

# The American National Bank of Texas Remote Deposit Capture Agreement

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This "Remote Deposit Capture" Agreement by and between Collin County

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Company(s)

The "Remote Deposit Capture" (RDC) agreement by and between "Company" and The American National Bank of Texas ("ANB") is effective on the date of acceptance by ANB.

## INTRODUCTION

This Remote Deposit Capture Agreement ("Agreement") governs the use of ANB's Remote Deposit Capture ("Service"). The Service allows you to operate an image scanner device specified by ANB to scan paper checks to create an image cash letter file to send to ANB through the Service. This Agreement establishes the terms and conditions for electronic access to the remote deposit capture Service ("Service"). When you use any of the Service(s) described in this Agreement, you agree to the terms and conditions of this Agreement.

For purposes of this Agreement, the word "we," "our," "us", and other similar terms mean The American National Bank of Texas (ANB). "You," "Your," "User," "Company" and other similar terms refer to the Company identified in this agreement and anyone else authorized by that Company to exercise control over Company's deposits through the Service. "Account" or "accounts" means your accounts at ANB.

## Using Remote Deposit Capture Service

To use the Service, you must have at least one Business Checking Account at ANB, ensure that your computer hardware is compliant with the hardware minimum requirement as stated in this agreement, World Wide Web access via a secure internet Service provider (ISP), an internet browser that supports a minimum 128 bit encryption standard, anti-virus software, and a valid e-mail address. Software for use with services will be provided by a representative of ANB. Once we have received your signed Remote Deposit Capture Agreement Form, and verified your account information, ANB will deliver to Company confirmation of our acceptance of your enrollment, along with your assigned User ID, Password and Remote Deposit Capture User Guide at the time of installation. ANB will provide initial installation and training support to ensure proper implementation and use of the Service. The Service can be used to send check images for deposit to only ANB accounts designated for access by the Service in your Remote Deposit Capture Agreement Form. You can add, change or delete any of your deposit access to your accounts by contacting a representative for Remote Deposit Capture at The American national Bank of Texas. This will be based upon the identification of users and authority levels specified by you in your Remote Deposit Capture "Attachment A" form. We undertake no obligation to monitor transactions through the Service to determine that they are made on behalf of the Company.

When Company uses the Services covered by this Agreement, Company agrees to be bound by the terms, conditions and procedures in it. ANB may change these terms, conditions and procedures at any time, without prior written notice. Company will accept these changes by using the Service after the effective date. To the extent ANB provides other Services to Company, those are controlled by separate agreements.

The Service allows Company to prepare deposits for electronic transmission to ANB. Company will process deposits in conformance with the Operating Requirements. (Attachment C)

Upon receipt of the transmission from Company, ANB will verify receipt of the transmission and exchange images in the transmission with selected banks; create Item Replacement Documents for clearing for non-image exchange banks or process items via the Automated Clearing House. ANB will deposit funds to Company's account subject to ANB's Deposit Account Terms and Conditions. Company agrees to take all reasonable preventative measures necessary to protect all of the items processed through the system from being redeposited at ANB or any other financial institution, either electronically or as paper checks.

## GENERAL TERMS AND CONDITIONS

1. **Authorization to Act.** By subscribing to the Service, Company authorizes ANB to take any and all actions necessary to provide the Service, including making transfers to and from Accounts as described in this Agreement.
2. **Balancing and Controls.** On a daily basis, Company will review all input and output, controls, reports, messages, and documentation, to ensure the integrity of the data ANB processed. Company will also review exception reports to verify that all entries were entered correctly. Company is responsible for initiating timely remedial action to correct any improperly processed data, errors or discrepancies that these reviews may disclose. In the event the Company fails to notify ANB in writing of any data integrity issues within three banking days of the deposit submission containing the error(s), Company will have no claim resulting or arising against ANB. Company will train their employees in the overall use of the Remote Deposit Capture User Guide, including the supervision and auditing of your employees' use of the Service.
3. **ANB Operation Procedures.**
  - A. Delivering the following items to the Company, in addition to providing access to the Service:
    1. Remote Deposit Capture User Guide
    2. User IDs, passwords and other related authentication methods; and
    3. Equipment necessary to perform the Service (At a predetermined cost to the Company dependent on the selection of equipment to be utilized).
  - B. Provide initial installation and training support to ensure the proper implementation and use of the Service;
  - C. Provide maintenance and support for the Service to ensure the accurate processing of checks, including but not limited to:
    1. Corrections, contingent or alternate work methods and fixes to any known Service program bugs or errors;
    2. Modifications, enhancements and updates in the event that ANB elects to make available to you; and
    3. Telephone support during ANB's extended business hours 6:00 P.M. CST.
  - D. Accept for deposit to the applicable account images of checks that are transmitted to ANB by you. Images are deemed received upon confirmation by ANB of successful receipt of the transmission of the images that are complete, usable, and adhere to the data specifications set forth in ANB's Image Quality Assurance Standard. If the images are not complete, are not useable, or do not adhere to data specifications, the images may not be processed by ANB, in which event your deposit will be adjusted and notification will be provided to you.

