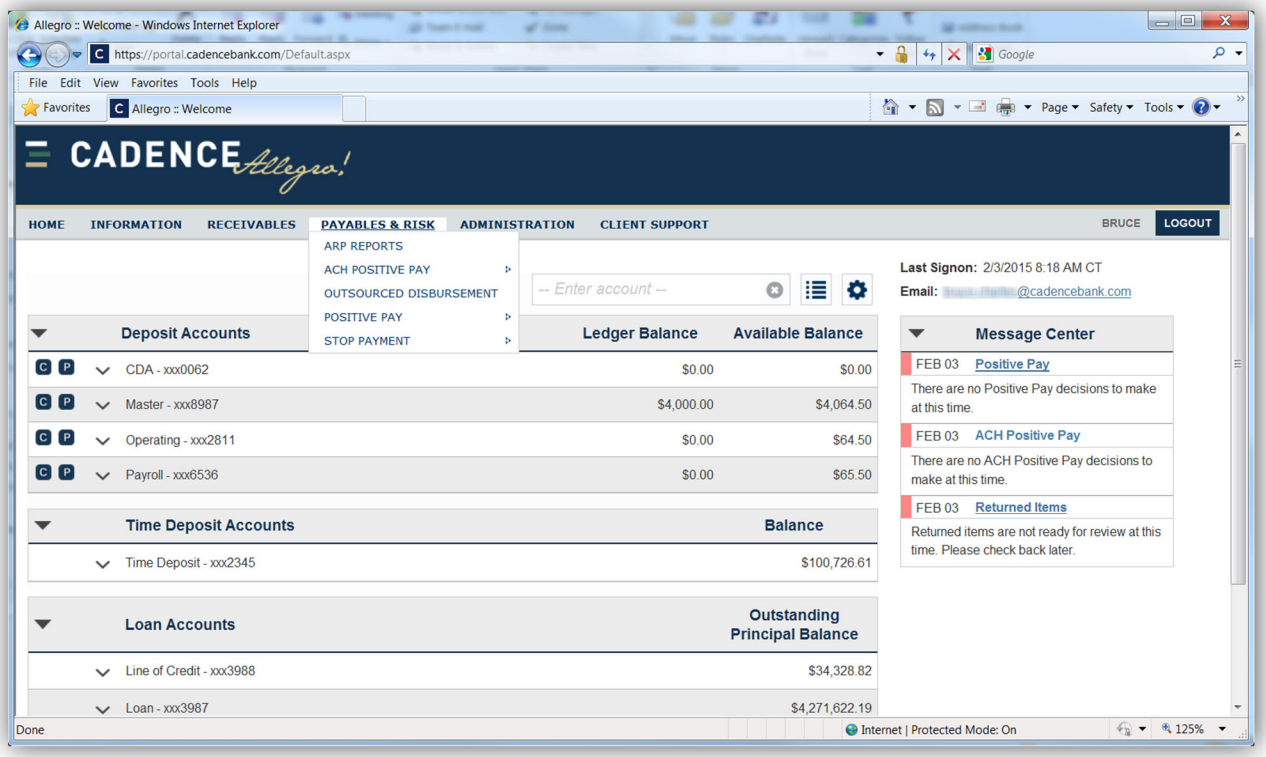
To access Cadence Bank's Treasury Management Online portal Allegro, begin at the Cadence Bank homepage on the Internet, http://www.cadencebank.com. On the right side of the screen there is the Login Center. Type in your User Name and Password. These credentials were provided to you in a secure email.

When you initially login, you will be prompted to select a Security Key and Security Text. You will also be prompted to choose and answer three challenge questions for the password reset feature. In the event you forget your password, you can click on the "click here" hyperlink adjacent to "Forgot your password" on the login screen. You will receive an email with a link back to Allegro where you will enter your User ID, then answer one of your challenge questions. You will then be able to enter a new password (twice) and be requested to log back in. The password must contain at least 1 upper case letter, 1 lower case letter, 1 number and 1 special character and must be between 8 and 25 characters in length, is case sensitive, contain no spaces, and cannot be the same as any of your previous 5 passwords. However, you must click on the "Forgot your password" hyperlink before the third attempt as you will be locked out of the system. The password is good for 60 days, after which time it will expire and you will again be prompted to enter a new one.





From your homepage, Services you are entitled to will appear within the Function drop down menus; as shown below. To launch, click on Outsourced Disbursement.



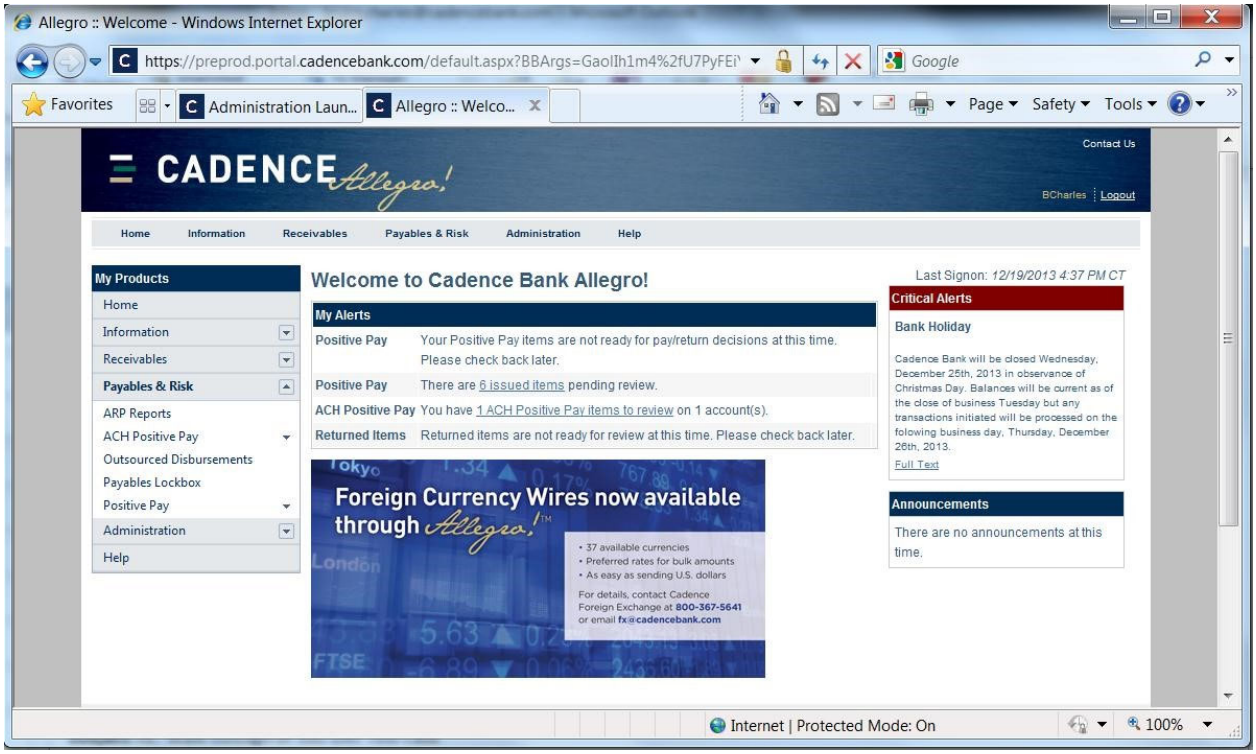
Chapter 3 – Outsourced Disbursement Access

3.1 Allegro Outsourced Disbursement

Outsourced Disbursement provides an online portal to the disbursement initiation activity you submitted for Check, ACH, and/or Virtual Card disbursements with Cadence Bank. The following information describes the information available on the online portal.

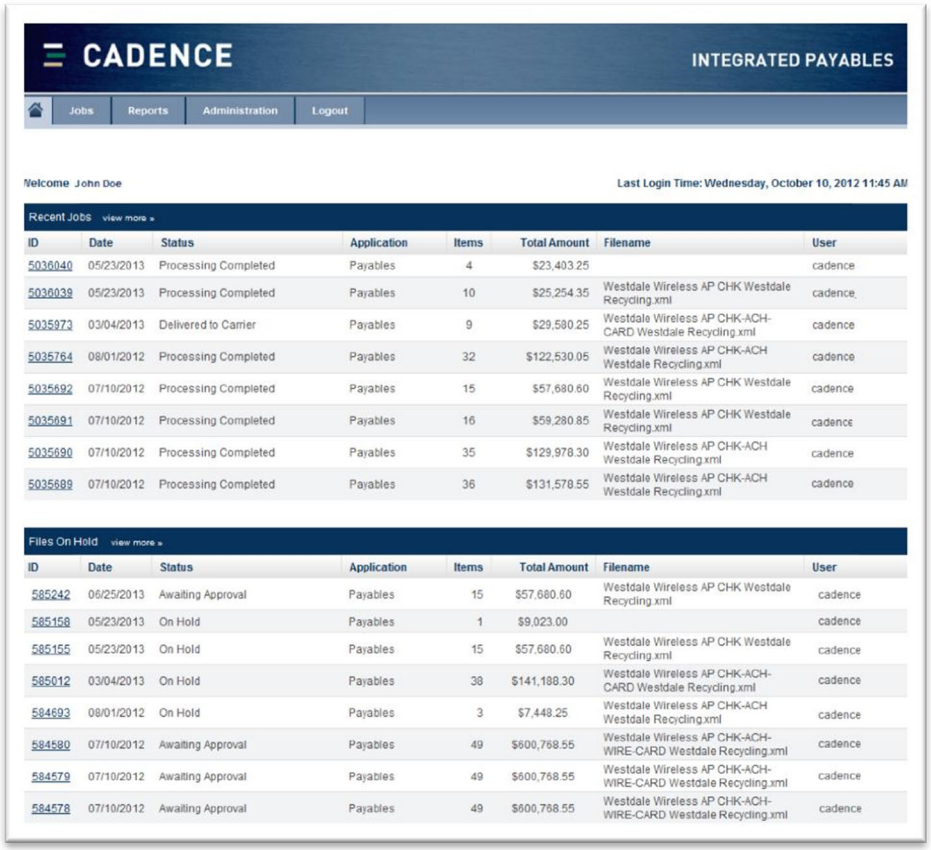
Outsourced Disbursement link is found in the Payables & Risk services group shown below. To use Outsourced Disbursement, click on the Outsource Disbursement link shown under Payables.

3.1.1 Allegro Home Page



After clicking on the Outsourced Disbursement link, the following screen will display in a new window:

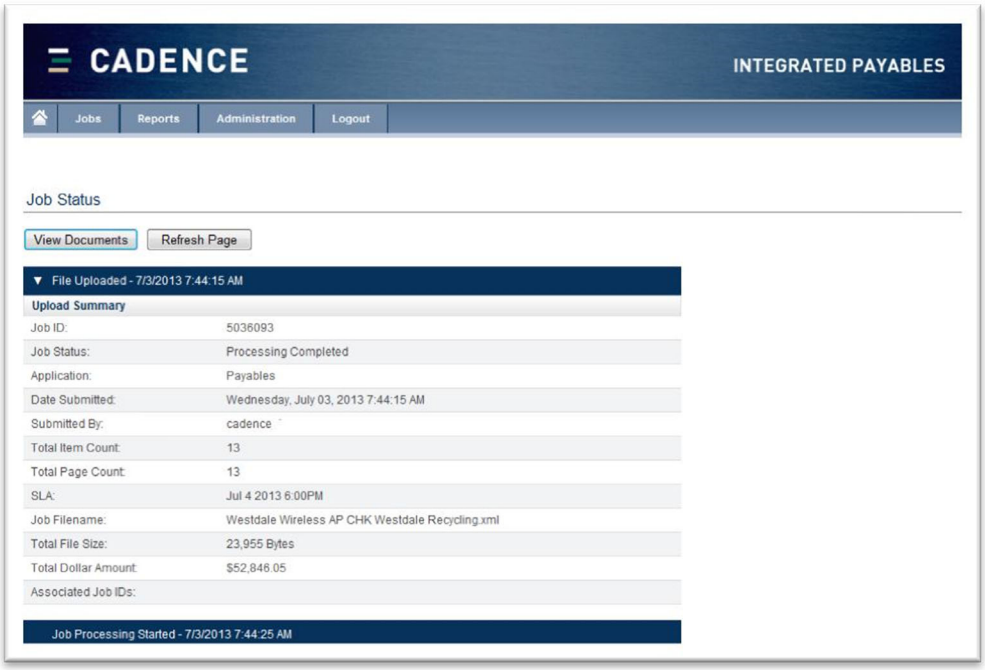
3.1.2 Outsourced Disbursement Home Page



The Home Page details the eight most recent files that have been submitted for processing, and the eight most recent files placed on Hold; if any.

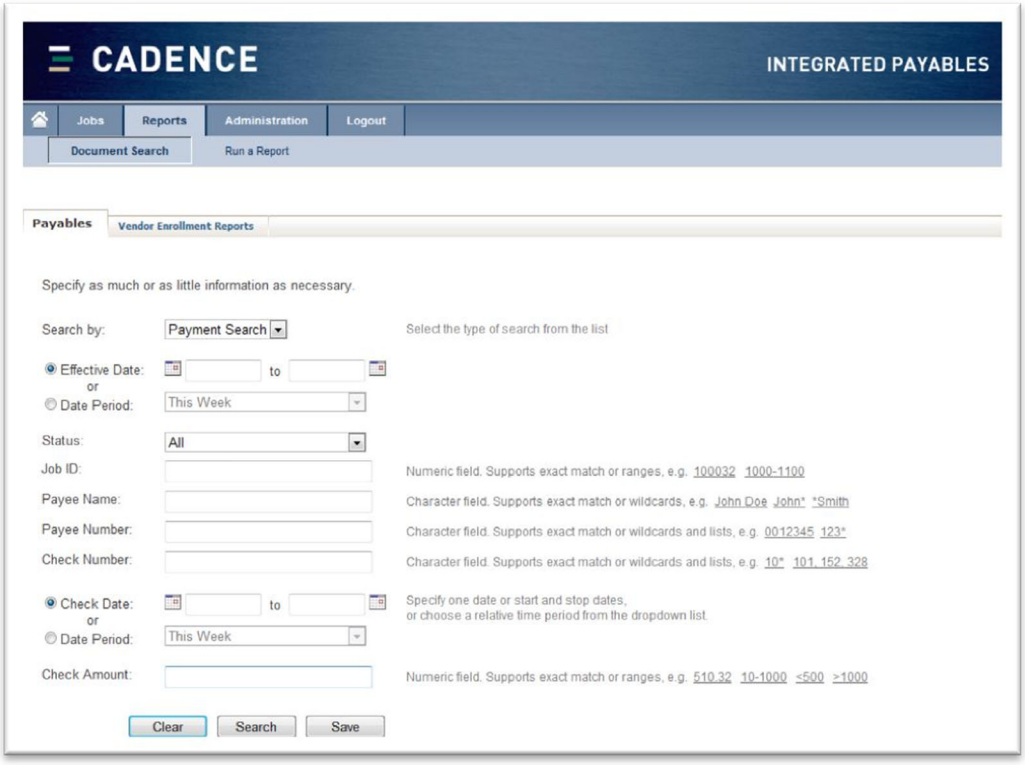
You can inquire on the status of particular payment files/jobs. From the Home or Jobs tab/View Job tab, click the Job ID and the following screen will display:

3.1.3 Outsourced Disbursement Job Status


CADENCE
INTEGRATED PAYABLES
Jobs
Reports
Administration
Logout
Job Status
View Documents
Refresh Page
▼ File Uploaded - 7/3/2013 7:44:15 AM
Upload Summary
Job ID: 5036093
Job Status: Processing Completed
Application: Payables
Date Submitted: Wednesday, July 03, 2013 7:44:15 AM
Submitted By: cadence
Total Item Count: 13
Total Page Count: 13
SLA: Jul 4 2013 6:00PM
Job Filename: Westdale Wireless AP CHK Westdale Recycling.xml
Total File Size: 23,955 Bytes
Total Dollar Amount: $52,846.05
Associated Job IDs:
Job Processing Started - 7/3/2013 7:44:25 AM

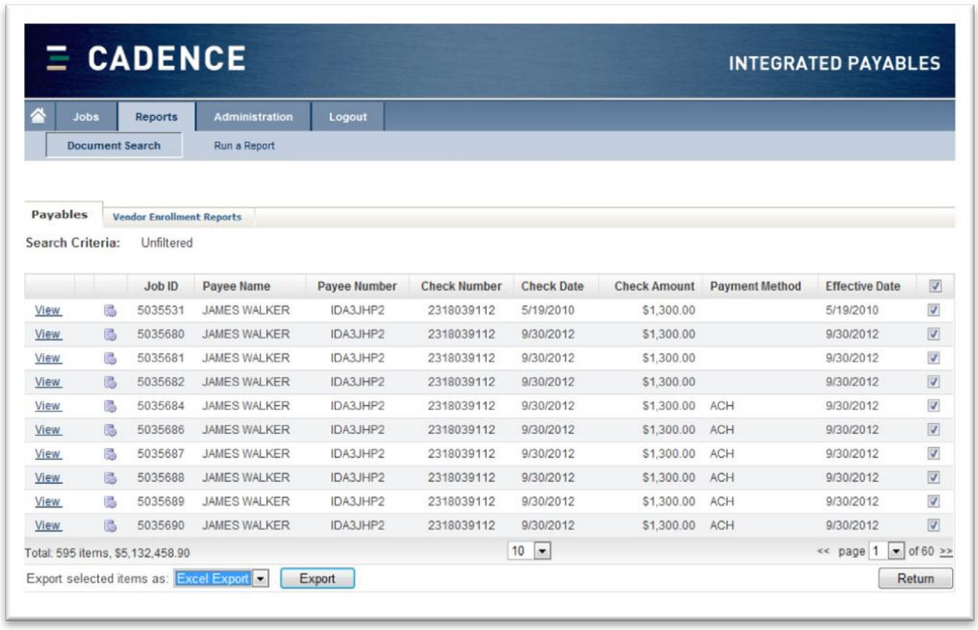
A record of the payment file/job is archived. Select Reports and Document Archive Search. The following screen will be displayed. Enter the search criteria and Click Search.

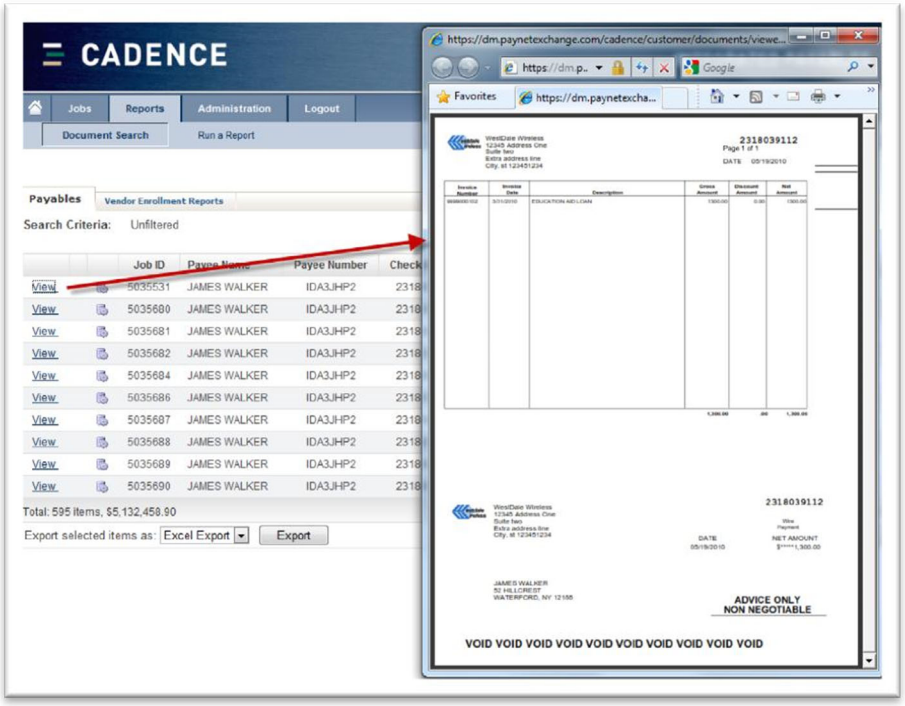
3.1.4 Outsourced Disbursement Document Search



You may export payment detail in an Excel or HTML format by clicking Export from the Document Archive Screen shown above. If your vendors/suppliers/payees have enrolled for electronic payments, remittance advices may also be viewed or payment detail may be downloaded via our secure vendor website.

3.1.5 Outsourced Disbursement Document Search Results & Sample Document





» End of Document «

CADENCE BANK

Positive Pay
Quick Reference Guide

Cadence Bank Treasury Management – February 2015

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Chapter 1 – Quick Reference to Allegro!™ Positive Pay

1.1 Overview

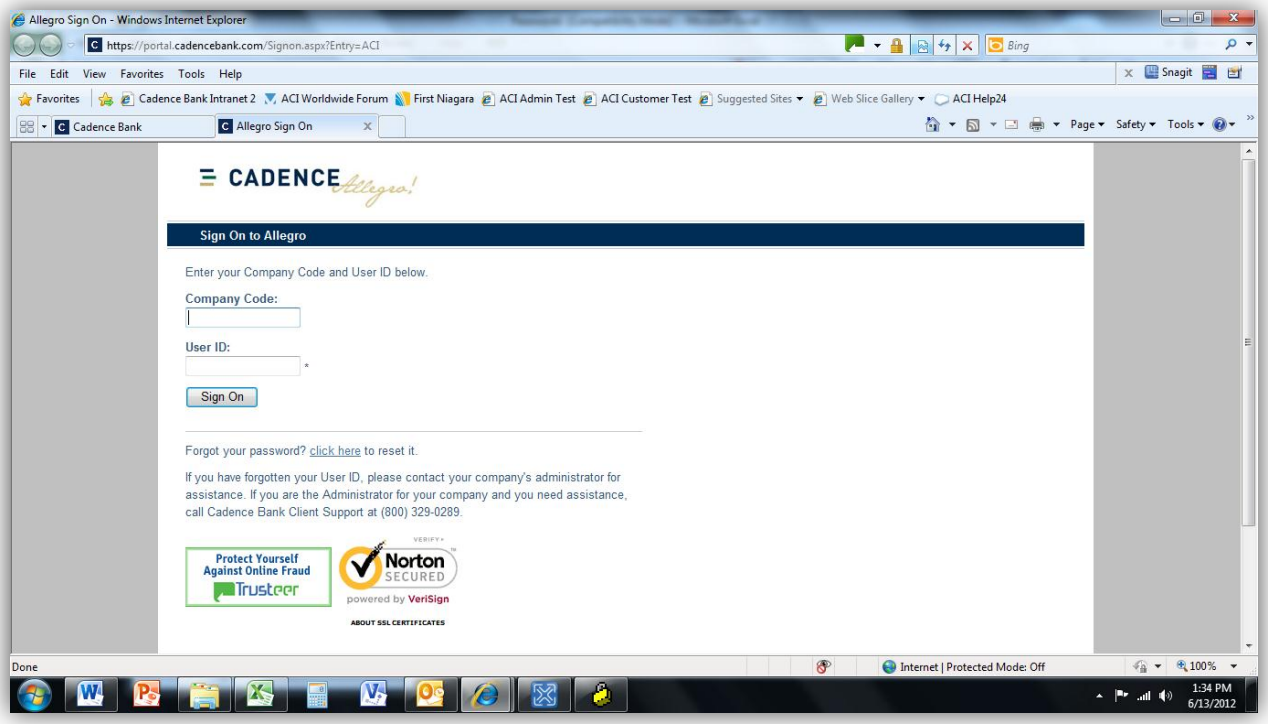
This document is designed to serve as a quick reference of Allegro Positive Pay and provides a high-level description for a quick start to using the functions.

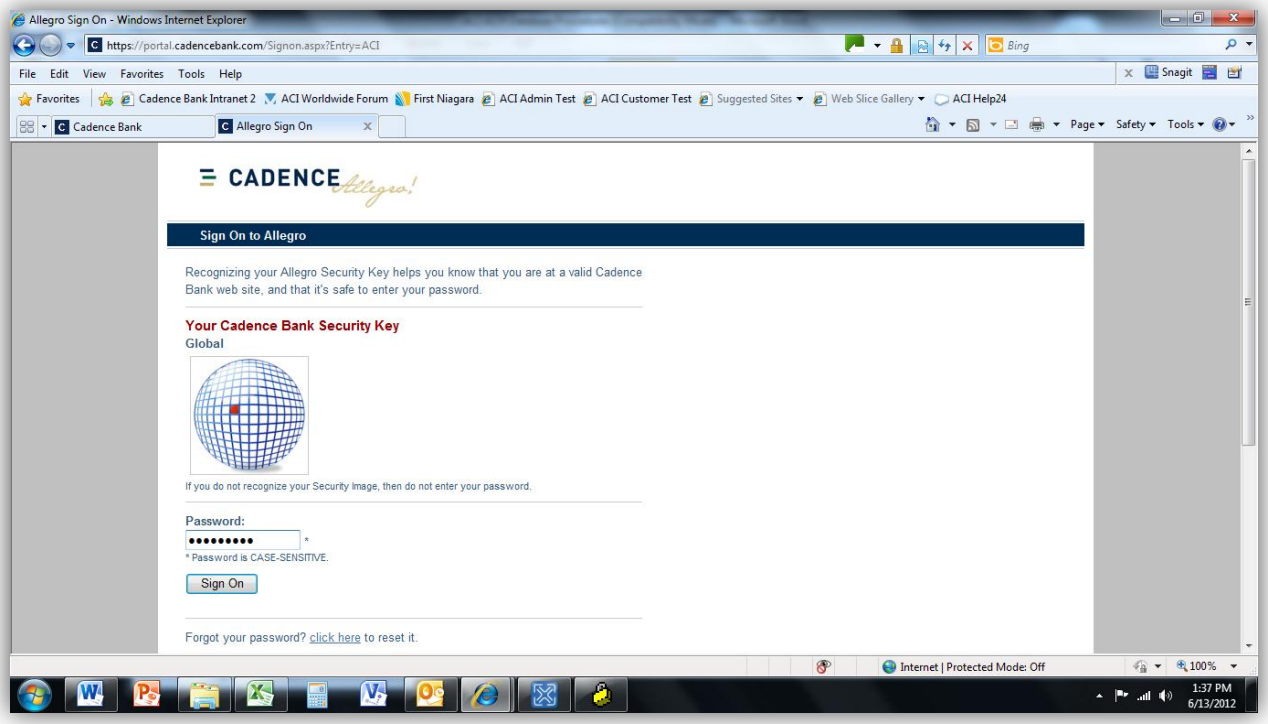
Chapter 2 – Allegro Access

2.1 Allegro Login

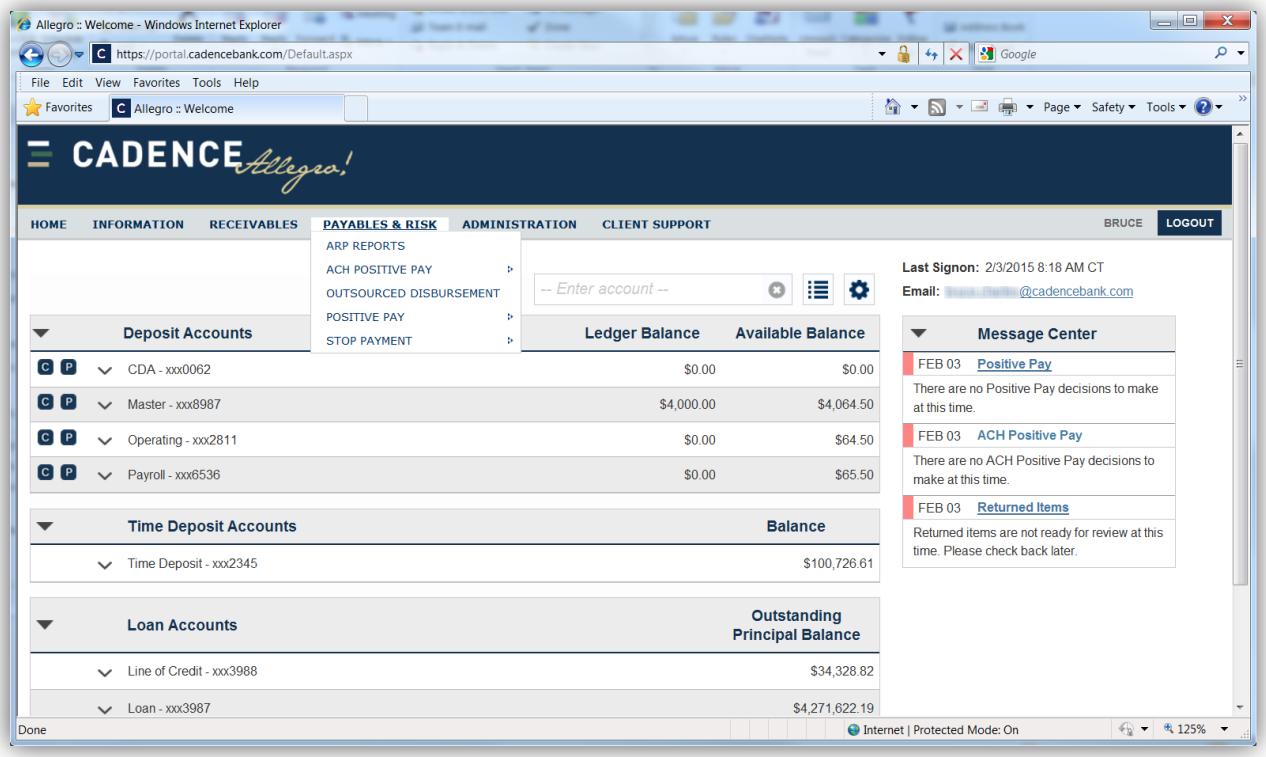
To access Cadence Bank's Treasury Management Online portal Allegro, begin at the Cadence Bank homepage on the Internet, http://www.cadencebank.com. On the left side of the screen there is the Login Center, select "Allegro". The login screen will display. Type in your Company Code and User ID, these credentials were provided to you in the secure email. Next, a screen with your security image will display and an area for your password.

When you initially login, you will be prompted to select a Security Key and Security Text. You will also be prompted to choose and answer three challenge questions for the password reset feature. In the event you forget your password, you can click on the "click here" hyperlink adjacent to "Forgot your password" on the login screen. You will receive an email with a link back to Allegro where you will enter your Company Code and User ID, then answer one of your challenge questions. You will then be able to enter a new password (twice) and be requested to log back in. The password must be alphanumeric; must be between 6 and 15 characters in length, is case sensitive, contain no spaces, and cannot be the same as any of your previous 5 passwords. However, you must click on the "Forgot your password" hyperlink before the third attempt as you will be locked out of the system. The password is good for 60 days, after which time it will expire and you will again be prompted to enter a new one.



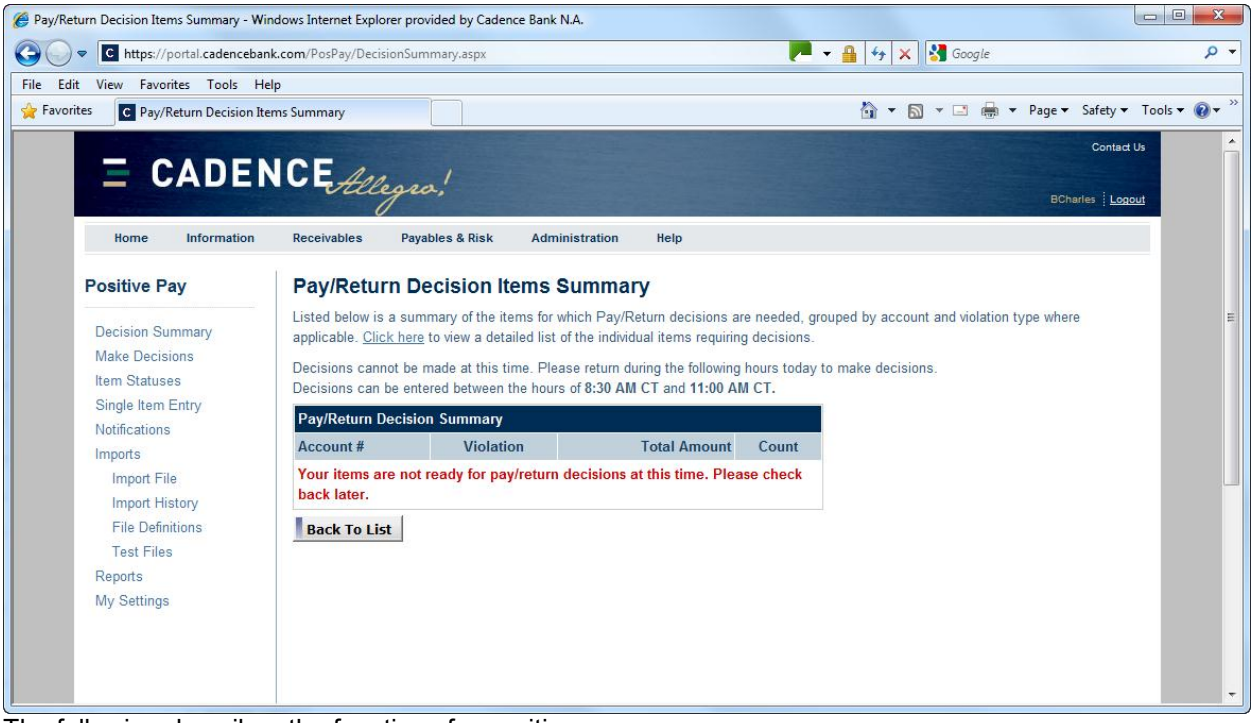


From your homepage, Services you are entitled to will appear within the Function drop down menus; as shown below. To launch click Positive Pay.



Chapter 3 – Positive Pay Access

3.1 Allegro Positive Pay



The following describes the functions for positive pay.

3.1.1 Pay/Return Decisions - Overview

The primary purpose of Positive Pay is to allow the customer to make the final Pay/Return decisions for items presented to the bank for payment. Under reverse positive pay, you should make pay/return decisions *for all items presented for payment.*

The Pay/Return Decision process consists of reviewing your presented items and then making Pay/Return decisions online for each item or choosing to Pay All items at once.

Pay/Return Decision Screens in Positive Pay

You use the following screens to review your items and make Pay/Return decisions in Positive Pay:

Pay/Return Summary Screen

Pay/Return Decision List Screen

Pay/Return Decision Detail Screen

3.1.2 Pay/Return Decision Window

Decision Window for Cadence Bank: 8:30 AM to 11:00 AM CT

The time of day during which you can make Pay/Return decisions is limited. Each business day morning (Monday through Friday, not including bank holidays), the bank will send the items for your review. If you sign into the Positive Pay system before your items are released for review, then the Pay/Return decision screens will display a message indicating that your items are not yet ready for review. If you see that message, you should return at a later time, but be sure to leave yourself enough time to decision your items.

It is important that you sign into the Positive Pay system before the established cutoff time to make your Pay/Return decisions. If you do not make your decisions before the cutoff time, the system will use the default Pay/Return setting that you designated for each of your accounts. If you sign into Positive Pay after the cutoff time, you will be able to see your items, but the Pay/Return features will be disabled as the system will have already used the default Pay/Return decisions as configured for each account.

In rare cases, the item review window may be delayed due to processing issues. In this case, Cadence Bank will typically extend the cutoff time for that day, giving you additional time to make your Pay/Return decisions.

3.1.3 Violation Codes

When the bank provides the list of items for your review, Allegro will inspect the items and look for violations based on a set of defined rules. If it detects one or more violations, it will show a violation code along with the item. The violation codes include the following:

Amount Mismatch - The item's amount did not match the specified issued amount.

Duplicate Paid - The presented item was already detected as having been paid.

Exceeds Dollar Amount - The item amount exceeds the maximum allowed amount for this account.

Paid No Issue - There was no issued item provided corresponding to the presented item.

Paid Void - The presented item matched an item that was previously voided.

Stale Dated Issue - The presented item exceeded the maximum allowed period since issue and has been designated as stale.

Stop on File - The presented item matched a stop request on file.

3.1.4 Pay/Return Summary

The Pay/Return Summary screen provides a convenient method of viewing a brief summary of the Pay/Return decisions you need to make today. The information listed in the summary includes an aggregate total of the items to review, grouped by account number and by violation code.

Required Permissions
View This Screen Decision/Exception Items - View

Fields Displayed in the Account Summary List

Account # - The account number to which the statistic applies. Each line item applies to a combination of account number and violation code.

Viol. Code - The violation code to which the statistic applies. Each line item applies to a combination of account number and violation code.

Total Amount - The total amount of all presented items for the listed account number and violation code

Count - The total number of presented items for the listed account number and violation code.

3.1.5 Pay/Return List

The Pay/Return List screen is the primary screen used to browse and review the current items for which pay/return decisions are needed. The Pay/Return list has the following features:

- Lists all items requiring decisions for the current day.
- Filter and sort the pay/return list by a number of different criteria, making it easy to find and drill down on particular items in the list.
- View an image of items in the list.
- Drill down on individual items in the list to make pay/return decisions, or to review more detailed information for the item.
- Use the "Pay All" option to pay all outstanding items at once.

Required Permissions	
View This Screen	Decision/Exception Items - View
Pay All Items	Decision/Exception Items - Manage

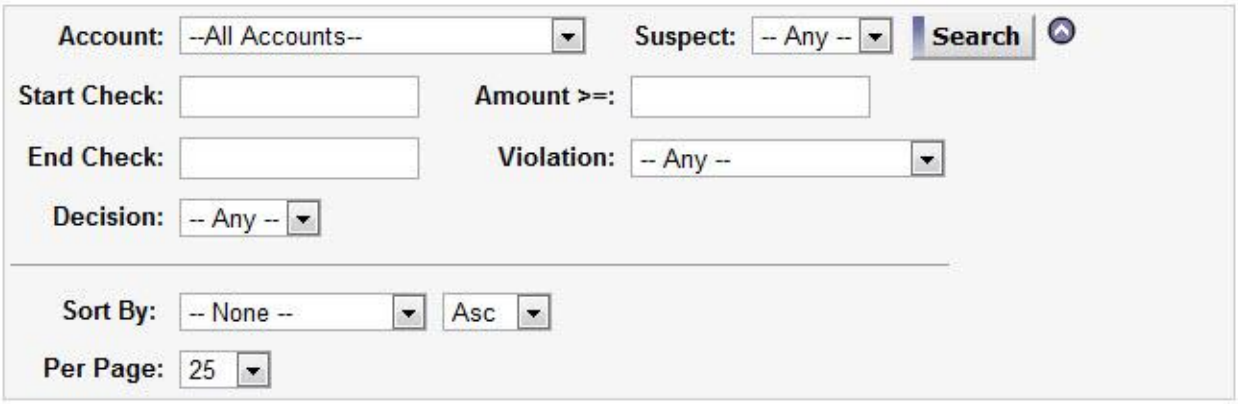
Filtering and Sorting the List

The Filter and Sort parameters area is directly above the item list. When you first navigate to the screen, the list will display in condensed form as shown below. You can expand the Filter and Sort area by clicking on the down arrow on the far right side of the section.

Filter and Sort Area (Condensed)



Filter and Sort Area (Expanded)



The available Filter fields are listed below. You can combine one or more of these filters to drill down to specific data.

Account - Filter by a single account number to view decision items only for that account or choose "All Accounts" to show items for all accounts (unfiltered).

Violation - Select a single violation code or choose "All" to show all codes (unfiltered).

Start Check - Enter a starting check number if you want to limit the list to a specific check number range. Entering a Start Check number without entering an End Check number will make the filter return all checks greater than the entered Start Check.

End Check - Enter an ending check number if you want to limit the list to a specific check number range. Entering an End Check number without entering a Start Check number will make the filter return all checks less than the entered End Check.

Amount - If you enter an amount here, the system will only return amounts greater than or equal to the entered value. This is a convenient way to quickly see if you have any items larger than a given amount.

Decision - Select Pay or Return to filter the list by the scheduled action.

Sort By - You can also specify a sort field (and ascending or descending designator) for the list results. This can include any of the following fields:

- Account
- Amount
- Check Number
- Violation Code

Per Page - Indicates the number of items to display on the page at a time.

The Pay/Return List



Pay/Return Decision List

	Account #	Check #	Amount	Violation	Scheduled Action	Decision Made
Details	Test 1 - xxx1111	120	$160.00	Paid No Issue	Return	✗
Details	Test 4 - xxx4405	125	$120.00	Amount Mismatch	Return	✗
Details	Test 4 - xxx4405	123	$150.00	Amount Mismatch	Return	✗
Details	Test 4 - xxx4405	124	$150.00	Amount Mismatch	Return	✗
Details	Test 1 - xxx1111	121	$120.00	Paid No Issue	Return	✓
Details	Test 1 - xxx1111	122	$250.00	Paid No Issue	Return	✓
Details	Test 1 - xxx1111	125	$120.00	Paid No Issue	Pay	✓
Details	Test 2 - xxx2222	123	$150.00	Paid No Issue	Return	✓
Details	Test 2 - xxx2222	124	$150.00	Paid No Issue	Return	✓

Based on the selected sort criteria, the Pay/Return list will show the filtered or unfiltered results. The list includes the following fields:

Details - Click this link to drill down to the details of the item. From the Details screen, you can make a Pay/Return decision for the individual item and view additional data.

Account # - The account number for the item. This is typically masked to only show a few digits of the account for security purposes.

Check # - The check (serial) number for the item. The check number will display as a hyperlink if an image is available for this item. Click the link to display the front and back images of the item.

Amount - The amount of the item.

Violation - The violation code for the item.

Scheduled Action - This is the action that the item will take after the decision window closes if you take no further action. If you have made a decision for the item, your Pay/Return decision will show in this column. If you have not made a decision for the item, the account's default Pay/Return decision will be displayed.

Decision Made - Indicates whether a decision has been made for the item. Note that items for which decisions have not been explicitly made will take the default decision designated for that account if no decision is made before the daily cutoff.

Click to Remove Filter Link - This link will appear in the list header when you have applied a filter to the list. Click this link to remove all filters and return to the default list showing all items.

Pay All Button - Press this button to mark all items for payment at once. After clicking the Pay All button, the system will display the Pay All Confirmation screen to allow you to review the items that will be paid. You can cancel the operation from the confirmation screen if you decide you are not ready to pay all the items. Note that you must have Decision/Exception Items - Manage permission to pay all items.

3.1.6 Pay/Return Item Detail

The Pay/Return Item Detail screen shows additional detail for an item. You can use this screen to view additional check data that may be available for the item as well as to make a pay/return decision on an individual item.

Required Permissions
View This Screen Decision/Exception Items - View

Required Permissions	
Pay Item	Decision/Exception Items - Manage
Return Item	Decision/Exception Items - Manage







Fields Displayed for the Decision Item

Account Number - The account number for the item.
CheckNumber - The check (serial) number for the item.

Amount - The amount of the item.

Unit/Representative - The unit (or representative) that was matched to this item through the check number. The check number is matched to a checkbook, which is then matched to a unit/rep.

Presented Payee - Shows the payee as read from the presented check.

Violation- The violation code for the item.

Current Decision - This is the pay/return decision that will be submitted if no further action is taken. If you have made a decision for the item, your Pay/Return decision will show in this field. If you have not made a decision for the item, the account's default Pay/Return decision will be displayed.

Return Reason - Use the drop down provided to choose the reason for your return.

View Check Image Link - Click on this link to view a front and back image of the item. This link will only display when a check image is available.

Making Pay or Return Decisions for the Item

Pay Button - Click the Pay button to mark the item for payment. The system will then prompt you to confirm that you wish to pay the item. Click "Ok" to confirm Payment or "Cancel" to cancel it. If the item has already been marked for payment, the Pay button will not be displayed.

Return Button - Click the Ray button to mark the item to be returned. The system will then prompt you to confirm that you wish to return the item. Click "Ok" to confirm the Return or "Cancel" to cancel it. If the item has already been marked to be returned, the Return button will not be displayed.

Note: *The Pay and Return buttons will only appear when you are viewing the item within the allowed Positive Pay decision time window. If you view this screen outside of the allowed decision times, then a message will appear at the top of the screen indicating that you have missed the decision window.* After you mark and item as Paid or Returned, you can still return at any time within the Pay/Return decision window and change your decision.

3.1.7 Paying All Items at Once

If you have a lot of items to review, it may be more convenient to mark all of your items as paid at once rather than individually. Allegro includes the capability to mark all items as paid at one time.

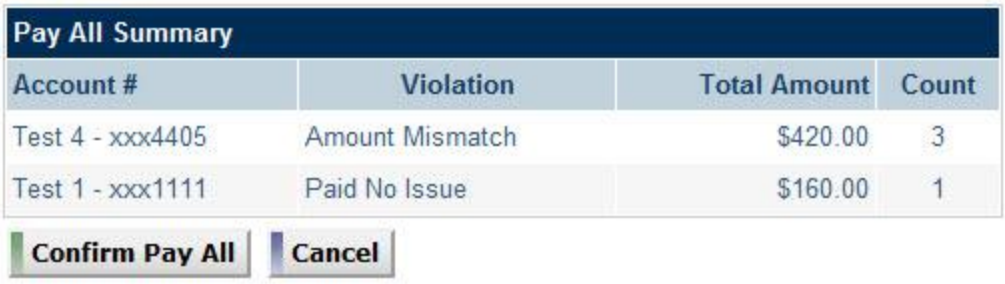
Note: If you want to pay all but a few items, then Return the individual items you do not want to pay first, and then initiate the Pay All process. The system will only pay the remaining outstanding items that you had not already marked for Return.

Required Permissions	
Pay All Items	Decision/Exception Items - View Decision/Exception Items - Manage

How to Mark All Item for Pay At Once

You begin the Pay All process on the Pay/Return List screen anytime within the Pay/Return decision window. Click the **Pay All** button on this screen to initiate the Pay All process. The system will then display the Pay All Confirmation Summary screen, shown below. This screen summarizes the items that will be paid, grouped by account number and violation code. If the summary information is correct, click the **Confirm Pay All** button. The system will display a popup to reconfirm the Pay All decision. Click Ok to continue or click Cancel to cancel and return to the confirmation screen. If you continue, the system will mark all items for payment and return to the Pay/Return List.

If you would like to cancel the Pay All process, click the **Cancel** button.



Pay All Summary

Account #	Violation	Total Amount	Count
Test 4 - xxx4405	Amount Mismatch	$420.00	3
Test 1 - xxx1111	Paid No Issue	$160.00	1

Confirm Pay All Cancel

Note: After you execute the Pay All function, you can still return at any time within the Pay/Return decision window and change your decision on any item. Just locate the item in the Pay/Return List (using the filter and sort features if necessary) and click the account number to drill down to the decision item detail screen. From there, you can change the decision from Pay to Return.

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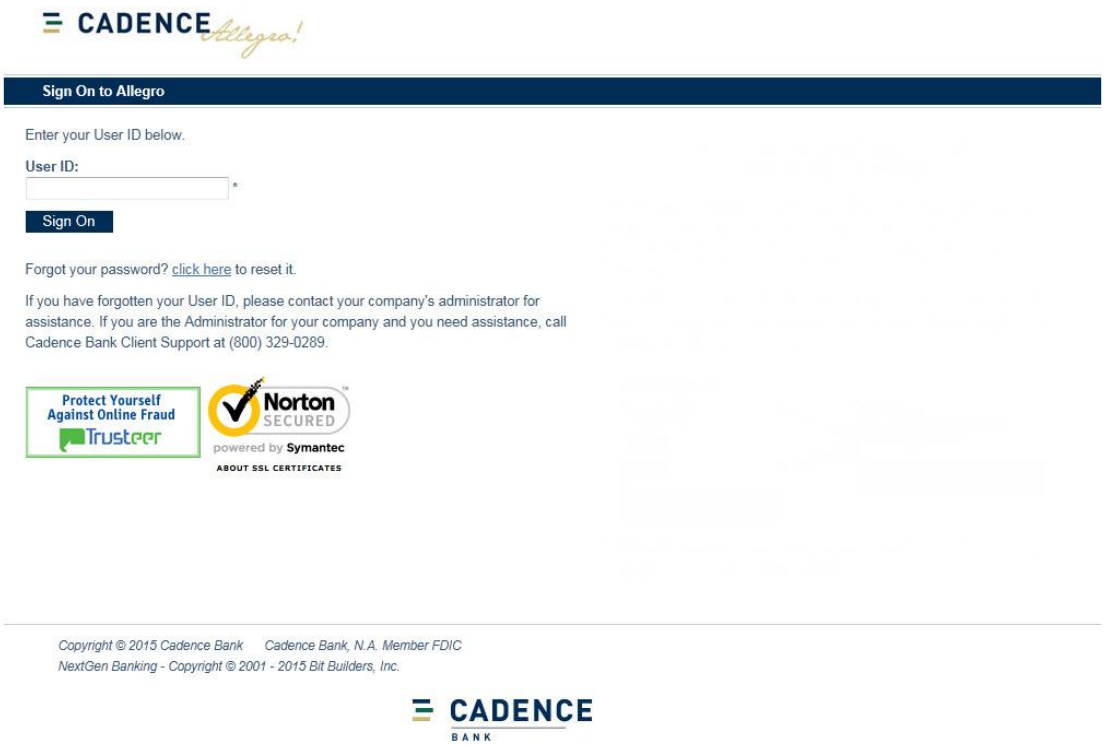
Real Time Reporting Quick Reference Guide

To access Allegro!, go to our website, https://cadencebank.com. On the left side of the screen, select 'More Options' within the Sign In box and click on 'Allegro'.

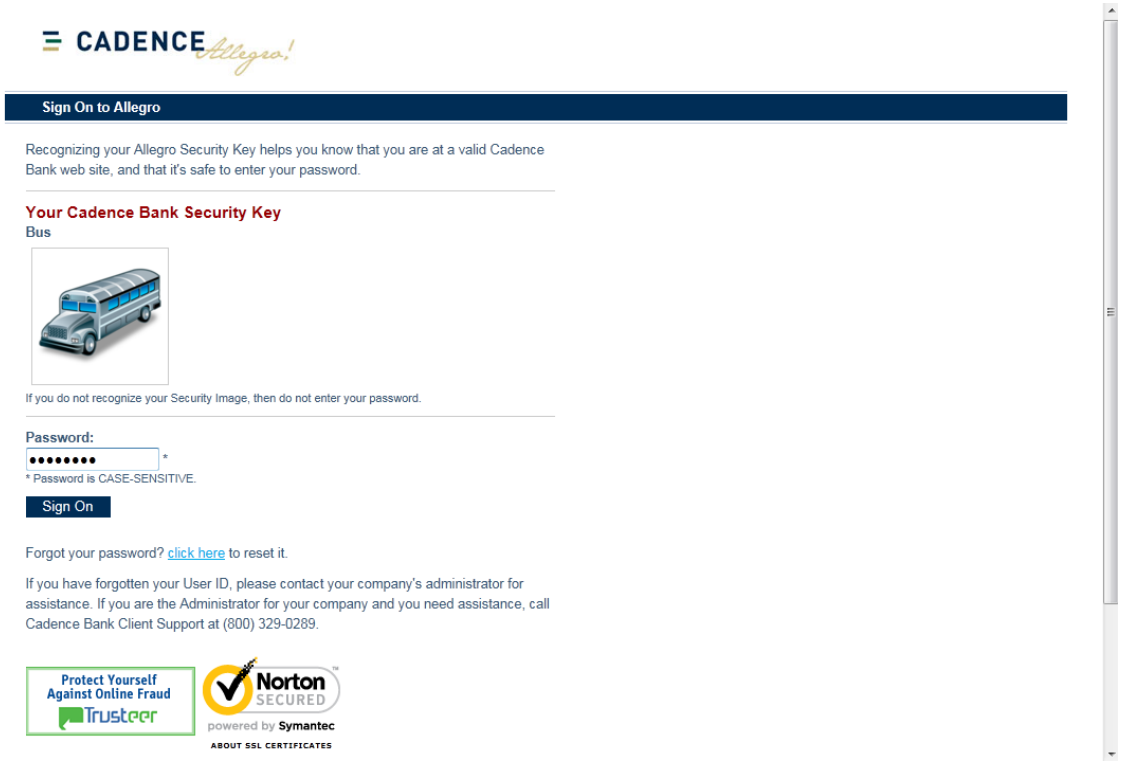
The login screen will display. Type in your User ID. Next a screen with your security image will display and if correct an area for your password.

When you initially login, you will be prompted to select a Security Key and Security Text. You will also be prompted to choose and answer three challenge questions for the password reset feature. In the event you forget your password, you can click on the "Forgot Password" hyperlink on the login screen. You will receive an email with a link back to Allegro where you will enter your User ID, then answer one of your challenge questions. You will then be able to enter a new password (twice) and be requested to log back in. The password must be alphanumeric; a minimum of 5 characters in length and is case sensitive. However, you must click on the hyperlink before the third attempt as you will be locked out of the system. The password is good for 80 days, after which time it will expire and you will again be prompted to enter a new one.

Login screen:

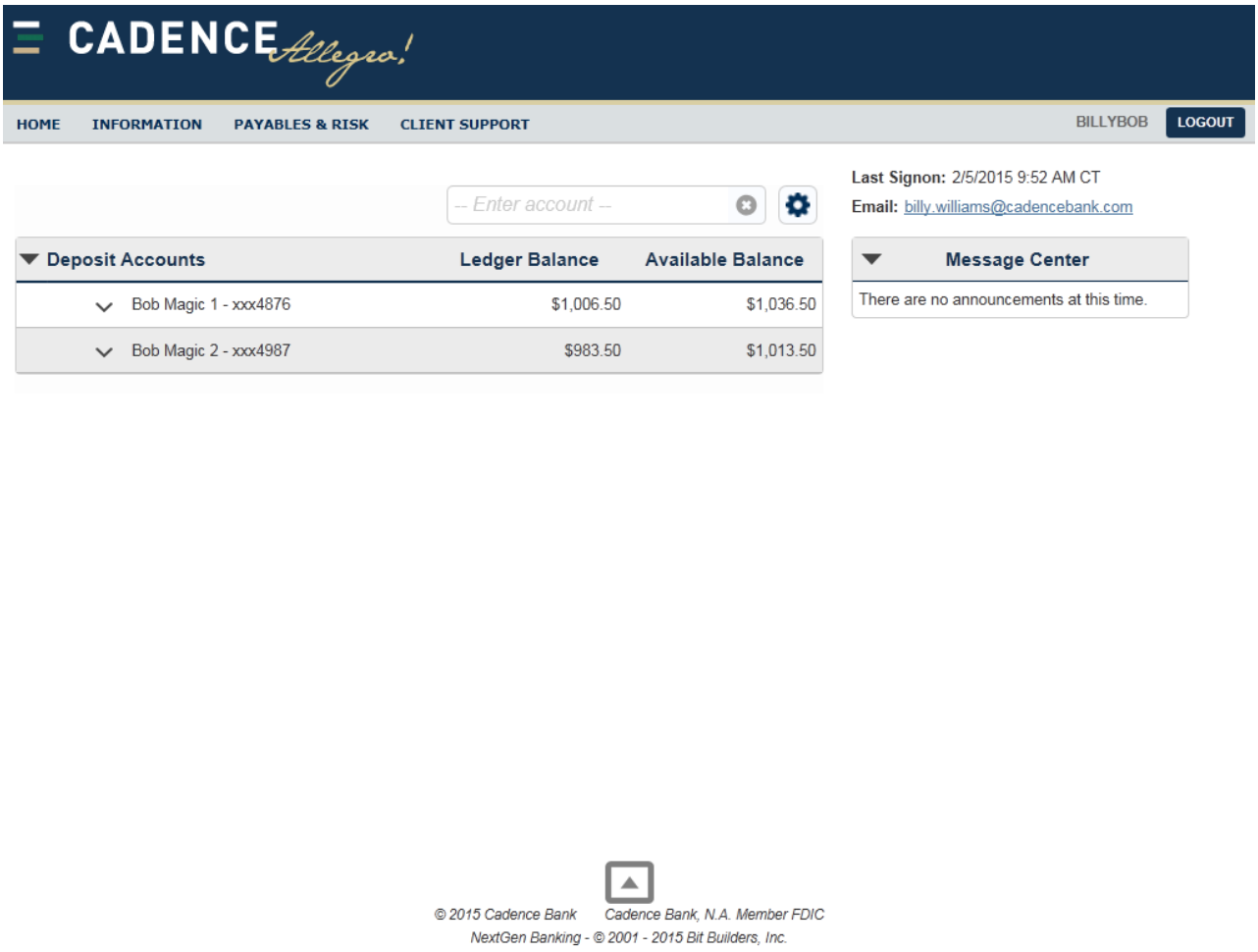


Password screen:

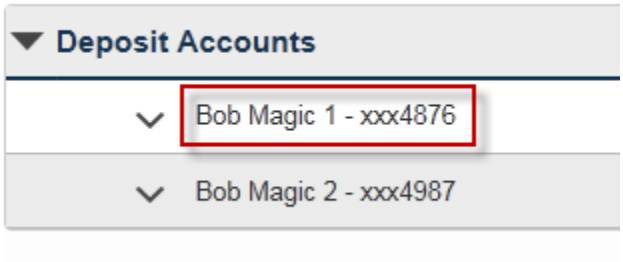


From your homepage, the services you are entitled to will appear within the menus along the top side. Your accounts will display directly on the landing page.

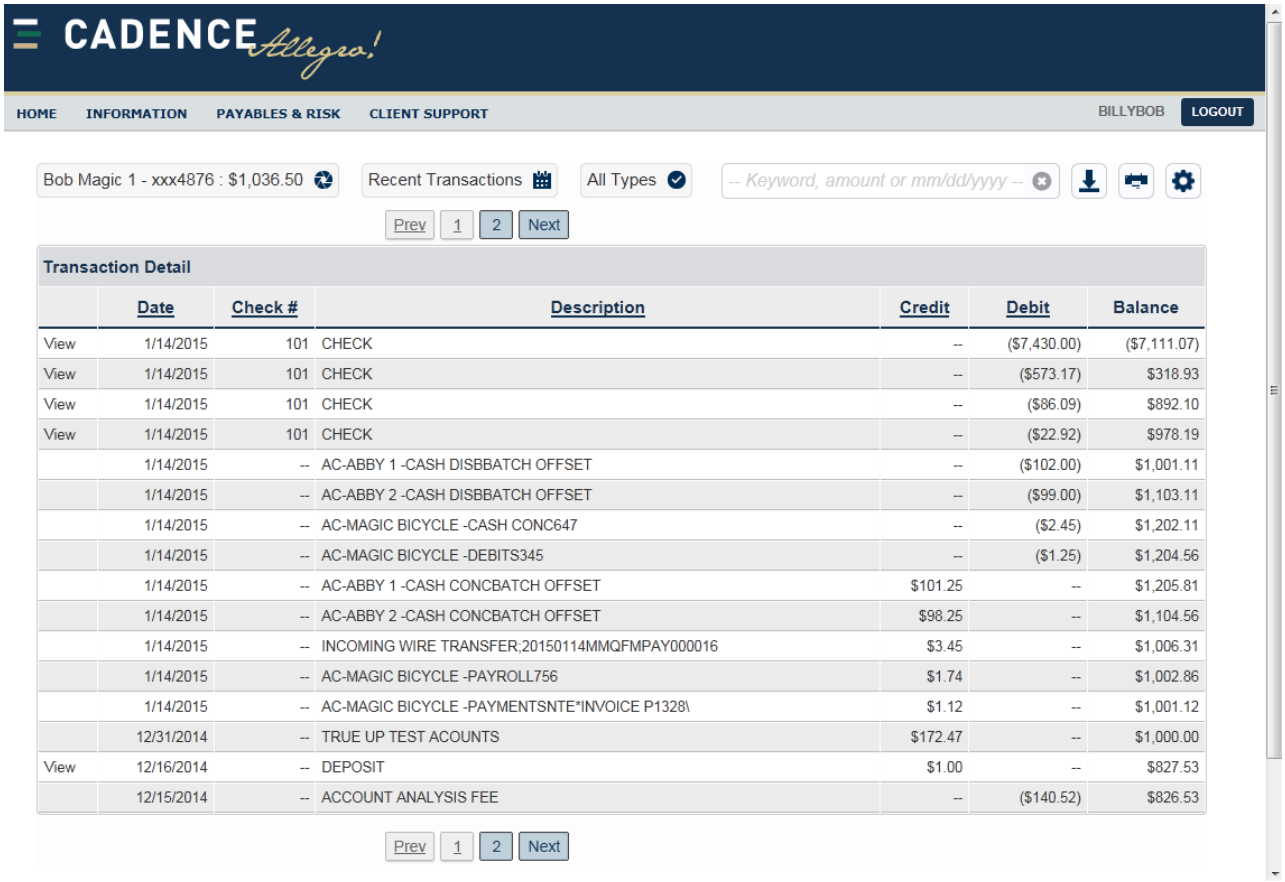
You may adjust the accounts displayed by choosing the account settings icon  at the top of your account list



Drill down to the transaction details by clicking the hyperlink on the account number. This will show pending transactions as well as the last 60 days of transactions.



From within the register screen, check and deposit ticket images are available by clicking on the 'View' link to the left of the item detail, date ranges or transaction types can be utilized to filter your results, and data can also be downloaded in .CSV, .TSV, Quicken, or QuickBooks formats. 13 months of images and transactions are available.

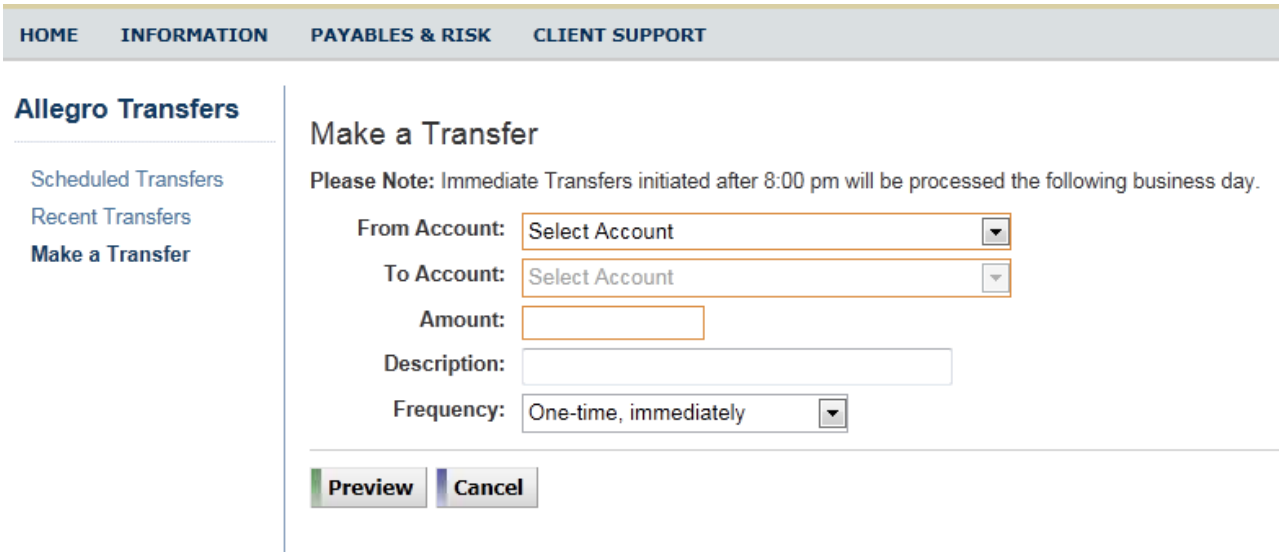


	Date	Check #	Description	Credit	Debit	Balance
View	1/14/2015	101	CHECK	--	($7,430.00)	($7,111.07)
View	1/14/2015	101	CHECK	--	($573.17)	$318.93
View	1/14/2015	101	CHECK	--	($86.09)	$892.10
View	1/14/2015	101	CHECK	--	($22.92)	$978.19
	1/14/2015	--	AC-ABBY 1 -CASH DISBBATCH OFFSET	--	($102.00)	$1,001.11
	1/14/2015	--	AC-ABBY 2 -CASH DISBBATCH OFFSET	--	($99.00)	$1,103.11
	1/14/2015	--	AC-MAGIC BICYCLE -CASH CONC647	--	($2.45)	$1,202.11
	1/14/2015	--	AC-MAGIC BICYCLE -DEBITS345	--	($1.25)	$1,204.56
	1/14/2015	--	AC-ABBY 1 -CASH CONCBATCH OFFSET	$101.25	--	$1,205.81
	1/14/2015	--	AC-ABBY 2 -CASH CONCBATCH OFFSET	$98.25	--	$1,104.56
	1/14/2015	--	INCOMING WIRE TRANSFER;20150114MMQFMPAY000016	$3.45	--	$1,006.31
	1/14/2015	--	AC-MAGIC BICYCLE -PAYROLL756	$1.74	--	$1,002.86
	1/14/2015	--	AC-MAGIC BICYCLE -PAYMENTSNTE*INVOICE P1328\	$1.12	--	$1,001.12
	12/31/2014	--	TRUE UP TEST ACOUNTS	$172.47	--	$1,000.00
View	12/16/2014	--	DEPOSIT	$1.00	--	$827.53
	12/15/2014	--	ACCOUNT ANALYSIS FEE	--	($140.52)	$826.53

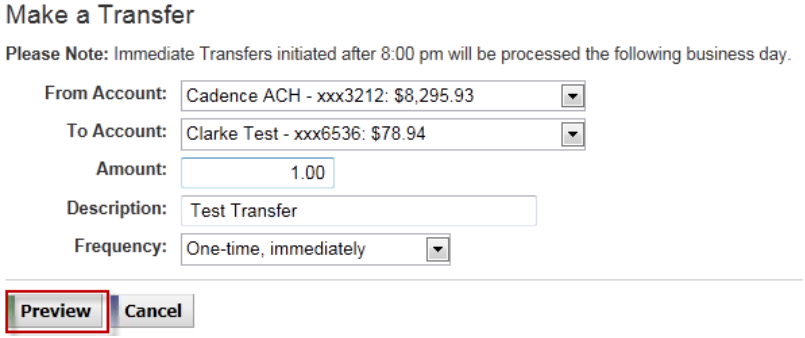
You can make transfers between your own accounts by choosing Payables & Risk > Allegro Transfers>Make a Transfer.

Make a Transfer: Allows you to make a transfer between your available accounts. To do this you will select:

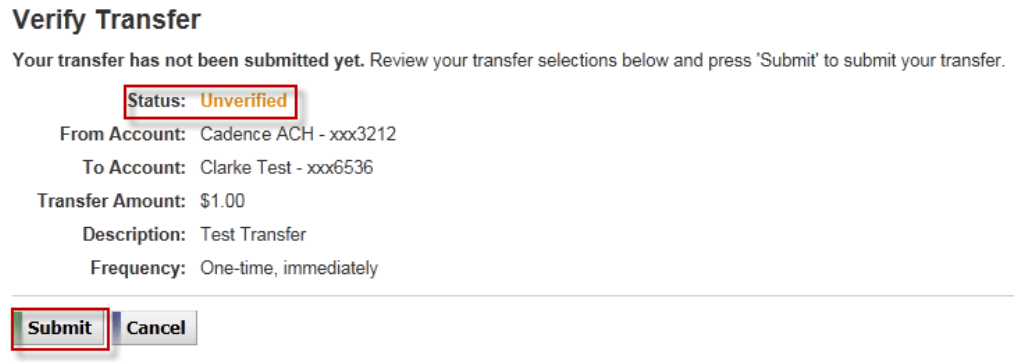
- From Account: Account to be debited
- To Account: Account to be credited
- Amount: Dollar amount of the transfer
- Description: Optional field to key a description that will post on your statement with the transfer
- Frequency: One-Time, immediately sends the request right now. There are other options to future date a one-time transfer or to schedule a recurring transfer



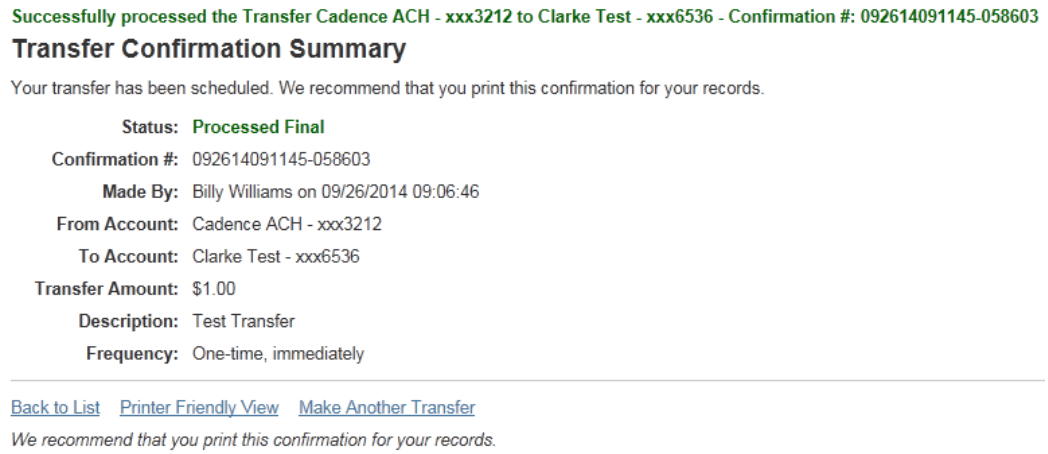
Once you have chosen your entire information click on Preview.



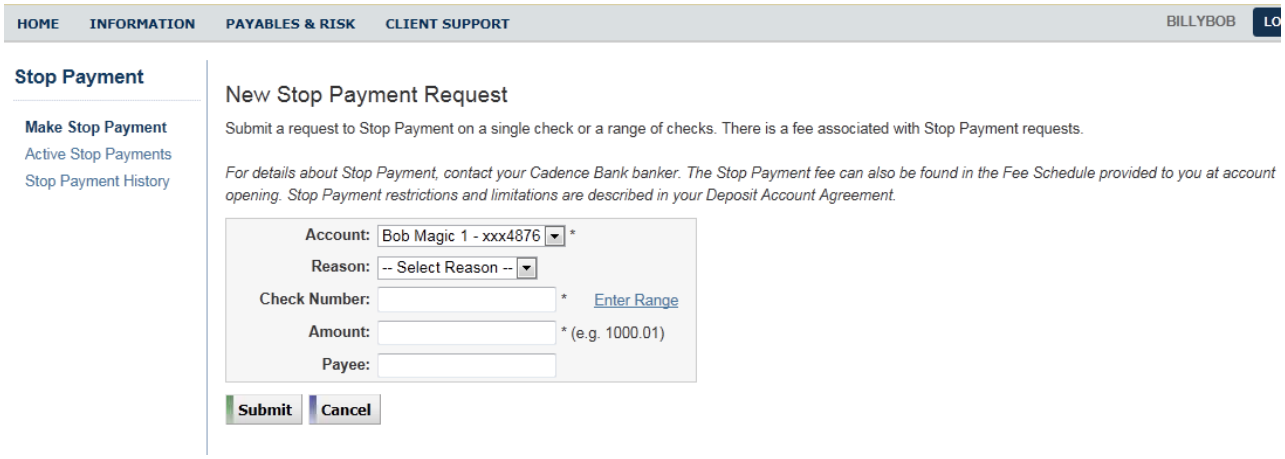
Once on the next screen, click on Submit to send your transfer request.



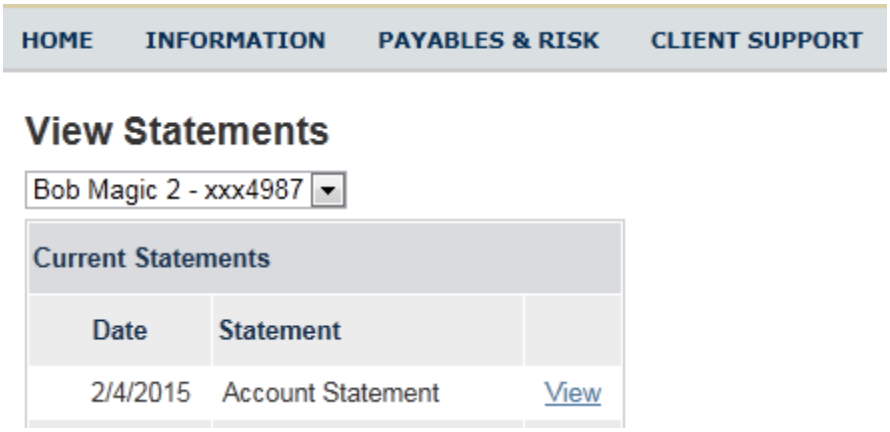
After submitting, the system will process the transfer and give on screen feedback if the transfer was successful.



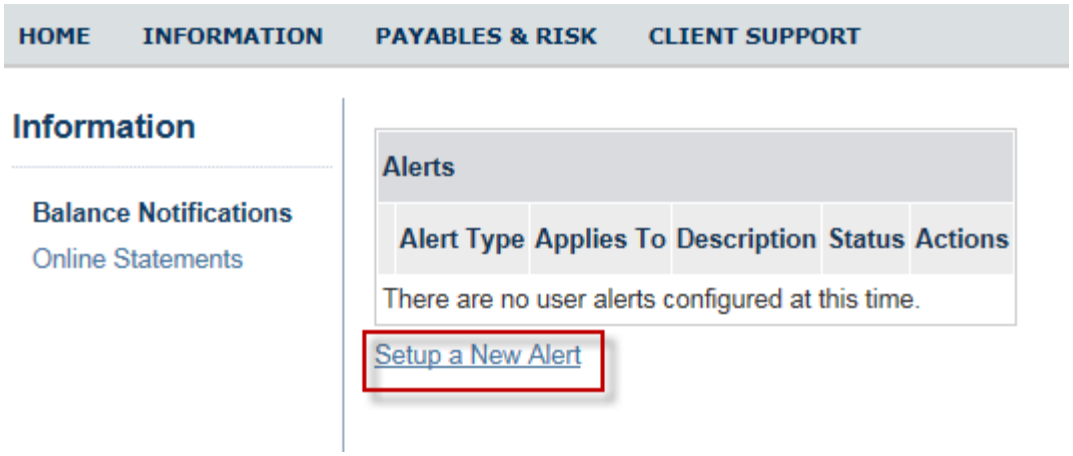
Stop Payment: Allows you to place stop payments on specific checks or a range of check number. You can also view and delete active stop payments on your accounts and also review stop payments history for stops submitted within Allegro.



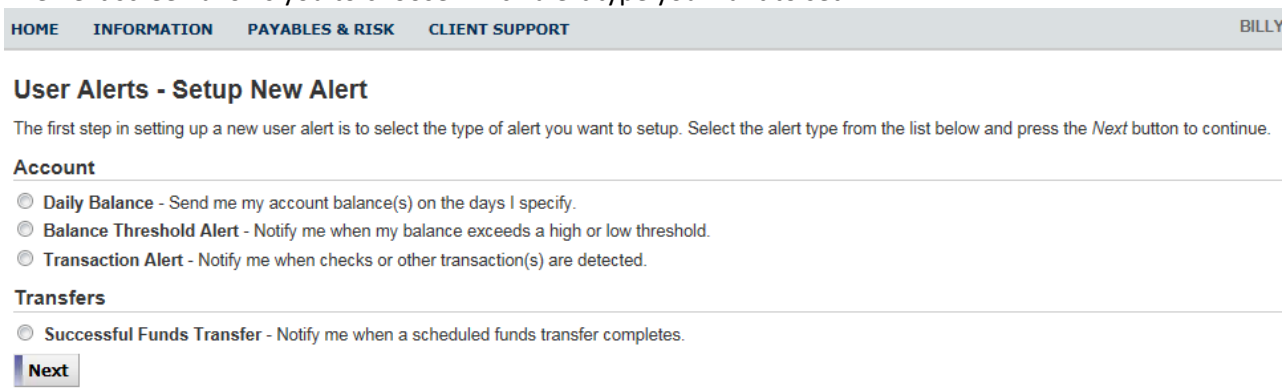
Statements: You have access to up to 7 years of statements online by accessing the Online Statements within the Information menu. Select the account and then click View to access the PDF version of the statement.



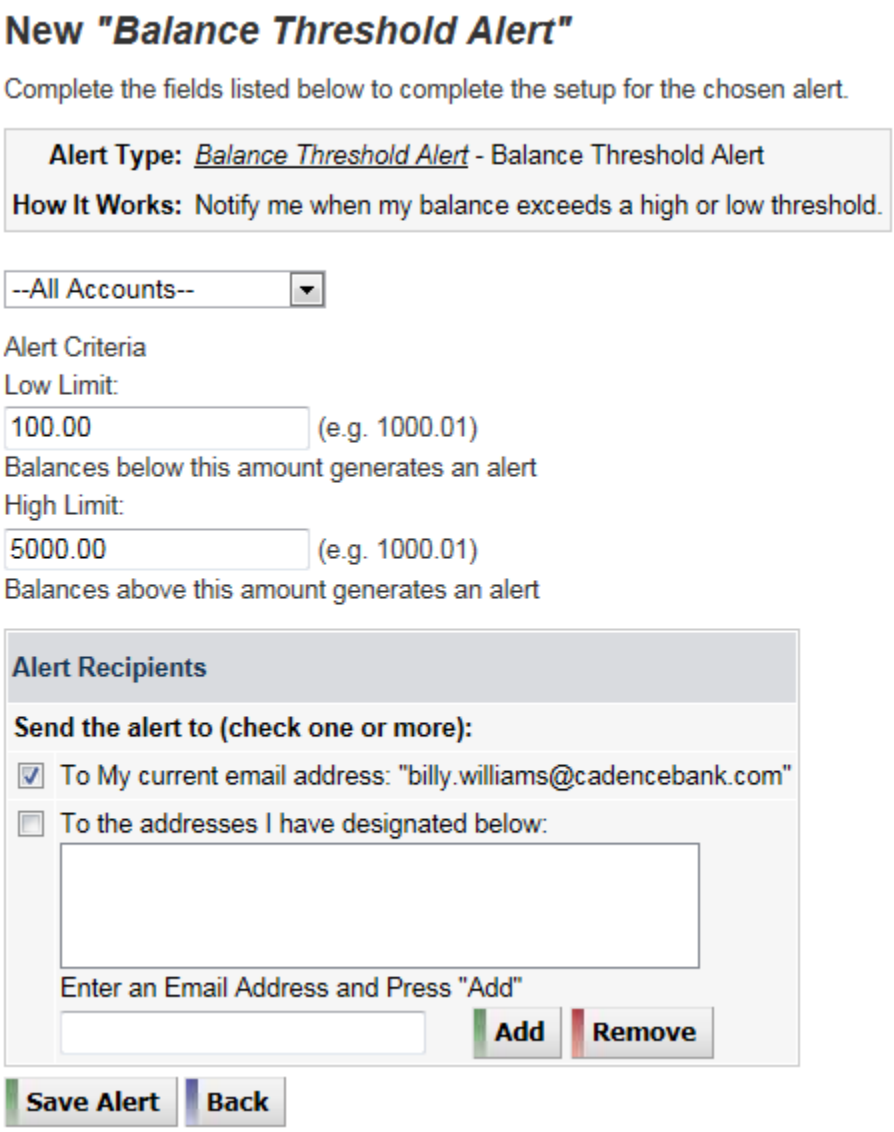
Balance Notifications: Allows you to set up alerts for your accounts. To start the process you would access Balance Notifications within the Information menu. Then you would select 'Setup a New Alert'.



The next screen allows you to choose which alert type you want to set.



The final screen allows you to make your choices of the alert criteria and then save it.

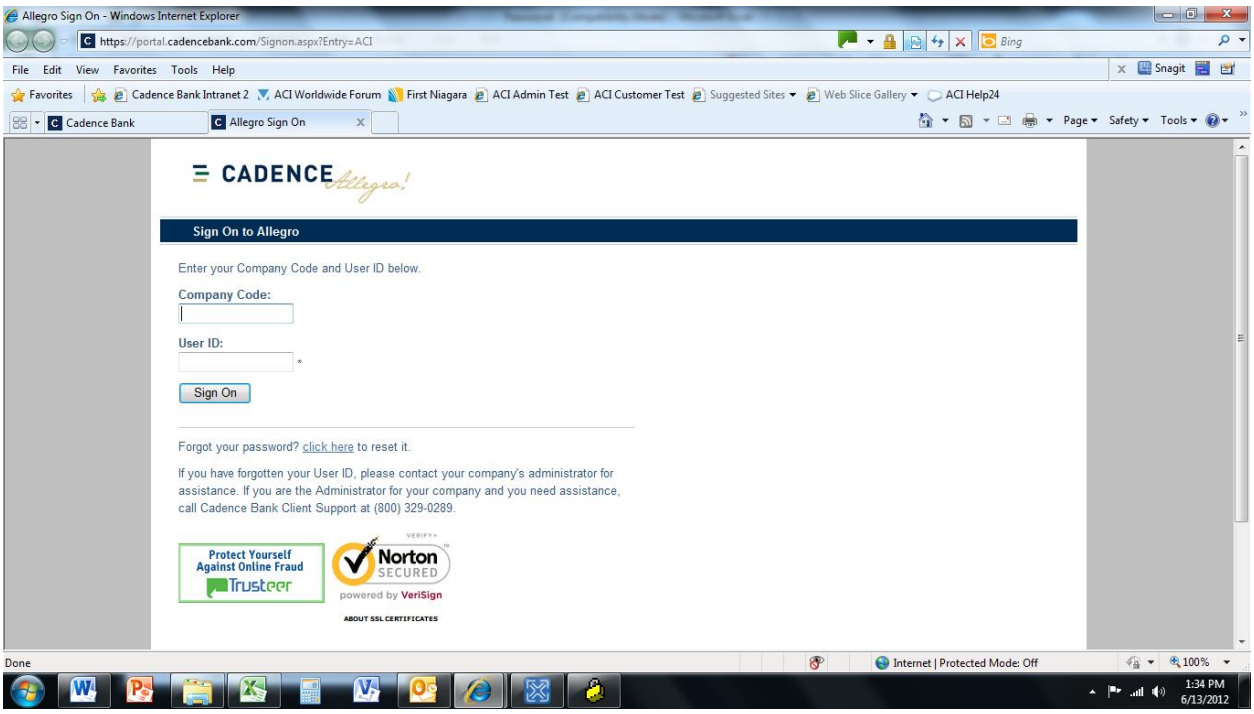


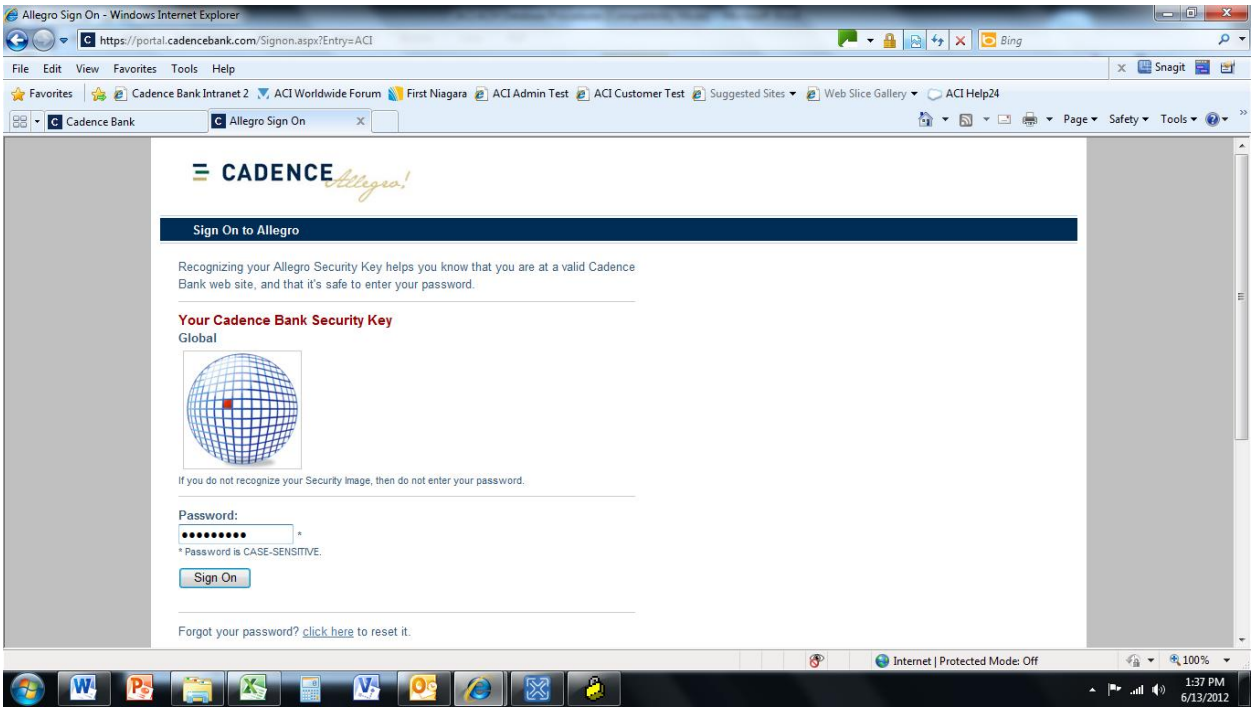
CADENCE BANK

Real Time Reporting Quick Reference Guide

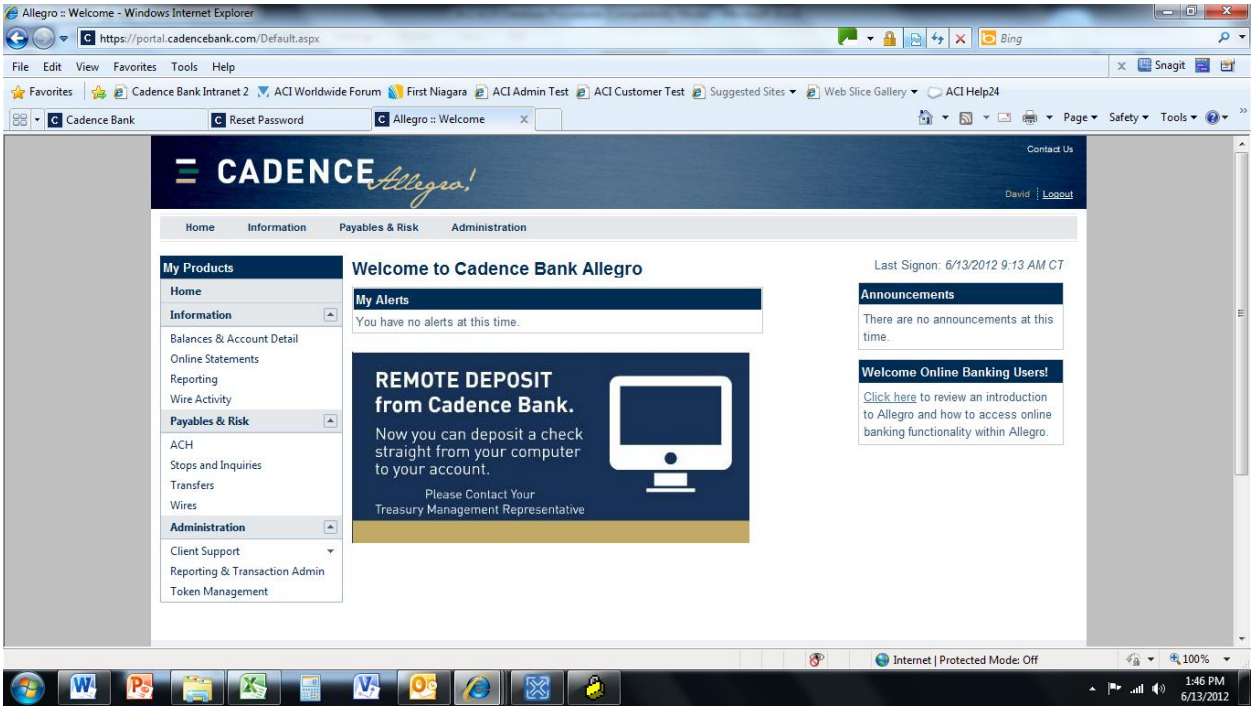
To access Cadence Balance Reporting services, go to our website, http://www.cadencebank.com. On the left side of the screen, select “Click to Login to Commercial Banking”. The login screen will display. Type in your Company Code and User ID. Next a screen with your security image will display and if correct an area for your password.

When you initially login, you will be prompted to select a Security Key and Security Text. You will also be prompted to choose and answer three challenge questions for the password reset feature. In the event you forget your password, you can click on the “Forgot Password” hyperlink on the login screen. You will receive an email with a link back to Allegro where you will enter your Company Code and User ID, then answer one of your challenge questions. You will then be able to enter a new password (twice) and be requested to log back in. The password must be alphanumeric; a minimum of 5 characters in length and is case sensitive. However, you must click on the hyperlink before the fifth attempt as you will be locked out of the system. The password is good for 60 days, after which time it will expire and you will again be prompted to enter a new one.

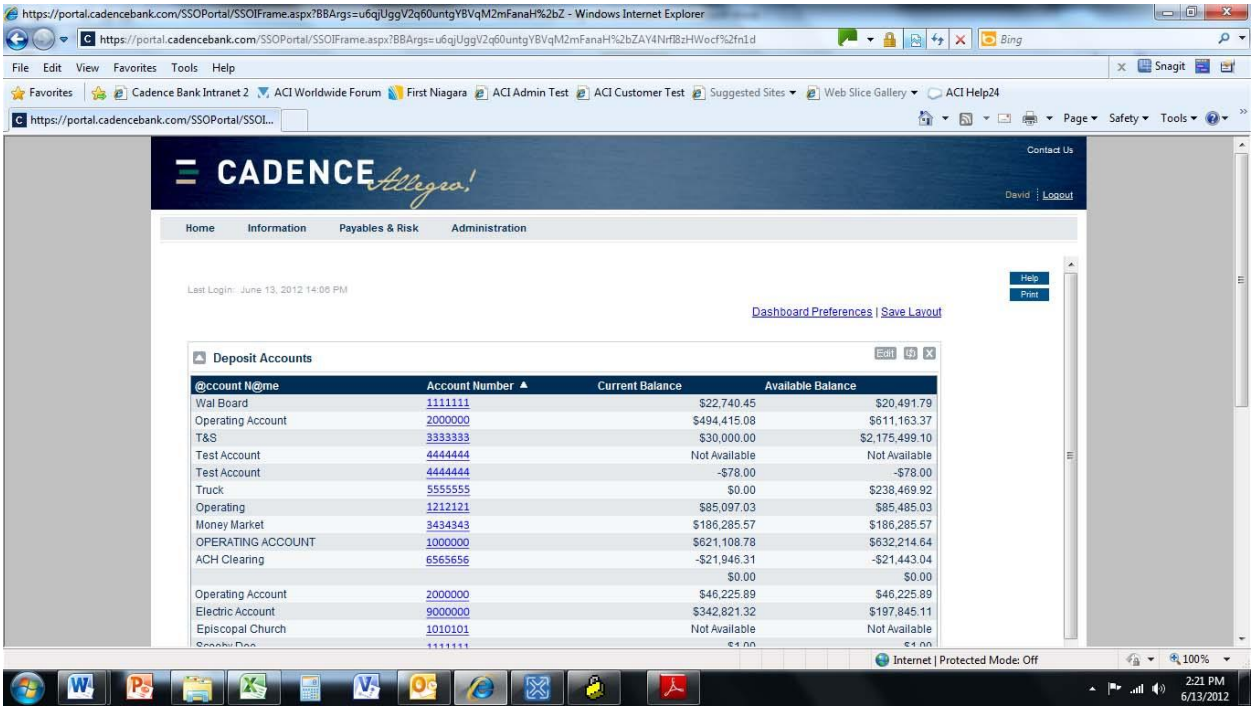




From your homepage, Services you are entitled to will appear within the Function drop down menus along the left side.

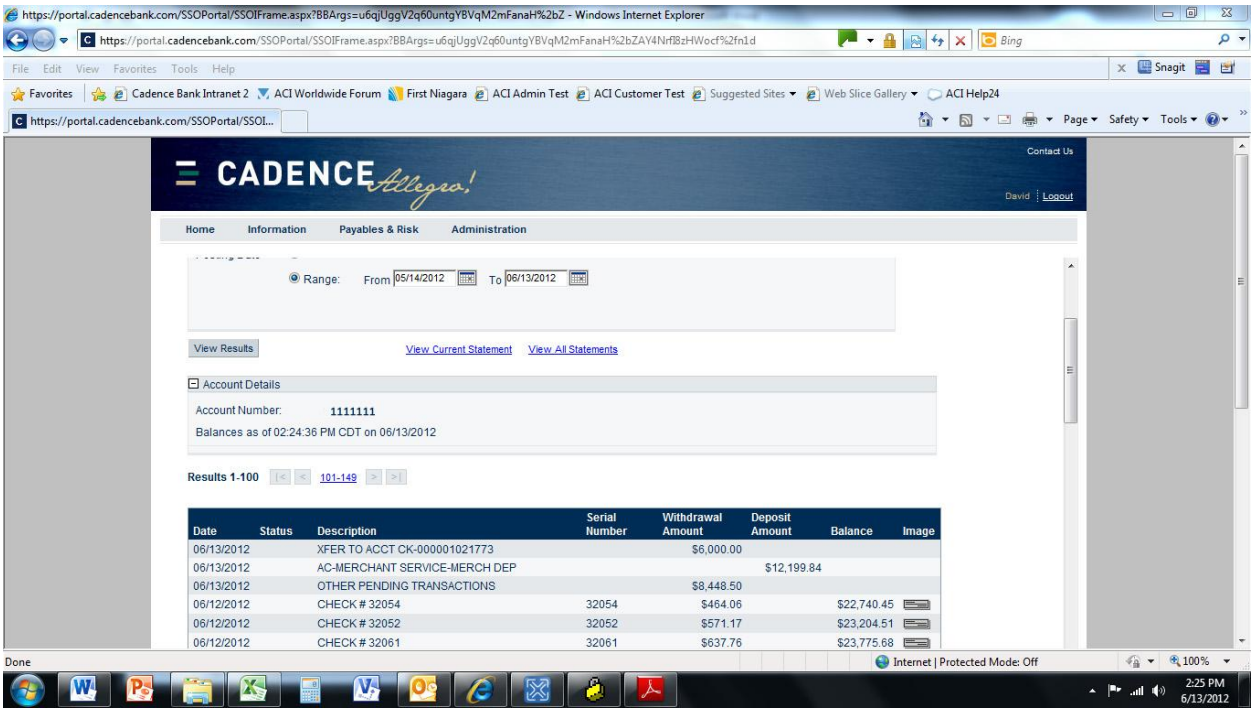


Balances and Account Detail provides real time balance information for Deposit Accounts, Credit Lines and Loans. You may adjust the accounts displayed by going to the Dashboard Preferences.

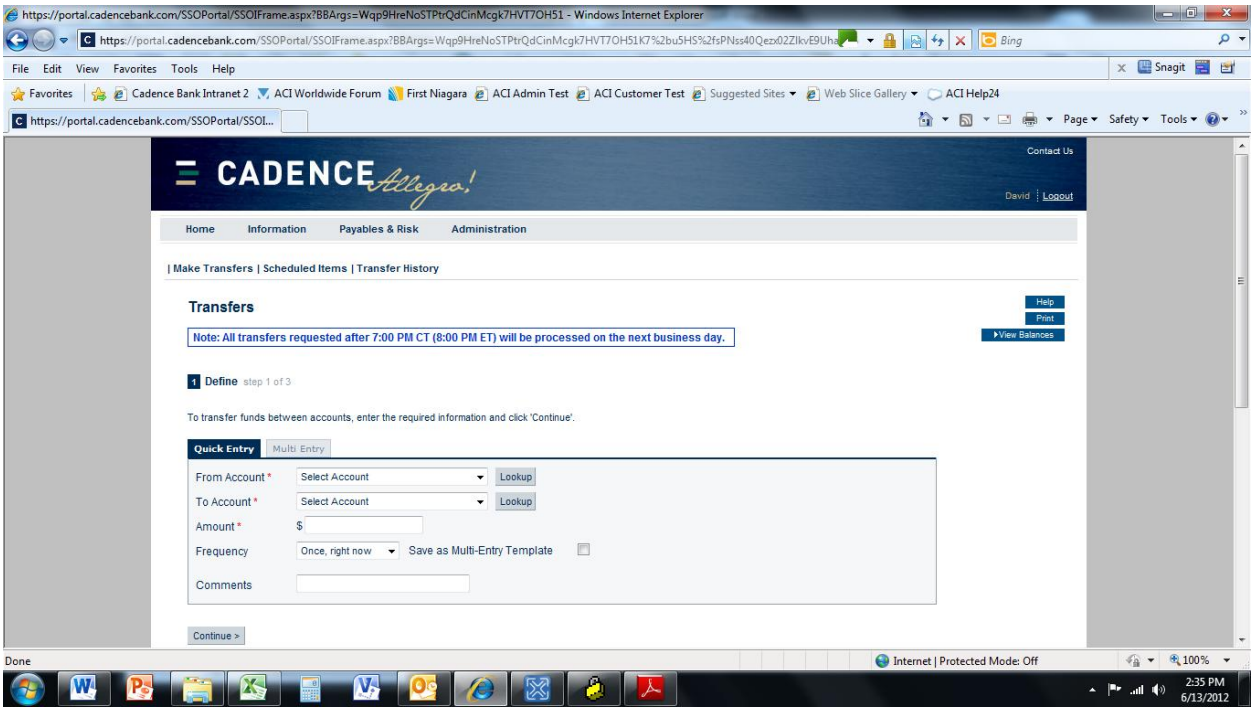


@ccount N@me	Account Number	Current Balance	Available Balance
Wal Board	1111111	$22,740.45	$20,491.79
Operating Account	2000000	$494,415.08	$611,163.37
T&S	3333333	$30,000.00	$2,175,499.10
Test Account	4444444	Not Available	Not Available
Test Account	4444444	-$78.00	-$78.00
Truck	5555555	$0.00	$238,469.92
Operating	1212121	$85,097.03	$85,485.03
Money Market	3434343	$186,285.57	$186,285.57
OPERATING ACCOUNT	1000000	$621,108.78	$632,214.64
ACH Clearing	6565656	-$21,946.31	-$21,443.04
		$0.00	$0.00
Operating Account	2000000	$46,225.89	$46,225.89
Electric Account	9000000	$342,821.32	$197,845.11
Episcopal Church	1010101	Not Available	Not Available

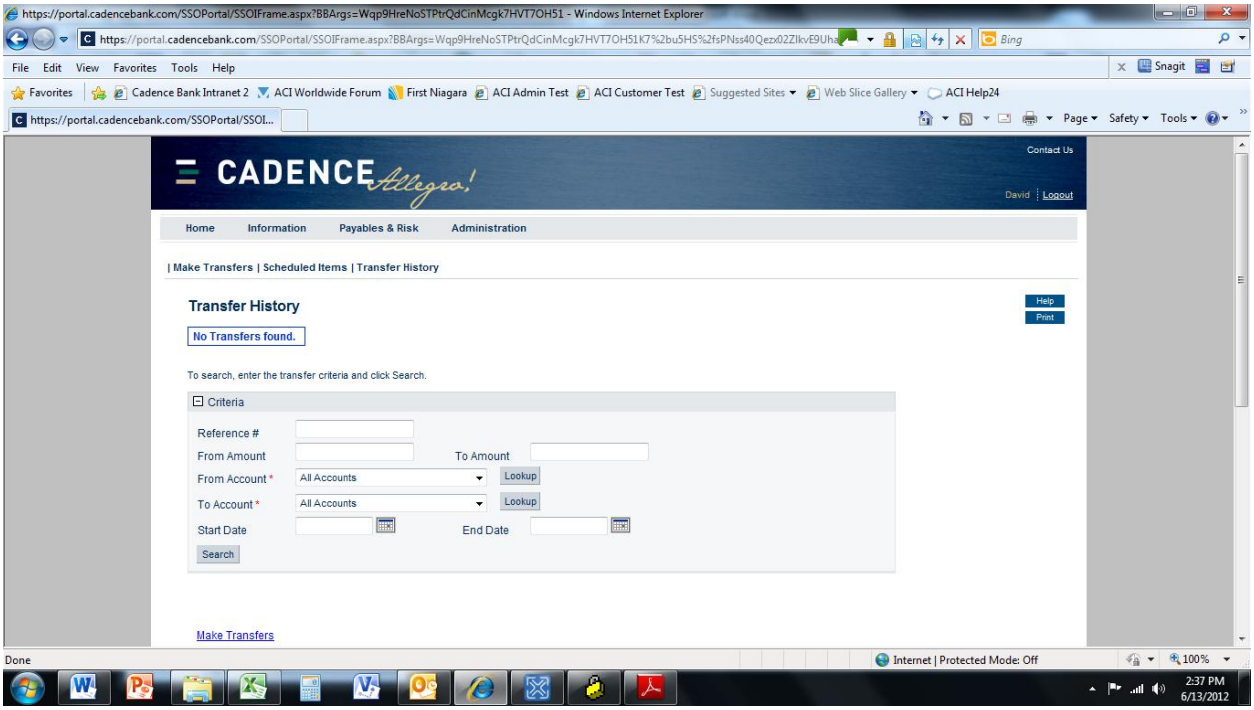
Drill down to the transaction details by clicking the hyperlink on the account number. Check and Deposit Ticket images are available by clicking on the icon to the right. Date ranges or Transaction Types can be utilized to filter your results. Data can also be downloaded in .csv, Quicken, QuickBooks or tab formats, depending upon your entitlements. Transaction history includes the beginning of the prior statement period to date.