# The American National Bank of Texas

## Remote Deposit Capture Agreement

- E. ANB uses commercially reasonable efforts to present images exchange items and Item Replacement Documents for collection. Unless ANB notifies you otherwise, ANB provides same day credit to the applicable account for all items transmitted by the Company and received by ANB within the timelines established by ANB;

NOTE: Your deposit of a check image is subject to ANB's verification and final inspection process. In the event of an error ANB reserves the right to deposit a check image or return all or part of a deposit of multiple check images to you without prior notice to resolve the error. ANB is under no obligation to inspect or verify a check image to determine accuracy, legibility or quality of the check image or MICR line information associated with the check image, or for any other purpose. However, ANB may correct or amend MICR line information associated with a check image to facilitate processing of the check image or an Item Replacement Document created from that check image.

- F. Provide detailed reports of items processed, return items, deposit adjustments and other related information either daily or on a monthly basis through your monthly account statement.
- G. Retaining check images contained in ANB's cash letter file for seven (7) years from date of deposit.
- H. Immediately suspending the Service or the processing of any check if ANB has reason to believe that there has been a breach in the security of the Service, fraud involving your account(s) or check(s), or any uncertainty as to the authorization or accuracy of electronic items, including the right to process electronic items on a collection basis at any time.
- I. Refuse to process any non-conforming items, including without limitation any items that do not meet the definition of a "check".
- J. In the event a Company processes a file over their approved exposure limit, the ANB Relationship Manager will be contacted for an override. If the account does not warrant this override, the Company will be notified that the deposit will not be processed.
- K. ANB reserves the right to suspend service for non compliance with applicable bank laws and regulations or failure to comply with ANB contract terms.

4. **Communications.** Unless this agreement provides otherwise, you can communicate with us in any one of the following ways:

1. E-mail – You can contact us by e-mail at [adirectway@anbtx.com](mailto:adirectway@anbtx.com)
2. Telephone – You can contact us by telephone at (214) 863-6560
3. Facsimile – You can contact us by fax at (214) 863-6199
4. Postal Mail – You can write us at: American National Bank of Texas  
Attn: Treasury Management Dept.  
P O Box 40  
Terrell, TX 75160

5. **Consent to Electronic Delivery of Notices.** You agree that any notice or other type of communication provided to you pursuant to the terms of this Agreement, and any future disclosures required by law, including electronic fund transfer disclosures, may be made electronically by posting the notice on ANB Service website or by e-mail. You agree to notify us immediately of any change in your designated contact and email address.

6. **Fees and Charges.** You agree to pay the published fees and charges for your use of the Service and acknowledge that these fees may be amended from time to time. These fees and charges will be in addition to any charges associated with the account you maintain with ANB. Our schedule of fees for the Service is set forth in ANB's Schedule of Fees. You agree that all such fees and charges will be deducted from your ANB checking account designated in this Agreement. ANB may, without notice or demands obtain payment of any amount due and payable to it under this agreement by debiting the account. If you close your primary account, you must contact us immediately to designate another primary account. You agree to pay any additional reasonable charges for Services you request, which are not covered by this Agreement. You are also responsible for telephone and internet Service fees you incur in connection with your use of the Service.

7. **Force Majeure.** ANB will not be liable to Company if ANB's delivery or performance of any Service is delayed or prevented by revolution or other civil disorders; wars; acts of enemies; strikes; electrical equipment or availability failure; labor disputes; fires; floods; acts of God; federal, state, or municipal action; statute; ordinance or regulation; or, without limiting the foregoing, any other causes not within ANB's reasonable control, and which by the exercise of reasonable diligence ANB is unable to prevent, whether of the class of causes listed here or not.

8. **Funds Availability.** Remotely deposited Checks are "non-local" items as defined in Federal Reserve Board Regulation CC. Despite this fact, ANB shall grant provisional credit to the Account for remotely deposited checks in accordance with prudent business timeframes. Company authorizes ANB to place a hold on funds in the account if, after performing risk management activities on remotely deposited checks in a file, ANB has concerns about or doubt the validity or collectibility of a check.

9. **Governing Law and Rules.** Applicable federal law and the laws of the state of Texas, County of Kaufman will govern the Service (except to the extent this Agreement can and does vary from such laws). The Service is also subject to rules established by Federal Agencies, the NACHA Rules, NCHA Rules, the Clearinghouse Rules and the ECCHO Rules, collectively as amended from time to time.