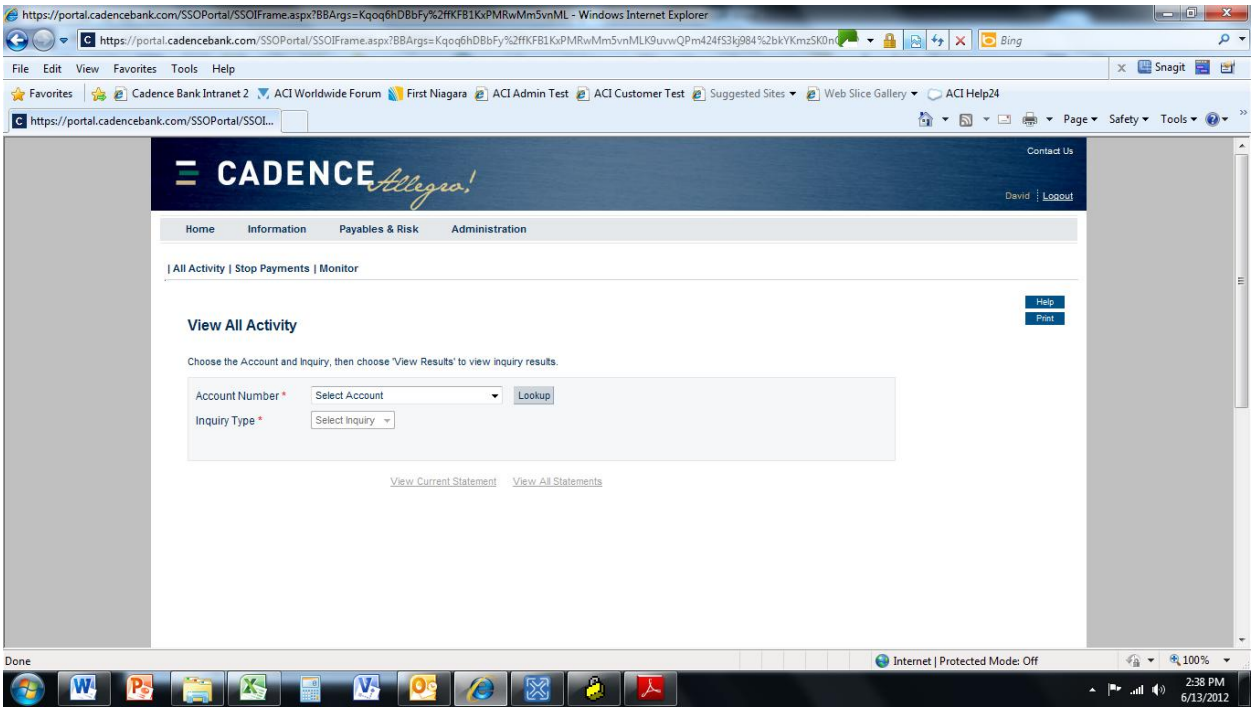
You can make transfers between your own accounts. By clicking Account Balances on the right side you can validate that adequate funds exist to complete the transfer. If the transfer is recurring you have options for frequency or may save the template to save on repetitive data entry in the future. The Scheduled Items and Transfer History are also across the top navigation bar.

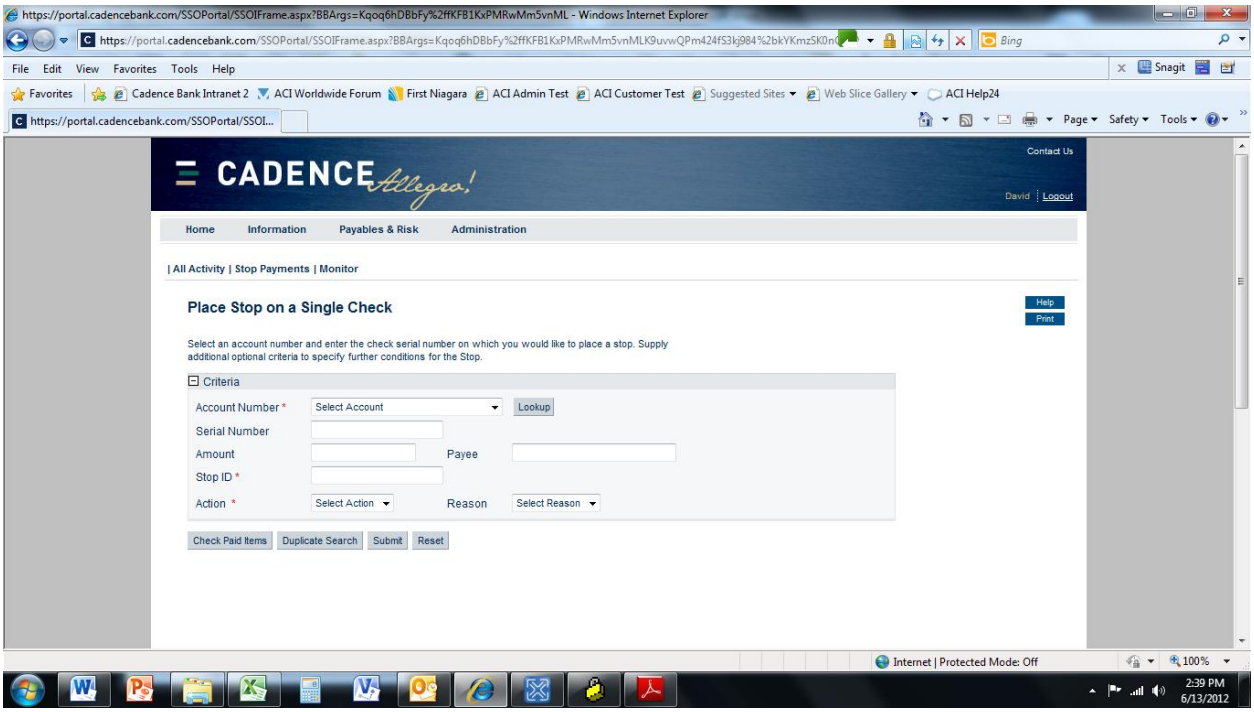


It is important that Transfer History is viewed to ensure that the Transfer has completed successfully.

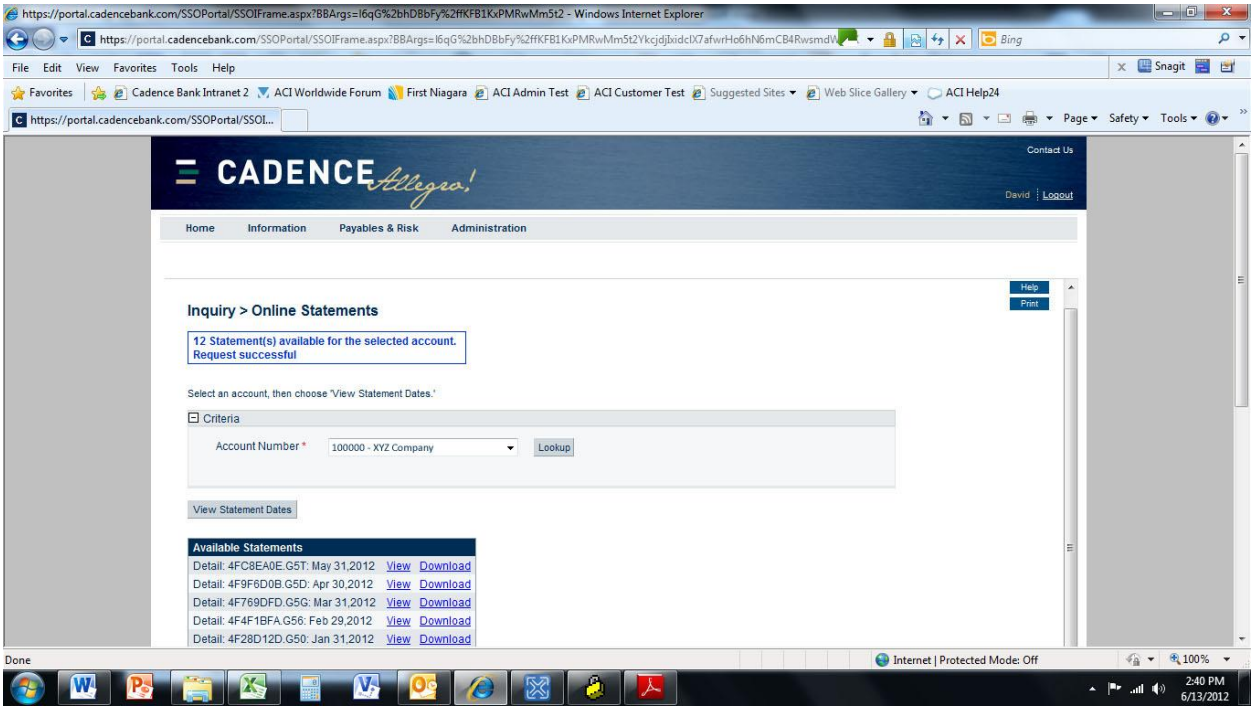


Stops and Inquiries allows you to view if a check has been paid and place stop payments on specific checks or a range of check numbers. A report is available to monitor the stop payments that have been requested.



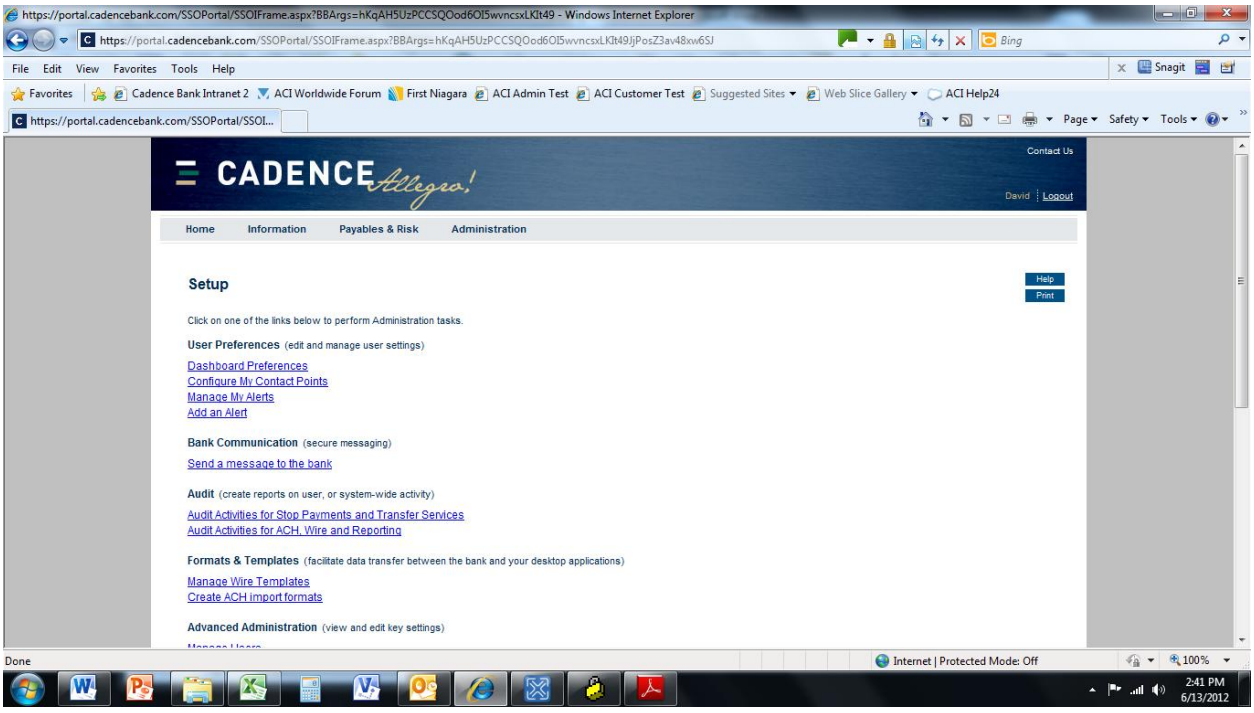


You have access to your last 12 statements online by accessing the Online Statement tab on the left Navigation Bar. Select the account and then to View or Download the statement.



A number of options are available to you from the Reporting and Transaction Administration tab. In the User Preferences section you may adjust your Dashboard Preferences, configure you Contact Points for receiving alerts, Manage your Alerts and Add an Alert. Multiple alerts are available by selecting add an alert and clicking on the drop down arrow.

Audit reports are available and documents all user activity. Wire Templates and ACH Import formats can be created and other Bank information is provided in the Advanced Administration section.



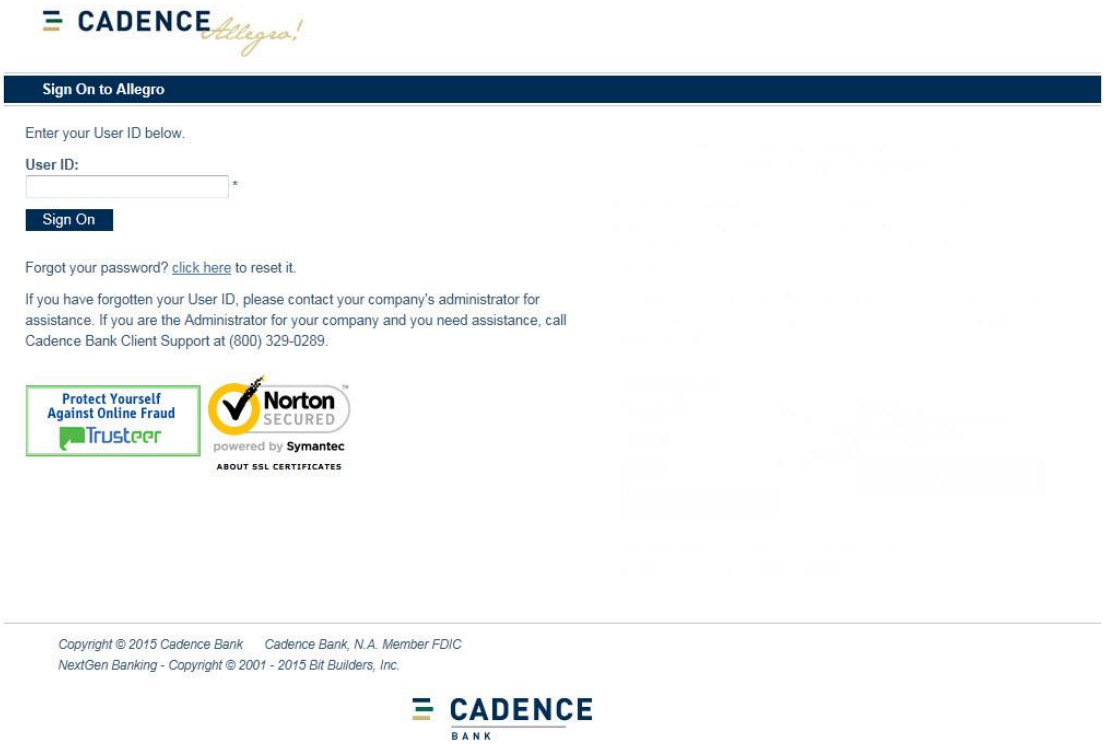
Transfers Quick Reference Guide

To access Allegro! Transfers, go to our website, https://cadencebank.com. On the left side of the screen, select 'More Options' within the Sign In box and click on 'Allegro'.

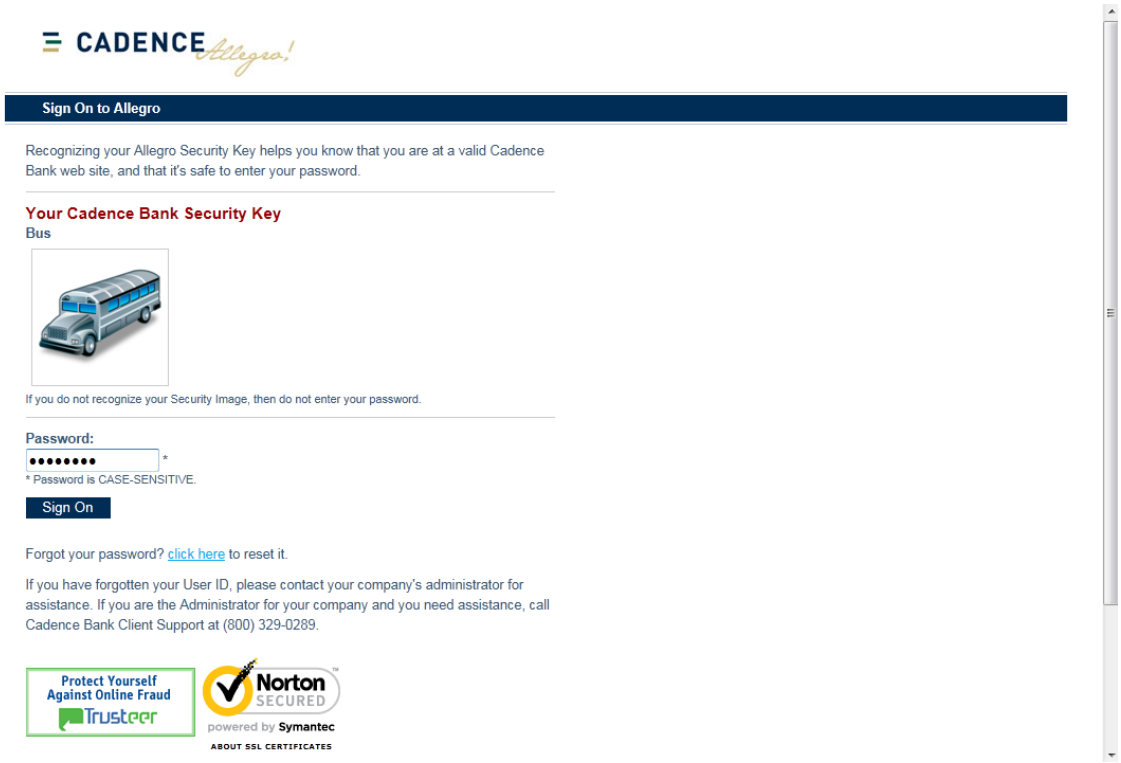
The login screen will display. Type in your User ID. Next a screen with your security image will display and if correct an area for your password.

When you initially login, you will be prompted to select a Security Key and Security Text. You will also be prompted to choose and answer three challenge questions for the password reset feature. In the event you forget your password, you can click on the "Forgot Password" hyperlink on the login screen. You will receive an email with a link back to Allegro where you will enter your User ID, then answer one of your challenge questions. You will then be able to enter a new password (twice) and be requested to log back in. The password must be alphanumeric; a minimum of 5 characters in length and is case sensitive. However, you must click on the hyperlink before the third attempt as you will be locked out of the system. The password is good for 80 days, after which time it will expire and you will again be prompted to enter a new one.

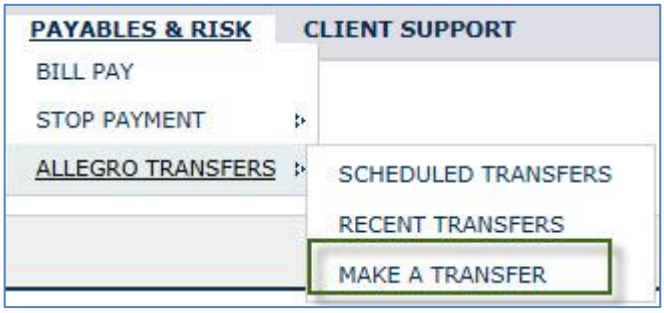
Login screen:



Password screen:

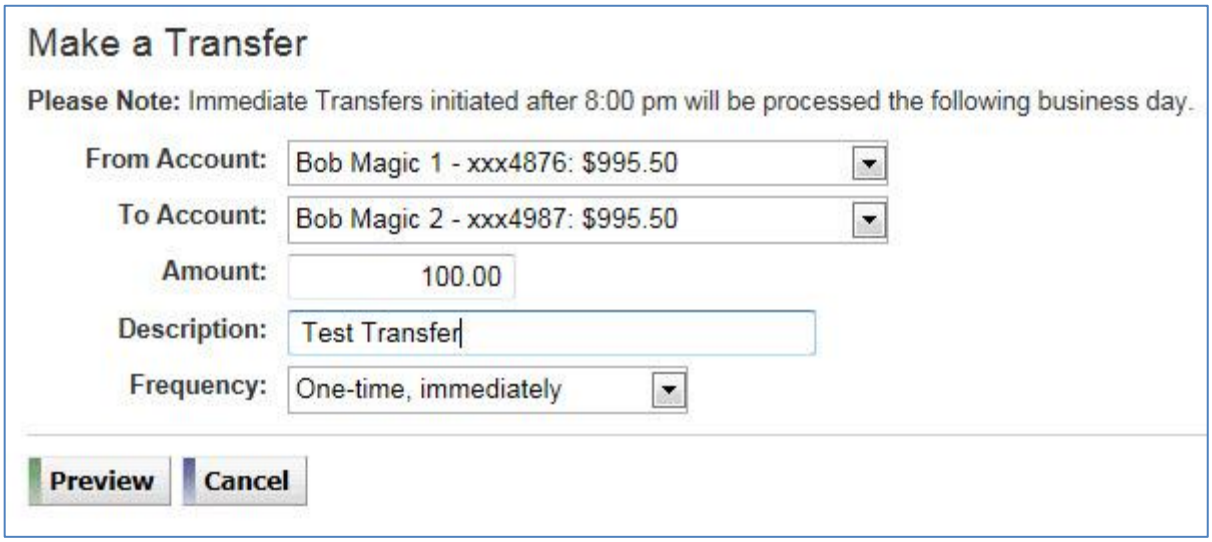


From your homepage, the services you are entitled to will appear within the menus along the top side. The transfer option can be located by clicking on the Payables & Risk menu and selecting Allegro Transfers. To complete a transfer, click on 'Make A Transfer'.



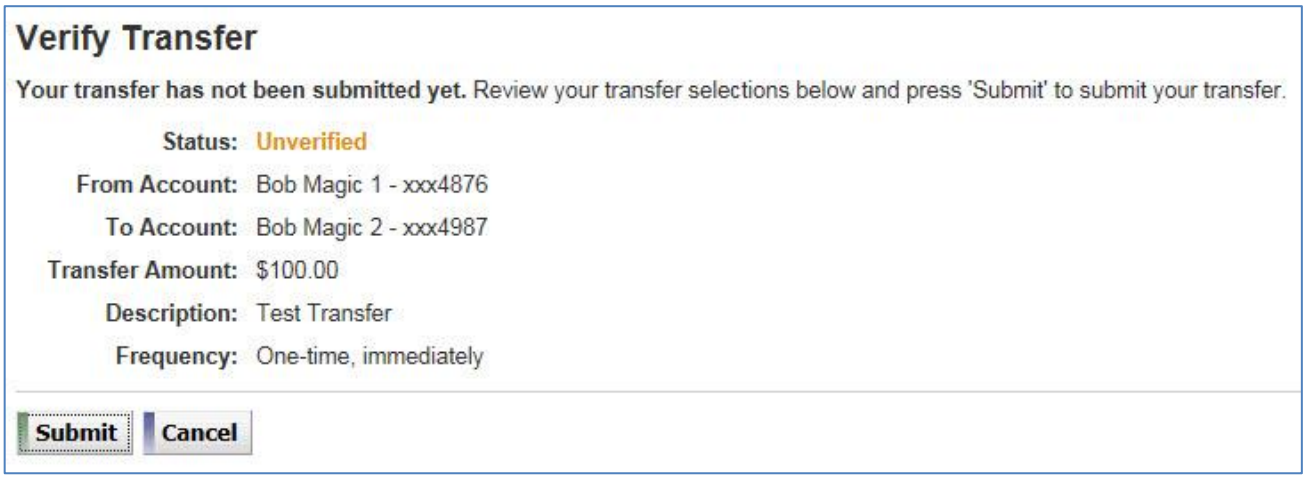
Allegro Transfer Menu

Once on the Make a Transfer screen, select from account, to account, amount, description and frequency. The text entered into the description field is what will be shown on your statement for the transaction. Once you have filled in all of the information, click on 'Preview 'to proceed to the next step.



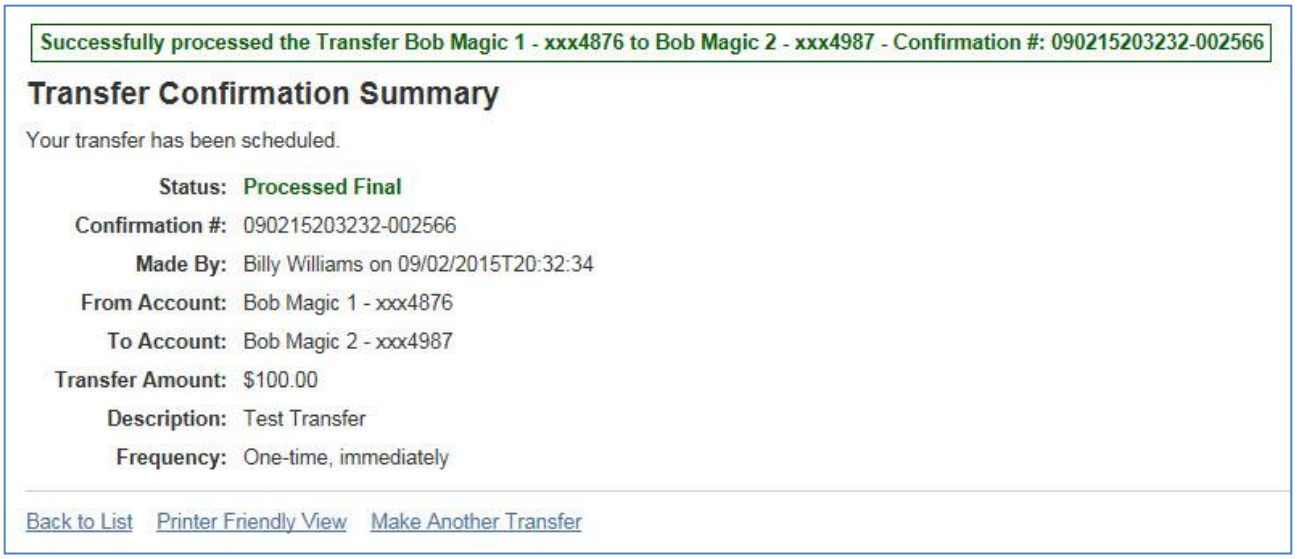
Make a Transfer Initial Screen

Once you reach the Verify Transfer screen, you can review the information before submitting it. Once you are ready to complete the transfer, click on the 'Submit' button. If you need to change the transfer, click on 'Cancel' to return to the previous screen.



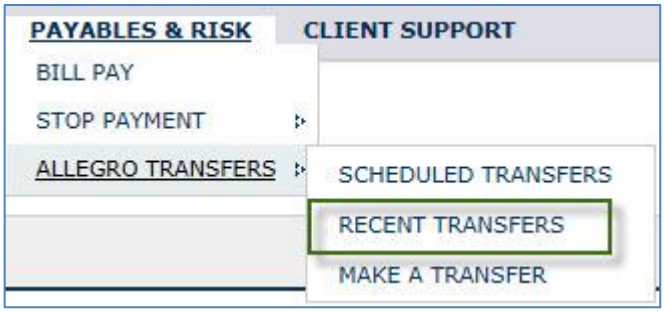
Verify Transfer Screen

Once you submit the transfer, the screen will display the status of the transfer. If it is successful, it will show a status of 'Processed Final'. If your transfer fails, it will remain as 'Unverified' for the status and will display an error message in red at the top of the page to show that the transfer was unsuccessful. If your transfers require a second user to approve them before being processed, the status on this final screen will display as 'In Review' and will require a second user to approve it on the Scheduled Transfers page.



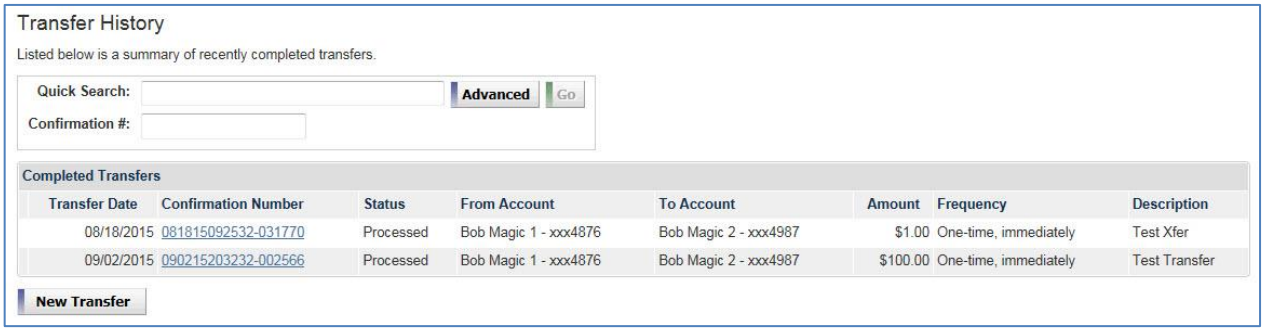
Transfer Confirmation Summary

To view recently completed transfers, you can click on the 'Recent Transfers' option within the Allegro Transfers menu.



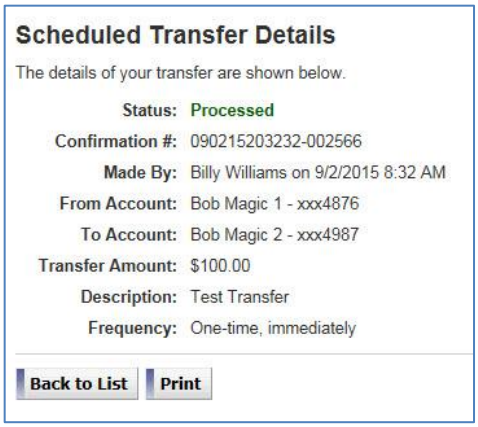
Allegro Transfers Menu

The landing page for Recent Transfers will show the 10 most recent transfers and details about each one. To view details for an individual transfer, click on the Confirmation Number.



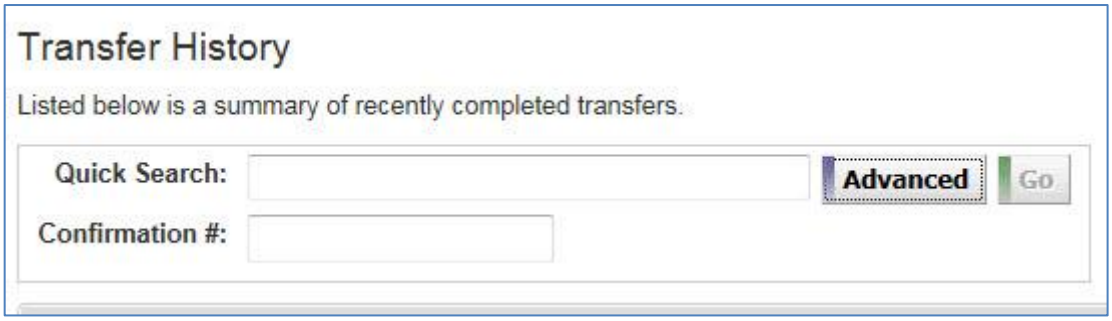
Recent Transfers Landing Page

The detail page will display the transfer and will give the option to print the information.



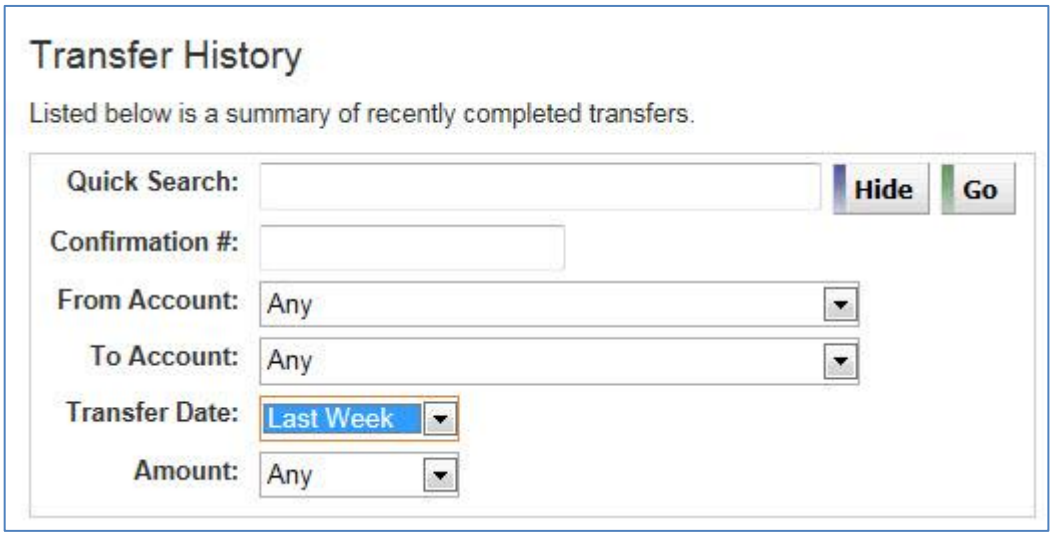
Transfer Details

You can click on the ‘Advanced’ button to search for recent transfers beyond the last 10 that are initially displayed on the screen.



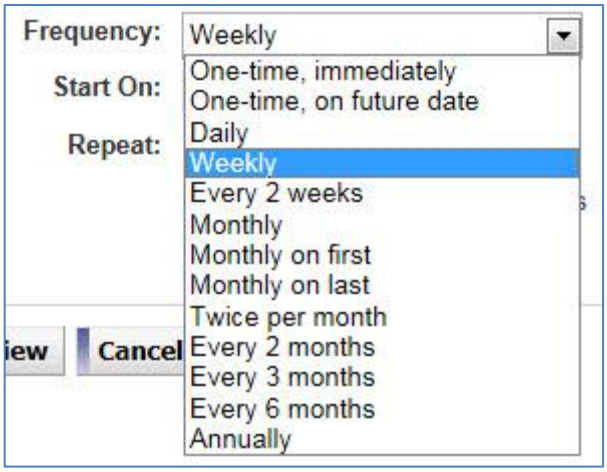
Transfer History Search Simple

Once you click on ‘Advanced’, you can select from several search options and then click on ‘Go’ to complete the search.



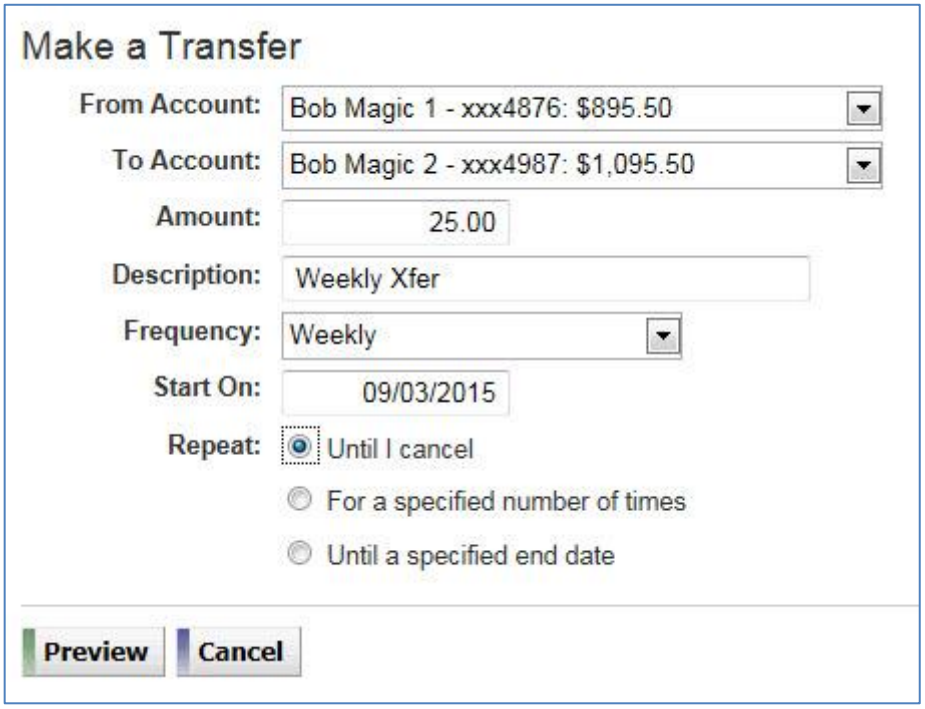
Transfer History Search Advanced

To schedule a future dated or recurring transfer, click on ‘Make A Transfer’ and input your information and select a frequency other than one time immediately.



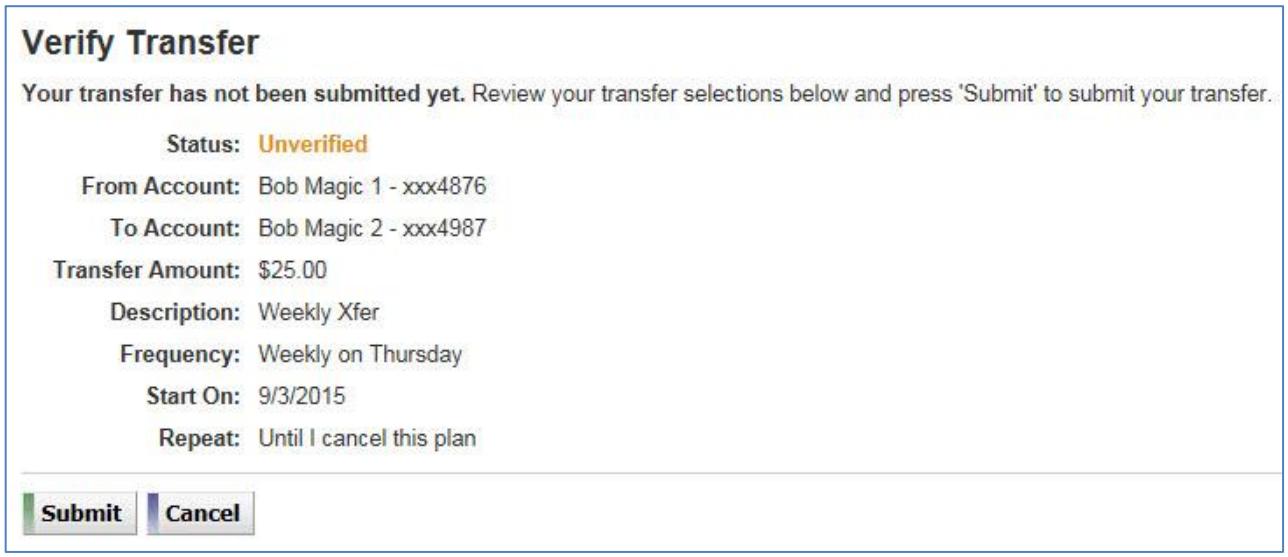
Available Frequency Options

Once you select a frequency, you will need to select a Start On date and the Repeat cycle. Once you are ready to schedule the transfer, click on ‘Preview’.



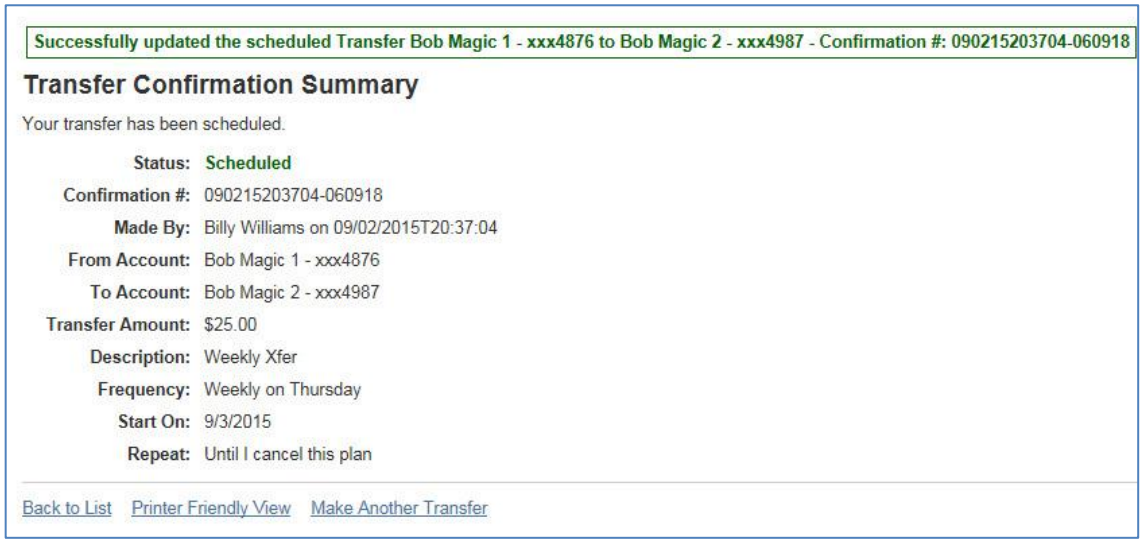
Recurring Transfer

The verify transfer screen will allow you to confirm your information before submitting the transfer. You can click on 'Submit' once you are ready to schedule the transfer or click on 'Cancel' to return to the previous screen and edit the information.



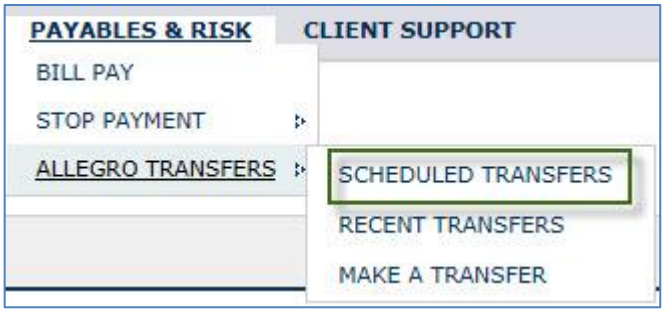
Verify Transfer

The screen will update and confirm that the transfer has been scheduled. The status will update to Scheduled. If your transfers require a second user to approve them, the status will show as In Review until a second user logs in and approves it from the Scheduled Transfers screen.



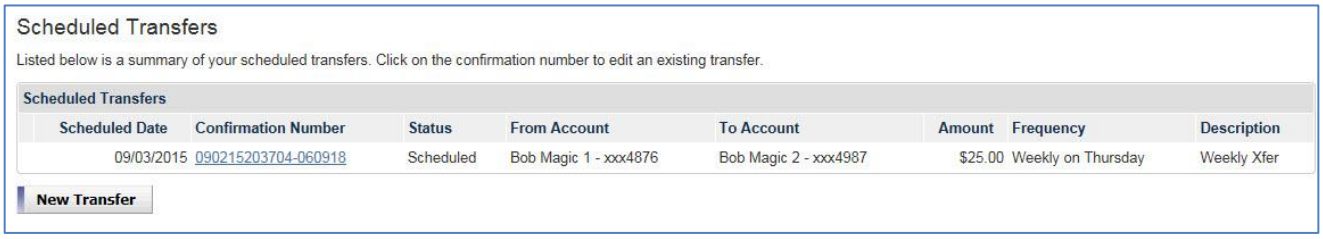
Scheduled Transfer Confirmation

To view your scheduled transfers, you can click on the 'Scheduled Transfers' option within the Allegro Transfers menu.



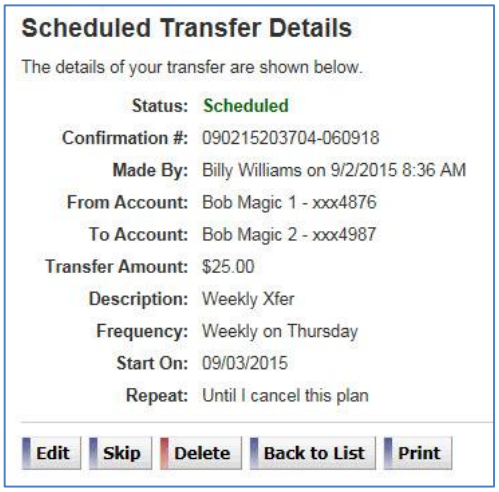
Scheduled Transfers

The Scheduled Transfers page is used to view any existing scheduled transfers and allows you to edit, skip or delete them. If your access requires a second user to approve all transfers, this page will display any transfers requiring approval by displaying them with a status of 'In Review'. Those transfers can be selected and either Approved or Rejected. If approved, they will update to a status of Scheduled. To edit a scheduled transfer click on the Confirmation Number.



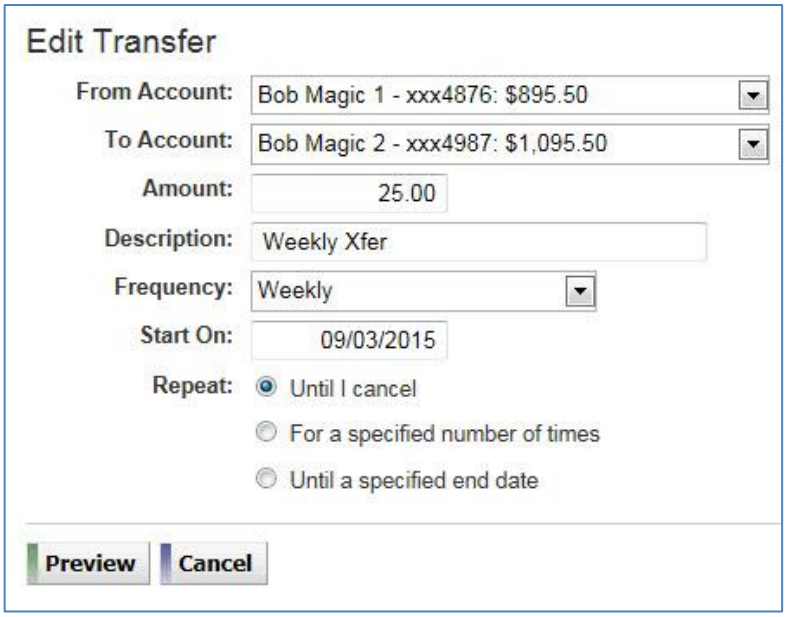
Scheduled Transfers

From this page, you can choose to edit the transfer, skip the next transfer in the series or delete the transfer.



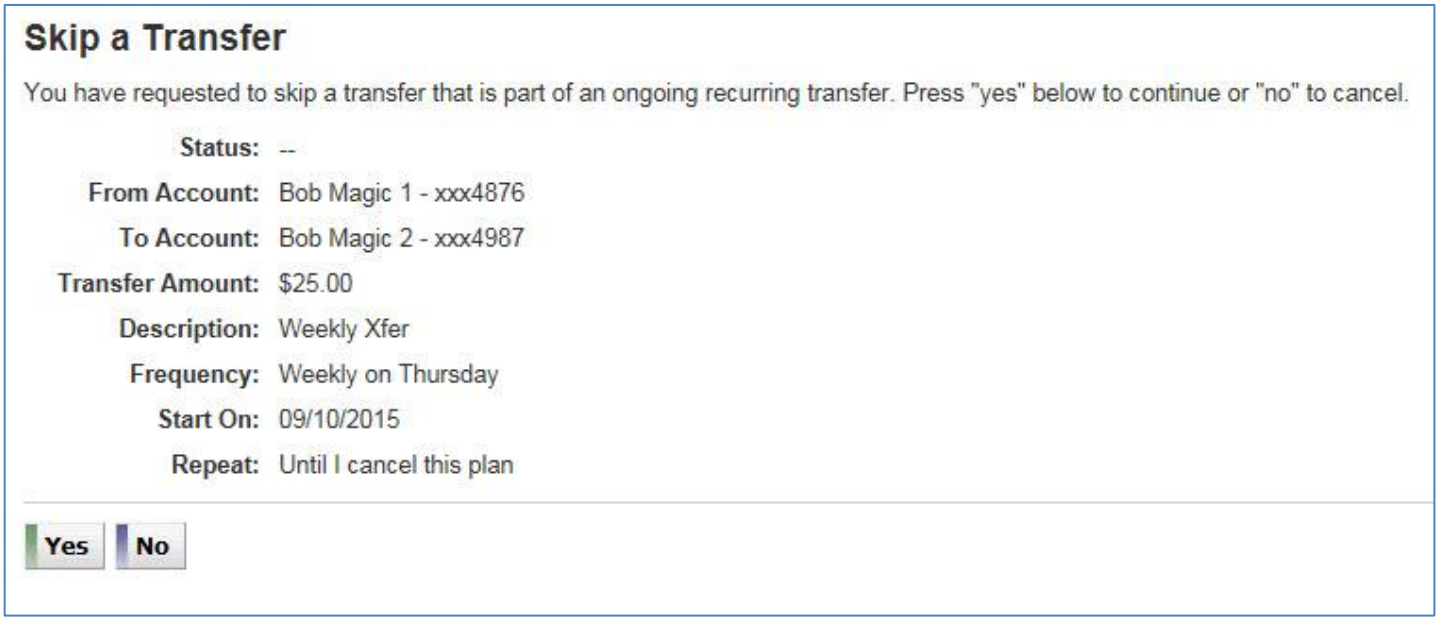
Scheduled Transfer Details

If you select Edit, you can then update any of the available fields within the transfer and will need to complete the steps listed above for scheduling a transfer.



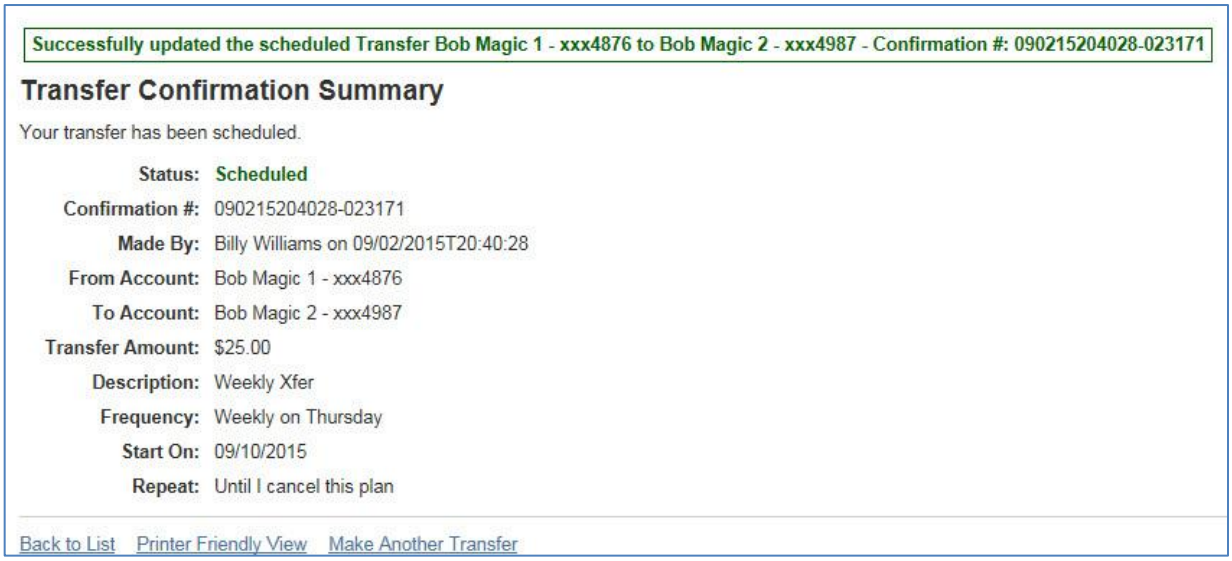
Edit Transfer

If you choose to skip the next transfer in the series, you will be prompted to confirm the change displayed on the screen with the Start On date updated to the next date following the one being skipped.



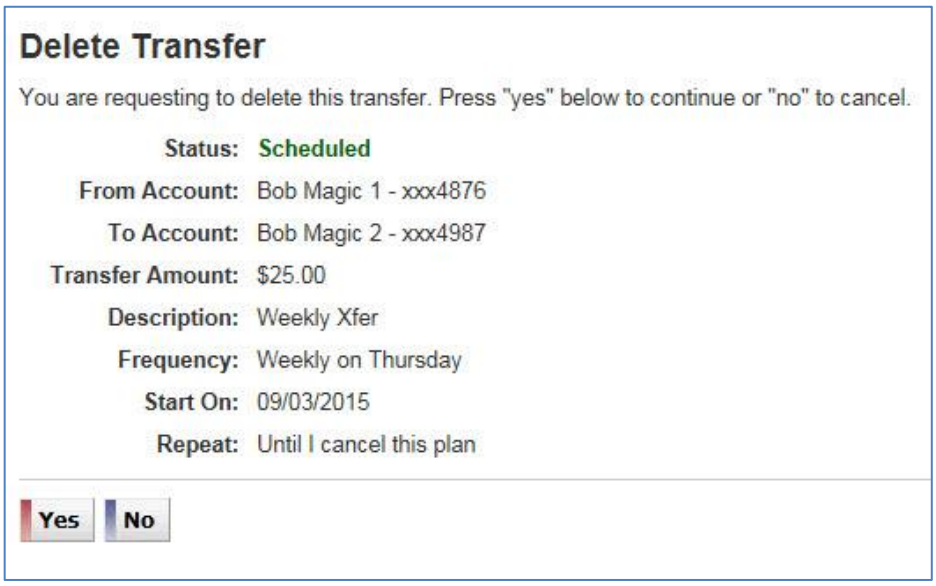
Skip a Transfer

Once you click on Yes, the screen will update to confirm that the transfer has been updated with the new Start On date.



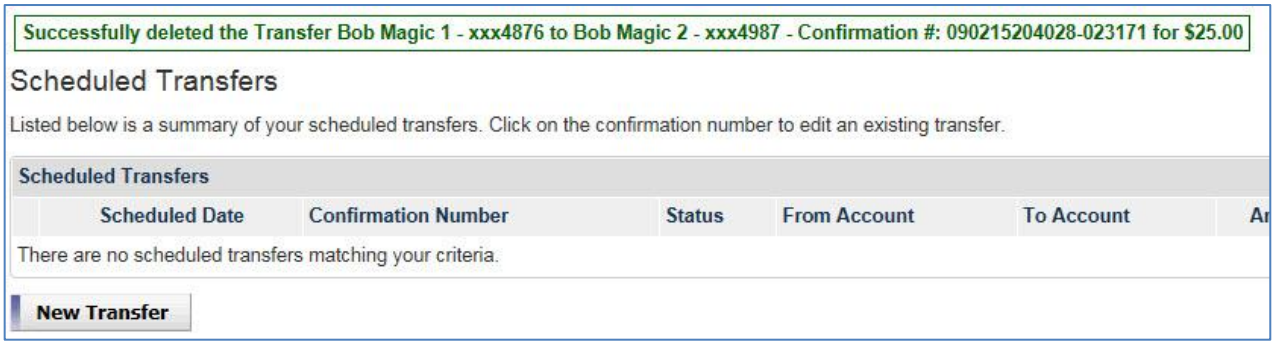
Skip Transfer Confirmation

If you choose to delete the transfer, you will be prompted to confirm the request to delete the transfer.



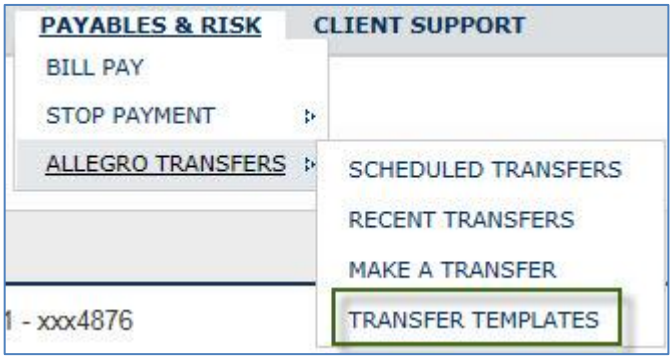
Delete Transfer

Once you click on Yes, a confirmation message will display to show the transfer was deleted, and the transfer will no longer display in the scheduled transfer list.



Delete Transfer Success

If you are needing to submit several transfers during your session, Transfer Templates allows you to submit those in a more efficient manner than submitting them one at a time within 'Make a Transfer'.



Transfer Templates

There are two main tabs within transfer templates:

Template Groups: This allows you to save templates for future use if you are frequently submitting transfers that are almost always the same each time you submit them.

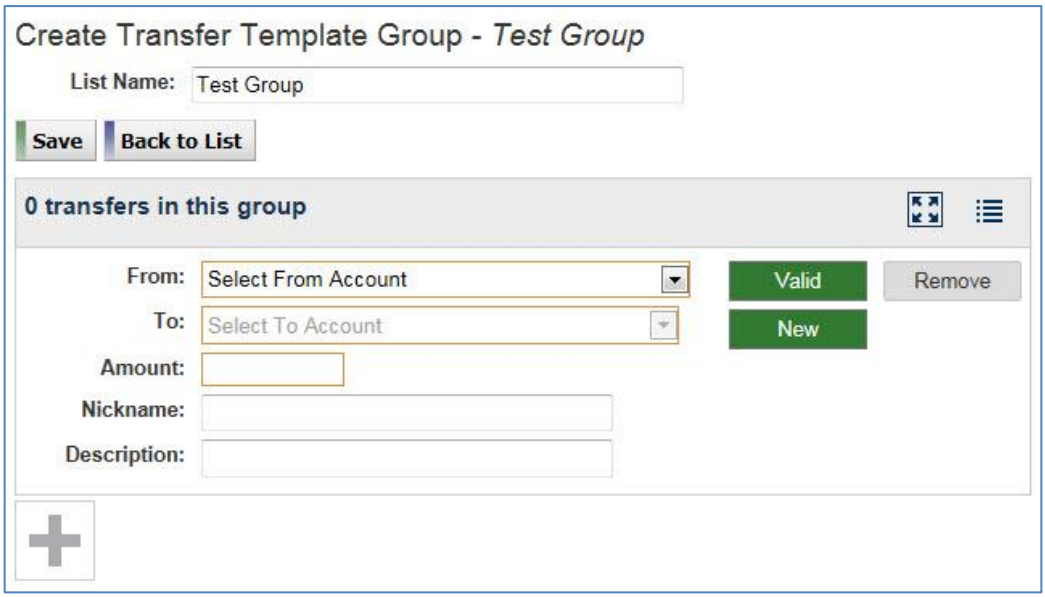
All Transfer Templates: This tab serves two main functions. It allows you to see and run all of your saved templates across all groups without having to go into each group separately. It also allows you to run multiple ad-hoc transfers without having to save them.

The first step to creating transfer templates is to create a template group by clicking on 'New Template Group' from the landing page for Transfer Templates.



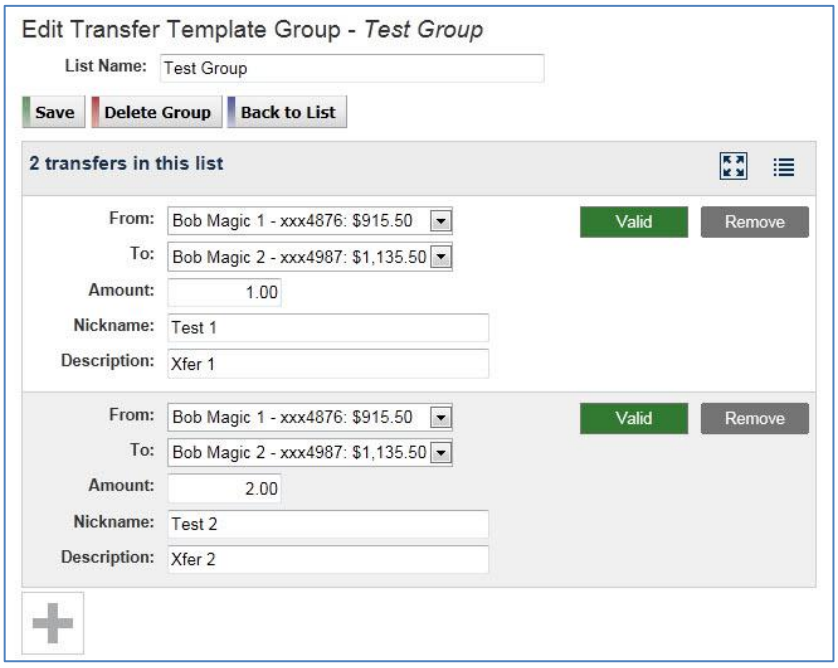
Template Group

On the group creation screen, you will need to name the group and then begin adding transfer templates to the group. To add more transfers to the group click on the '+' sign. Similar to single transfers, the text entered into the description field is what will be shown on your statement for the transaction.



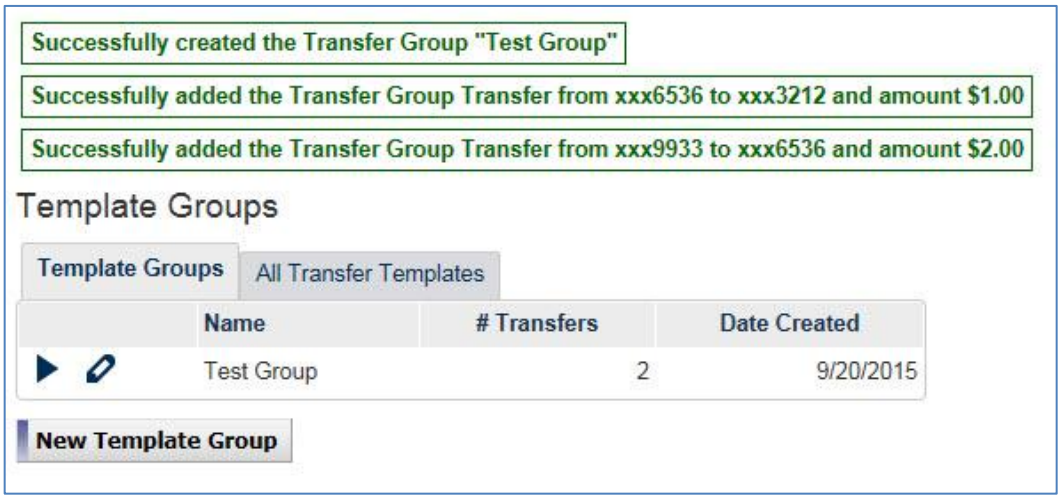
Group Creation Landing Page

Once you have entered the information for all of your templates, you will need to click on ‘Save’.



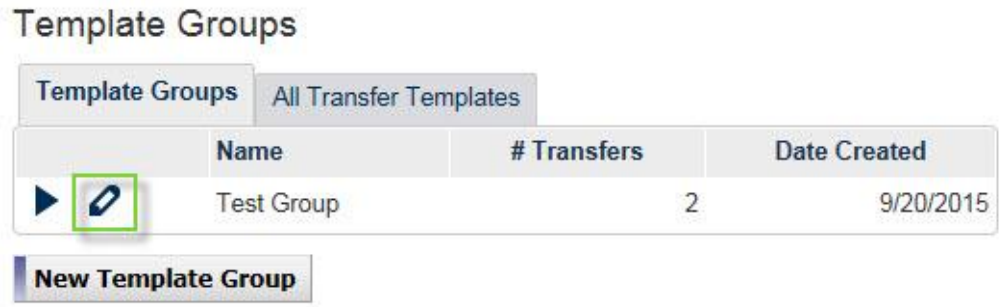
Group Creation with Transfer Information

Once you click on ‘Save’, you will be returned to the template landing page which will display the success message for saving the group and any transfers within the group. Your template Groups list will also display the saved group.



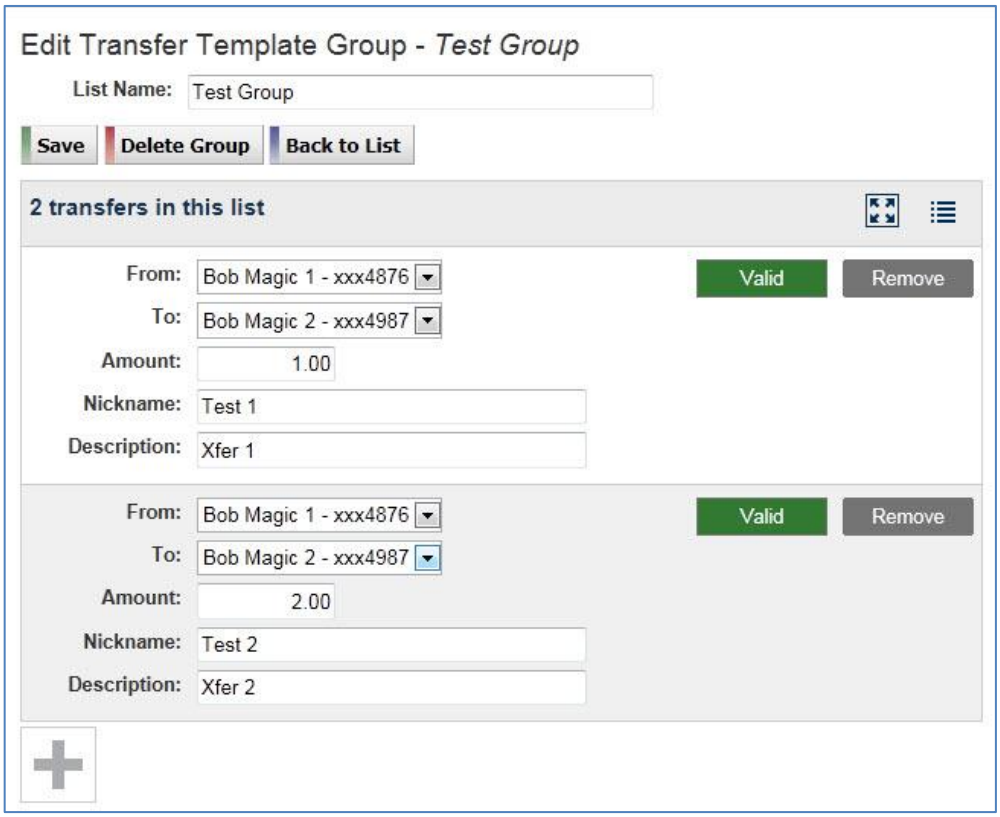
Saved Group

To edit a transfer group, click on the edit icon to the left of the group name.



Edit Group

Editing a group allows you to delete the group, delete or edit individual templates or add additional templates to the group.



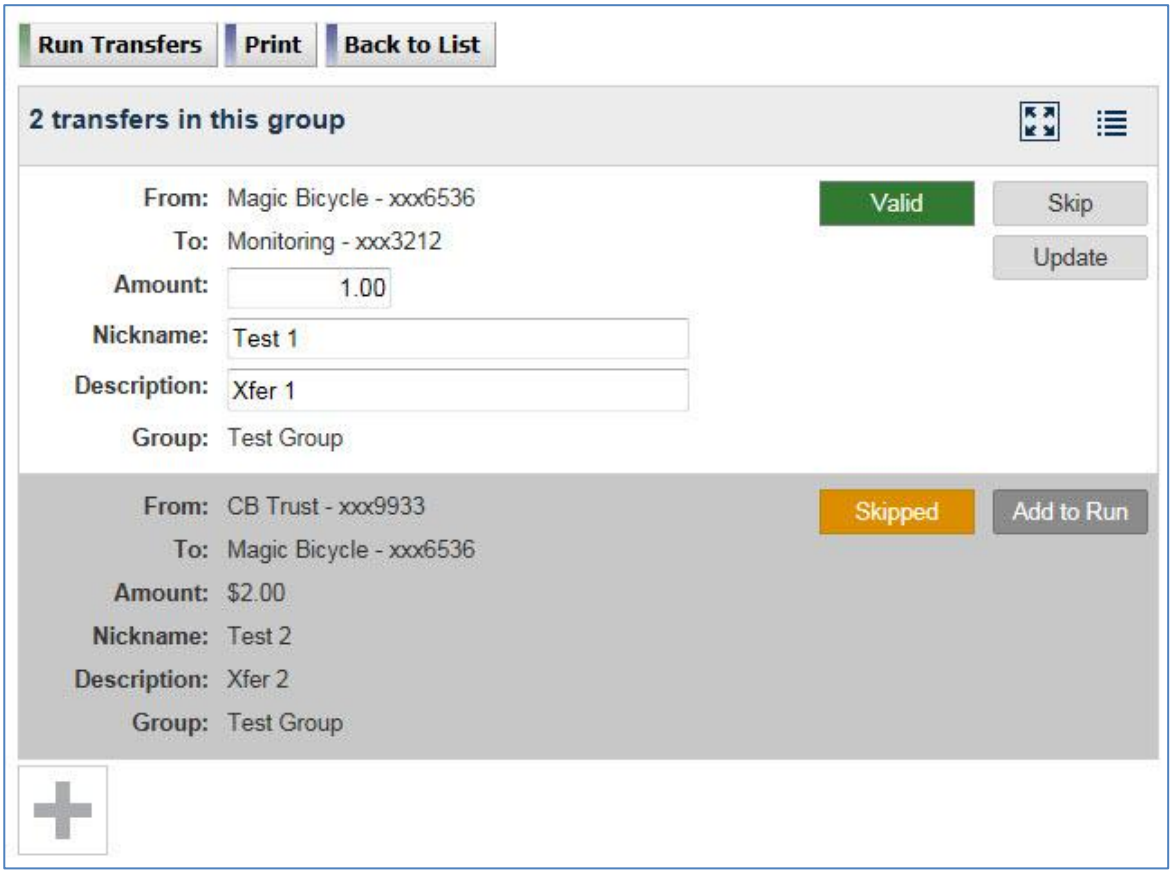
Edit Transfer Group

To submit transfers from within a group, click on the Preview & Run icon to the left of the group name.



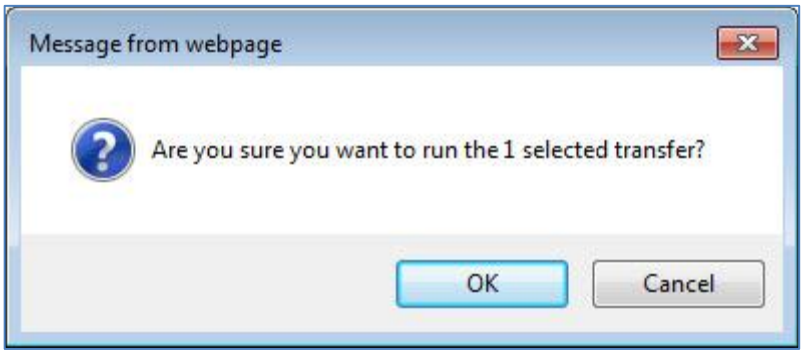
Preview and Run

From the Preview & Run screen, you can select which transfers you want to submit or skip from the group, by leaving them as 'Valid' or clicking on 'Skip'. You can also enter a new dollar amount and description for this instance of the transfer. When you are ready to submit the transfer you can click on 'Run Transfers'.



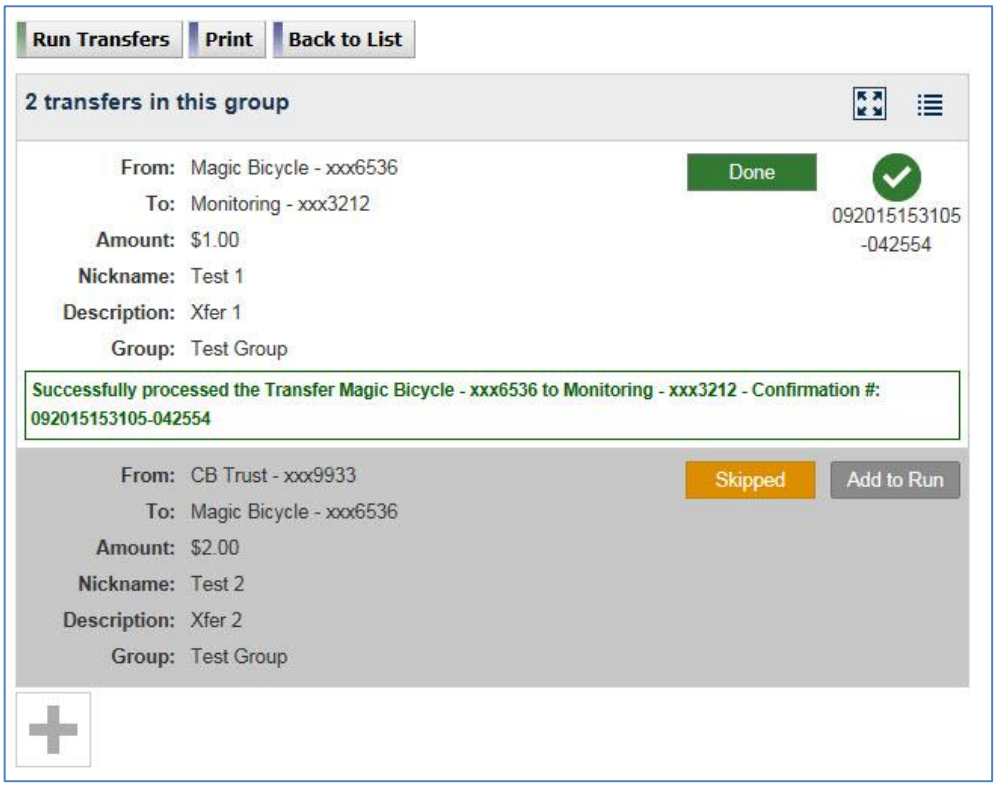
Run Transfers

You will then be required to confirm that you want to run the transfers.



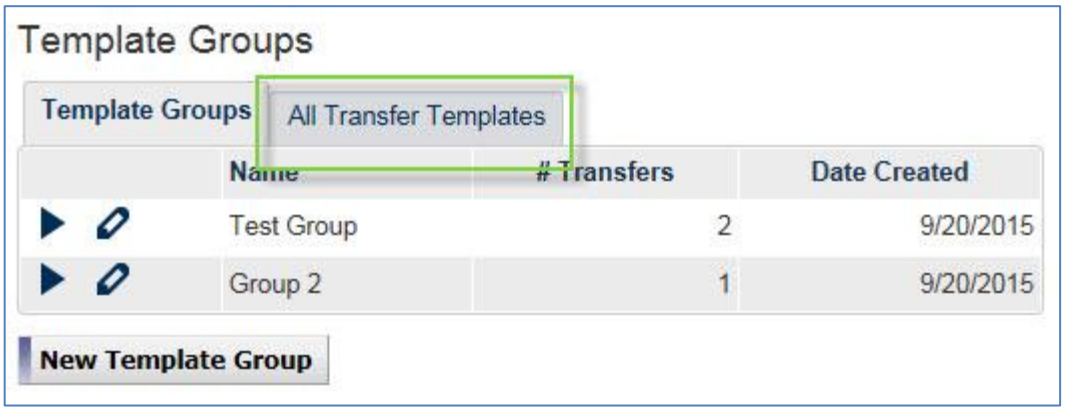
Run Transfer Confirmation

Once you click ok on the confirmation screen, the transfers in 'Valid' status will begin to run. As the system progresses through the list, you will see either a success or failure message within each transfer. If your company requires a second user to approve transfers, this step will place them in the scheduled transfers list with a status of 'In Review' and will require the second user to log in and approve from the scheduled transfers list.



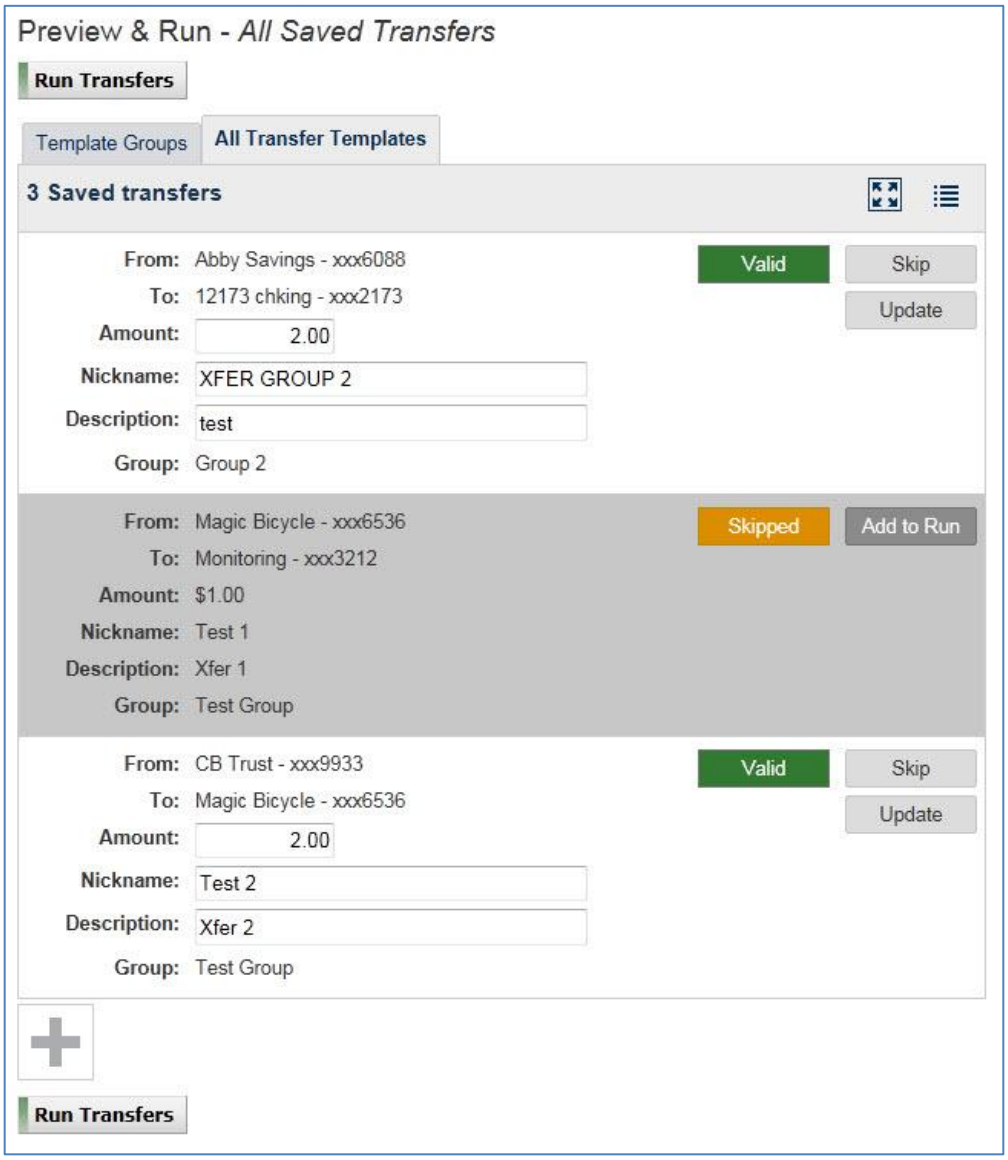
Successful Run

If you create multiple groups and need to run transfers out of each group without wanting to have to click into each group separately, you can click on the 'All Transfer Templates' tab or you can use this tab to run several ad-hoc transfers without having to save them to a group first.



All Transfer Templates

This tab will show all of your saved templates and allows you to run them from this screen.



All Templates Screen

Treasury Management Client Support

1-800-329-0289 | Monday – Friday, 7 a.m. – 6 p.m., CST or treasurymanagement@cadencebank.com

Web Lockbox
Allegro! Access
Quick Reference Guide

Cadence Bank Treasury Management – April 2017

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Chapter 1 – Quick Reference to Allegro! Web Lockbox

1.1 Overview

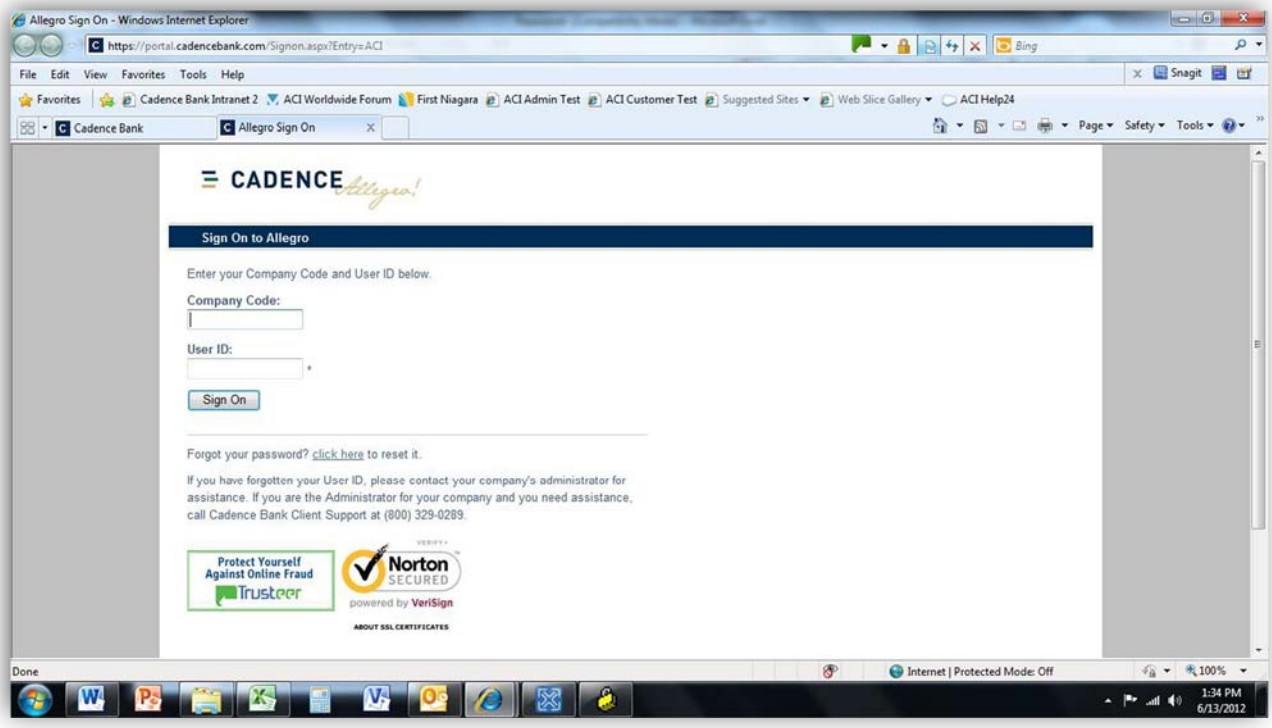
This document is designed to serve as a quick reference of Allegro! Web Lockbox and provides a high-level description for a quick start to using the functions.

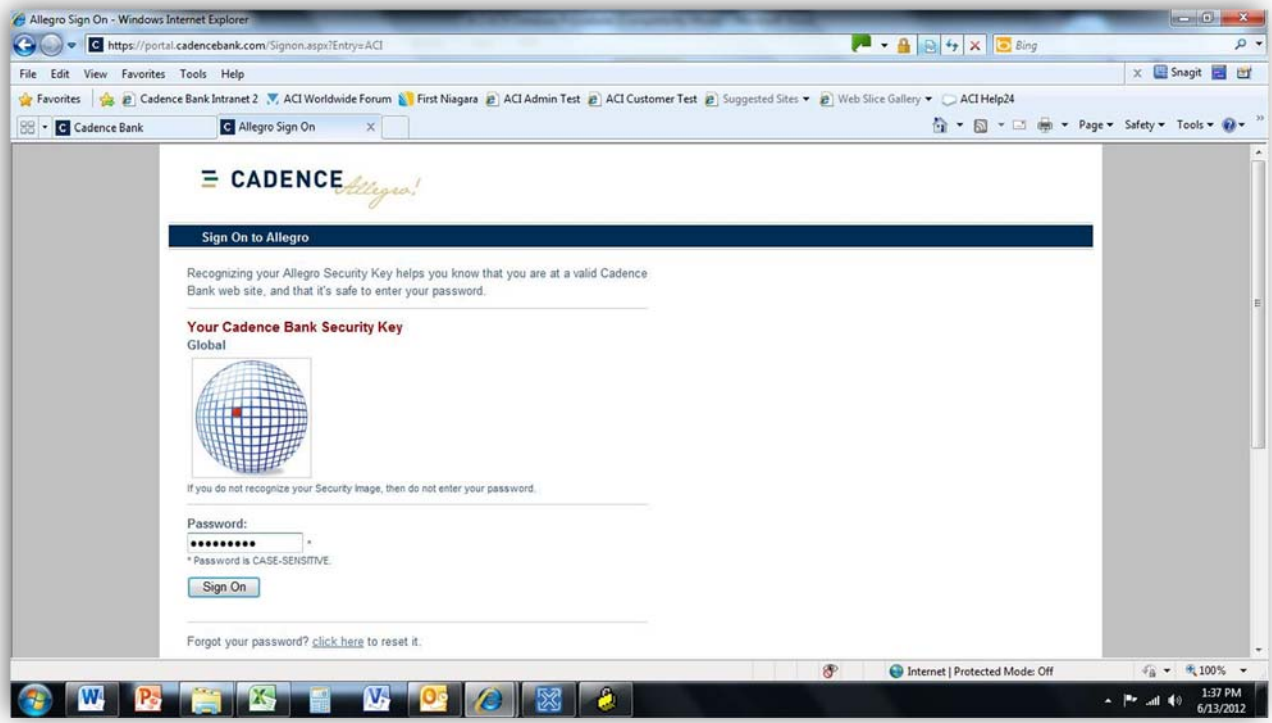
Chapter 2 – Allegro! Access

2.1 Allegro! Login

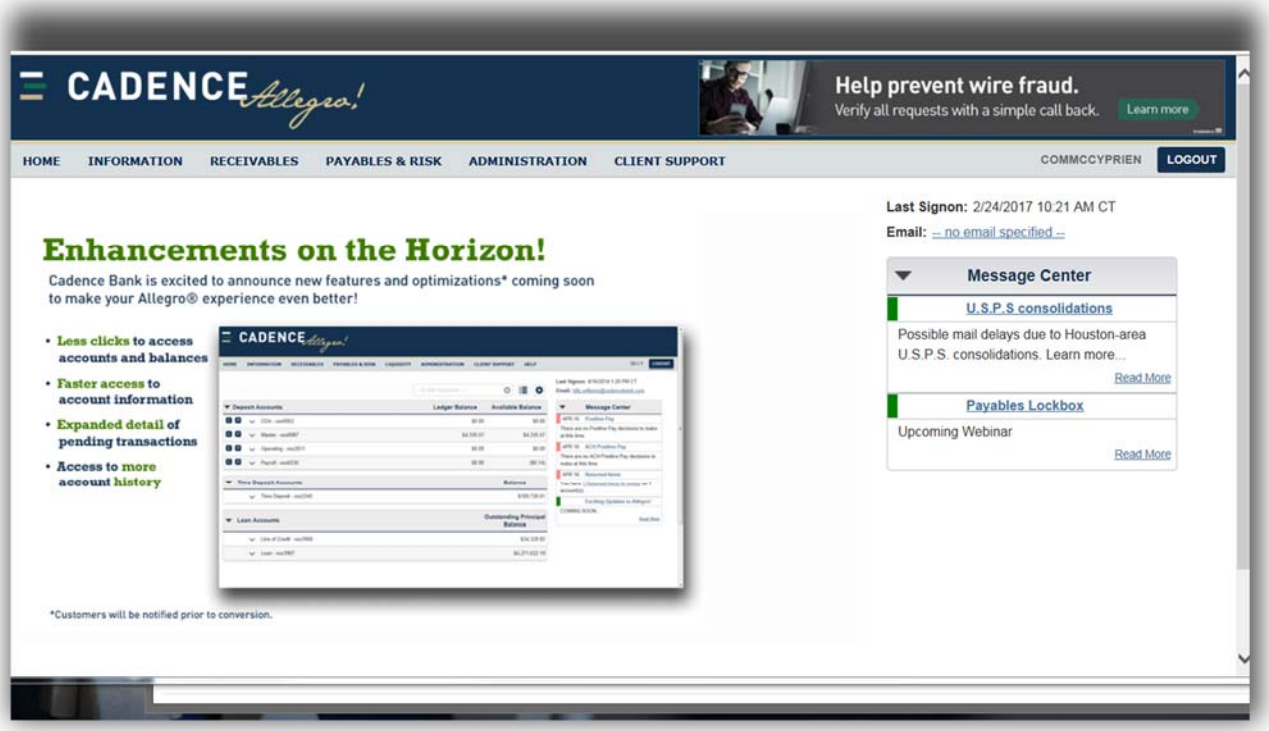
To access Cadence Bank's Treasury Management Online Portal Allegro!™, begin at the Cadence Bank homepage on the Internet, http://www.cadencebank.com. On the left side of the screen there is the Login Center, select "Allegro". The login screen will display. Type in your Company Code and User ID, these credentials were provided to you in the secure email. Next, a screen with your security image will display and an area for your password.

When you initially login, you will be prompted to select a Security Key and Security Text. You will also be prompted to choose and answer three challenge questions for the password reset feature. In the event you forget your password, you can click on the "click here" hyperlink adjacent to "Forgot your password" on the login screen. You will receive an email with a link back to Allegro where you will enter your Company Code and User ID, then answer one of your challenge questions. You will then be able to enter a new password (twice) and be requested to log back in. The password must be alphanumeric; must be between 6 and 15 characters in length, is case sensitive, contain no spaces, and cannot be the same as any of your previous 5 passwords. However, you must click on the "Forgot your password" hyperlink before the third attempt as you will be locked out of the system. The password is good for 60 days, after which time it will expire and you will again be prompted to enter a new one.





From your homepage, Services you are entitled to will appear within the Function drop down menus along the left side.



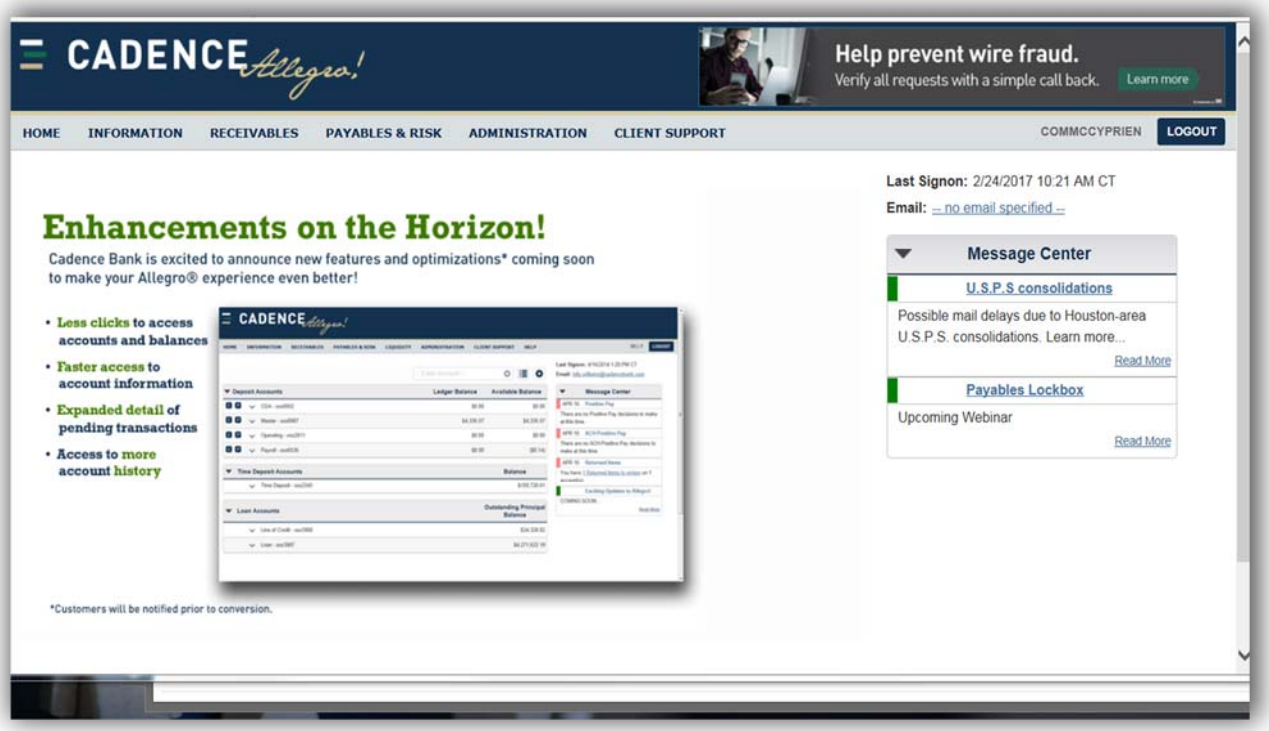
Chapter 3 – Web Lockbox Access

3.1 Allegro! Web Lockbox

Web Lockbox provides access to receivables payment information and images of the payment documents. The payment information is updated throughout the day; this is because lockbox mail is received throughout the day. Therefore as lockbox mail is received and processed, the batches of processed payments are added to Web Lockbox.

Web Lockbox link is found in the Receivables services group shown below in figure 3.1.1. To use Web Lockbox, click on the Lockbox link; as shown in the example below.

Figure 3.1.1



3.2 Web Lockbox Home Page

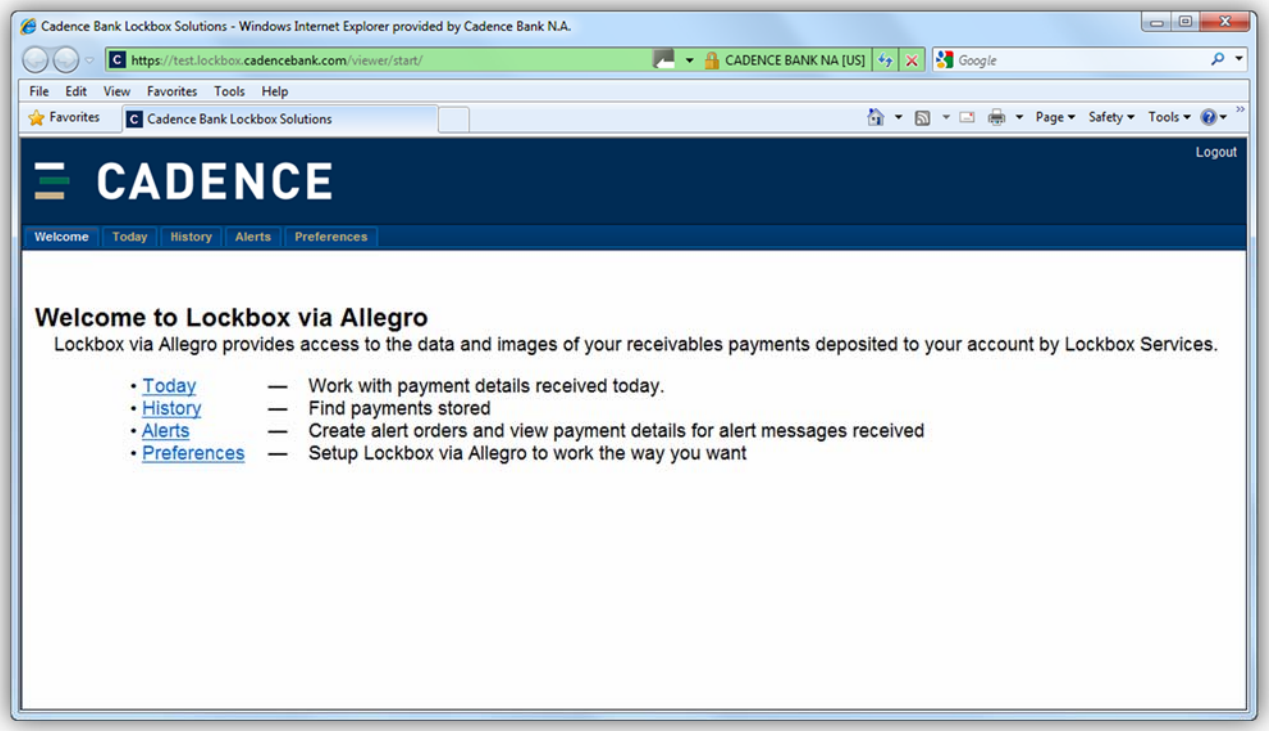
After clicking on the Lockbox link, a new window will open and will display the preferred starting module; refer to 3.6 Preferences for discussion on setting the starting module. Figure 3.2 shows the Welcome to Lockbox screen as the starting module.

There are 5 modules in Web Lockbox:

- Welcome – home page for Web Lockbox
- Today – for working with payments received on the day of access
- History – for researching payments previously processed and stored (payments are stored for up to 7 years)
- Alerts – email and/or SMS text alert messages can be setup to notify you when a payment is received
- Preferences – tailor the behavior of Web Lockbox to suit your usage

Navigation to the modules in Web Lockbox is easy, simply click on the desired tab (below the Cadence Bank logo) or by the blue hyperlinks in the body of the page.

Figure 3.2



The following sections explain modules:

- Today
- History
- Alerts
- Preferences

3.3 Today

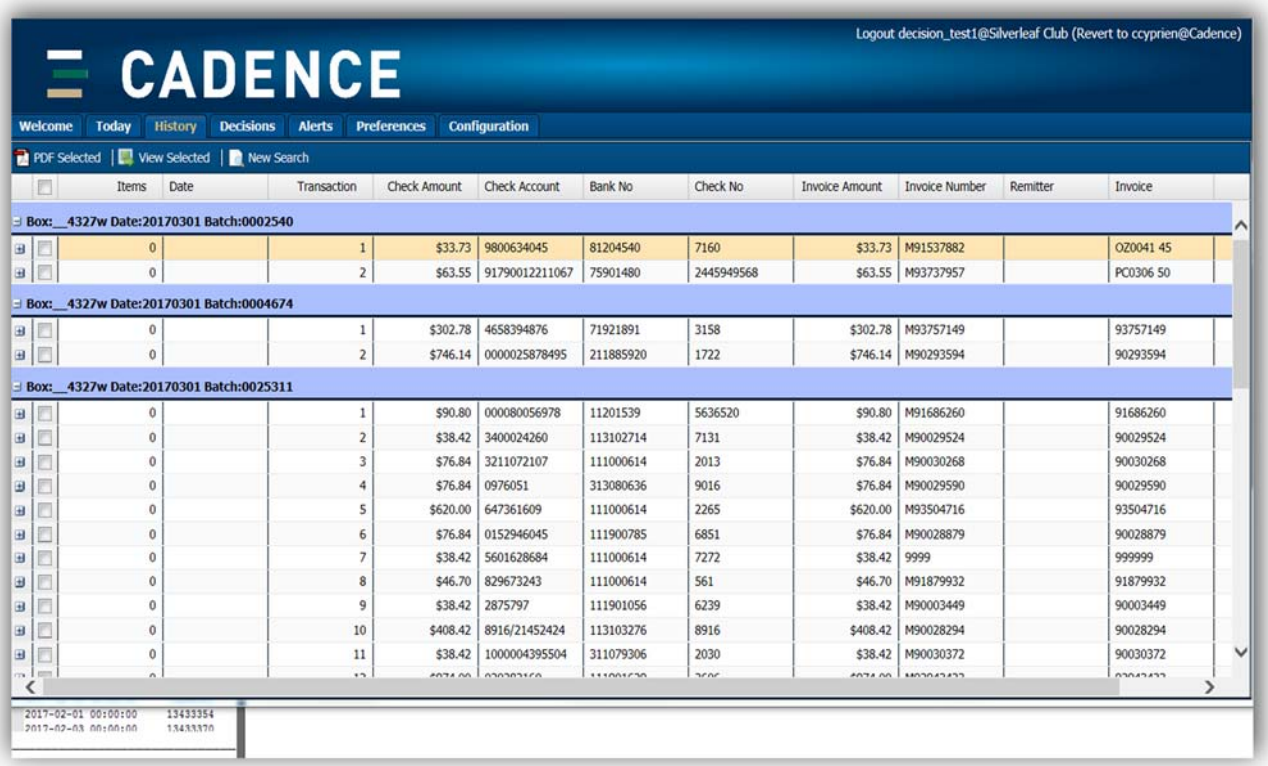
The Today module presents the details for payments received today or for previous day's activity.

3.3.1 Batch Summary and Batch List

The module will present the payment information only for a single date, either the current date or for a previous date. Conversely, the History module allows for searches that can return payment transactions from multiple dates.

Since lockbox processing occurs throughout the day, the information in Today is updated throughout the day; through the cutoff time. Today will first display a summary and list of batches of the payments processed for the day (selected), by lockbox.

Figure 3.3.1

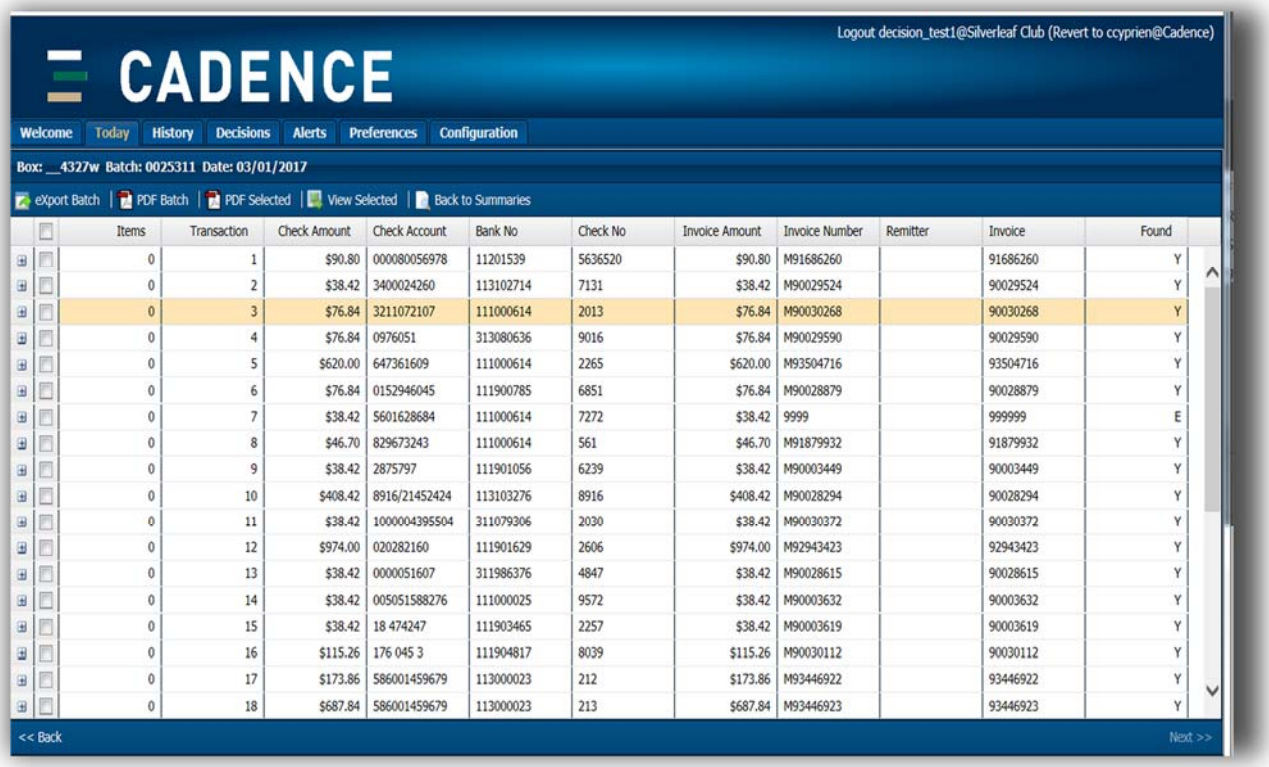


From the batch list, double click on a row to drill down to the transaction details.

3.3.2 Batch Payment List

The payment detail list displays the transactions in the batch selected. The (Lock)box, batch numbers, and date are display below the navigation tabs. Below in figure 3.3.2 the box/batch/date identification are function buttons for viewing the images in native TIFF or pdf image formats. Click on the “back to summaries” button to navigate to the Batch Summary and Batch List view, as shown in figure will and a back button at the lower left corner.

Figure 3.3.2



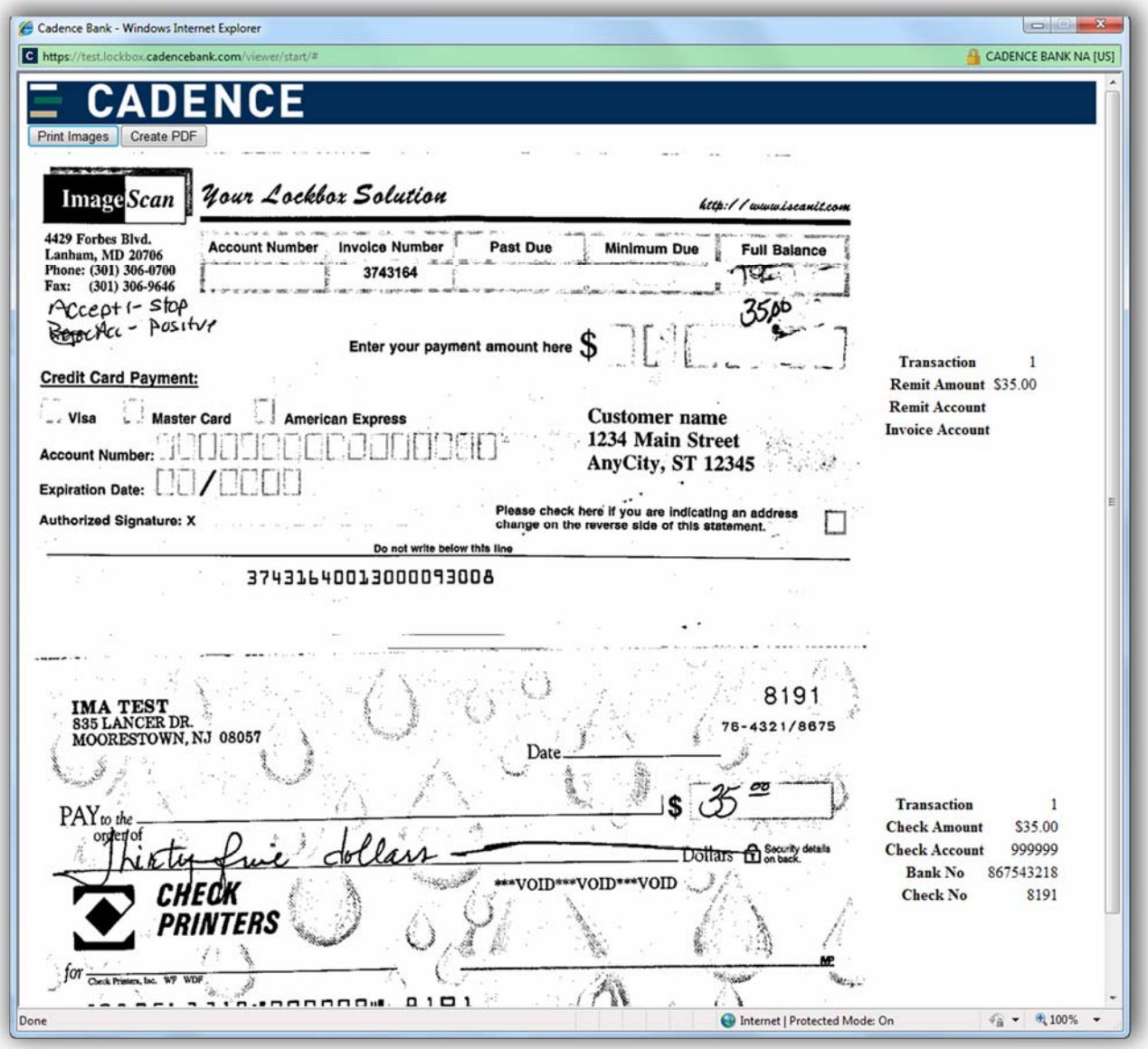
Items	Transaction	Check Amount	Check Account	Bank No	Check No	Invoice Amount	Invoice Number	Remitter	Invoice	Found
0	1	$90.80	000080056978	11201539	5636520	$90.80	M91686260		91686260	Y
0	2	$38.42	3400024260	113102714	7131	$38.42	M90029524		90029524	Y
0	3	$76.84	3211072107	111000614	2013	$76.84	M90030268		90030268	Y
0	4	$76.84	0976051	313080636	9016	$76.84	M90029590		90029590	Y
0	5	$620.00	647361609	111000614	2265	$620.00	M93504716		93504716	Y
0	6	$76.84	0152946045	111900785	6851	$76.84	M90028879		90028879	Y
0	7	$38.42	5601628684	111000614	7272	$38.42	9999		999999	E
0	8	$46.70	829673243	111000614	561	$46.70	M91879932		91879932	Y
0	9	$38.42	2875797	111901056	6239	$38.42	M90003449		90003449	Y
0	10	$408.42	8916/21452424	113103276	8916	$408.42	M90028294		90028294	Y
0	11	$38.42	1000004395504	311079306	2030	$38.42	M90030372		90030372	Y
0	12	$974.00	020282160	111901629	2606	$974.00	M92943423		92943423	Y
0	13	$38.42	0000051607	311986376	4847	$38.42	M90028615		90028615	Y
0	14	$38.42	005051588276	111000025	9572	$38.42	M90003632		90003632	Y
0	15	$38.42	18 474247	111903465	2257	$38.42	M90003619		90003619	Y
0	16	$115.26	176 045 3	111904817	8039	$115.26	M90030112		90030112	Y
0	17	$173.86	586001459679	113000023	212	$173.86	M93446922		93446922	Y
0	18	$687.84	586001459679	113000023	213	$687.84	M93446923		93446923	Y

The payment list has columns for the fields of information and rows for the payments. In figure 3.3.2 from left to right the columns of information are: item (document) count, transaction number, check amount, check account number, check bank routing number, check number, remittance invoice amount, and remitter name. Transactions with multiple documents have a “+” sign displayed, clicking on the + sign expands the view to reveal rows for each item (document) in the transaction. The checkbox on the left is for selecting some or all of the transactions in the batch for image viewing. To view the transaction images either click on the buttons (after clicking on one or more checkboxes) above the payment list or double click on a transaction row.

3.3.3 Payment Document Image(s)

The transaction images will be displayed in a pop-up window as shown below in figure 3.3.3. If there are multiple documents in the transaction, or if there were multiple transactions were selected to view, use the scroll bar on the right side of the window and scroll down to view the other transactions.

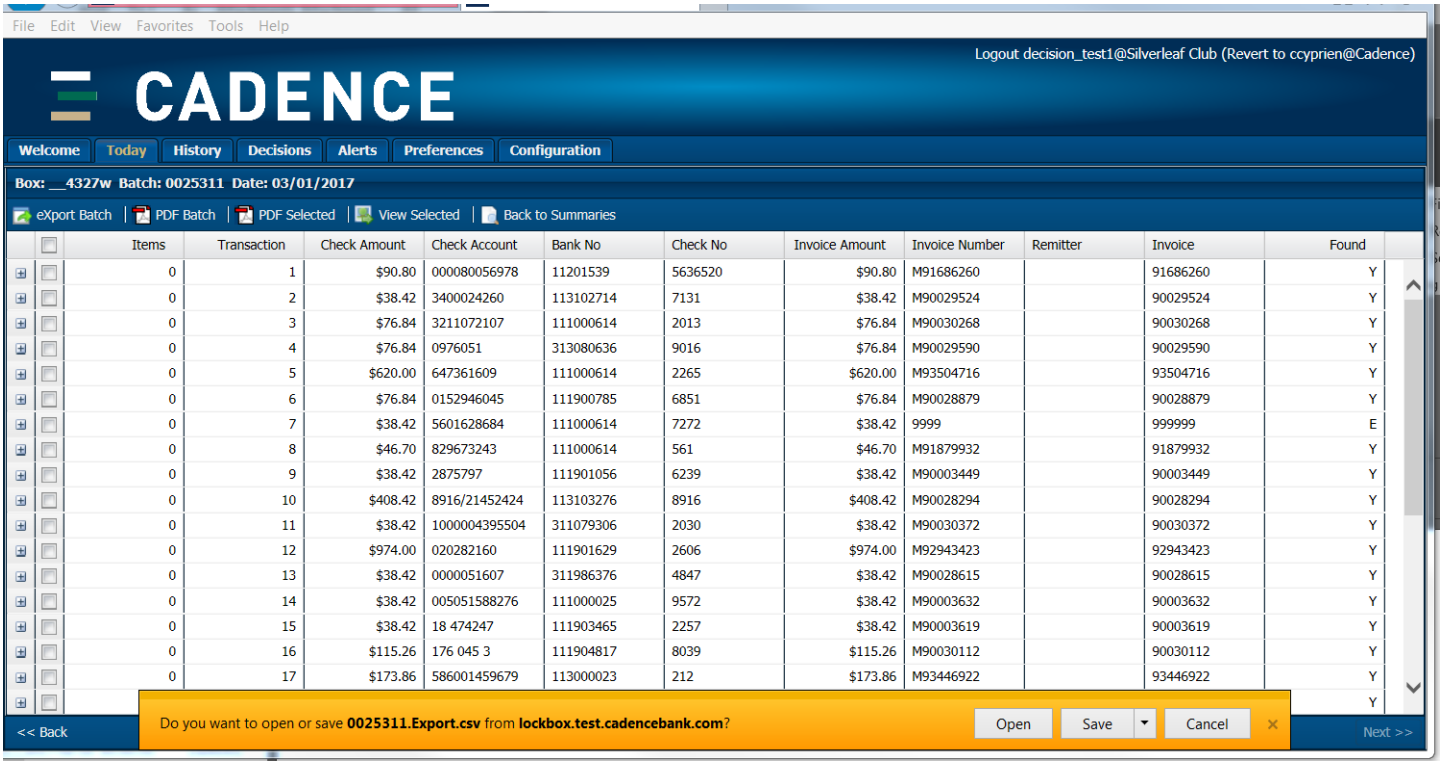
Figure 3.3.3



The images can be printed by clicking on the print images button.

3.3.4 eXport Batch

To export a selected batch to a csv file, click on the eXport Batch tab. Click on open to view the file. Click on save to save the file to an external drive.



	A	B	C	D	E	F
1	Batch Nun	Date	Type	Check Nun	Account Number	Amount
2	25311	3/1/2017	Correspon	N/A	M91686260	90.8
3	25311	3/1/2017	Check	5636520	80056978	90.8
4	25311	3/1/2017	Correspon	N/A	M90029524	38.42
5	25311	3/1/2017	Check	7131	3400024260	38.42
6	25311	3/1/2017	Correspon	N/A	M90030268	76.84
7	25311	3/1/2017	Check	2013	3211072107	76.84
8	25311	3/1/2017	Correspon	N/A	M90029590	76.84
9	25311	3/1/2017	Check	9016	976051	76.84
10	25311	3/1/2017	Correspon	N/A	M93504716	620
11	25311	3/1/2017	Check	2265	647361609	620
12	25311	3/1/2017	Correspon	N/A	M90028879	76.84
13	25311	3/1/2017	Check	6851	152946045	76.84
14	25311	3/1/2017	Correspon	N/A	9999	38.42

3.4 History

The History function provides the capability to search the lockbox payment archive.

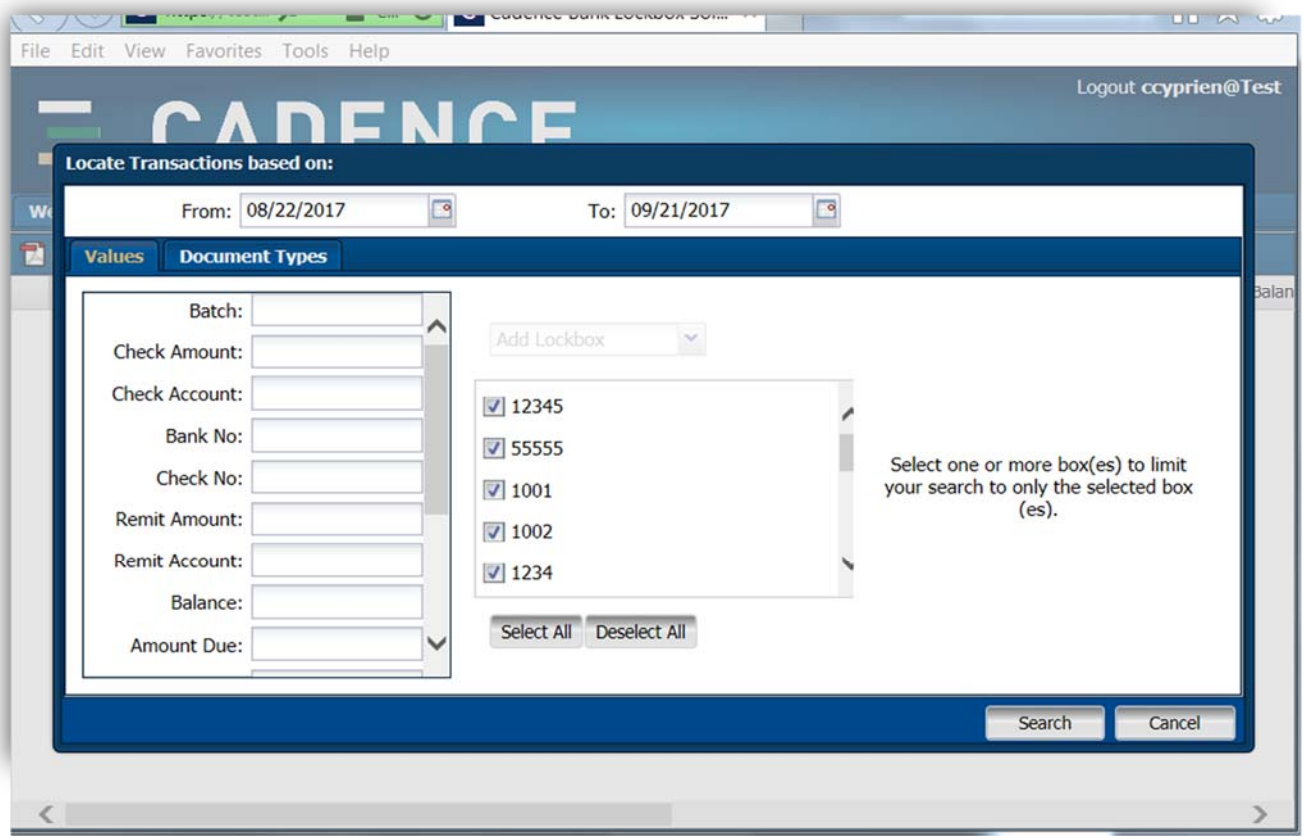
3.4.1 History Search Values Entry

Shown below in figure 3.4.1 is an example of the screen. In figure 3.4.1 the Values tab is shown. Enter the search values for the fields shown.

Note that the fields displayed for your lockbox will specific to the fields processed and are custom to lockbox setup as documented in the service exhibit.

Enter the search value(s) and click “search” to begin the search of the transaction(s) that match the selection values. Click into the field may display how-to help on the right describing the entry format and search effect.

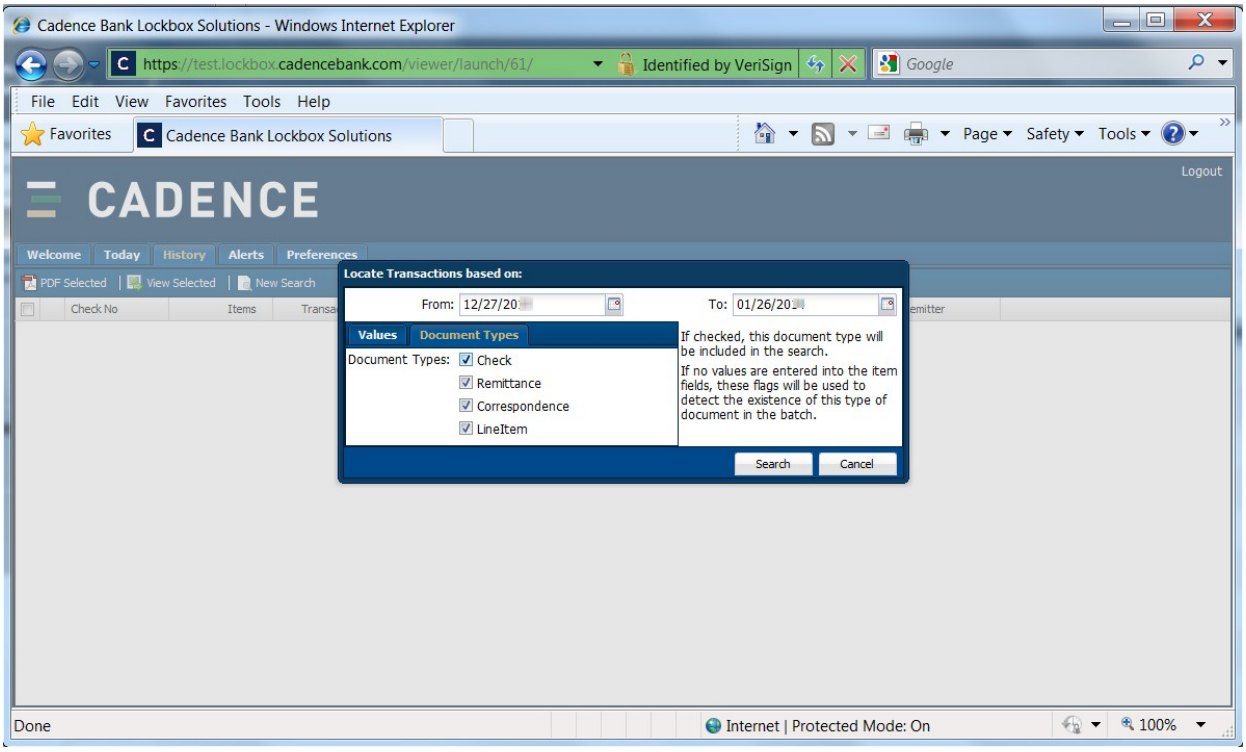
Figure 3.4.1



3.4.2 History Search Document Types Entry

Shown below in figure 3.4.2 is an example of the History Search screen. In figure 3.4.2 the Document tab is shown. Click on the checkboxes to include or exclude the document from the search.

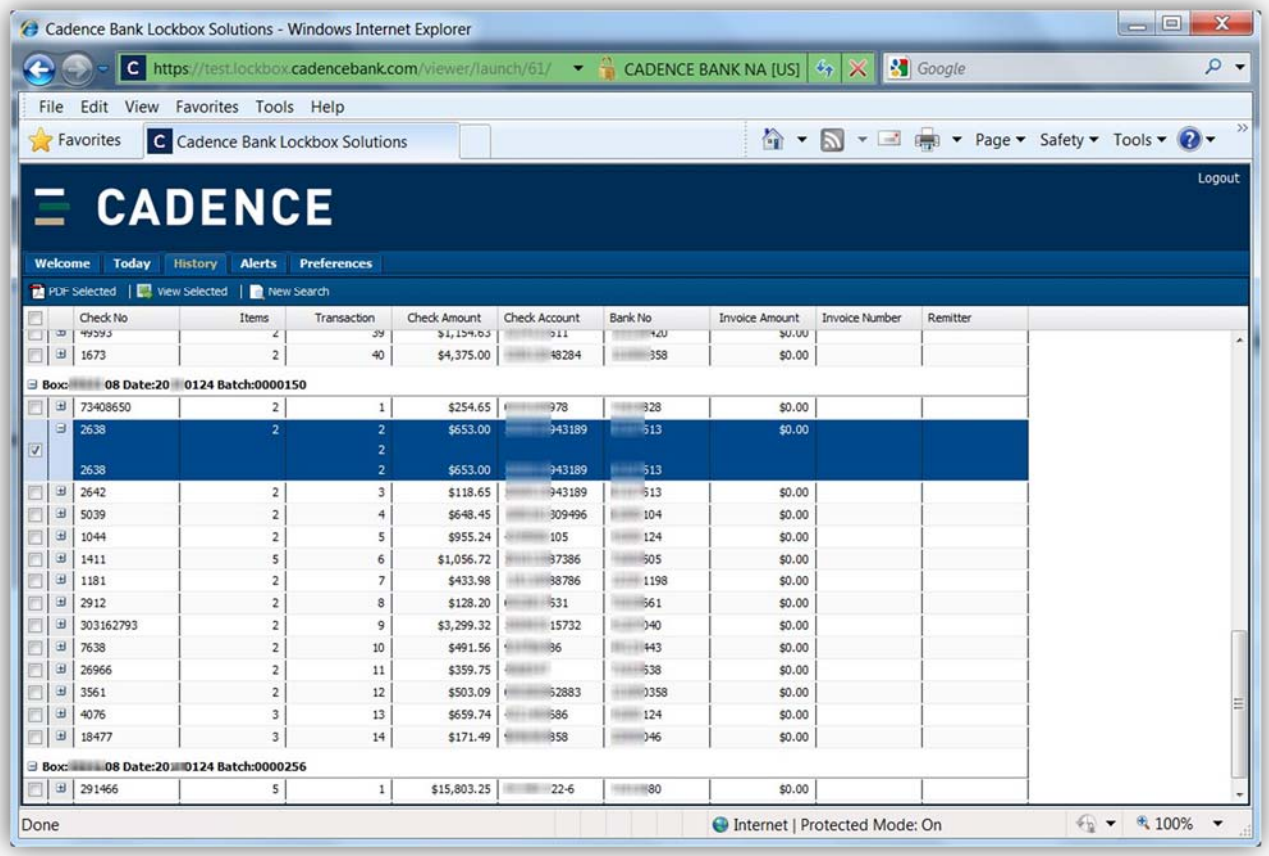
Figure 3.4.2



3.4.3 History Search Results Display

Transactions matching the search values will be display as shown below. The image viewing buttons and checkboxes, and double clicking on a row function the same way as described previously in this Quick Reference Guide.

Figure 3.4.3



3.5 Alerts

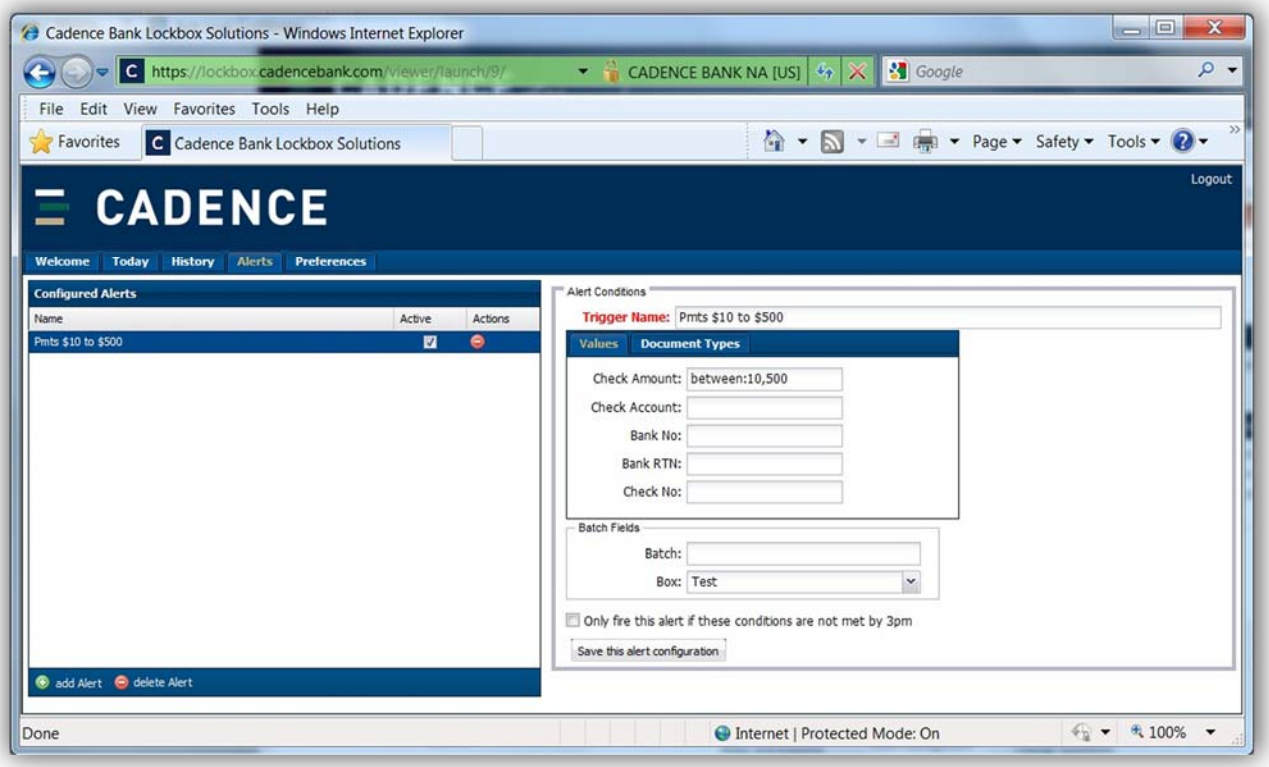
The Alerts function provides the creation, change, and deletion of alert orders. Shown below in figure 3.5 is an example alert setup that will notify the user when a payment is received for any amount of $10.00 or up to and including $500.00.

To add an alert, click on the “add Alert” button; enter the alert name in the pop-up box click “OK”. Then enter the selection values in the Alert Conditions area and click the “Save this alert configuration” button.

To delete an alert, click on the “delete Alert” button and click “Yes” in the confirm delete pop-up box.

To inactivate or activate, click on the checkbox under the “Active” heading in the Configured Alerts area.

Figure 3.5



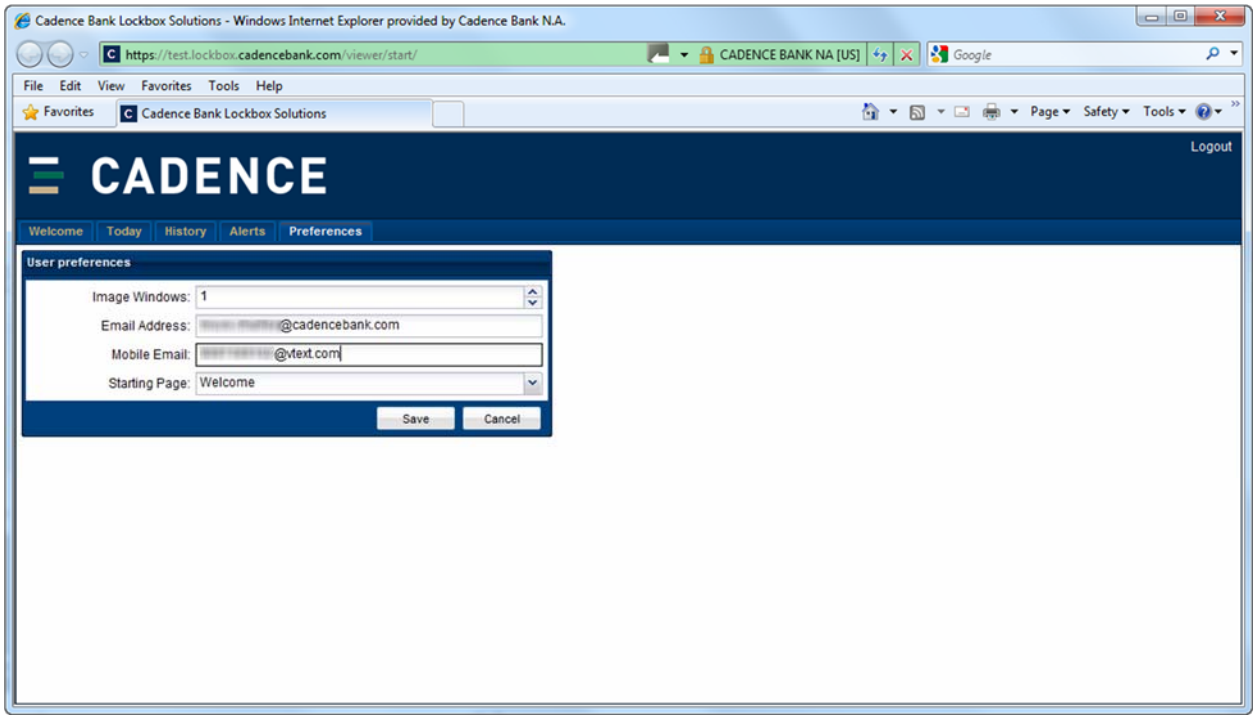
3.6 Preferences

The Preferences module contains four controls to change the default settings shown in figure 3.6.

- Image windows may be set to 1 to 5, meaning if the setting is 2 there can be 2 windows for viewing images.
- Email Address – enter your email address
- Mobile Email – enter your mobile email address, this will route SMS text messages to your mobile phone

  Both Email and Mobile Email are used for the alert notification messages sent to the user when a new alert message needs to be sent you for transaction(s) posted to Web Lockbox; alerts are also displayed on the Allegro! home page in the My Alerts section.
- Starting page may be set to any of these four modules: Welcome, Today, History, or Alerts

Figure 3.6



CADENCE BANK

Web Returns
Quick Reference Guide

Cadence Bank Treasury Management – February 2015

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Chapter 1 – Quick Reference to Allegro!™ Web Returns

1.1 Overview

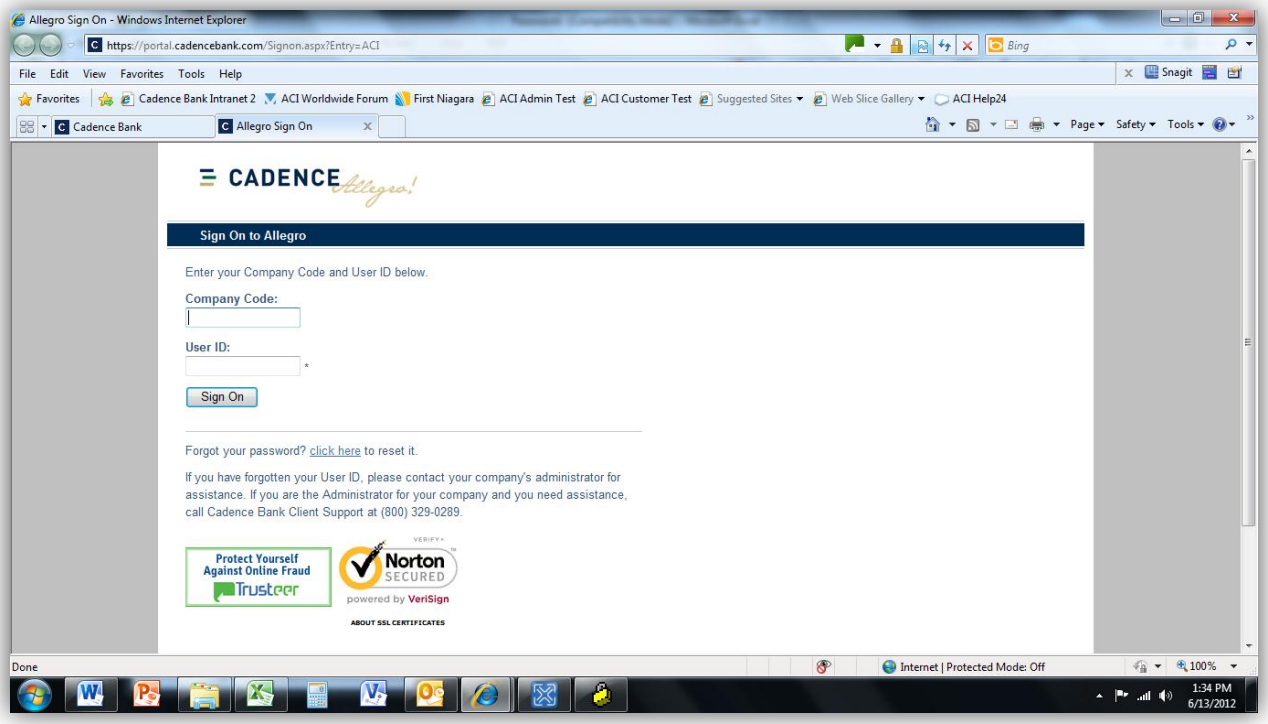
This document is designed to serve as a quick reference of Allegro Web Returns and provides a high-level description for a quick start to using the functions.

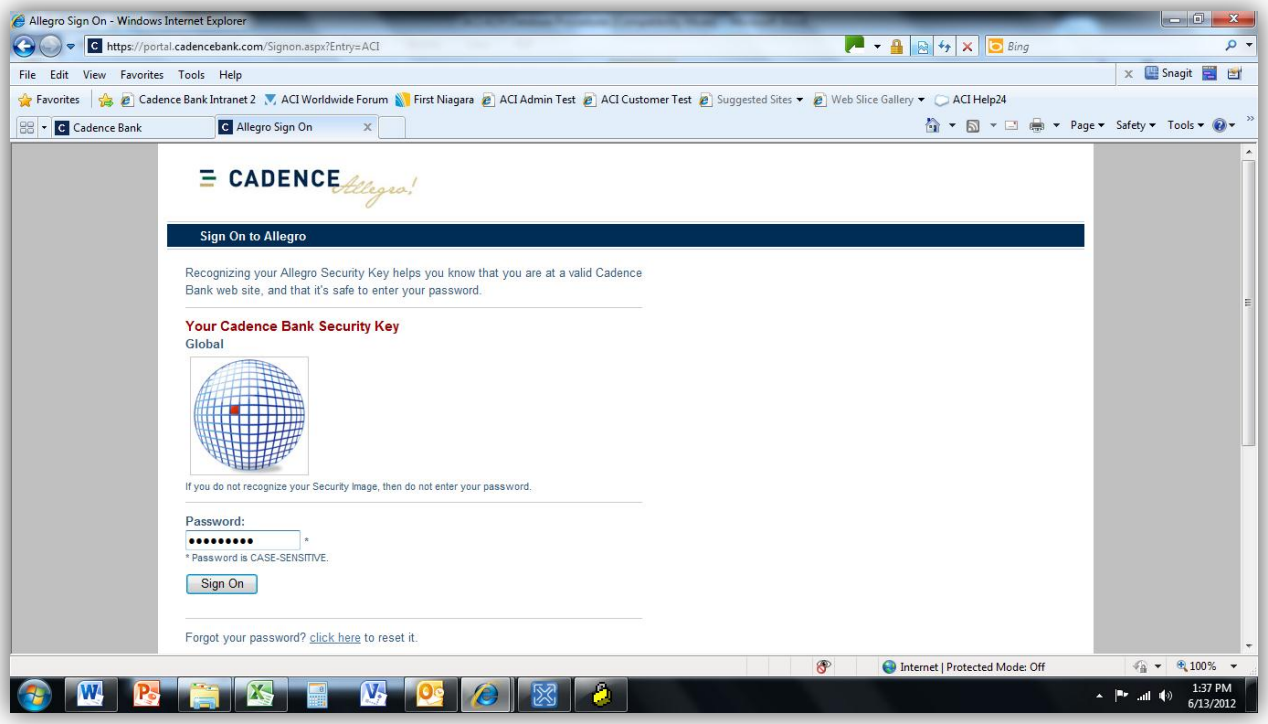
Chapter 2 – Allegro Access

2.1 Allegro Login

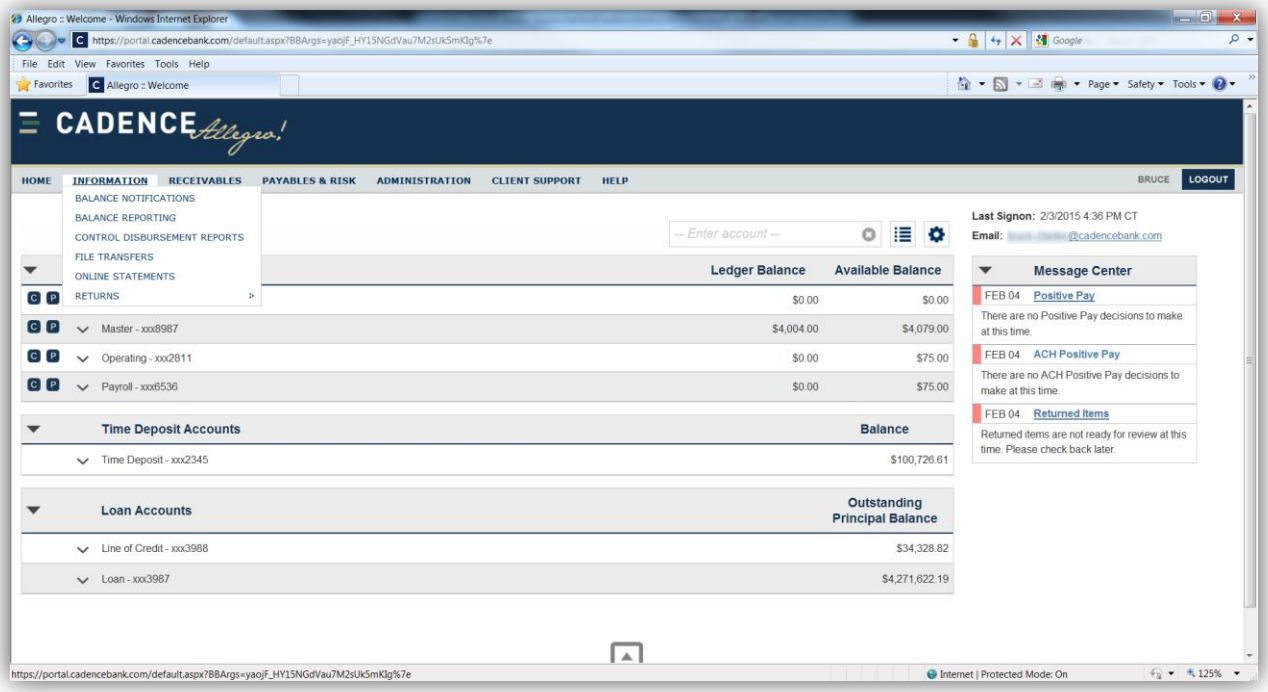
To access Cadence Bank's Treasury Management Online portal Allegro, begin at the Cadence Bank homepage on the Internet, http://www.cadencebank.com. On the left side of the screen there is the Login Center, select "Allegro". The login screen will display. Type in your Company Code and User ID, these credentials were provided to you in the secure email. Next, a screen with your security image will display and an area for your password.

When you initially login, you will be prompted to select a Security Key and Security Text. You will also be prompted to choose and answer three challenge questions for the password reset feature. In the event you forget your password, you can click on the "click here" hyperlink adjacent to "Forgot your password" on the login screen. You will receive an email with a link back to Allegro where you will enter your Company Code and User ID, then answer one of your challenge questions. You will then be able to enter a new password (twice) and be requested to log back in. The password must be alphanumeric; must be between 6 and 15 characters in length, is case sensitive, contain no spaces, and cannot be the same as any of your previous 5 passwords. However, you must click on the "Forgot your password" hyperlink before the third attempt as you will be locked out of the system. The password is good for 60 days, after which time it will expire and you will again be prompted to enter a new one.





From your homepage, Services you are entitled to will appear within the Function drop down menus; as shown below. To launch click Returns. Alerts that you have set up are listed in Message Center on right of the page.

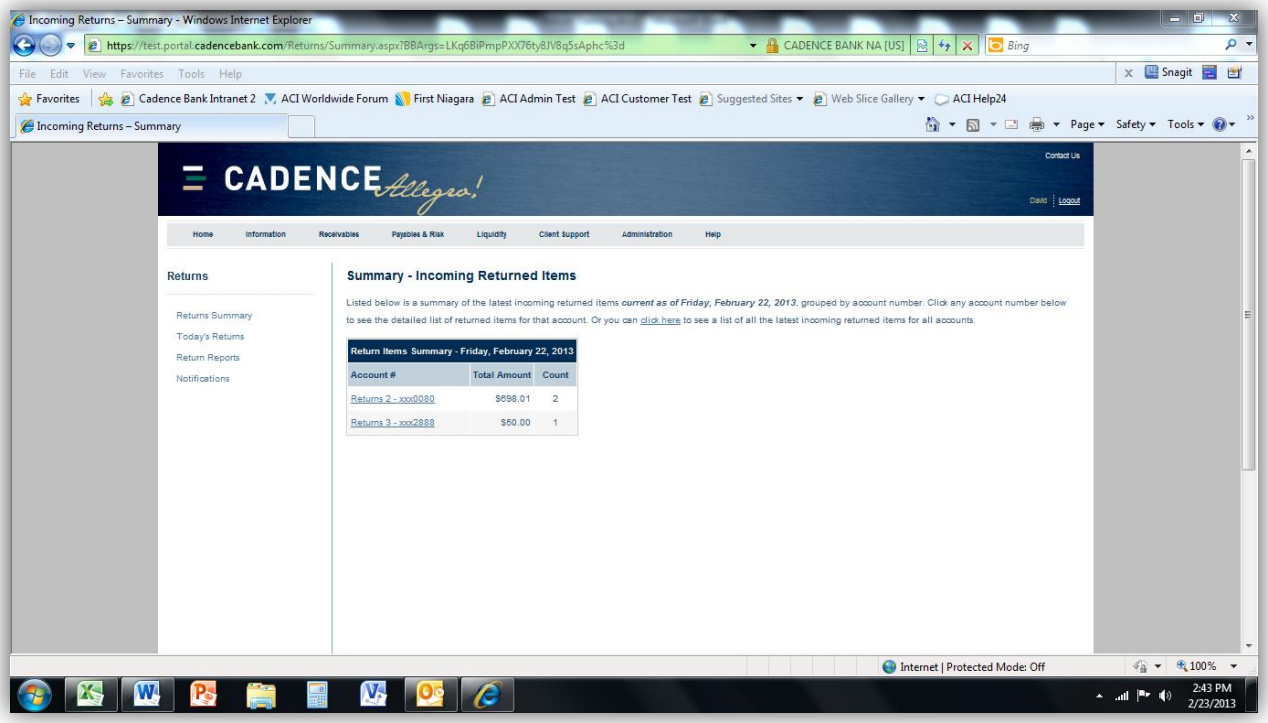


Chapter 3 – Allegro Web Returns

3.1 Allegro Web Returns

3.1.1 Web Returns Summary

The landing page for this service is an account level summary of today's Incoming Returned Items. You may drill into the detailed items by clicking the hyperlink for the account number.



A report listing all of the latest day's items will display. You can also do some basic searches and sorts using this screen (Reporting transaction maximum = 1,000) or export data to Web, csv, Excel, PDF, TIFF (images) and XML are supported (Export transaction maximum = 5,000).

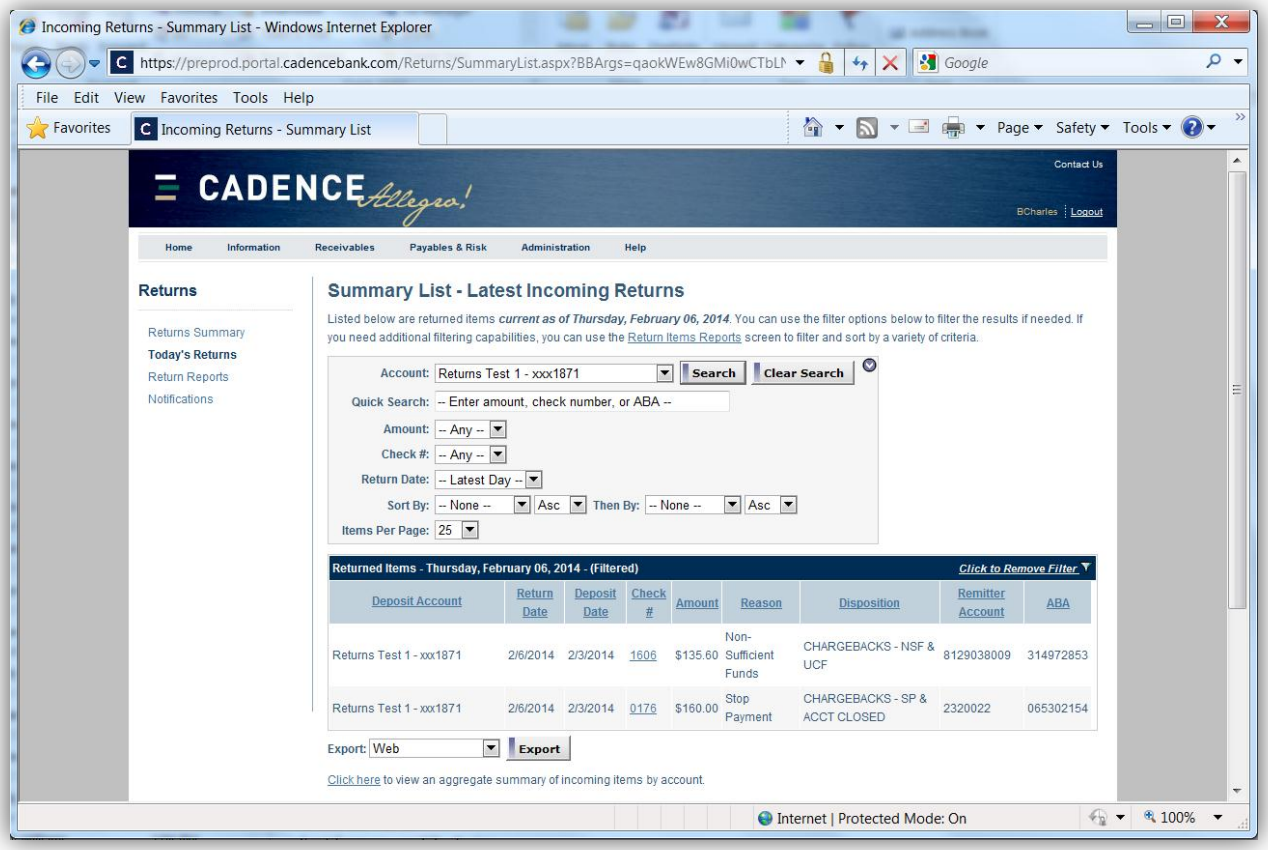
The search selections of Amount and Check # use the following comparison operators:

Any	Any value in the search selection
=	Equal to the value entered
>	Greater than the value entered
>=	Greater than & equal to the value entered
<	Less than the value entered
<=	Less than & equal to the value entered
<>	Less than & greater than the value entered
Between	In between the values entered

The return date search selection uses the following choices:

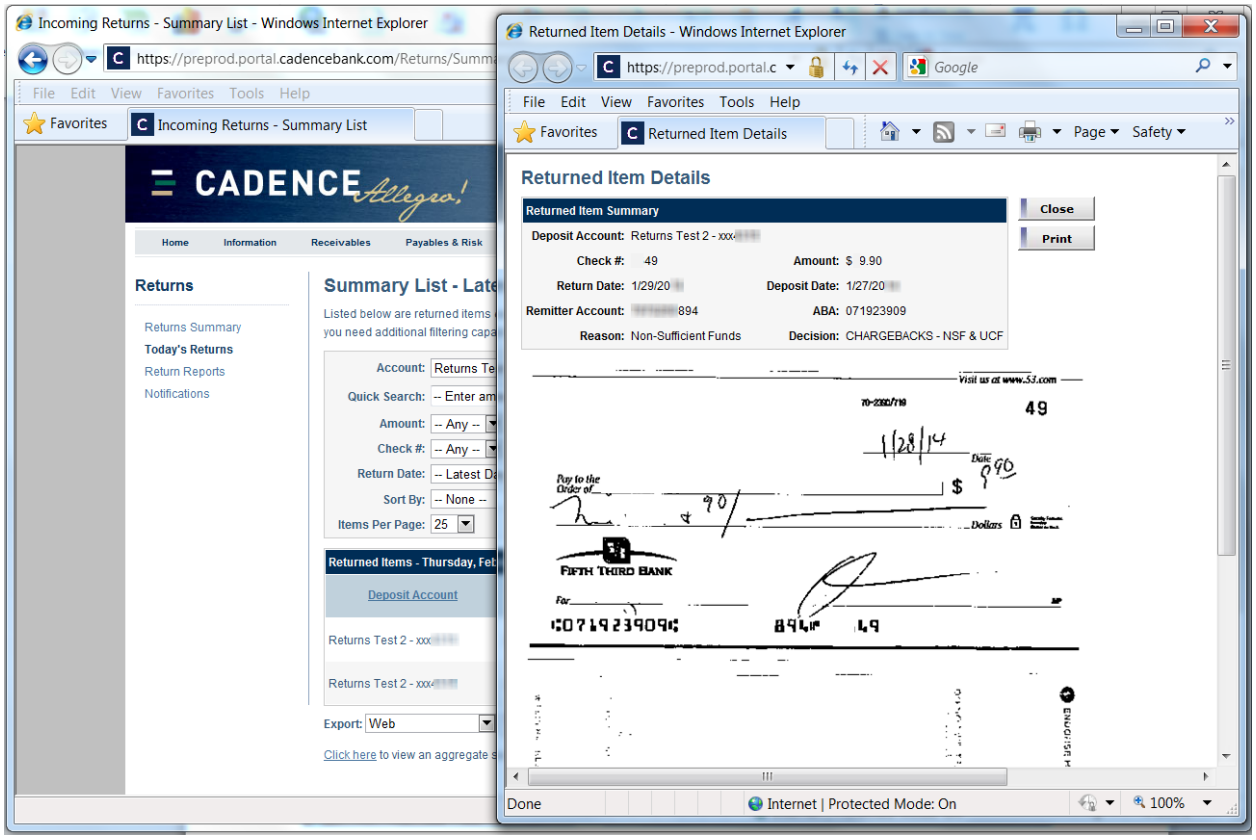
Latest Date	Most recent chargeback activity
Current Week	Chargeback activity in the current week
Last Week	Chargeback activity in the last week
Current Month	Chargeback activity in the current month
Last Month	Chargeback activity in the last month
Current Year	Chargeback activity in the current year
Last Year	Chargeback activity in the last year
=	Equal to the date entered
>	Greater than the date entered
>=	Greater than & equal to the date entered
<	Less than the date entered
<=	Less than & equal to the date entered
<>	Less than & greater than the date entered
Between	In between the dates entered

There are options to arrange the information displayed by date field in either ascending or decending order. The number of lines displayed can also be selected.



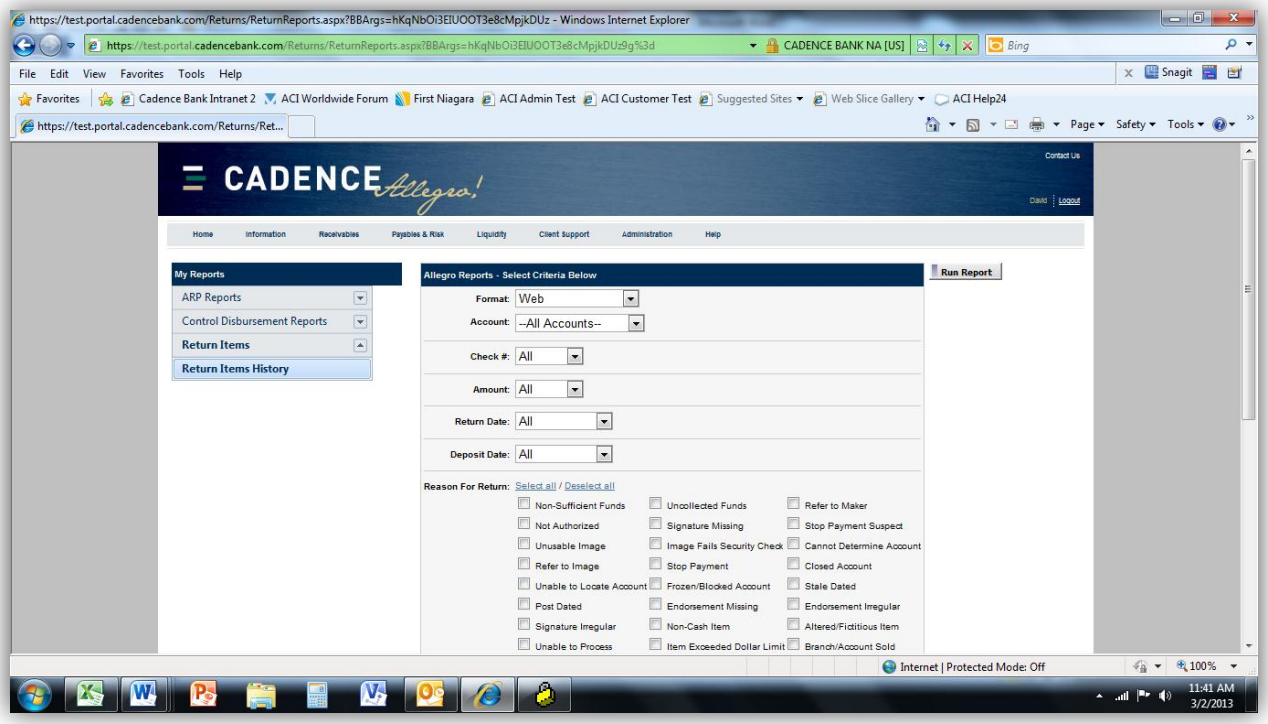
3.1.2 Web Returns Image Window

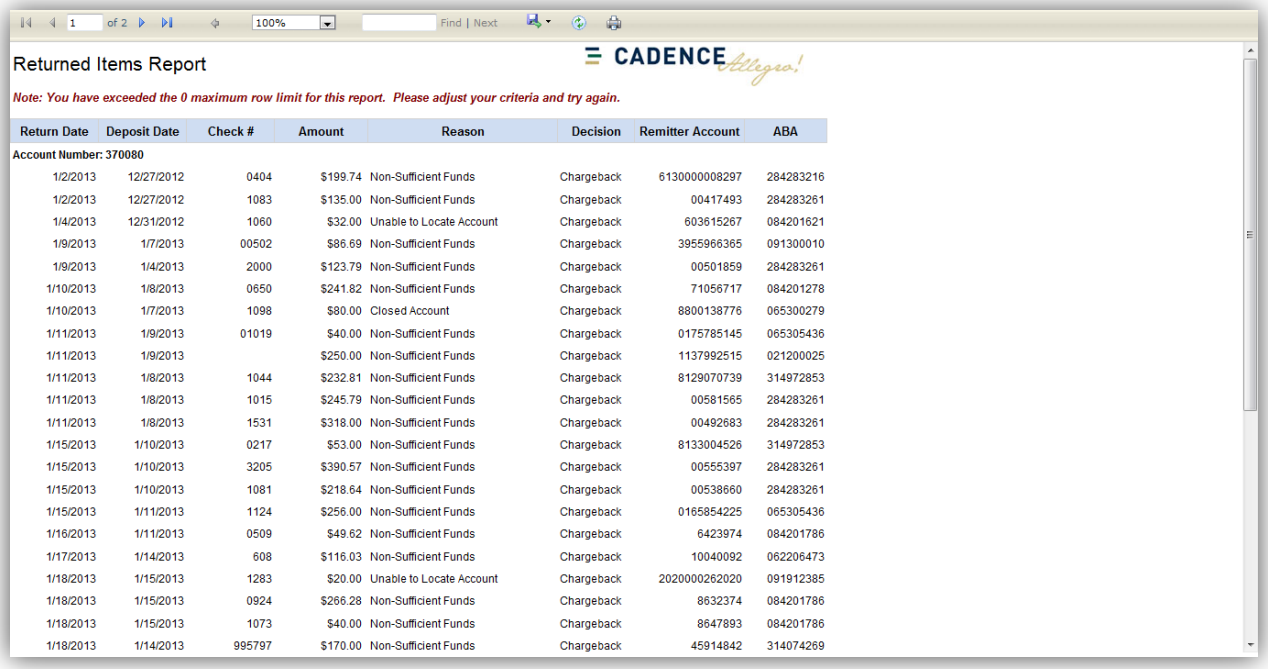
You may access an image of the item by clicking the hyperlink on the check number. The image can be printed by clicking on the Print button and the image window can be closed by clicking on the Close button.



3.1.3 Web Returns Reports

The Return Reports menu item allows you to expand your search and sort criteria to include multiple accounts, return reasons, plus more and to view historical returned items. The same export functionality exists in this section of the service and the maximum transaction values apply.





Returned Items Report

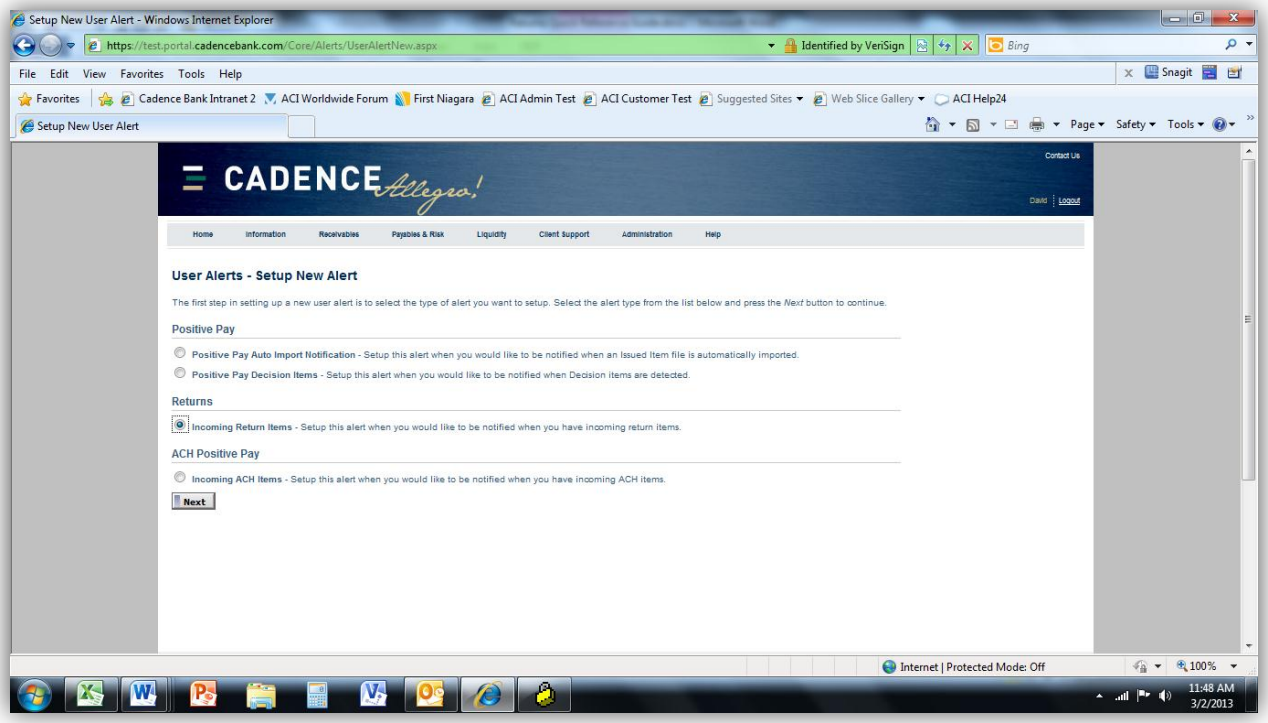
CADENCE Allegro!

Note: You have exceeded the 0 maximum row limit for this report. Please adjust your criteria and try again.

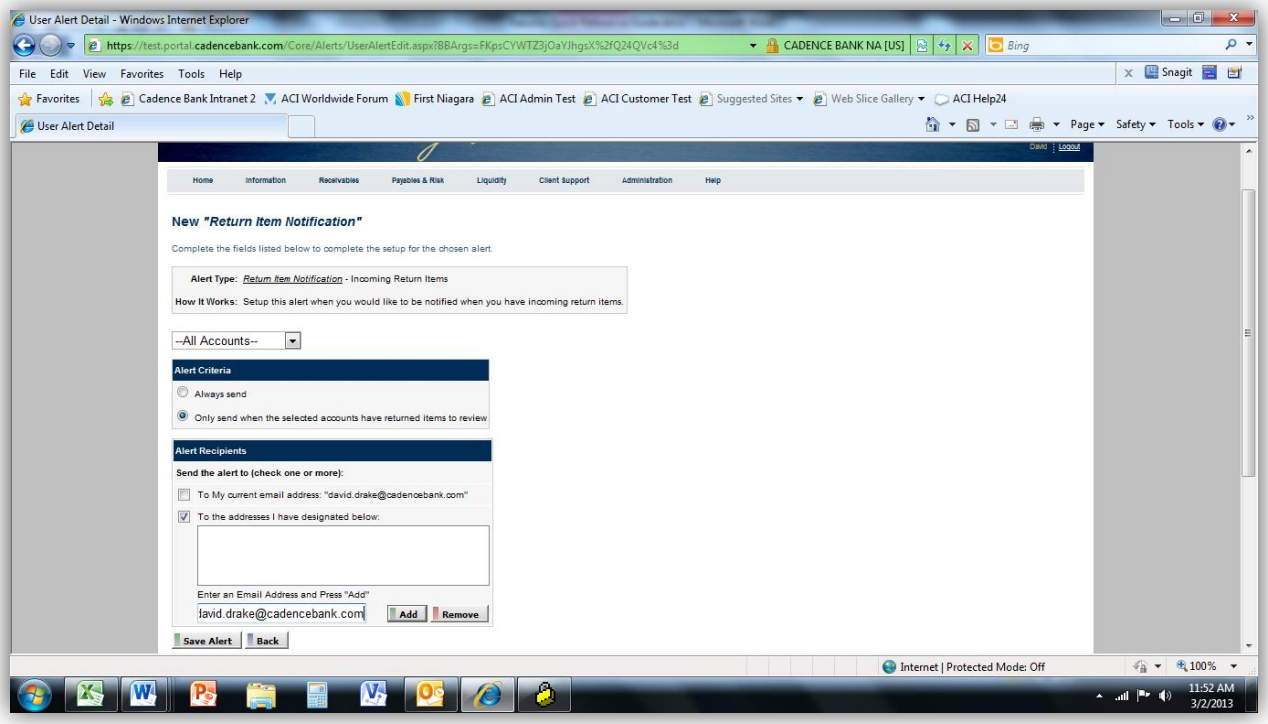
Return Date	Deposit Date	Check #	Amount	Reason	Decision	Remitter Account	ABA
Account Number: 370080							
1/2/2013	12/27/2012	0404	$199.74	Non-Sufficient Funds	Chargeback	6130000008297	284283216
1/2/2013	12/27/2012	1083	$135.00	Non-Sufficient Funds	Chargeback	00417493	284283261
1/4/2013	12/31/2012	1060	$32.00	Unable to Locate Account	Chargeback	603615267	084201621
1/9/2013	1/7/2013	00502	$86.69	Non-Sufficient Funds	Chargeback	3955966365	091300010
1/9/2013	1/4/2013	2000	$123.79	Non-Sufficient Funds	Chargeback	00501859	284283261
1/10/2013	1/8/2013	0650	$241.82	Non-Sufficient Funds	Chargeback	71056717	084201278
1/10/2013	1/7/2013	1098	$80.00	Closed Account	Chargeback	8800138776	065300279
1/11/2013	1/9/2013	01019	$40.00	Non-Sufficient Funds	Chargeback	0175785145	065305436
1/11/2013	1/9/2013		$250.00	Non-Sufficient Funds	Chargeback	1137992515	021200025
1/11/2013	1/8/2013	1044	$232.81	Non-Sufficient Funds	Chargeback	8129070739	314972853
1/11/2013	1/8/2013	1015	$245.79	Non-Sufficient Funds	Chargeback	00581565	284283261
1/11/2013	1/8/2013	1531	$318.00	Non-Sufficient Funds	Chargeback	00492683	284283261
1/15/2013	1/10/2013	0217	$53.00	Non-Sufficient Funds	Chargeback	8133004526	314972853
1/15/2013	1/10/2013	3205	$390.57	Non-Sufficient Funds	Chargeback	00555397	284283261
1/15/2013	1/10/2013	1081	$218.64	Non-Sufficient Funds	Chargeback	00538660	284283261
1/15/2013	1/11/2013	1124	$256.00	Non-Sufficient Funds	Chargeback	0165854225	065305436
1/16/2013	1/11/2013	0509	$49.62	Non-Sufficient Funds	Chargeback	6423974	084201786
1/17/2013	1/14/2013	608	$116.03	Non-Sufficient Funds	Chargeback	10040092	062206473
1/18/2013	1/15/2013	1283	$20.00	Unable to Locate Account	Chargeback	2020000262020	091912385
1/18/2013	1/15/2013	0924	$266.28	Non-Sufficient Funds	Chargeback	8632374	084201786
1/18/2013	1/15/2013	1073	$40.00	Non-Sufficient Funds	Chargeback	8647893	084201786
1/18/2013	1/14/2013	995797	$170.00	Non-Sufficient Funds	Chargeback	45914842	314074269

3.1.4 Web Returns Notifications

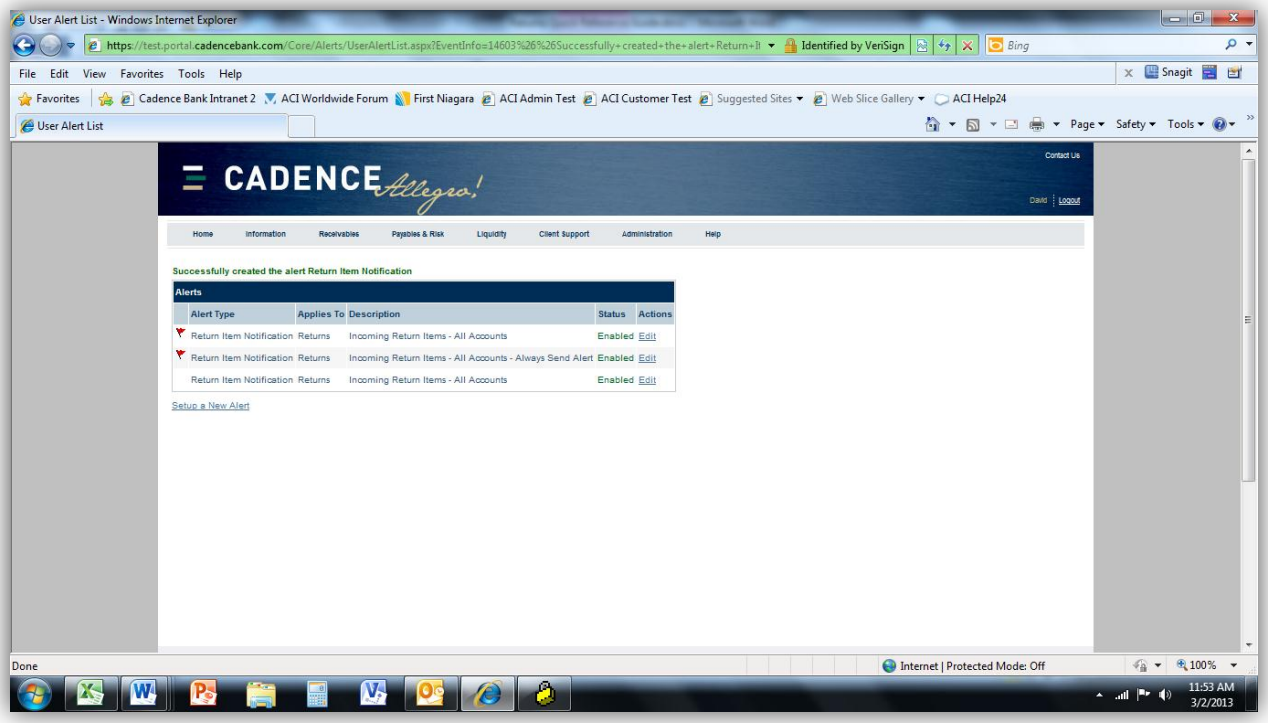
You may establish an Alert email notification to multiple addresses by selecting the Notification menu item. After selecting the service, click Next to specify frequency and list email address(es).



Select the account(s), your criteria and the email recipients, click Add to add the recipient then click Save Alert.



You will be presented with a summary of all Alerts. The flag will be displayed after the first successful alert has been sent out. You may edit the Alert by selecting Edit in the Actions column.



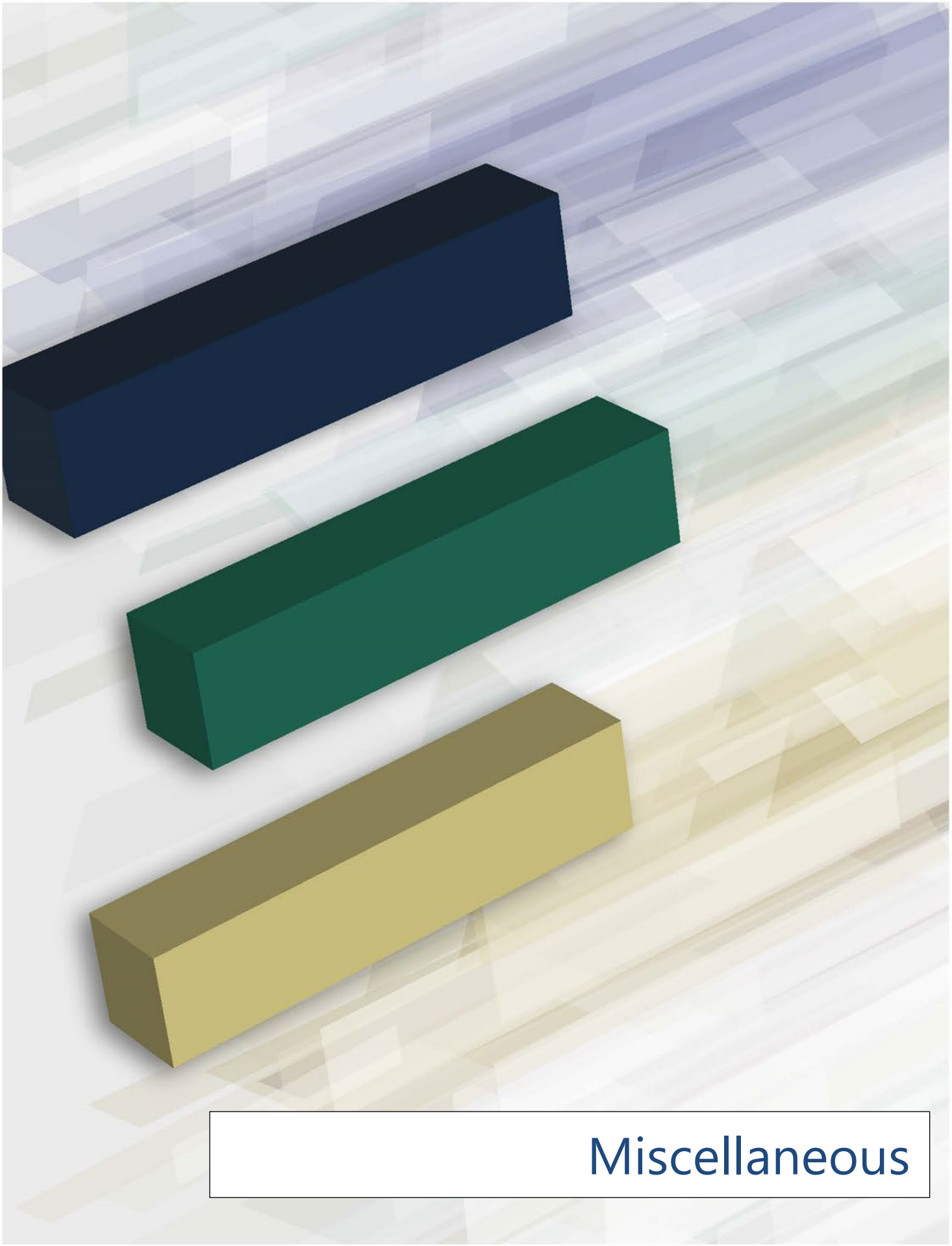
» End of Document «

Allegro!®
Wire Transfer

User Guide



Doc No: TM-WIR-UG-01 Rev: 01



Miscellaneous

Statement Date: 02/28/19

Account: 742811
Contact: AUBREY ADAIR
Phone: (662) 320-8362

CADENCE BANK TEST ACCOUNT
12183 HIGHWAY 182 E
STARKVILLE MS 39759

---------- ACCOUNT ANALYSIS STATEMENT ----------
FOR THE PERIOD 02/01/19 THROUGH 02/28/19

----------< BALANCE COMPUTATION FOR THE PERIOD >----------

Average Daily Book Balance	0.00
Less Average Daily Float	0.00
Average Daily Collected Balance	0.00
Balance To Support Services.....	0.00

--- ACCOUNT POSITION FOR THE PERIOD -------	FEE BASIS	BALANCE BASIS
Earnings Credit (1.0000 %)	0.00	0.00
Current Period Analyzed Charges	64.00	83,428.57
Analyzed Charges Due after Credit	64.00	
TOTAL FEES DUE -->	64.00	
** PAST DUE FEES. PLEASE REMIT. -->	95.01	

Balance shortage for the current period --> (83,428.57)

----------< SERVICE CHARGE DETAIL >----------

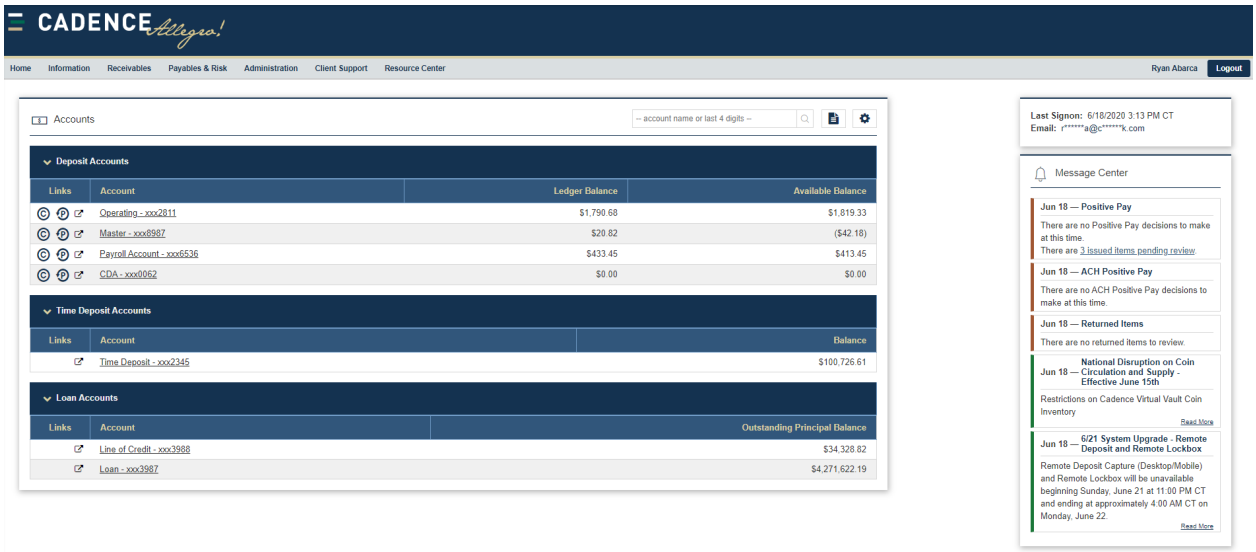
SERVICES RENDERED IN PERIOD.....	VOLUME	UNIT PRICE	SERVICE CHARGE	BALANCE
Depository Services				
Account Maintenance	1	30.0000	30.00	39,107
Subtotal Depository Services			30.00	39,107
Account Recon / Positive Pay				
Pos Pay - Monthly Maint per acct	1	20.0000	20.00	26,071
Pos Pay - Exception	2	4.0000	8.00	10,429
Subtotal Account Recon (ARP)			28.00	36,500
Wire Transfers				
Wire Email Notification	4	1.5000	6.00	7,821
Subtotal Wire Transfers			6.00	7,821
Total Activity Charges.....			64.00	83,429
Total Charges Listed Before Credit....			64.00	83,429
Analyzed charge subtotal.....			64.00	83,429

$1,303.57 in collected balance will offset $1.00 of charges.

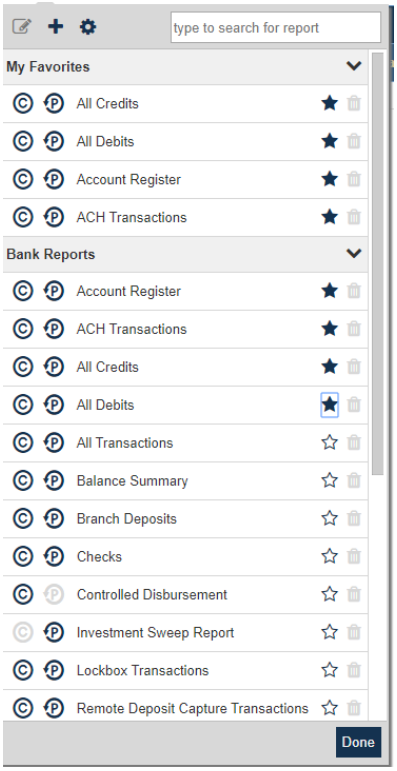
CADENCE

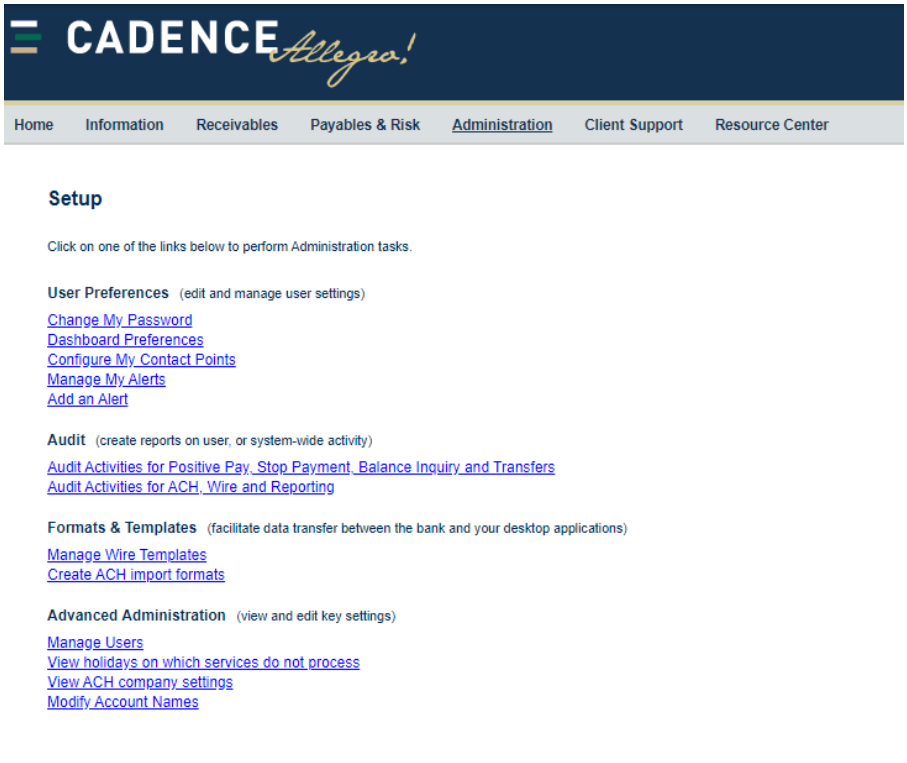
SAMPLE ALLEGRO MANAGEMENT

Allegro! Dashboard



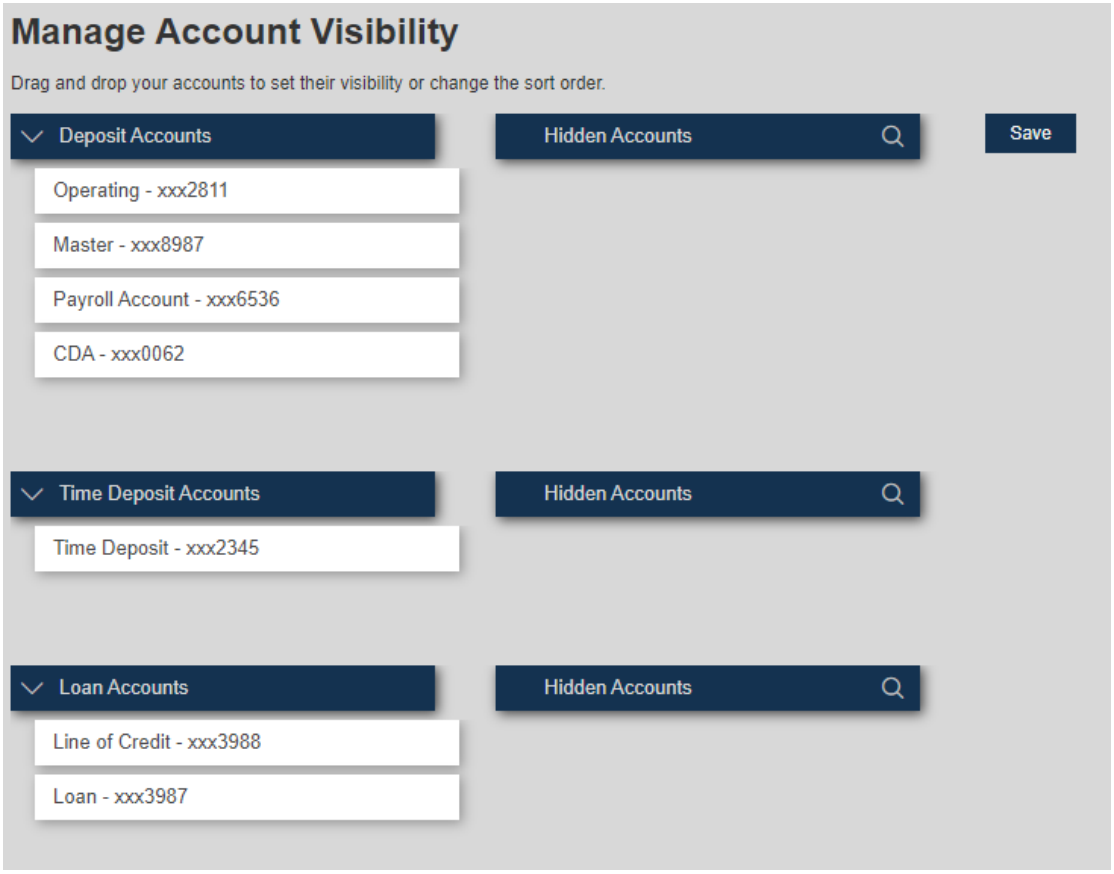
Custom Favorite Reports by User



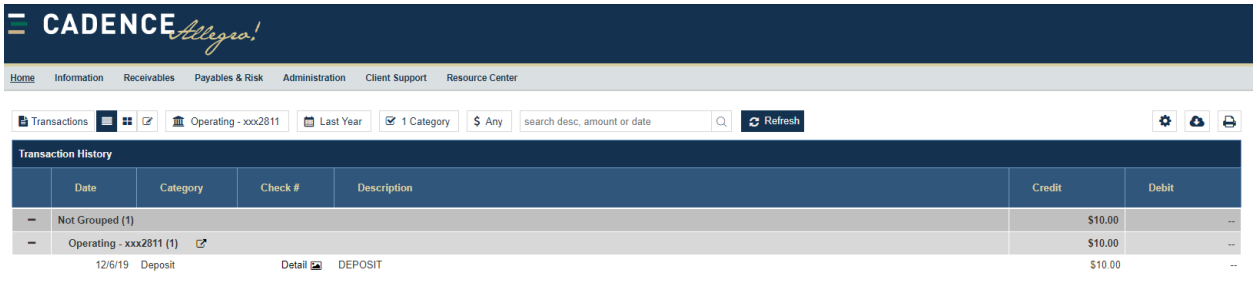


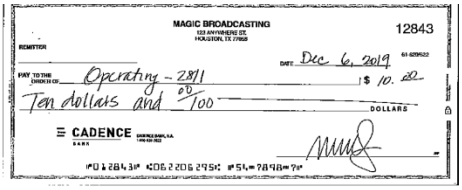
CADENCE

Customizable Dashboard Per User

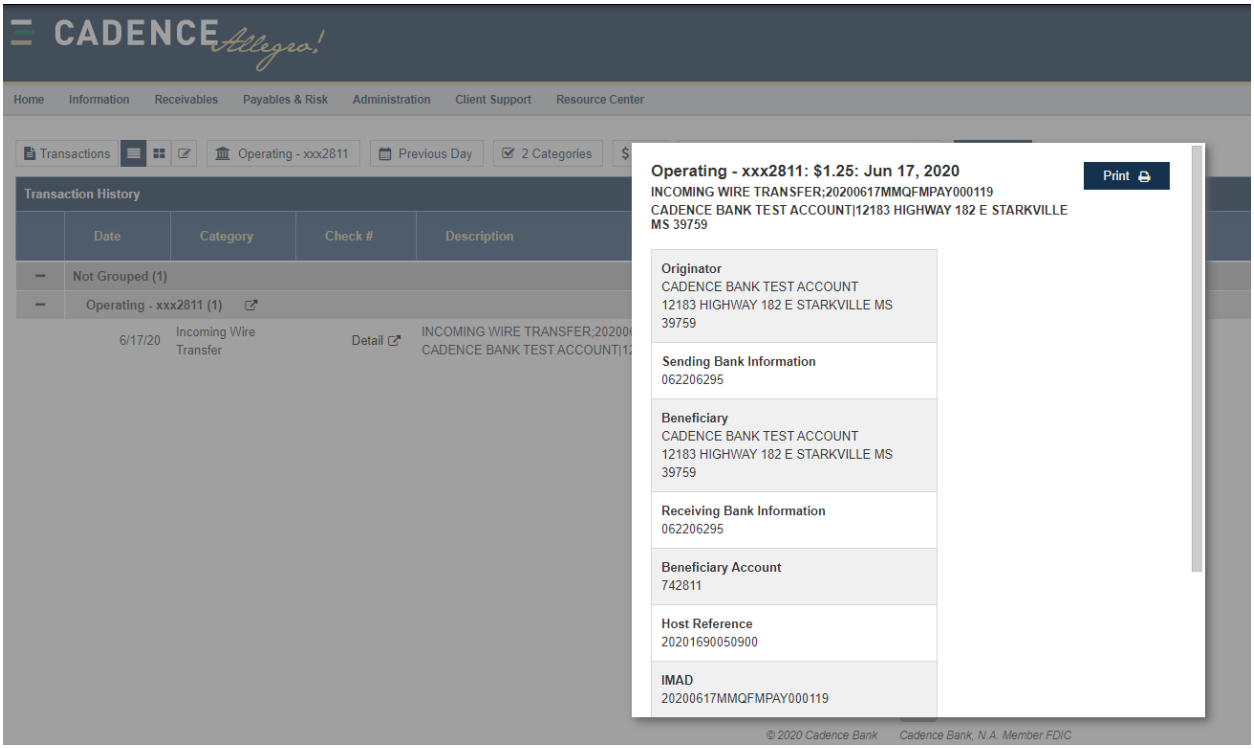


Previous Day Search with Check Image

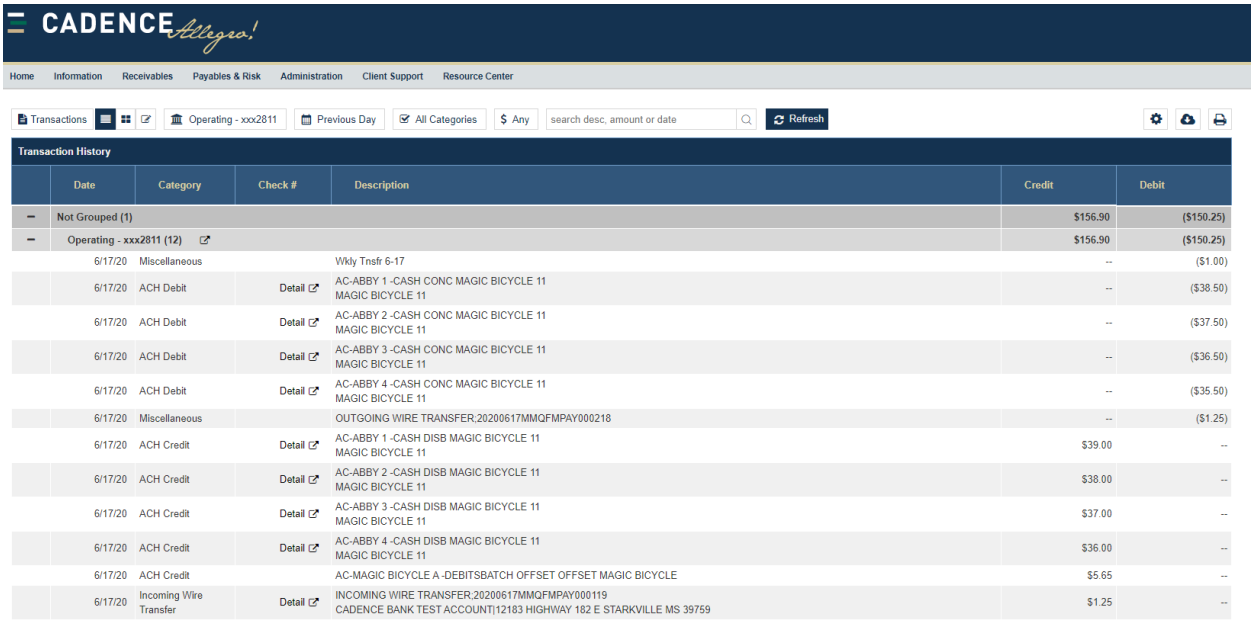




Previous Day Search with Wire Details

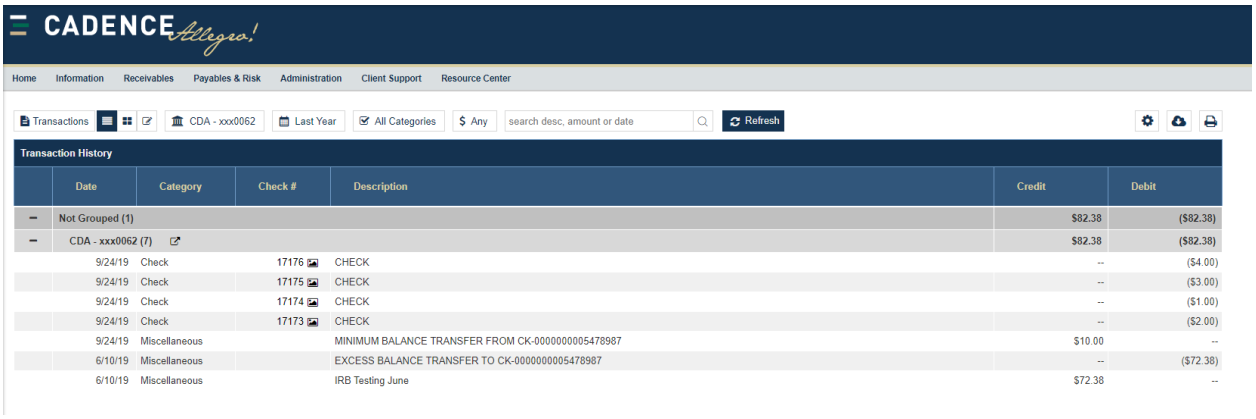


Previous Day – All Transactions

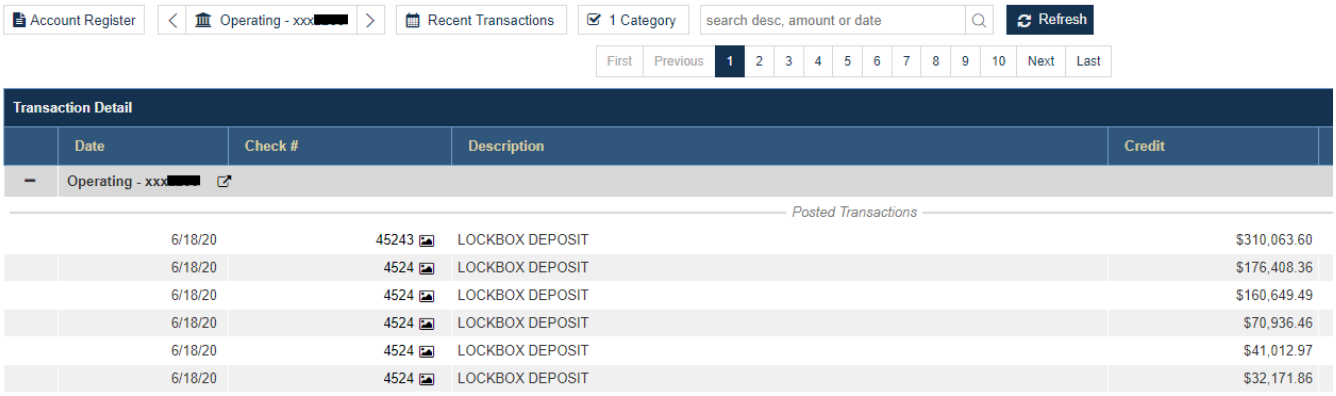


CADENCE

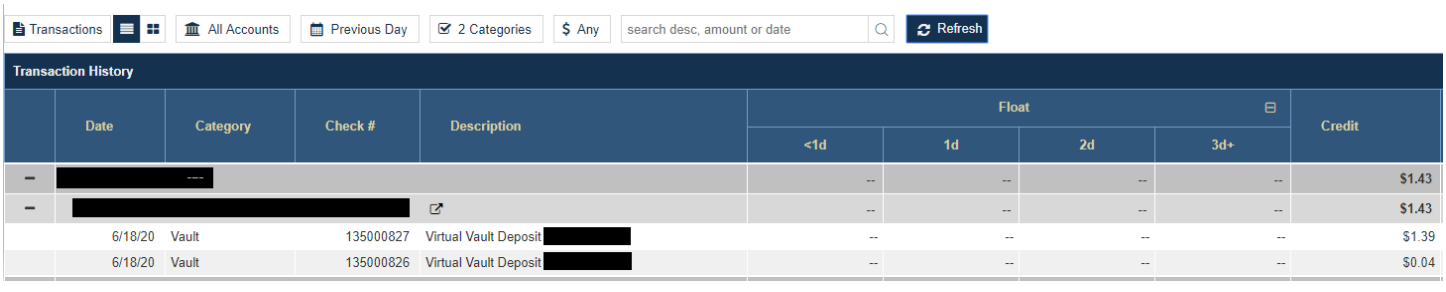
Control Disbursement Report



Lockbox Report with Lockbox Identifier



Vault Deposit Report with Location Identifier



CADENCE
BANK

05/29/20

0005478987

CADENCE BANK TEST ACCOUNT
RETURNED MAIL 5/21/18 BHM
12183 HIGHWAY 182 E
STARKVILLE MS 39759-1640

HOLDB CYCLE-001

*** CHECKING *** INTERNAL

PREVIOUS STATEMENT BALANCE AS OF 05/28/20			94.82
PLUS	4	DEPOSITS AND OTHER CREDITS	94.00
LESS	4	CHECKS AND OTHER DEBITS	110.00
CURRENT STATEMENT BALANCE AS OF 05/29/20			78.82
NUMBER OF DAYS IN THIS STATEMENT PERIOD	1		

*** CHECKING ACCOUNT TRANSACTIONS ***

DATE	DESCRIPTION	DEBITS	CREDITS
05/29	AC-ABBY 4 -CASH DISB		22.00
	MAGIC BICYCLE 87		
05/29	AC-ABBY 3 -CASH DISB		23.00
	MAGIC BICYCLE 87		
05/29	AC-ABBY 2 -CASH DISB		24.00
	MAGIC BICYCLE 87		
05/29	AC-ABBY 1 -CASH DISB		25.00
	MAGIC BICYCLE 87		
05/29	AC-ABBY 4 -CASH CONC	26.00	
	MAGIC BICYCLE 87		
05/29	AC-ABBY 3 -CASH CONC	27.00	
	MAGIC BICYCLE 87		
05/29	AC-ABBY 2 -CASH CONC	28.00	
	MAGIC BICYCLE 87		
05/29	AC-ABBY 1 -CASH CONC	29.00	
	MAGIC BICYCLE 87		

*** BALANCE BY DATE ***

05/28	94.82	05/29	78.82

Business Continuity Disclosure
At Cadence Bank, we recognize the importance of availability and integrity of our services and systems on which our clients rely. We also recognize that the unexpected can and does occur – from process interruptions to major outages. Cadence Bank has developed a Business Continuity methodology and plans ("Plan") on how we will respond to events that significantly disrupt our business. Our goal is to minimize as much as possible any negative effect on our customers occurring from a disruption. As the timing and impact of disasters and disruptions is unpredictable, we exercise our plans on a regular basis to validate response and recovery procedures to reduce the impact of such an event.

Business Continuity Planning Guidelines
Cadence Bank has developed a Plan that includes the ability to recover from scenarios including, but not limited to, loss of facilities, technology failure, as well as weather and pandemic threats that may cause business interruption. The Plan is designed to account for business interruptions of various duration and impact and require recovery of critical functions according to their business-driven recovery time objective (RTO).

As part of the planning and maintenance process, a business impact analysis (BIA) has been integrated into the program and is updated on a regular basis or as new business functions or processes are identified or significant changes to the Plan are completed.

Funds Transfer Continuity
Recognizing the funds transfer process is critical due to the immediate settlement of funds, the recovery time for this application is treated as one of the most critical systems. Cadence Bank has multiple contingency options in response to service interruptions. In certain situations, wires will be transmitted within the same day as the request, but confirmation and further information is available via alternative delivery methods. In every case, Cadence Bank will commit to ensuring that funds transfer requests received prior to 4:30 p.m. (CT) will be transmitted on a same-day basis. All requests received after 4:30 p.m. (CT) will be processed the following business day.

Lockbox Processing Continuity
At Cadence Bank, we understand the importance of daily, on-time receivables processing. Our Lockbox applications and sites are treated as highly critical with tested contingency plans. On a yearly basis, disaster recovery testing is performed to ensure production Lockbox Processing can be performed in the alternate processing location. In every case, Cadence Bank will commit to ensuring that all Lockbox deposits are made same day by end of business.

Cadence Bank's business continuity planning includes the following:

- Crisis & incident management
- Technology recovery planning
- Data backup, recovery, and validation testing
- All mission critical systems
- Financial and operational assessments
- Alternative communications with clients, employees and regulators
- Alternate physical location of employees and cross-trained employees
- Critical supplier, contractor, bank and counter-party impact
- Regulatory reporting

Varying Disruptions
Significant business disruptions can vary in their scope, such as a telecommunications outage, fire damage, natural disasters that affect a city or region(s), a terrorist attack, or a regional power outage. Depending on the severity of the business disruption, we have designed our Plan to recover and resume business as quickly as possible.

Dedicated Contingency Site
Cadence Bank contracts with a third-party vendor to provide a contingency site should operations be suspended for a length of time due to loss of facility.

CADENCE BANK

11 convenient locations in the Houston area to serve you. Visit us today and see how great banking can be! *cadencebank.com*

1 Champions
5548 FM 1960 West at
Champion Forest Drive
Houston, TX
281-580-9057

2 Downtown
1001 Fannin, Suite L-100
Houston, TX
713-658-0808

3 Highland Village
3754 Westheimer at Weslayan
Houston, TX
713-622-4606

4 Memorial*
10260 Westheimer Road at Beltway 8
Houston, TX
713-461-2266

5 Palm Center*
Palm Center
5110 Griggs Road, Suite 201
Houston, TX
832-942-6202

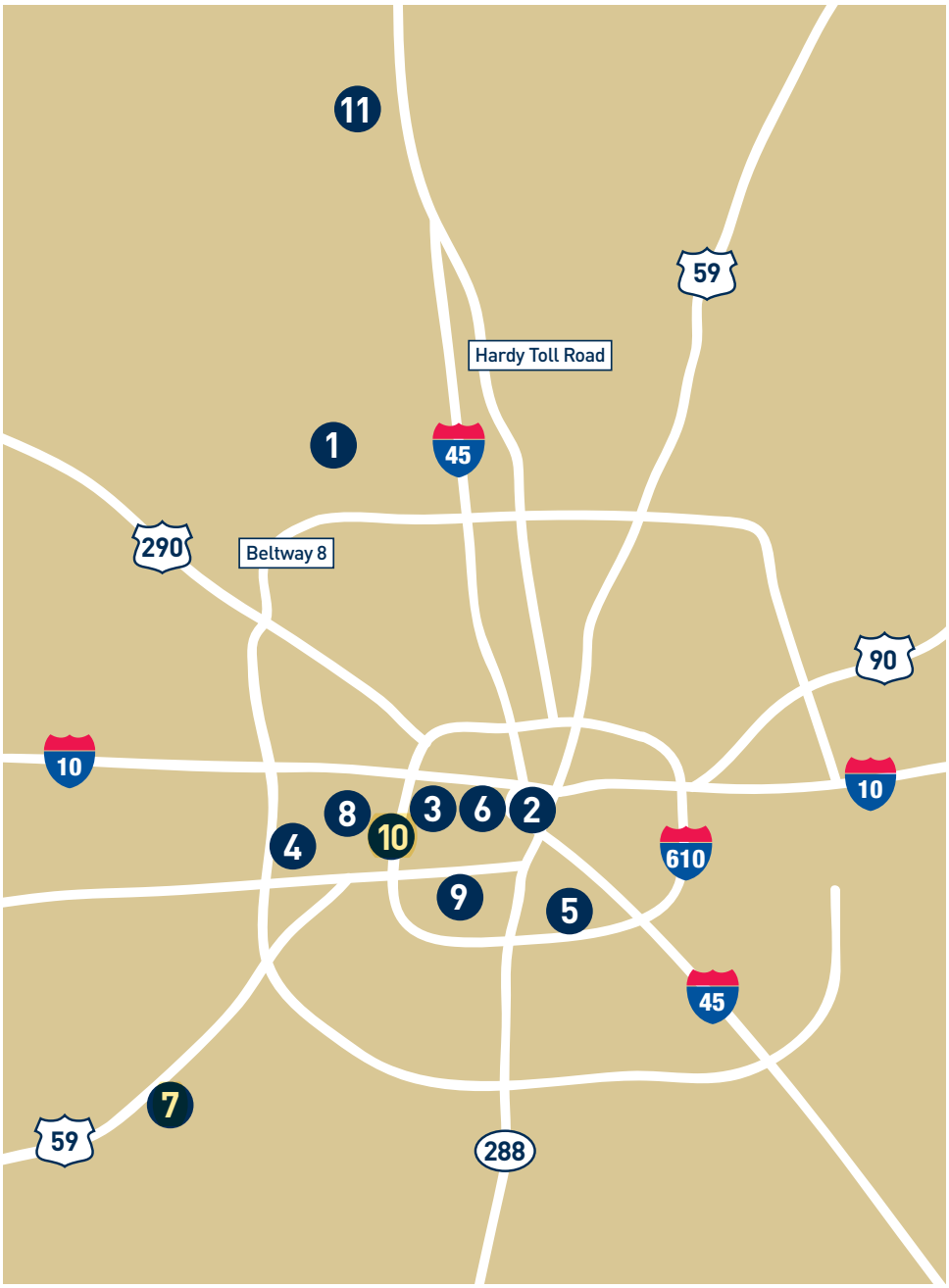
6 River Oaks*
2229 San Felipe Place, Suite 100
Houston, TX
713-807-1336

7 Sugar Land - *Fort Bend County*
4647 Sweetwater Blvd, Suite A
Sugar Land, TX
281-313-0194

8 Tanglewood
6330 San Felipe near Winrock
Houston, TX
713-787-0370

9 West University
5815 Kirby Drive at Tangley
Houston, TX
713-522-8668

10 Williams Tower - *Lockbox Facility*
2800 Post Oak Blvd, Suite 100
Houston, TX
713-871-3900



11 The Woodlands*
1925 Hughes Landing Blvd
Suite 200
(next to Whole Foods Market)
The Woodlands, TX
281-298-2150

***Cadence LIVE video teller location**
7-7 Monday-Friday
8-12 Saturday

ATM onsite at all locations

CADENCE BANK, N.A. MEMBER FDIC Equal Opportunity LENDER

Community Benefits Plan
2019-2023



February 11, 2019

Contents

Cadence Bank Commitment to its Communities 3
Background 4
Scope and Reach of the Plan 5
Mortgage Lending 5
Small Business Lending 7
Community Development Lending and Investment 9
Philanthropy 10

Cadence Bank Commitment to its Communities

At Cadence Bank ("Cadence"), we are committed to serving the deposit, credit, and community development needs of the communities in which we do business. Our interests are aligned with the people and the organizations that look to us to help them meet their financial service needs. This Community Benefits Plan ("Plan") reflects that commitment.

The Plan was developed with the input from myriad stakeholders, including member organizations of the National Community Reinvestment Coalition ("NCRC") who contacted us to discuss their hopes and concerns surrounding our planned expansion into Georgia through the acquisition of State Bank and Trust Company. Discussions began with NCRC member organizations in our headquarters state of Alabama, but we concluded that it was in the interest of all stakeholders for the Plan to include our commitments to all six states – Alabama, Florida, Georgia, Mississippi, Tennessee, and Texas – in which Cadence will have branch locations.

Under the Plan, Cadence commits that we will lend or invest more than $2.5 billion over a five-year period beginning January 1, 2019 for products serving traditionally underserved communities, including the poor, minorities, and small businesses. Our commitment represents over 16 percent of our total assets as estimated as of the time the acquisition of State Bank and Trust is finalized. As the Plan is implemented, we believe Cadence will be setting a new standard in its commitment to meet mortgage and small business credit needs throughout its communities, including among low- and moderate-income neighborhoods and persons of color. The Plan will also contribute to community development and reinvestment through community development loans and investments and the introduction of new loan products, the opening of new branches, the provision of community services, and grants and donations to charitable organizations serving a community development purpose.

Background

Cadence Bank, N.A. operates as a nationally-chartered financial institution headquartered in Birmingham, Alabama. The Bank offers a full range of banking products and services for businesses and consumers within its regional geographic markets. The Bank is a subsidiary of Cadence Bancorp LLC, a one bank holding company based in Houston, Texas. The holding company, formerly known as Community Bancorp, LLC was formed in 2009. Three acquisitions occurred commencing in 2011, including a loss-share agreement with the FDIC, to bring separate and distinct entities under the corporate flagship. Coupled with organic growth, and a recent initial public offering, the Bank's Board of Directors plans to continue expansion within both the existing geographic footprint and entry into new markets. Following the planned merger with State Bank and Trust, Cadence will have branches in six states and will have total assets of approximately $15.6 billion and Tier One capital of approximately $1.7 billion. Subsequent to the merger, Cadence Bank, N.A. will be headquartered in Atlanta, Georgia.

Scope and Reach of the Plan

This Plan covers each of our assessment areas across the six states in which Cadence will operate following our acquisition of State Bank. The Plan is built from the ground up – with plans for lending, investment, and service in each of our CRA assessment areas rolled up to the state level and ultimately for the company overall. Our $2.5 billion five-year commitment comprises three principal components – mortgage loans, small business loans, and community development loans and investments. Those commitments are augmented by additional steps we will take to enhance our impact in the communities we serve, including new branches, volunteer services, grants and donations, and, where feasible, new product offerings.

Mortgage Lending

Cadence commits to a five-year goal of making $1.123 billion in residential mortgage loans to traditionally underserved persons and communities across our six-state area. Our commitment includes mortgage loans that fall into one or more of the following categories:

- Loans to low- and moderate-income ("LMI") borrowers;
- Loans to minority borrowers;
- Loans on properties located in LMI census tracts; and
- Loans on properties located in majority-minority census tracts ("MMCTs").

Those loans must be for properties located in one of our delineated CRA assessment areas. They will be predominantly first-lien mortgages for home purchase or refinancing, but we will also offer home improvement loans to our customers consistent with identified community credit needs and consistent with prudential lending standards. These commitment categories can overlap. Consequently, a loan for home purchase to an LMI borrower in a MMCT, for example, would be credited to two of the categories.

Cadence will also work with our community stakeholders through a newly-created CRA Advisory Committee to review features of our mortgage loan products with the goal of further expanding access to home ownership financing. Among the issues the CRA Advisory Committee will review are:

- Minimum credit score requirements for obtaining a mortgage from Cadence;
- The acceptance of individual Tax Identification Numbers, in lieu of Social Security numbers on mortgage applications;
- The potential for a new 203k loan product that would allow our customers to obtain a single loan for both home improvement and purchase;
- Mortgage loan offerings, including 30-year, fixed rate, low down payment loans with escrow available;
- The possibility of offering a mortgage of under $50,000 in areas of depressed prices to promote homeownership and address blight; and
- Increasing the number of referral relationships with organizations that can offer counseling to mortgage applicants to help those applicants become eligible for mortgages (including first-time homebuyers and applicants that may have been denied mortgage loans in the past).

Our mortgage loan commitments – by state, year, and commitment category – are summarized in the following table. The commitments represent an increase of three percent per year compounded annually compared starting in 2020 to our lending in prior years. Our bank-wide five-year mortgage lending commitment to LMI persons, LMI geographies, minorities, and majority-minority census tracts amounts to $1.123 billion or more than 7 percent of our pro-forma bank-wide total assets estimated as of the time the acquisition of State Bank and Trust is finalized.

Cadence Bank Mortgage Loan Commitments
in $000

	2019	2020	2021	2022	2023	TOTAL by CATEGORY	TOTAL by STATE
ALABAMA							**231,653**
LMI Census Tracts	10,553	10,764	10,980	11,199	11,423	54,920	
LMI Borrowers	11,436	11,665	11,898	12,136	12,379	59,515	
Majority Minority Census Tracts	9,049	9,230	9,414	9,602	9,794	47,089	
Minority Borrowers	13,476	13,745	14,020	14,301	14,587	70,128	
TEXAS							**663,109**
LMI Census Tracts	21,436	21,865	22,302	22,748	23,203	111,555	
LMI Borrowers	14,603	14,895	15,192	15,496	15,806	75,992	
Majority Minority Census Tracts	42,827	43,683	44,557	45,448	46,357	222,871	
Minority Borrowers	48,557	49,528	50,518	51,529	52,559	252,692	
FLORIDA							**26,439**
LMI Census Tracts	1,873	1,910	1,949	1,988	2,027	9,747	
LMI Borrowers	2,124	2,166	2,210	2,254	2,299	11,053	
Majority Minority Census Tracts	155	158	161	164	168	806	
Minority Borrowers	929	947	966	986	1,005	4,834	
GEORGIA							**138,992**
LMI Census Tracts	6,332	6,459	6,588	6,720	6,854	32,952	
LMI Borrowers	6,862	6,999	7,139	7,282	7,427	35,709	
Majority Minority Census Tracts	5,429	5,538	5,648	5,761	5,877	28,254	
Minority Borrowers	8,085	8,247	8,412	8,580	8,752	42,077	
TENNESSEE							**1,934**
LMI Census Tracts	-	-	-	-	-	-	
LMI Borrowers	133	136	139	141	144	693	
Majority Minority Census Tracts	176	179	183	186	190	913	
Minority Borrowers	63	64	66	67	68	328	
MISSISSIPPI							**61,173**
LMI Census Tracts	928	946	965	985	1,004	4,829	
LMI Borrowers	2,166	2,210	2,254	2,299	2,345	11,274	
Majority Minority Census Tracts	5,718	5,832	5,949	6,068	6,189	29,755	
Minority Borrowers	2,943	3,002	3,062	3,123	3,186	15,315	
TOTAL MORTGAGE COMMITMENT							**1,123,300**

Small Business Lending

Cadence Bank has established a five-year commitment of $686 million in small business lending to businesses located in LMI census tracts and/or businesses with gross annual revenues ("GAR") of less than $1 million. These commitments can overlap; a loan to a business with GAR of under $1 million that is in an LMI geography would be credited to both categories.

We envision the small business loans we make will benefit our urban markets as well as rural areas, particularly rural areas in our assessment areas that are in the non-Metropolitan Statistical Areas of the states of Alabama, Georgia, and Mississippi.

The Bank offers a range of financing solutions for businesses of all sizes. The Bank designs flexible secured and unsecured business loans to meet a variety of needs. The Bank's loan officers are relationship-focused specialists able to provide relevant industry expertise and a wide range of commercial loan products. In 2017, we introduced the Quick Decision small business loan targeted to businesses with annual revenues of less than $1 million, and we expect that loan product will help us to grow significantly our business in that segment of the market.

The Bank's small business loan officers already offer commercial customers products that serve a wide range of business financing needs. The Bank offers commercial real estate loans that provide a range of financing options for purchasing, developing, or refinancing commercial property. The Bank originates, underwrites, and services its commercial mortgages, which allows the Bank more flexibility to meet a range of business financing needs and respond to changing credit needs over time.

Despite the wide range of small business loan products that we currently offer, Cadence plans to enlist community input to expand our offerings to respond to the needs of our customers. To that end, Cadence will work with our CRA Advisory Committee to review features of our small business loan products with the goal of further expanding access to creditworthy small businesses. One area of need that we have addressed is making small business loans in amounts as low as $25,000 to meet the needs of very small or emerging businesses. As with our Quick Decision loan that we introduced to the market in 2017, we will look to incorporate streamlined application, documentation and approval processes while continuing to operate in a financially safe and sound manner. Experienced leadership and agile size will help the Bank to streamline further our small business loan underwriting and decision processes allowing more efficient execution of loan processes and loan closings.

Cadence will also endeavor to support community development financial institutions ("CDFIs"), potentially by referring business loan applicants that are not yet ready for traditional bank financing, but that demonstrate promise for the future, to CDFIs for technical assistance.

Our small business loan commitments – by state, year, and commitment category – are summarized in the following table. The commitments represent an increase of 8 percent per year compounded annually, in each of our markets, compared to our lending in 2018. Our bank-wide five-year small business lending commitment to businesses with GAR of less than $1 million and/or located in LMI geographies amounts to $686 million, which is more than 4 percent of our pro-forma bank-wide total assets estimated as of the time the acquisition of State Bank and Trust is finalized.

Cadence Bank Small Business Loan Commitment
($000)

	2019	2020	2021	2022	2023	TOTAL by CATEGORY	TOTAL by STATE
ALABAMA							**167,090**
GAR Less Than $1 Million	12,516	13,518	14,599	15,767	17,028	85,017	
LMI Census Tract	12,083	13,050	14,093	15,221	16,439	82,073	
TEXAS							**176,986**
GAR Less Than $1 Million	13,790	14,894	16,085	17,372	18,762	93,671	
LMI Census Tract	12,266	13,247	14,307	15,451	16,687	83,315	
FLORIDA							**62,541**
GAR Less Than $1 Million	8,055	8,699	9,395	10,147	10,958	54,712	
LMI Census Tract	5,328	5,754	6,215	6,712	7,249	7,829	
GEORGIA							**238,939**
GAR Less Than $1 Million	17,898	19,330	20,876	22,547	24,350	121,574	
LMI Census Tract	17,279	18,661	20,154	21,766	23,507	117,365	
TENNESSEE							**10,346**
GAR Less Than $1 Million	600	648	700	756	817	4,078	
LMI Census Tract	923	997	1,076	1,162	1,255	6,268	
MISSISSIPPI							**30,207**
GAR Less Than $1 Million	3,115	3,365	3,634	3,924	4,238	21,161	
LMI Census Tract	1,332	1,438	1,553	1,678	1,812	9,045	
					TOTAL SMALL BUSINESS COMMITMENT		**686,109**

Community Development Lending and Investment

Cadence Bank has established a five-year community development loan and investment ("CDLI") commitment of $706 million. Our commitment reflects our affirmative intention to reinvest in our communities through support of activities that increase the availability of affordable housing, services, and economic opportunity for low- and moderate-income persons or help to stabilize and improve conditions in distressed communities in the communities that we serve. That commitment represents more than 4.5 percent of our total assets and more than 40 percent of our Tier 1 Capital. We have established goals for each of our assessment areas and states based on the allocation of our deposits. We believe that achieving this goal will make Cadence an industry leader in community development lending and investment.

Cadence will work with our CRA Advisory Committee to identify community development needs and opportunities in our various markets, and we will seek to maximize the impact of our community development activities. Our priorities may vary among our assessment areas and states and between urban and rural markets, but based on initial input from the NCRC we will look for ways to support:

- Non-profit capacity building;
- Innovative ways to support non-profit developers of affordable single-family housing, such as through favorable loan terms for non-profit developers, long-term term financing, gap financing, and pre-development loans;
- Housing counseling and financial literacy programs;
- Projects to revitalize and stabilize distressed urban and rural communities;
- Small businesses that are creating job opportunities for LMI persons or in LMI neighborhoods;
- Programs to remediate environmental damage or the damage from natural disasters, such as hurricanes; and
- CDFIs, such as through the purchase of mortgage loans made to support affordable housing or micro-loans to very small businesses or through EQ2 investments that represent fully subordinated debt, with equity-like characteristics.

Our CDLI commitment is summarize in the following table.

Cadence Bank Community Development Loan and Investment Commitment

($,000)

Alabama	Texas	Florida	Georgia	Tennessee	Mississippi	Bank-Wide
160,000	210,000	72,000	220,000	8,000	36,000	**706,000**

Philanthropy

Cadence believes that there are circumstances in which a certain level of grants or donations, in combination with loans and investments, are critical to a community development program's success. In recognition of the importance of grants and donations as part of a holistic approach to community development, Cadence has committed to more than tripling our previous philanthropic budget to $6 million over five years. Cadence Bank allocates it charitable donations and grants to its assessment areas by the dollar amount of deposits in each assessment area.

Cadence will work with its CRA Advisory Committee to establish a disciplined and impactful program for the use of its grant funding and donations. Although the specific framework for this program has not been finalized, we expect that our grants and donations will support a variety of activities throughout our banking footprint, including:

- Support for local and national training on community reinvestment and fair lending;
- Grants to cover operating expenses of non-profits or to help them to operate more strategically;
- Grants to support pre-development costs associated with affordable housing development;
- Support of organizations assisting small businesses through training or mentorship programs to increase capacity and effectiveness;
- Support for housing counseling and other financial literacy initiatives;
- Support for non-profits and CDFIs that provide small short-term loans that offer alternatives to predatory and payday lenders;
- Interest rate reductions for purchased loans; and
- Downpayment assistance for LMI and first-time homebuyers.

Other Initiatives

Cadence will also pursue other means to support its communities, including support for employee volunteer activities to support community development throughout our assessment areas, the opening of new branches in LMI census tracts, and further product innovations.
One goal is to support at least six hours of volunteer work from our staff per year and the participation of our executive leadership on the boards and committees of local non-profit and community-based organizations. This represents nearly 10,000 hours per year, an additional commitment we value at approximately $2.5 million.

A second goal is to open at least two new branches in LMI census tracts over the next five years, in Birmingham Alabama and in Atlanta Georgia. Given the costs to open and operate a branch, this represents an additional commitment of approximately $2 million to those communities. Providing bilingual staff at the branches will be considered on a case by case basis depending on the location of the branch.

Our third goal would be to work with our CRA Advisory Committee as well as local organizations to enhance or loan and deposit product offerings to expand our presence in LMI neighborhoods and MMCTs and among small businesses with gross annual revenues of less than $1 million. The CRA Advisory Committee will consist of 12 to 15 people, which will include 6 NCRC representatives. The committee will meet on a semi-annual basis to discuss goals and objectives.

Cadence Bank will report on the progress of the implementation of the Plan on an annual basis to the CRA Advisory Committee. Cadence Bank will also make available CRA personnel to serve as contacts that can address questions/proposals from B.A.R

Finally, we will seek to promote partnerships with local non-profits and CDFIs with the goal of establishing referral relationships and to provide technical assistance to expand financial service options and opportunities for LMI persons and small businesses.

EGOV STRATEGIES LLC

Software for state and local government

Response to:

Fort Bend County, TX

Depository Bank Services RFP 20-074

Jason Morris, Director, Enterprise Payments
jmorris@egovstrategies.com
(317) 759.6544 (direct)

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INTRO LETTER/OVERVIEW

Depository Bank Services for Fort Bend County RFP 20-074

Cadence Bank partners, eGov Strategies, for electronic payment processing services. eGov specializes in merchant services for Government Merchants that want to accept credit and debit card transactions while passing merchant processing costs on to their payers, using a service fee pricing model. eGov collects service fees from each payer to cover the card brand (VISA, MasterCard, American Express and Discover) interchange costs.

The County will receive a direct deposit for the principal transaction amount (tax, permit, court, license, etc. payment). eGov will receive the service fee deposit amount. Service fees are never co-mingled with the County's principal amount and are collected in a separate transaction.

eGov accepts all major credit cards and debit cards - VISA, MasterCard, Discover & American Express. Individual County departments can decide which department transaction types will be available for online, telephone, or over-the-counter collections. eGov's payment processing solution is integrated with one of the largest payment processing gateways in the world, TSYS, to authorize each transaction.

County staff will work within eGov's web-based software tool, the eGov Manager, to view real-time reports for tracking each transaction. The County will be required to complete a TSYS merchant application that will route credit card and debit card transaction deposits to their individual department bank accounts. The County will also be required to sign a separate eGov Strategies Professional Services Agreement. eGov will act as a liaison between the County and TSYS to complete all necessary merchant paperwork.

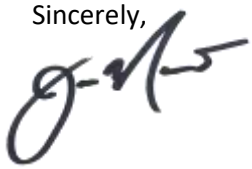
This proposal is considered a "referral" and will not be contracted in conjunction with other services the Bank is offering in response to the County's Request for Proposal of Depository Bank Services for Fort Bend County RFP 20-074.

Upon award of a contract, the Bank will schedule a time for the County to meet with eGov to evaluate the County's merchant service needs and provide a customized solution.

Please review page 24 for proposed costs associated with this solution.

I sincerely appreciate the opportunity to present the enclosed proposal and look forward to answering any further questions and developing a fruitful long-term partnership.

Sincerely,



Jason Morris | Business Development Manager | 877.634.3468 ext. 6544 | jmorris@egovstrateiges.com

EXECUTIVE SUMMARY

BACKGROUND AND EXPERIENCE

eGov Strategies was founded in 1999 by co-creators of one of the most successful local government websites of the late 1990's. The past 19 years have resulted in an array of government software innovations, but the company leadership and philosophy remain unchanged. Included in this overview are the vital details of our company.

Company: eGov Strategies, LLC

Founded: 1999

Headquarters: Indianapolis, IN

East Coast Office: Washington, DC

Professional services: E-government software, online payment processing, electronic bill presentment and e-billing, citizen engagement tools, website content management, responsive design and custom web application development.

Industry Experience: 500+ projects including 150 municipal website management projects and over 350 unique payment processing gateways, complete with design and interactive online tools for citizen engagement and 24/7 customer service.

- Clients include 27 state agencies for child support credit card processing, the 3rd largest county in the US (Harris County, TX) and the 2nd largest City in the state of New York, the Town of Hempstead.
- Recipient of Center for Digital Government's "Best Fit Integrator" – 2010
- Recognized in 2017 as an innovator in agile web development by Government Technology: **www.egovstrategies.com/govtech-article**

Relevant Partnership: **Cadence Bank** is a strategic partner with eGov Strategies, the preferred government payments software platform for TSYS Merchant Solutions.

COMPLIANCE WITH RFP SPECIFICATIONS

eGov Strategies will create, deploy and manage an **Enterprise Payment Portal** that will enable the **Fort Bend County** to process electronic payments by Credit Card and E-Check via multiple customer access points.

The Enterprise Payment Portal functionality is a single administrative platform for managing access to payment item configurations and reporting functions. The system will be configured by the eGov Strategies Implementation Team and has been developed to be easy to use for administrators and municipal staff of all skill levels.

PAYMENT PROJECTS

eGov currently provides credit card and E-Check payment processing services by web, IVR and OTC devices for more than 350 clients nationwide – including the largest county in Texas – Harris County. The total amount processed for clients in 2018 will exceed $1 billion.

Please see "Firm Experience" on page 30 for detailed examples of past projects.

CURRENT AND PENDING PAYMENT INSTALLATIONS

CURRENT PAYMENT CENTER CLIENTS	PURPOSE
e-ChildsPay.com Payment Portal	CC payment for Child Support
New Jersey Child Support Payment Portal	CC payment for Child Support
Harris County TX Tax Assessor-Collector	CC and E-Check Payment for Taxes
Town of Hempstead NY Receiver of Taxes	CC and E-Check Payment for Taxes
AndroGov Payment Portal for 60 Towns in Maine	CC and E-Check Payment for Taxes
Payment Portal for 80 Municipalities in OH, PA and NC	CC and E-Check for Various Items
eGov Payments – Payments Portal for 125 US Cities & Counties	CC and E-Check for Various items
60+ Various Stand-Alone Payment Websites - Dover, DE; Butler Co., OH; Yavapai County, AZ; Davenport, IA	CC and E-Check for Utilities, Taxes and Court Fees

A COMPREHENSIVE APPROACH

In order to exceed the needs and expectations of Fort Bend County, TX, **eGov Strategies** will provide its strategic payment implementation services using a structured methodology to plan, develop, test and deploy a first-class payment infrastructure. At the core of our implementation will be the Enterprise Payment Platform (EPP) – the leading web-based electronic payment solutions platform for local and County government.

The **eGov Enterprise Payment Portal** was designed specifically with local and state governments in mind. Payment items configured within the payment portal can be integrated across multiple payment platforms to facilitate electronic payment by all the following methods:

- Internet payments
- Card Present (optional)
- Interactive Voice Response system (optional)
- Mobile and wireless devices

The Enterprise Payment Portal has an unlimited range and its ease of use empowers your County's constituents to make more and more of their electronic payments online. Our history in partnering with government clients demonstrates double-digit payment growth year after year. Just some of the areas that you can use the Enterprise Payment Portal to expand collections include:

- Account Lookup and Payment
- Record Lookup and Payment
- Property Tax Payments
- Hotel-Motel Tax Payments
- Special Inventory Tax Payments
- Miscellaneous Tax Payments
- Other Payments/Donations



OUR APPROACH

eGov Strategies will create, deploy and manage an Enterprise Payment Portal that will enable the County to process electronic payments via multiple customer access points, including over-the-counter, web, mobile devices and IVR.

The Enterprise Payment Portal software will deploy payment items to the County website – seamlessly replicating the County website look-and-feel as directed by Fort Bend County. The payment website will be designed to be responsive in nature – so that it is optimized for viewing on all devices – PCs, tablets and mobile devices. Simultaneously, the Enterprise Payment Portal serves as the payment engine for over-the-counter (OTC) and IVR payments.

The Enterprise Payment Portal functionality is a single administrative platform for managing access to payment item configurations and reporting functions. The system has been developed to be easy to use for administrators and municipal staff of all skill levels.

County staff users will login to the Enterprise Payment Portal via a password-protected interface – the eGov Manager – and access aggregated reports across all payment methods to which the Enterprise Payment Portal is deployed.

Key payment services to be provided through this approach would include:

- eGov Manager for Managing and Configuring all Payment Items
- Online Payments w/ Design Services
  - Shopping Cart and Account Management Features
  - Balance and Account Lookup Functions
  - Bill Presentment and E-Billing (optional)
  - Pre-Built Integration Components
- At-the-Counter Payments
- Interactive Voice Response (IVR) Payments (optional)
- Coordinated Online and In-Office Marketing Efforts

EGOV MANAGER FOR PAYMENTS

Key features and functions that will be delivered include the following:

- Payment forms are created and configured by eGov or County staff;
- System includes role-based access to all eGov Manager features (like reporting);
- Payment forms can be easily customized to provide notifications for a variety of purposes: ACH Returns, Chargebacks, Payment Notifications, Daily Transaction Summaries and more;
- Confirmation pages and emails can be changed in real-time to reflect needs of the business;
- Gain access to registered users and trouble-shoot issues; and
- Review declined transactions or deny access to payment functions for specific users.
- Virtual Terminal for card present transactions.

ONLINE PAYMENTS WITH INTEGRATED DESIGN SERVICES

The eGov Manager for Payments enables various types of payment items to be deployed to the Enterprise Payment Portal. Advantages of this approach include:

- Fully-integrated software that **centralizes access to payment functions for the organization** through a single portal, consolidating a constituent's financial footprint with the County and simplifying the login and account management process for the payer.

- **Seamless user interface built to match the look-and-feel** of the County's existing web presence(s). User adoption of an online payment solution is dramatically increased when

the payer has confidence in the safety and security of the transaction process. A seamless user interface guarantees constituent payers ongoing confidence in the security of their tax transactions.

- **Responsive Design** so that payment items seamlessly conform to the size of the devices to which the payment form is accessed. In other words, the taxpayer experience is optimized for PC, Table or smartphone devices. This eliminates the need for an "app" and increases convenience for payers.

An example of seamless integration with third-party websites and a seamless payment flow is illustrated below for Butler County, Ohio (www.butlercountytreasurer.org) and **Harris County, TX (**www.hctax.net/Property/PropertyTax**):**



SHOPPING CART AND ACCOUNT MANAGEMENT FEATURES

By default, the integrated design services provide a wide range of customer conveniences that facilitate online payments. Some of these features include:

- **Add multiple payments to a shopping cart** so that payment is made VIA A SINGLE TRANSACTION

- **Create an account to associate parcels for quicker access**. Registered users can also view their payment history and save credit card and E-Check information

- **Register for any advanced features such as E-Billing** (receiving copies of your tax bill by email) and/or **Paperless** (opt out of receiving a paper statement – requires coordination with the County) and/or **AutoPay** (see next section – "Recurring and Scheduled Payments").

MY ACCOUNT DASHBOARD

General Tax Bills will become available after January 1st, 2019.

Accounts

Parcel ID	Address	eBilling	Paperless	AutoPay	Remove
00134 E 00010	27 HEDGEWAY CT	**Yes** / No	**No** / Yes	Sign Up	Remove

Type	Year	Bill Number	View Bill	Payment Period	Amount Due	Link
General	2019	201910000001	Page 1 | Page 2		$ ---	
School	2018/2019	201920000001	Page 1 | Page 2	First	$4182.56	Make Payment

RECURRING AND SCHEDULED PAYMENTS

The merchant tokenization features of the **eGov Enterprise Payment Portal** system provide taxpayers with additional capabilities in scheduling payments or configuring automatic payments. Functions available within the My Account Dashboard for scheduling payments include the following:

- **Configure AutoPay** so that a user's Credit Card or E-Check account is automatically charged a convenient amount of time BEFORE the tax bill is due. The email notifications that are sent out as part of this process include:

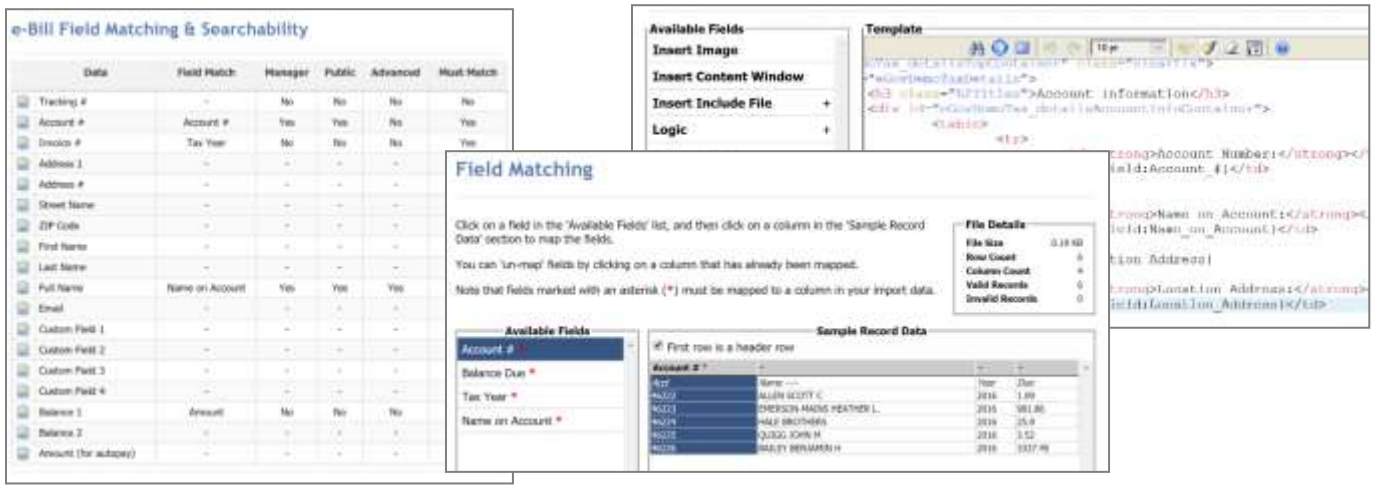
  - Confirm registration for AutoPay for one or multiple parcels
  - Advanced notification that an account will be charged **x** days before the charge occurs
  - Notification and a copy of the payment receipt when the account is charged

- **Registered users can save E-Check and Credit Card** information securely within the website. This enables quicker access for taxpayers who are paying online but want the convenience of dictating when they want their payment to occur. NO CREDIT CARD OR E-CHECK INFORMATION IS STORED WITHIN YOUR WEBSITE – OR WITHIN OUR SYSTEM.

PRE-BUILT INTEGRATION COMPONENTS

eGov will build an interface to the ACT tax collection software at no cost, from eGov, for the collection and scheduling of online property tax payments. Our Integration Toolkit enables the **eGov Enterprise Payments** team to create robust payment items that can be easily configured and customized – generally with only minimal involvement of programming staff. Examples of payment items that can be configured within the Toolkit include:

- Look-up property records by account, parcel or owner information.
- Payments to be placed in shopping cart and paid by one transaction.
- Ability to process scheduled future and/or recurring payments.
- Online E-Check processing at no fee.
- For Various Other Types – look-up by account number or user and find the current outstanding balances for permits, pet licenses, child support collection and more.



Non-technical implementation team members can quickly create search forms, advanced search forms, search result pages, bill templates, account detail pages and shopping cart elements. Map form fields from back-office data to search forms and detail pages. Control what the output looks like through advanced HTML/CSS-capable templates.

BALANCE, ACCOUNT LOOKUP AND PAYMENT FILE IMPORT FUNCTIONS

BALANCE AND ACCOUNT LOOKUP FUNCTIONS

Providing users with the ability to find their account and associated balances and fees provides benefits for both the constituent – reducing phone calls into government offices – and for staff – eliminating the need to match mistyped account information to associated payments.

The Enterprise Payment Portal platform enables the **eGov Enterprise Payments** implementation team to streamline the configuration of integration for payment items that require searching account information and presenting account information to users from back-office systems.

Whether it's using a flat-file integration or live data look-ups via web services, the Enterprise Payment Portal can be customized to provide a range of functions to drive even the most complex payment portals imagined – utilizing data from your back-office systems.

If desired, the **eGov Enterprise Payment Portal** provides advanced capabilities for the following:

- Calculating and displaying payment penalties based on specific tax payment deadlines
- Calculating and displaying payment discount options for paying taxes in advance

PAYMENT FILE IMPORT FUNCTIONS

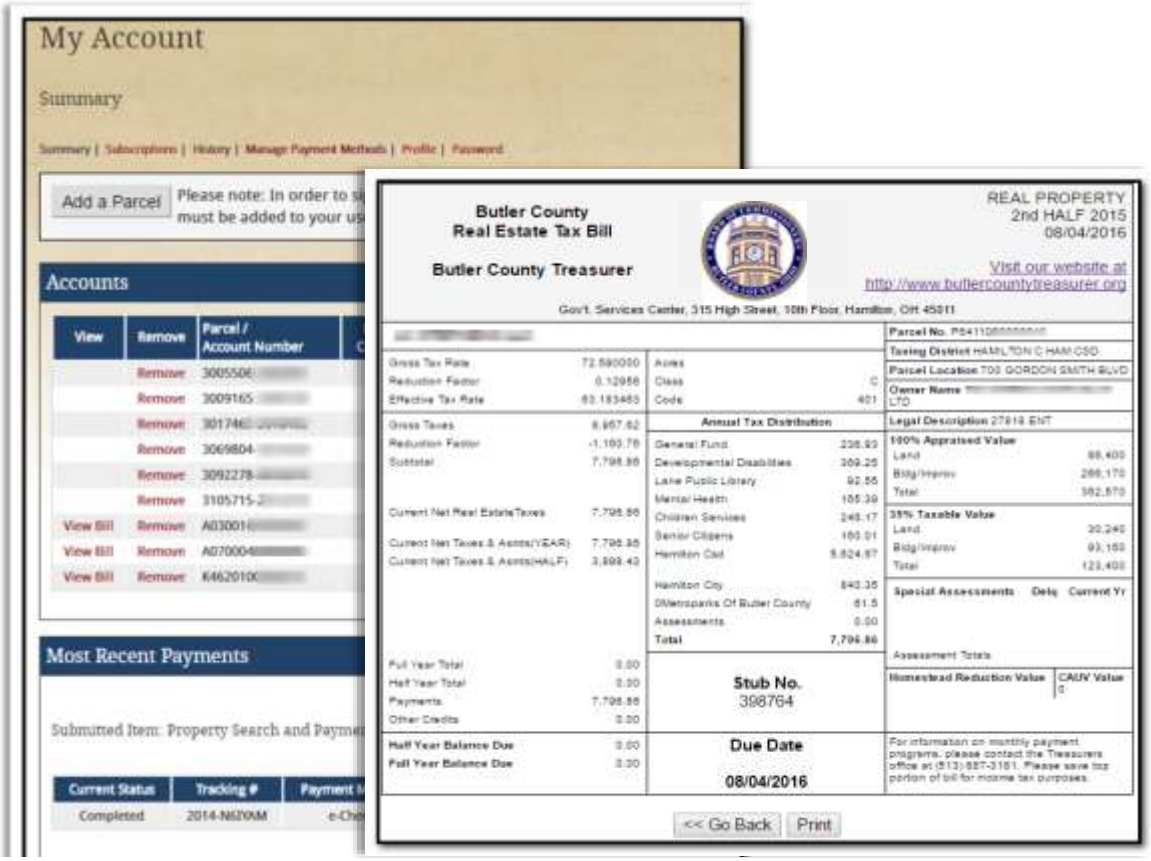
We expect thousands of payments – and our software and infrastructure is VERY SCALABLE – to support thousands of clients paying over a billion dollars online. Therefore, our goal in the implementation process is to ensure that you can upload all payments.

Fortunately, we've built most of the tools needed to facilitate the upload of payment data into back-office systems into the **eGov Enterprise Payment Portal.** The developers within our implementation team will work with your and/or your back-office provider to either mimic your current process or create a better approach that streamlines operations within your office.

BILL PRESENTMENT AND E-BILLING (OPTIONAL)

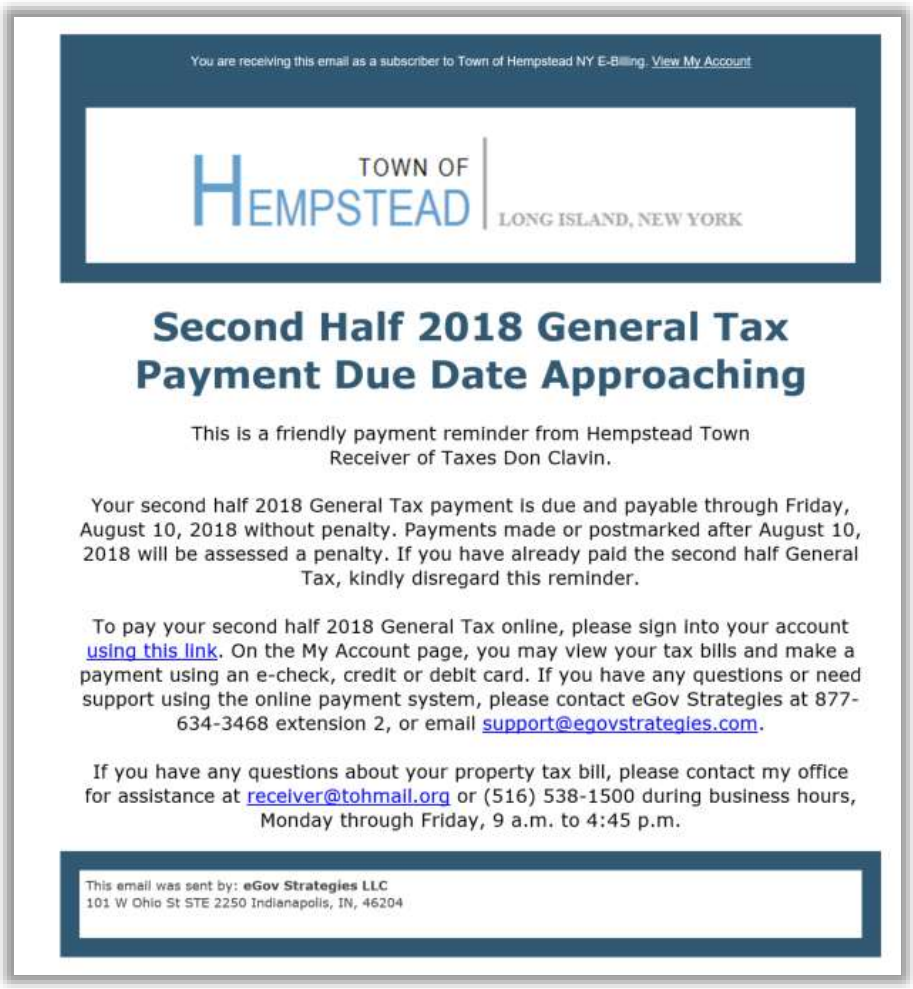
The Enterprise Payment Portal can also be integrated further to enable complex electronic bill presentment and in-depth account management for payment items that deserve such functionality (tax and utility billing).

Example: Butler County, OH Tax Payment



For e-Billing, the system can deliver automated electronic billing for payment items that require regular billing or account communications (principally, municipal taxes and utilities). Billing and alerts can be sent via email, SMS or both as determined by constituent preferences.

Town of Hempstead, NY E-Billing Example



You are receiving this email as a subscriber to Town of Hempstead NY E-Billing. View My Account

TOWN OF HEMPSTEAD | LONG ISLAND, NEW YORK

Second Half 2018 General Tax Payment Due Date Approaching

This is a friendly payment reminder from Hempstead Town Receiver of Taxes Don Clavin.

Your second half 2018 General Tax payment is due and payable through Friday, August 10, 2018 without penalty. Payments made or postmarked after August 10, 2018 will be assessed a penalty. If you have already paid the second half General Tax, kindly disregard this reminder.

To pay your second half 2018 General Tax online, please sign into your account using this link. On the My Account page, you may view your tax bills and make a payment using an e-check, credit or debit card. If you have any questions or need support using the online payment system, please contact eGov Strategies at 877-634-3468 extension 2, or email support@egovstrategies.com.

If you have any questions about your property tax bill, please contact my office for assistance at receiver@tohmail.org or (516) 538-1500 during business hours, Monday through Friday, 9 a.m. to 4:45 p.m.

This email was sent by: **eGov Strategies LLC**
101 W Ohio St STE 2250 Indianapolis, IN, 46204

TRANSACTION REPORTING

eGov Strategies will create, deploy and manage an **Enterprise Payment Portal** that will enable the County to process electronic payments via multiple customer access points, including over-the-counter, web, mobile-friendly web and IVR.

The Enterprise Payment Portal functionality is a single administrative platform for managing access to payment item configurations and reporting functions. The system integrates seamlessly with various **eGov Enterprise Payments** payment processing platforms that provide the utmost capabilities in large-volume payment processing.

STANDARD REPORTING

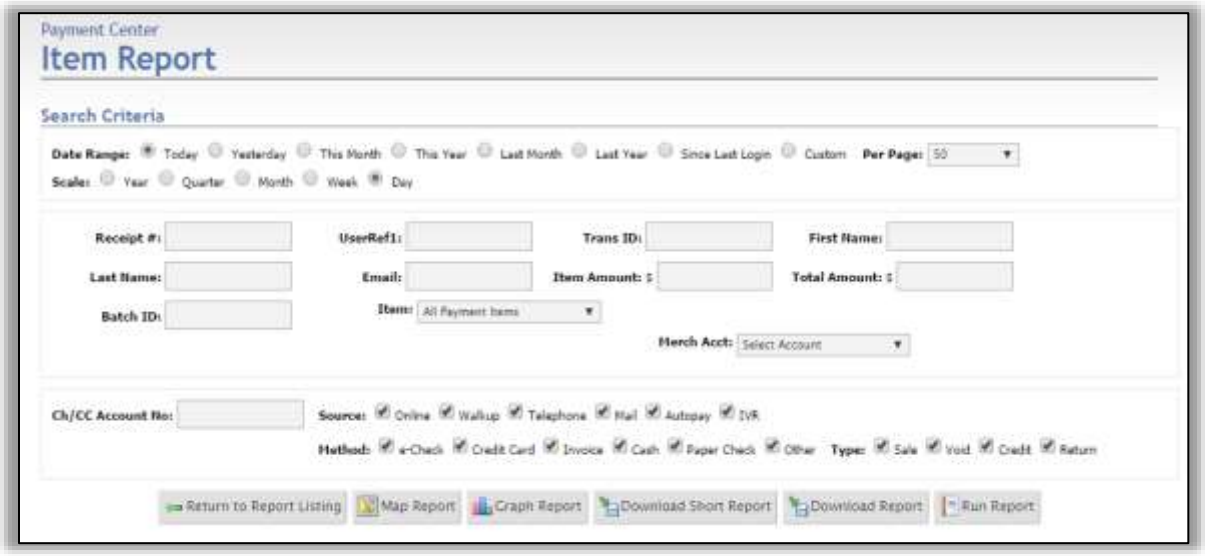
The **eGov Enterprise Payment Portal** includes a comprehensive reporting module that provides County staff with live, web-based, real-time reporting of transactions regardless of payment method (web, In Person, IVR, kiosk, etc.). The system is configured with multiple standard reports that include:

- Item and Transaction Reports
- Declined Transaction, ACH Return Reports
- Settlement Summary and Detail Reports
- Item Summary Report
- Teller and Workflow Reports
- Deposit and Budget Reports
- Merchant Account Report
- Fee Settlement Summary Report
- Fraud Alert Report

Each report can be downloaded directly to a user computer in numerous file formats (e.g. Excel) for further analysis. Reports can also be tailored to filter by any combination of the following:

- Date Ranges (quick-select options for yesterday, this month, last month, this year, etc.)
- Key Values (Receipt #, Name, Email, Amount, User-selected fields – like Account #)
- Payment Type or Merchant Account
- Transaction Source (Online, Walkup, Phone, IVR)
- Transaction Method (E-Check, Credit, Debit, Cash, Paper Check)
- Transaction Type (Sale, Void, Credit, Return)

The following search criteria is available across all Reports:



TRANSACTION AND ITEM REPORTS

Transaction and Item Reports within the **Enterprise Payment Portal** enable staff with appropriate access to find out specific details for a transaction.

- **Transaction Report** - provides transaction summary info for all items within a shopping cart
- **Item Report** - provides a breakdown of purchases by specific item purchased within the cart

Authorized eGov Manager users use the **Transaction and Item Reports** to both view transactions that have occurred and to issue voids or refunds based on the policy adopted by the County. See Voids, Refunds, Returns and Chargebacks on page 19 for more details on voids and refunds.

Within the **Item Report**, users can create custom reports to view the specific payment form fields that may be of interest to the user. A few of the options include:

- **User Ref fields (1-4) –** configure reports to show or pass the information within a "User Ref" value from 1 to 4 (e.g. UserRef1, UserRef2, etc.). This could be the Parcel ID or an Account Number.
- **Show in Lists –** configure reports so that special fields within the payment form are displayed. Generally, this is for non-standard forms – like for miscellaneous tax payments where fields are used to collect specific information.

SETTLEMENT PROCESS

The Settlement Process will be designed by the **eGov Enterprise Payments** implementation team so that it specifically meets the needs of the County. Some of the safeguards built into the Settlement Process include:

- Automated pre-reconciliation checks for duplicate payment processing

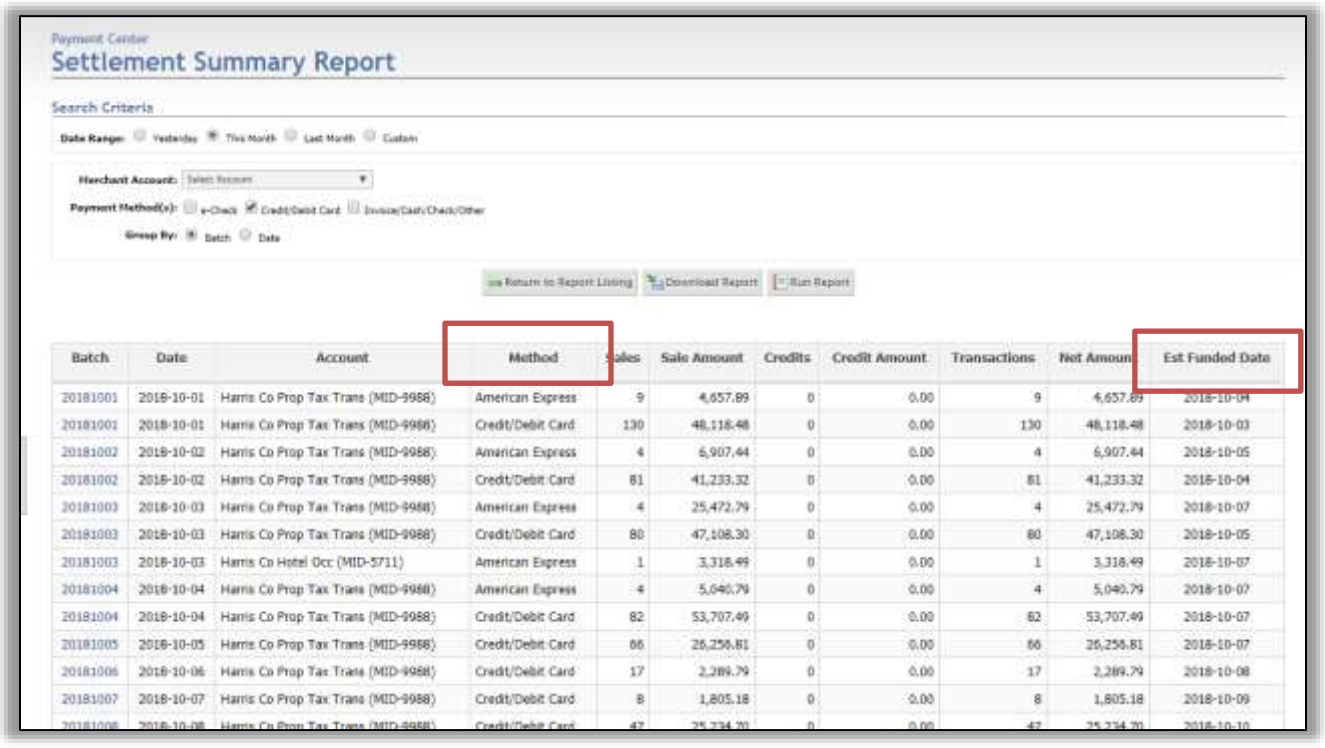
Note that PCI Level-1 Compliance is practiced across both the web payment software (eGov Payments) and our credit card and E-Check processing gateways, TSYS. This certification involves comprehensive independent audits of the technology, security, hosting environments and internal processes to ensure credit card data is stored, processed and transmitted in a secure and protected manner.

SETTLEMENT SUMMARY AND DETAILS (DAILY AND MONTHLY)

The Settlement Summary and Settlement Detail Reports provide financial administrators information to reconcile bank deposits against a settled transaction batch.

- **Settlement Summary for Credit Cards –** use the Payment Method filter to view credit card totals. Filter by date range and/or merchant account.

Figure 1 - Credit Card Settlement Summary Report – for the Month

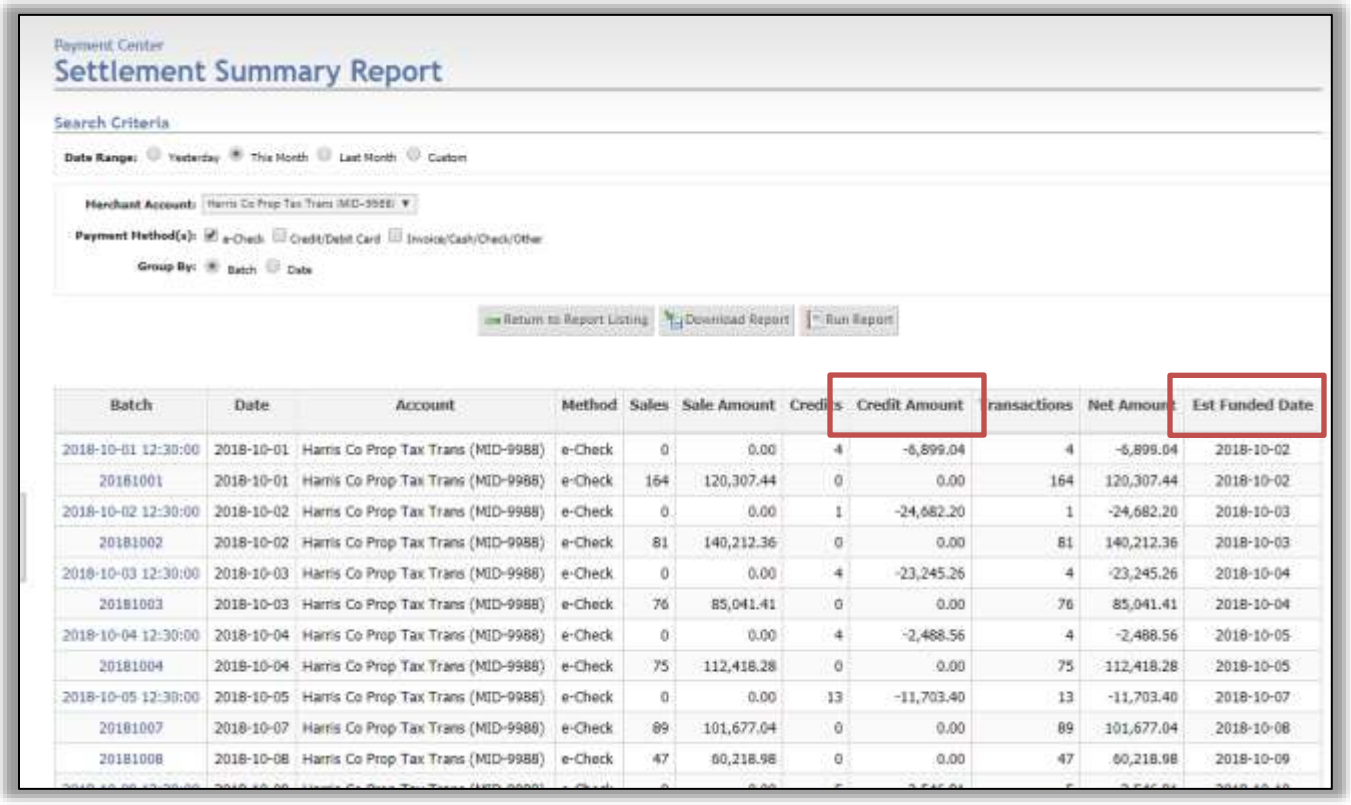


- **Use Method to view Credit Card deposits that may have different settlement times.** Generally, there will be two methods – one for VISA/MC/Discover deposits and one for American Express deposits.

- **Use Est Funded Date** (expected date for this deposit) to compare this deposit against the actual bank deposit. Note that different payment methods will have different designations within your bank statement.

- **Settlement Summary for E-Checks –** use the Payment Method filter to E-Check totals. Filter by date range and/or merchant account.

Figure 2 - ACH Settlement Summary Report – for the Month



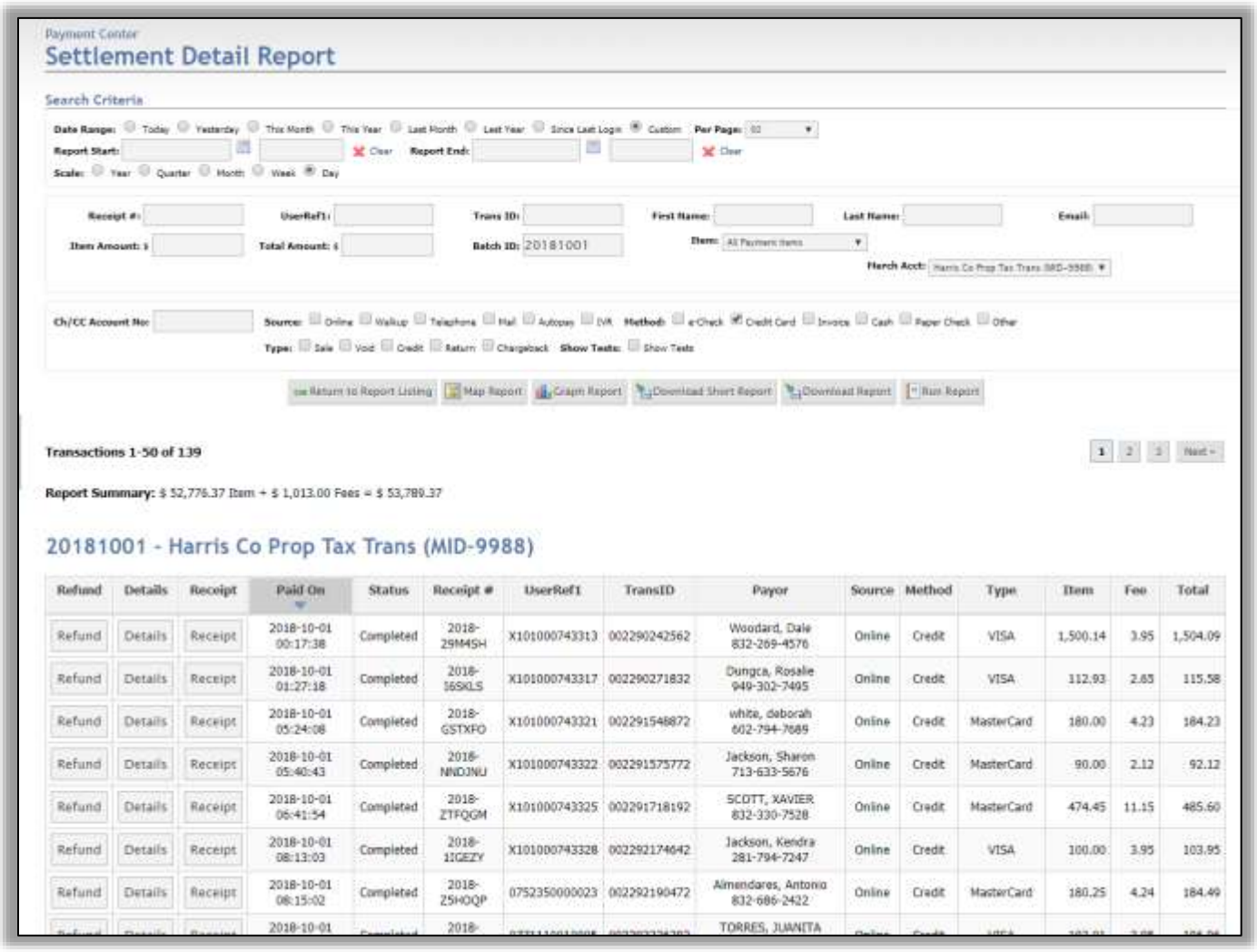
Batch	Date	Account	Method	Sales	Sale Amount	Credits	Credit Amount	Transactions	Net Amount	Est Funded Date
2018-10-01 12:30:00	2018-10-01	Harris Co Prop Tax Trans (MID-9988)	e-Check	0	0.00	4	-6,899.04	4	-6,899.04	2018-10-02
20181001	2018-10-01	Harris Co Prop Tax Trans (MID-9988)	e-Check	164	120,307.44	0	0.00	164	120,307.44	2018-10-02
2018-10-02 12:30:00	2018-10-02	Harris Co Prop Tax Trans (MID-9988)	e-Check	0	0.00	1	-24,682.20	1	-24,682.20	2018-10-03
20181002	2018-10-02	Harris Co Prop Tax Trans (MID-9988)	e-Check	81	140,212.36	0	0.00	81	140,212.36	2018-10-03
2018-10-03 12:30:00	2018-10-03	Harris Co Prop Tax Trans (MID-9988)	e-Check	0	0.00	4	-23,245.26	4	-23,245.26	2018-10-04
20181003	2018-10-03	Harris Co Prop Tax Trans (MID-9988)	e-Check	76	85,041.41	0	0.00	76	85,041.41	2018-10-04
2018-10-04 12:30:00	2018-10-04	Harris Co Prop Tax Trans (MID-9988)	e-Check	0	0.00	4	-2,488.56	4	-2,488.56	2018-10-05
20181004	2018-10-04	Harris Co Prop Tax Trans (MID-9988)	e-Check	75	112,418.28	0	0.00	75	112,418.28	2018-10-05
2018-10-05 12:30:00	2018-10-05	Harris Co Prop Tax Trans (MID-9988)	e-Check	0	0.00	13	-11,703.40	13	-11,703.40	2018-10-07
20181007	2018-10-07	Harris Co Prop Tax Trans (MID-9988)	e-Check	89	101,677.04	0	0.00	89	101,677.04	2018-10-08
20181008	2018-10-08	Harris Co Prop Tax Trans (MID-9988)	e-Check	47	60,218.98	0	0.00	47	60,218.98	2018-10-09

- **ACH Returns are shown within the Credit Amount column.** These can be configured to "net out" of the E-Check deposit amount – or can be taken out of a different bank account, if desired.

- **Use Est Funded Date** (expected date for this deposit) to compare this deposit against the actual bank deposit. Note that the E-Check deposit will have a different designation from any of the other Credit Card deposit methods.

- **Settlement Details for Credit Cards –** by selecting a batch number within the Settlement Summary Report, a user can view details for a specific day. Note that the Details for E-Checks will be identical to this report – except filtered to only display E-Check transactions.

Figure 3 – Credit Card Settlement Details - for a Day



Refund	Details	Receipt	Paid On	Status	Receipt #	UserRef1	TransID	Payor	Source	Method	Type	Item	Fee	Total
Refund	Details	Receipt	2018-10-01 00:17:38	Completed	2018-29M4SH	X101000743313	002290242562	Woodard, Dale 832-269-4576	Online	Credit	VISA	1,500.14	3.95	1,504.09
Refund	Details	Receipt	2018-10-01 01:27:18	Completed	2018-16SKLS	X101000743317	002290271832	Dungca, Rosalie 949-302-7495	Online	Credit	VISA	112.93	2.65	115.58
Refund	Details	Receipt	2018-10-01 05:24:08	Completed	2018-GSTXFO	X101000743321	002291548872	white, deborah 602-794-7689	Online	Credit	MasterCard	180.00	4.23	184.23
Refund	Details	Receipt	2018-10-01 05:40:43	Completed	2018-NNDJNU	X101000743322	002291575772	Jackson, Sharon 713-633-5676	Online	Credit	MasterCard	90.00	2.12	92.12
Refund	Details	Receipt	2018-10-01 06:41:54	Completed	2018-ZTFQGM	X101000743325	002291718192	SCOTT, XAVIER 832-330-7528	Online	Credit	MasterCard	474.45	11.15	485.60
Refund	Details	Receipt	2018-10-01 08:13:03	Completed	2018-1IGEZY	X101000743328	002292174642	Jackson, Kendra 281-794-7247	Online	Credit	VISA	100.00	3.95	103.95
Refund	Details	Receipt	2018-10-01 08:15:02	Completed	2018-Z5HOQP	0752350000023	002292190472	Almendares, Antonio 832-686-2422	Online	Credit	MasterCard	180.25	4.24	184.49
			2018-10-01		2018-			TORRES, JUANITA						

DEPOSIT OF FUNDS

A separate bank deposit is made for each payment methods listed below. Funding time is 48 business hours (two business days) from time of submission.

- **E-Checks** Deposited two business days later
- **Credit/Debit cards** Deposited two business days later

A Settlement Summary Report is generated for each day and for each payment method. The Settlement Summary Reports are made available in the following ways:

- Within the eGov Manager Reports section
- Emailed to those users that have been configured for "Daily Summary" reports
- Via Secure FTP Access as a .csv file (this often is imported into your back-office system)

VOIDS, REFUNDS, RETURNS AND CHARGEBACKS

HANDLING VOIDS AND REFUNDS

For credit card and debit card transactions, settlement will occur on a nightly basis for all transactions processed at or after 12:00 AM Central Time. To refund someone's payment, there are two scenarios to consider:

1. **Same Day (Void)** – Up until credit card settlement has occurred, you will be able to void both the payment and the service fee within either the **Transaction Report** or within the **Item Report.** Use the Search Criteria to filter your transactions (the default only shows today's transactions) and hit "Run Report". On the results below, select "REFUND" in front of the transaction that you would like to cancel.

2. **Next Day (Refund)** – For all other transactions, you can only refund the amount of the payment (e.g. the actual amount of the tax payment) but not the service fee as the payment has been processed and credit card fees have been assessed. As above, use the Search Criteria to filter your transactions and hit "Run Report". On the results below, select "Refund" in front of the payment transaction that you wish to refund.

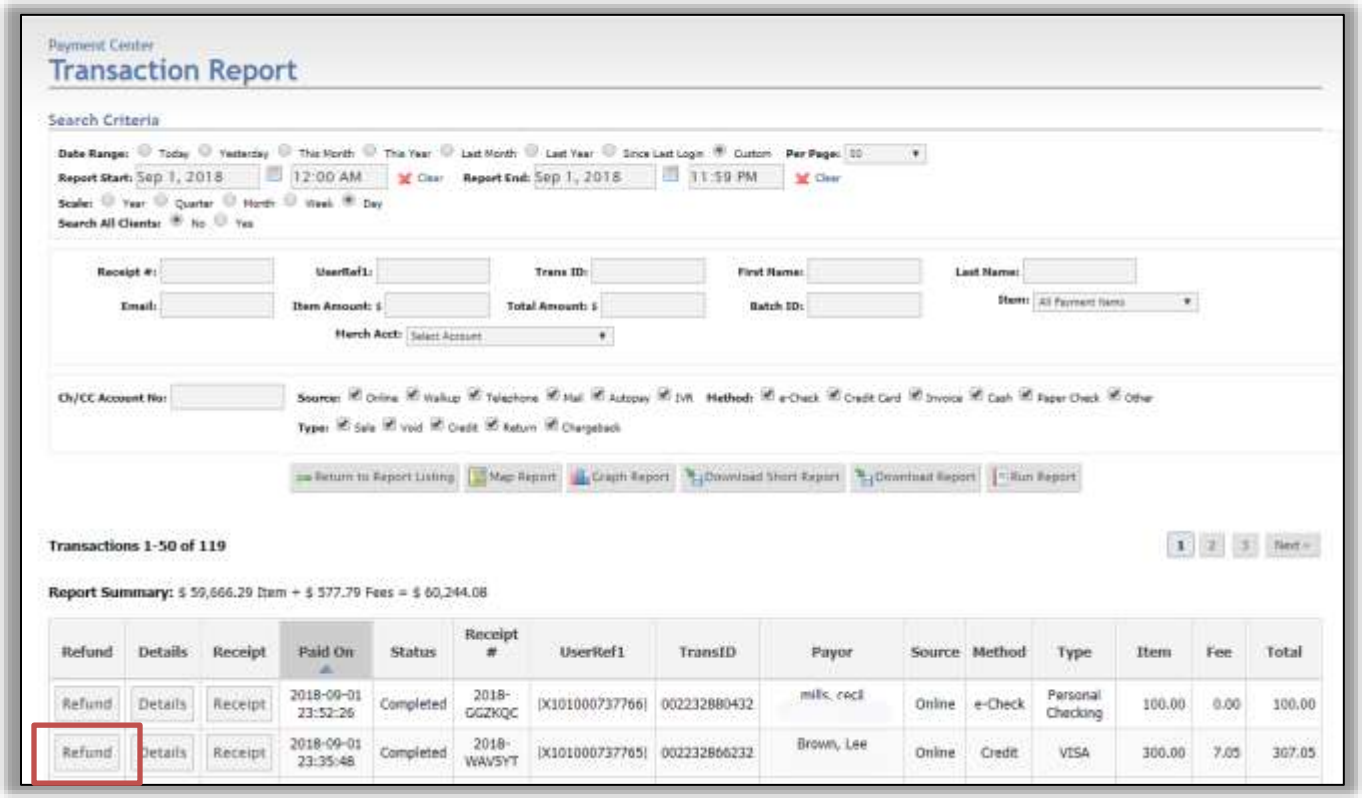
   Note that the Service Fee cannot be refunded for transactions that have settled.

In the Transaction Report below, an authorized user would search for the transaction to be voided or refunded and then select the Refund button (see the RED BOX in the screenshot).

The user is forwarded to a confirmation page that explains the rules for voiding (same day) and refunds (next day or later – service fee is not refunded).

For voids, the transaction is canceled so no adjustment is needed within the back-office system that tracks payments. The transaction DOES NOT appear in any Settlement reports – but it is recorded within the eGov Manager as a credit – with $0 in the Item and Fee fields.

For refunds, the funds would be withdrawn from the account in 2 business days and is listed within the Settlement Summary Report as a CREDIT. Because there is generally more coordination needed with the back-office system, REFUNDS ARE GENERALLY DONE OUTSIDE OF THE PAYMENT SYSTEM.

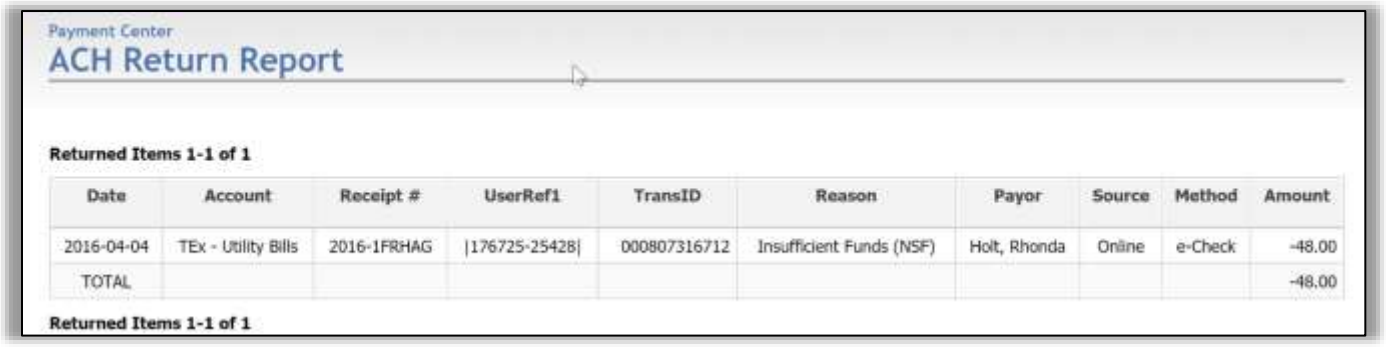


HANDLING ACH RETURNS

An ACH Return is NOT administered by eGov Manager users. Rather, they are funds returned by the issuing bank for several reasons including Invalid Account Number, Insufficient Funds, Unable to Locate Account, etc. An ACH Return happens AFTER the deposit for the transaction has been made – generally, up to 2 business days.

The **ACH Return Report** is a list of these ACH returns for a specific date range. A user can identify the specific payor responsible for the debit that appears in the Settlement Summary Report for e-Check (ACH) transactions. The ACH Return is reflected within the Settlement Summary Report and generally, adjustments are made directly within the back-office system.

- **ACH Return Reports** are provided both within the eGov Manager and by Email. A screenshot of the eGov Manager report is provided below.



Payment Center

ACH Return Report

Returned Items 1-1 of 1

Date	Account	Receipt #	UserRef1	TransID	Reason	Payor	Source	Method	Amount
2016-04-04	TEx - Utility Bills	2016-1FRHAG	|176725-25428|	000807316712	Insufficient Funds (NSF)	Holt, Rhonda	Online	e-Check	-48.00
TOTAL									-48.00

Returned Items 1-1 of 1

HANDLING CREDIT CARD CHARGEBACKS

A **Credit Card Chargeback** works similarly to how an ACH Return report works. While eGov has its own process in place for defending potential chargebacks with each of the major card brands, they can and do exist.

The **Chargeback Report** is a list of these Chargebacks for a specific date range. Because they are so rare, the eGov Reconciliation Team will often alert the Client of a pending chargeback case. The Chargeback will be listed as a Credit within the eGov Settlement Summary reports.

- **Chargeback Reports** are provided both within the eGov Manager and by Email.

DETAILED TRAINING PLAN

At the hallmark of eGov's business is customer support and training. Our approach will be to leverage the resources of our structured approach to knowledge transfer – with the advantage of having a local presence through Cadence Bank – to ensure that Fort Bend County feels confident in a payment processing partnership that can serve the County for many years to come.

AGILE DEVELOPMENT PROCESS

eGov deploys payment solutions for customers using an Agile Development process that has at its core the following principles:

- Early and continuous feedback from clients
- Scheduling and rollout of functionality in 3-week "sprints"
- Continuous refinement of requirements between client and the development team

This approach reduces the amount of time needed for training on the system because every three weeks, clients are actively involved in testing the latest functionality released in that "sprint" – and providing feedback to the Development team.

The "Sprint Reviews" that are held at the end of each 3-week sprint involve:

- A list of new functions ready for test
- Training and documentation on using the new features
- Feedback from clients on items released at the previous Sprint Review
- A prioritized list of features planned for the next 3-week sprint

PAYMENT ITEM WALK-THRU AND TRAINING

After all planned "sprints" have been completed for the County payment solution, the eGov Project Leader will schedule a formal walk-thru and training session with key members of the client project team.

Before the training session, eGov will configure user access and set the payment solution to operate in a "Staging" environment – in which simulated transactions (both E-Check and Credit Card) will be submitted by both eGov and the client. This enables clients to test and learn all aspects of the new system.

SUPPORT AND TEAMEGOV.COM FOR ON-DEMAND, CONTINUOUS LEARNING

Once the new portal has been launched, regular phone and email support is available at (877) 634-3468 x2 or by emailing support@egovstategies.com. Emergency support (e.g. for site outages) is available 24/7.



The **eGov Enterprise Payments** implementation team will also configure your access to the **Team eGov Community Site.** Team eGov is a quick way to learn more about some of the special features of using the eGov Payments software and includes access to helpful videos and training guides for assistance.

HANDLING HIGH VOLUME TRANSACTIONS

eGov's architecture allows for virtually unlimited scalability to accommodate increased transaction volumes. eGov leverages its geographically diverse, hybrid-cloud distributed architecture combined with constant monitoring to automatically scale its capacity in times of increased load. Benchmarks show that eGov can accommodate up to 1,000 transactions per minute (1,440,000 transactions per day) with no impact on performance using our standard server resource allocation. If our monitoring detects a spike in transaction volume, our system will add servers to the pool to accommodate the extra demand on resources.

This approach has proven successful with eGov clients to date. Harris County, Texas, for example, has similar spikes on specific dates throughout the year. For example, on the due date for property taxes in early 2018, the county saw a spike in transactions of nearly 18,000 transactions. This was approximately 16,000 transactions higher than their daily tax season daily average. eGov was able to accommodate this load with no degradation in performance.

eGov utilizes a combination of technology and processes to safeguard its availability and performance. Centralized dashboarding allows eGov staff to get a full picture of the health and availability of the entire infrastructure. eGov also deploys several health KPIs which are monitored by independent systems. This monitoring solution notifies eGov staff members if a threshold is triggered so that the team can respond accordingly while automatically generating additional resources on demand from our server manifests. Finally, manifests are run multiple times per day to validate the health and integrity of the systems and insure that all systems are operating as expected.

PROPOSED COSTS

- Service Fee schedule to be incurred by the payer, not the County:
- VISA, MasterCard, American Express and Discover credit and debit transactions are processed with a 2.49% service fee. There is a $1.50 flat rate minimum fee charged if the 2.49% multiplied by the transaction amount does not reach the $1.50 threshold.
- e-Check transactions will be processed with a flat fee of $1.50.
- A $15 chargeback fee will be incurred by the County for any credit or debit card chargeback related transactions.
- A $3.50 e-check return fee will be charged for all returned e-checks.

*Integration to any County billing software will need to be scoped out and quoted separately.

*Service Fee Rates may be negotiated based on anticipated credit card processing volume.

FIRM EXPERIENCE

The following case studies represent completed projects of similar size and complexity to the Credit Card processing project to be completed for Fort Bend County, TX. The projects are:

- **Harris County TX Tax Office** – integration to back-office tax system and proven experience in handling December 31 and January 31 tax payment deadlines for the largest county in Texas – processing more than $68 million and 17,500 transactions on busiest day.

- **Town of Hempstead NY Receiver of Taxes** – integration to back-office systems and tax payment functionality for 2nd largest town in New York (population 800,000). System provided advanced customer service features for calculating penalties and discounts, e-billing, e-receipting and registering users for AutoPay and Paperless options.

- **City of Davenport, IA** – eGov has worked with the City since 2006 to provide website management and payment solutions. The payment website features integrated payment solutions for a variety of payment items including utility bills and parking tickets.

HARRIS COUNTY, TX PROPERTY AND MISCELLANEOUS TAX PAYMENTS | CC AND E-CHECK

Harris County Tax Assessor-Collector
City: Houston, TX
Contact Name and Phone: Elizabeth Doss 713.274.8110
Address: Elizabeth.Doss@taxhct.net
Equipment Used: Pay via Web, IVR and OTC using Mag Tek card readers

Population: 4,538,000
Current Volume: $180 million annually
Payment Items: Property, Hotel-Motel, Special Inventory **Email**
Start Date: August 2017



In 2017, eGov Strategies began implementing an Enterprise Payment Portal project for Harris County, TX – the 3rd largest county in the US. County goals included: integrating into various back office financial software packages; giving residents 24/7 access to account information through an online user interface; and increasing their overall revenue collection, while maintaining PCI compliance.

A primary goal for the County was to ensure that the vendor could support a payment infrastructure worthy of the highest volume of e-government transactions possible in the US – since their tax payment deadline occurs only one time per year.

Payments can be made with E-Check or credit card for Property Taxes, Hotel-Motel Taxes, Delinquent Property Taxes, Special Inventory Taxes and more.

Functionality provided to the County includes:

- Tax Payments by web, IVR and over-the-counter

- Custom web development for ACH and CC processing
- Highly robust payment site – built to handle thousands of transactions per hour
- Integrated bank deposit and reconciliation processes in partnership with Cadence Bank

TOWN OF HEMPSTEAD, NY TAX PAYMENTS | CC AND E-CHECK

Town of Hempstead, NY Receiver of Taxes
City: Hempstead, NY (Long Island)
Contact Name and Phone: Stephen Brown 516.538.1500 x7307
Email Address: sbrown@tohmail.org
Equipment Used: None - Web and IVR payments only

Population: 850,000
Current Volume: $30 million annually
Payment Items: School and General Taxes (1st & 2nd Half)
Start Date: March 2017

In 2017, the Town of Hempstead, NY solicited an RFP for credit card and electronic check processing. The eGov response included an online solution for web and IVR payments and tools to facilitate electronic billing. The objective of the Town's Receiver of Taxes was to encourage the adoption of "paperless" billing to provide taxpayers with better service and reduce costs to the Department. Key features of the system include:

- **Find current account information by searching by tax bill or Parcel ID number**. The Details page shows the customer's current balance (updated daily) and uses sophisticated business rules to calculate various payment options including: First Half, Second Half or Full Year payments; discounts for pre-payments; and penalties for payments after a specific deadline.



- **Receive email notices when bills are available**. Taxpayers can register to receive notices by email when bills are made available two times per year and payment reminders four times per year. The e-billing system also gives the Town the ability to send notices to registered users as needed to provide reminders to taxpayers and promote new system features.

- **My Account feature** enables taxpayers to opt-in to key customer service features such as e-billing, paperless and AutoPay. Registered users can also review e-receipts of online payments.

CITY OF DAVENPORT, IA INTEGRATED PAYMENTS | CREDIT CARDS

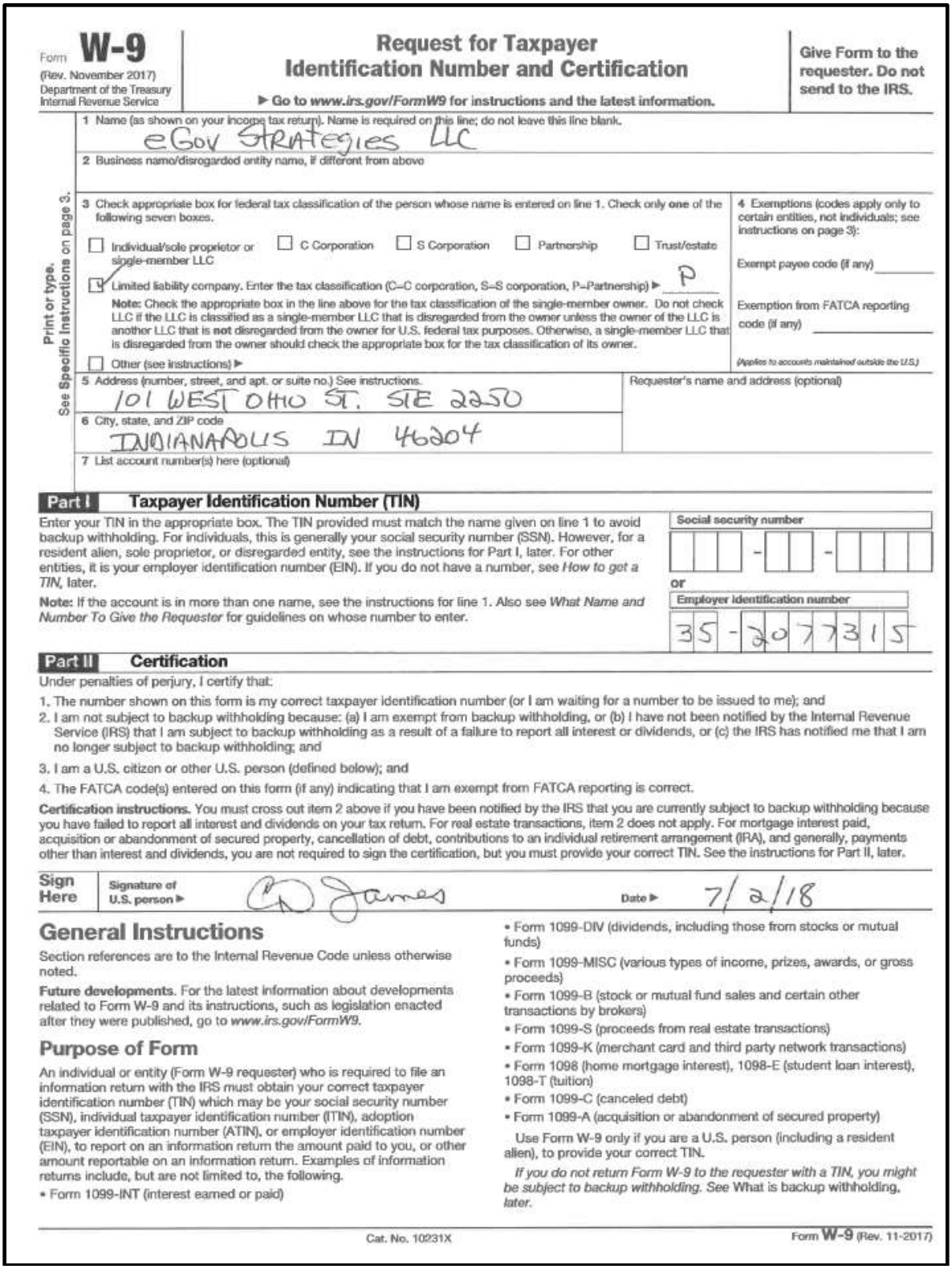
Jim O'Dean, Revenue Manager | Rob Henry, CIO – City of Davenport
Address: 226 West 4th Street, Davenport, IA 52801
Jim's Contact: (563) 326-7739 | jodean @ci.davenport.ia.us
Rob's Contact: (563) 326-7791 rhenry @ci.davenport.ia.us

Population: 102,157
Current Volume: $2.5 million annually
Payment Items: 11 payment items + integration to city back-office for utility payment and parking ticket lookups

The City has been an eGov client since 2006. eGov has worked closely with the City technology team for enhanced access to several back-office system – for both payments and 311 initiatives.

Through eGov, the City provides bill look-up features for parking tickets and utility / sewer payments, processing more than $2.5 million annually. Nine other payment items available via the eGov-powered Payment Center include: Bicycle Registration, Tent Permits, Yard Waste Cart application.

W9 TAX FORM



Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

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

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

Print or type. See Specific Instructions on page 3.

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

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

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

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

☐ Other (see instructions) ▶

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

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

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

5 Address (number, street, and apt. or suite no.) See instructions.
101 WEST OHIO ST. STE 2250

Requester's name and address (optional)

6 City, state, and ZIP code
INDIANAPOLIS IN 46204

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
___ - ___ - ____

or

Employer identification number
35 - 2077315

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ C. James Date ▶ 7/2/18

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

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

Cat. No. 10231X Form **W-9** (Rev. 11-2017)

We apreciate your time and consideration of this proposal and look forward to working with you.

Questions

Jason Morris

jmorris@egovstrategies.com
direct: 317.759.6544

CADENCE BANK
Trust & Asset Management

Account Summary Statement

Account Number: **XXXXXX2224**

January 01, 2020 To March 31, 2020

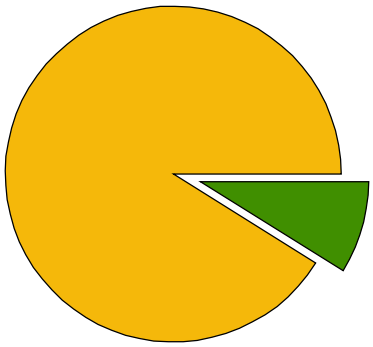
CADENCE BANK
2100 THIRD AVE. NORTH
SUITE 1100 ATTN: NATHAN HURST
VP/ASST CONTROLLER
BIRMINGHAM, AL 35203

Account Name:	SAMPLE
Account Number:	**XXXXXX2224**
Relationship Manager:	**WINSTON MCKNIGHT** **713-871-4099** **winston.mcknight** **@cadencebank.com**
Investment Officer:	**WINSTON MCKNIGHT** **713-871-4099** **winston.mcknight** **@cadencebank.com**
Investment Objective:	**NO AUTHORITY**

Important Information

Welcome to your new Cadence Statement designed with you in mind. Should you have any questions, comments or concerns, please contact your Cadence Trust team or email trust@cadencebank.com.
Thank you.

Your Investement Portfolio Profile



	Market Value	Percent
CASH AND CASH EQUIVALENTS	50,685,142.89	91.0%
FIXED INCOME	5,029,100.00	9.0%
Total	55,714,242.89	100.0%

Account Summary

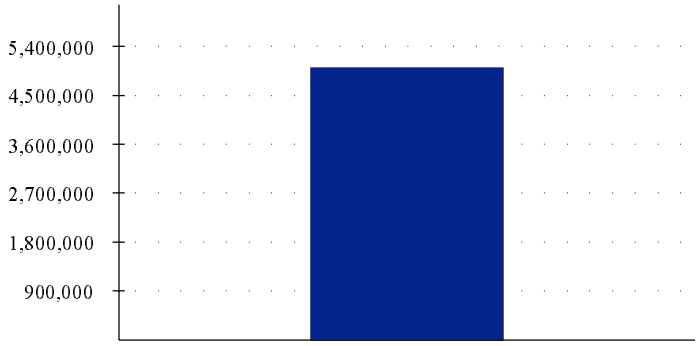
	This Period	Year To Date
Beginning Market Value	**54,713,332.17**	**54,713,332.17**
Taxable Interest	390,778.81	390,778.81
Cash Deposits	43,662,631.93	43,662,631.93
Distributions	43,034,375.00-	43,034,375.00-
Change In Market Value	18,125.02-	18,125.02-
Ending Market Value	**55,714,242.89**	**55,714,242.89**

Statement Of Investment Position

Description	Ticker	Shares	Market Value/ Price	Tax Cost/ Unrealized Gain/loss	Est Annual Income/ Accrued Inc	Current Yield
Cash And Cash Equivalents						
Commercial Paper						
09659BEJ5 BNP PARIBAS SA DISC @1.71% CP 05/18/2020		6,000,000.000	5,991,199.98 99.85	5,965,230.00 25,969.98	104,884.71	1.75
09659BFW5 BNP PARIBAS SA DISC @1.85% CP 06/30/2020		9,000,000.000	8,973,564.48 99.71	8,920,800.00 52,764.48	165,188.57	1.84
09659BGH7 BNP PARIBAS SA DISC @1.84% CP 07/17/2020		7,000,000.000	6,975,010.00 99.64	6,938,777.22 36,232.78	123,460.30	1.77
30229AM48 EXXON MOBIL CORP DISC @ 1.44% CP 12/04/2020		10,000,000.000	9,860,155.60 98.60	9,898,111.11 37,955.51-	141,944.45	1.44
63873JL65 NATIXIS DISC COML PAPER DISC @ 1.58% CP 11/06/2020		7,000,000.000	6,952,516.69 99.32	6,917,971.67 34,545.02	112,557.67	1.62
89233GFW1 TOYOTA MTR CR CORP DISC @ 1.85% CP 06/30/2020		6,000,000.000	5,976,446.16 99.61	5,939,526.67 36,919.49	114,962.32	1.92
89233GHU3 TOYOTA MTR CR CORP DISC @ 1.85% CP 08/28/2020		6,000,000.000	5,956,249.98 99.27	5,918,403.33 37,846.65	111,129.79	1.87
Total Commercial Paper		**Sub-Total**	**50,685,142.89**	**50,498,820.00** **186,322.89**	**874,127.81** **0.00**	**1.72**
Total Cash And Cash Equivalents			**50,685,142.89**	**50,498,820.00** **186,322.89**	**874,127.81** **0.00**	**1.72**

Statement Of Investment Position (Continued)

Bond Maturity Summary



Years To Maturity	Par Value	Percent
LESS THAN 1 YEAR	5,000,000.00	100.0%
Total	5,000,000.00	100.0%

Description	Rating	Par Value	Market Value/ Price	Tax Cost/ Unrealized Gain/loss	Est Annual Income/ Accrued Inc	Current Yield
Fixed Income						
Us Government Obligations						
9128282V1 U S TREASURY NOTE DTD 09/15/2017 1.375% 09/15/2020	AA+	5,000,000.000	5,029,100.00 100.58	4,994,921.88 34,178.12	68,750.00 3,175.95	1.37
Total Us Government Obligations		**Sub-Total**	**5,029,100.00**	**4,994,921.88** **34,178.12**	**68,750.00** **3,175.95**	**1.37**
Total Fixed Income			**5,029,100.00**	**4,994,921.88** **34,178.12**	**68,750.00** **3,175.95**	**1.37**
Total Assets			**55,714,242.89**	**55,493,741.88** **220,501.01**	**942,877.81** **3,175.95**	**1.69**
Total Accrued Inc			**3,175.95**	**3,175.95**		
Grand Total Assets			**55,717,418.84**	**55,496,917.83** **220,501.01**	**942,877.81** **3,175.95**	**1.69**

Transaction Statement

Date	Description	Principal Cash	Income Cash	Cost	Gain / Loss
Beginning Balance		**0.00**	**0.00**	**54,474,706.14**	

Transaction Statement (Continued)

Date	Description	Principal Cash	Income Cash	Cost	Gain / Loss
Taxable Interest					
01/16/20	912796TB5 INTEREST ON 8,000,000 UNITS UNITED STATES TREAS BILLS DTD 07/18/2019 01/16/2020 PAYABLE 01/16/2020	32,960.20			
01/31/20	62478XAX8 INTEREST ON 5,000,000 UNITS MUFG UNION BANK NA DISC @ 2.42% CP 01/31/2020 PAYABLE 01/31/2020	87,388.89			
02/04/20	9128282V1 ACCRUED INTEREST PAID 5,000,000 UNITS U S TREASURY NOTE DTD 09/15/2017 1.375% 09/15/2020	26,820.05-			
02/10/20	89233GBA3 INTEREST ON 5,000,000 UNITS TOYOTA MTR CR CORP DISC @ 2.43% CP 02/10/2020 PAYABLE 02/10/2020	91,125.00			
02/28/20	63873JBU3 INTEREST ON 7,000,000 UNITS NATIXIS DISC COML PAPER DISC @ 0 CP 02/28/2020 PAYABLE 02/28/2020	57,750.00			
03/16/20	9128282V1 INTEREST ON 5,000,000 UNITS U S TREASURY NOTE DTD 09/15/2017 1.375% 09/15/2020 PAYABLE 03/15/2020	34,375.00			
03/16/20	63873JCG3 INTEREST ON 10,000,000 UNITS NATIXIS DISC COML PAPER DIS @ 2.02 CP 03/16/2020 PAYABLE 03/16/2020	68,716.70			
03/26/20	912796SH3 INTEREST ON 8,000,000 UNITS UNITED STATES TREAS BILLS DTD 03/28/2019 03/26/2020 PAYABLE 03/26/2020	45,283.07			
Total Taxable Interest		**390,778.81**	**0.00**	**0.00**	**0.00**
Cash Deposits					
01/06/20	RECEIVED	8,920,800.00			
01/17/20	RECEIVED	12,904,007.22			
02/04/20	RECEIVED	5,021,741.93			
02/13/20	RECEIVED	6,917,971.67			
03/17/20	RECEIVED	9,898,111.11			
Total Cash Deposits		**43,662,631.93**	**0.00**	**0.00**	**0.00**

Transaction Statement (Continued)

Date	Description	Principal Cash	Income Cash	Cost	Gain / Loss
Distributions					
01/16/20	DISTRIBUTION	8,000,000.00-			
01/31/20	DISTRIBUTION	5,000,000.00-			
02/10/20	DISTRIBUTION	5,000,000.00-			
02/28/20	DISTRIBUTION	7,000,000.00-			
03/16/20	DISTRIBUTION	10,034,375.00-			
03/26/20	DISTRIBUTION	8,000,000.00-			
Total Distributions		**43,034,375.00-**	**0.00**	**0.00**	**0.00**
Purchases					
01/06/20	09659BFW5 PURCHASED 9,000,000 UNITS BNP PARIBAS SA DISC @ 1.85% CP 06/30/2020 ON 01/06/2020 AT 99.12 THRU BNP PARIBAS SECURITIES CORP/BOND	8,920,800.00-		8,920,800.00	
01/17/20	09659BEJ5 PURCHASED 6,000,000 UNITS BNP PARIBAS SA DISC @ 1.71% CP 05/18/2020 ON 01/17/2020 AT 99.4205 THRU BNP PARIBAS SECURITIES CORP/BOND	5,965,230.00-		5,965,230.00	
01/17/20	09659BGH7 PURCHASED 7,000,000 UNITS BNP PARIBAS SA DISC @ 1.84% CP 07/17/2020 ON 01/17/2020 AT 99.1254 THRU BNP PARIBAS SECURITIES CORP/BOND	6,938,777.22-		6,938,777.22	
02/04/20	9128282V1 PURCHASED 5,000,000 UNITS U S TREASURY NOTE DTD 09/15/2017 1.375% 09/15/2020 ON 02/03/2020 AT 99.8984 THRU WELLS FARGO SECURITIES, LLC	4,994,921.88-		4,994,921.88	
02/13/20	63873JL65 PURCHASED 7,000,000 UNITS NATIXIS DISC COML PAPER DISC @ 1.58% CP 11/06/2020 ON 02/13/2020 AT 98.8282 THRU BANKER TRUST CO COMMERCIAL PAPER	6,917,971.67-		6,917,971.67	
03/17/20	30229AM48 PURCHASED 10,000,000 UNITS EXXON MOBIL CORP DISC @ 1.44% CP 12/04/2020 ON 03/16/2020 AT 98.9811 THRU CITIBANK	9,898,111.11-		9,898,111.11	
Total Purchases		**43,635,811.88-**	**0.00**	**43,635,811.88**	**0.00**

Transaction Statement (Continued)

Date	Description	Principal Cash	Income Cash	Cost	Gain / Loss
Sales And Maturities					
01/16/20	912796TB5 MATURED 8,000,000 UNITS UNITED STATES TREAS BILLS DTD 07/18/2019 01/16/2020	7,967,039.80		7,967,039.80-	
01/31/20	62478XAX8 MATURED 5,000,000 UNITS MUFG UNION BANK NA DISC @ 2.42% CP 01/31/2020	4,912,611.11		4,912,611.11-	
02/10/20	89233GBA3 MATURED 5,000,000 UNITS TOYOTA MTR CR CORP DISC @ 2.43% CP 02/10/2020	4,908,875.00		4,908,875.00-	
02/28/20	63873JBU3 MATURED 7,000,000 UNITS NATIXIS DISC COML PAPER DISC @ 0 CP 02/28/2020	6,942,250.00		6,942,250.00-	
03/16/20	63873JCG3 MATURED 10,000,000 UNITS NATIXIS DISC COML PAPER DIS @ 2.02 CP 03/16/2020	9,931,283.30		9,931,283.30-	
03/26/20	912796SH3 MATURED 8,000,000 UNITS UNITED STATES TREAS BILLS DTD 03/28/2019 03/26/2020	7,954,716.93		7,954,716.93-	
Total Sales And Maturities		**42,616,776.14**	**0.00**	**42,616,776.14-**	**0.00**
Ending Balance		**0.00**	**0.00**	**55,493,741.88**	**0.00**

First Bankcard

ABOUT FIRST BANKCARD

First Bankcard, a division of First National Bank of Omaha, provides companies with exceptional commercial card services. With over $24 billion in managed assets, First National Bank of Omaha has grown into the largest privately owned bank holding company in the United States and has been issuing corporate and purchasing cards for over 25 years. First Bankcard currently services over 125,000 small businesses, municipalities, non-profits and large corporate credit card clients. We are committed to providing our customers with the best personal, technical and financial resources necessary for their success.

Online Card Account Management:

First Bankcard allows your Program Administrator(s), full access to manage your card program online, and in real-time. Direct Card Access, our online application, allows your Program Administrator(s) to:

- Monitor accounts and transactions, view statements, and download transaction data.
- Adjust card credit limits in real-time
- Request new or replacement cards
- Close accounts
- Make online payments.
- Individual cardholder online access to their account statements and download transaction detail
- Program Administrator(s) also may call our dedicated administrative client service team to request account management changes

Online Reporting:

First Bankcard's Commercial Card Advisor (CCA), offers a series of modules that are accessible and customizable according to the organization's needs. CCA offers standard and customizable reports for all transaction data up to 36 months. Standard reports include monthly statements, spend analysis reports, travel analysis reports, etc. Transaction data can be exported in Excel (CSV), tab and comma delimited format for import into your expense management and financial systems. Custom reports can be created specific to your needs. Our implementation team can work with you to create an Excel report for coding transactions.

Specific capabilities of the CCA system include:

- Reports can be created to analyze spend by cardholder, merchant; spend category, department, etc.
- Reports generated on demand or scheduled to run weekly, monthly, quarterly or annually.
- Email notifications of completed reports, including link to directly open the report, can be automatically sent to five separate email addresses.
- Transaction history available up to 36 months

Company Logo on Card

First Bankcard offers the ability to place a B&W logo on cards at no additional cost. The company will need to provide a high resolution, B&W logo in TIFF, BMP, or JPG format. The logo is placed on the cards at the time of issuing.

Purchase Controls

Purchasing controls can be used to improve visibility of expenses, enforce compliance, and increase savings. Controls can be implemented at the company, department, organization point, or individual cardholder level. Purchase controls available include:

- Merchant Category Code (MCC) Restrictions – Card usage can be blocked for a particular MCC or the company can utilize the 16 predefined MCC groups. Restrictions can be placed across the entire card program or individual card accounts

- Velocity Restrictions (frequency of use) - limit the number of transactions or dollar amount that can be charged during a specific time frame, such as daily, weekly, monthly, or cycle. These restrictions can be based on all MCC's or pre-defined merchant category groups.
- Credit Limit Controls – set and adjust card credit limits online, in real-time.
- Cash Advance Restrictions - completely or partially block cash advance access

PURCHASING CARD PROGRAM OPTIONS

First Bankcard supports a full spectrum of payment products for small item purchasing to Accounts Payable processing. The breadth of First Bankcard Purchasing Card program includes:

- Traditional Purchasing Cards
- Ghost Cards
- Virtual / One Time Use Card Numbers

Traditional Purchasing Cards

First Bankcard issues Visa or MasterCard purchase cards for low risk, small dollar purchasing. Small dollar purchasing transactions can account for a large number of transactions and consume a great deal of resources and costs when employing a traditional purchasing process. When implemented, a purchasing card program can reduce the overhead associated with the requisition process of requisitions, purchase orders, approvals, matching, and settlement by check of the typical accounts payable process. Streamlining the purchasing process with a purchasing card program can reduce the cycle time of purchasing, creating efficiency for both the buyer and supplier. The product support options for purchasing cards include those described above.

Virtual Card Numbers - VIRTUAL+

The First Bankcard Virtual+ online application provides advanced authorization capabilities, for one-time card number use, as well as transactions requiring extended purchase control. For situations when a plastic card is not needed, a virtual card number can be created specific to a single transaction, vendor, or purpose. Virtual+ is designed to reduce fraud/misuse and to accurately account for purchases. Virtual+ is also configured to operate within your existing approval hierarchies and procedures – account numbers are only generated after payment is approved internally.

A virtual account is a randomly generated, unique account number that is associated with a specific payment. Virtual card numbers are truly virtual, there is no plastic card issued. Virtual card numbers are:

- Valid for a single use or a specified number of uses
- Only generate when needed, and after proper approval is obtained
- Securely transmitted to the specific supplier at the time of payment
- Processed at the designated supplier
- Mapped to the appropriate primary billing account number for processing, accounting, and reporting.

A primary advantage of Virtual+ is its ability to reduce fraud by providing transaction level controls. Authorizations attempted outside the requested parameters will be blocked. Every transaction is assigned authorization controls including:

- Supplier category or specific supplier
- Specific transaction amount or dollar range
- Number of uses for a the account number
- Date or date range for usage

Virtual+ provides improved reconciliation over traditional purchasing cards. All virtual accounts have a one-to-one association with a PO, invoice, or project number. This mapping ensures and automates proper cost center allocation. Furthermore, through the use of Virtual+ purchasing templates, key data important for reconciliation can be captured at the time a virtual card is requested. The data travels with the account number throughout the transaction to facilitate reconciliation and reporting.

Virtual + can be implemented in three ways:

- Web-based application for individual virtual card requests
- Accounts Payable batch file mode where a file from your AP system is uploaded to Virtual+ to generate and send multiple virtual numbers at one time.
- Full Integration automates the file upload process from your AP system

Card Program Implementation and Customer Support:

First Bankcard is committed to providing superior training and support. Our implementation team will work with you to configure our online program administration application and reporting tools specific to your organization. The implementation team will set up reporting processes and provide training for all online tools.

For on-going support, First Bankcard provides a cardholder support line, 24x7x365, for your individual cardholders and a dedicated support group for your program administrator. Our commercial card customer care centers are located in Nebraska and South Dakota.

- **Dedicated Relationship Manager** - The relationship manager will be responsible for leading and guiding your overall program, beginning with the implementation process and for the life of your card program. This person will assist with maximizing your card program potential and will meet with you on a regular basis to offer strategic planning and recommendations to help you manage your card program.
- Program Administrator - Toll Free assistance staffed with dedicated individuals available to assist program administrators with adding or closing accounts, credit limit adjustments, bill payment, fraudulent transactions, etc.
- Cardholder assistance - available 24 x 7 x 365, will assist cardholders requests for account balance information, lost/stolen card reports, etc.,

Fee Schedule

First Bankcard does not charge an annual card fee, issuing fee, or access to data. The commercial card program does have an international conversion fee of 3% for foreign currency transactions and interest charges and late fee if the account is not paid by the due date. Please see complete listing of fees, below.

Fee Type	Fee Amount
Custom Card Art	
Logo only (black, white, silver)	$0
Full design	Set up fee - $1,000
Online Reporting	
Tier 1 - Basic	$0
Tier 2 - Expanded	Set Up Fee - $300
Tier 3 - Deluxe	Set Up Fee - $400
Custom reports that require development	$150 per hour
Data Feed	Set up fee - $300
Product Training	
One train-the-trainer product training session per product (teleconference and/or webinar)	$0
Additional training sessions (teleconference and/or webinar)	$150 per hour

On-site training	$1,000 plus expenses, per person, per day of training
Standard Fees	
Annual Fee	$0
Delinquency Finance Charge	19.99% fixed or 19.99% variable (margin of 16.74 plus the Index)
Cash Advance Finance Charge	19.99% fixed or 19.99% variable (margin of 16.74 plus the Index)
Late Fee	Individual Accounts: $35 Central Bill, Diversion, Global Billing: $250
Cash Advance Transaction Fee	Greater of $15 or 3% of transaction
Cash Advance Transaction Fee for Cash Equivalent Advances	Greater of $15 or 5% of transaction
Overlimit Fee	$39
Payment Dishonored Fee	$35
Stop Payment Fees	$35
Sales Draft Copy Fee	$5
Statement Copy Fee	$3
Foreign Transaction Fee	3%
Expedited Payment	$15

Exhibit C:

Cadence Bank Best and Final Offer Statement
Depository Bank Services Proposal No. R20-074

Cadence Bank Best and Final Offer Statement

Depository Bank Services Proposal No. R20-074

Earnings Credit Rate

Cadence Bank is pleased to offer Fort Bend County our above market ECR of **1.00%**. This ECR is calculated on 100% of collected balances with no reserve requirement and will float at 0.50% above our standard managed Earnings Credit Rate for the life of the contract. A floor rate of 0.50% will be in place for Fort Bend County for the life of the contract.

Seized Funds Solution

Cadence Bank has developed a unique solution for any agency within Fort Bend County to bring seized funds to our Williams Tower location or the Cadence Bank Sugar Land location (4647 Sweetwater Boulevard, Sugar Land TX 77479) for verification and deposit.

If Fort Bend County requires a deposit of large amounts of seized coin, these deposits will be made at the Cadence Bank Williams Tower location.

Pricing

- Remote Deposit Capture – Credits – applies to the number of deposits (batches) and not the individual number of RDC checks. Individual checks clear as RDC on-us/transit items ($0.06/$0.08 respectively). There are multiple checks in a deposit batch, therefore, greatly reducing the number of RDC credits. Batches include up to 250 checks.

- Return Item Reclear will be $4.00 per item.

Transition Services

During the transition period from Fort Bend County's previous banking provider to Cadence, the County may request paper statements, manual/special reports or paper items that are outside the scope of what Cadence proposed in the RFP response.

For these items, Cadence reserves the right to charge any applicable fees that are captured below or in the Comprehensive Fee Schedule submitted in Cadence Bank's RFP response:

Exception Statement	3.50
Check Copies	2.50
e-Statement Commercial No Paper	0.00
e-Statement Commercial + Paper	7.00
Statements Daily	7.00
Statements Weekly	7.00
Statements Hold	10.50
Statements Additional	7.00
Statements Special Cutoff	7.00
Research (Per Hour)	20.00
Research Copies (Per Page)	2.50