10. **Hardware, Fees, and Taxes.** Company agrees to be responsible for maintaining all equipment. Company may use only ANB-approved equipment in connection with the Service. As the owner of the hardware used to connect to the Service, Company is responsible for reporting the value of the scanner and any associated equipment on Company's personal property tax return. In the event that Service is terminated prior to the completion of payment of hardware, Company acknowledges they are responsible for full payment of all hardware and equipment utilized by this Service.

11. **Limitation of Liabilities.** ANB will not be liable for any files or transmissions not received by ANB, or for any intrusion into or any theft of data contained in such files or transmission unless by ANB's gross negligence or willful misconduct. Company expressly waives all claims for additional, incidental, consequential, compensatory, or punitive damages and agrees that the remedies contained in this Agreement and the laws and rules applicable to the Service will be Company's sole and exclusive remedies. Company shall cooperate with ANB in connection with any lawsuits or disputes involving the Service. Company will promptly notify ANB and provide relevant information and facts upon becoming aware of any actual or potential claim made by a third party regarding infringement, misappropriation, imitation, illegal use or misuse, or reasonable likelihood thereof, by the Service. In the event of any actual or potential infringement, misappropriation, limitation, illegal use or misuse, or reasonable likelihood thereof, of the Service by others, you agree to grant to ANB and its licensors the sole right to determine the course of action with respect to such infringement and to bring any proceeding with respect thereto, and to settle, and collect any settlement amount or judgment for any such proceeding and agree that such licensors shall be solely entitled to any proceeds of any such proceeding, including without limitation any settlement proceeds, insurance proceeds,

# The American National Bank of Texas

## Remote Deposit Capture Agreement

arbitration award, judgment, or other consideration in any form. Company acknowledges that in addition to any other damages ANB may be entitled to collect from Company under this Agreement or the laws and rules applicable to the Service, ANB will be entitled to consequential damages for Company's breach of its obligations set out in the *Performance* section of this Agreement, including Company's obligation to securely safe keep and subsequently destroy the checks which Company deposits through the Service. We do not and cannot warrant that the Service will operate without errors, or that any or all Service(s) will be available and operational at all times.

**12. Ownership of Data.** Company is the owner of data supplied to ANB for processing in connection with this Service. Company acknowledges that the software, services documentation, guidelines, procedures, and similar related materials or any modifications of them, referred to in this Agreement as the software and service documentation, are copyrighted property and constitute trade secrets and proprietary data. Company further acknowledges that Company has no title to or ownership of such software and service documentation and that Company waives any and all rights and claims, which Company now or hereafter may have against ANB with respect to the software and service documentation. Company may make one (1) copy of the software and Service documentation to be used exclusively for back-up purposes. Except for this back-up copy, Company may not make any other copies of the software and Service documentation, nor may Company transfer or disclose any of the software and Service documentation to any other person, firm or corporation, except for Company's employees requiring such knowledge in the ordinary course and scope of their employment with Company. Company shall not reverse assemble or reverse compile any of the software or Service documentation, in whole or in part, or permit any other person, firm or corporation to do so. Company will maintain a complete and accurate list of all locations where you have loaded and use the Service, and make such list available to ANB upon ANB's request. If you or any third party takes such action ANB shall have the right to immediately terminate this agreement and/or the license to the Service upon notice to you. The provisions of this section shall survive termination or expiration of this agreement.

**13. Passwords, User Accounts and Administration; Unauthorized Access.**

Company acknowledges password(s) will be provided that will allow access, transfers and remote capabilities. Company further acknowledges that ANB will not monitor the use of these password(s) and therefore will not be liable for any unauthorized use of the password(s). Company is required to use the password every time Company accesses the Service and at no time should passwords be shared. It is Company's responsibility to maintain the confidentiality of the password. Company agrees to accept full responsibility over the control of the users and password(s). It is Company's responsibility to maintain and report the need for a password to be deleted, and ANB is not liable for any losses caused by improper or negligent maintenance. Company hereby and forever releases and agrees to hold ANB harmless for the unauthorized use, misuse or mistaken use of the user login and password(s). This Release shall be in addition to all terms and conditions stated on the Deposit Account Agreement as amended from time to time by ANB. Company agrees that ANB is not responsible for any actions of a third party as a result of unauthorized use of the password(s). Company understands that state and federal statutes make it a crime to gain unauthorized access into ANB's computer network and violators will be prosecuted. In the event of unauthorized access, report immediately to ANB at phone number (214) 863-6560.

**14. Performance.** ANB will perform the Service in a manner, which is similar to the Services provided to our other Companies. ANB makes no warranties with respect to the image quality or validity of any items deposited through the Service. With the exception of errors caused by ANB's gross negligence, Company is expressly assuming all other risks of error. ANB will in no event be liable for any indirect, incidental, or consequential damages incurred by Company including, but not limited to, lost profits or business operation loss, regardless of whether ANB was advised of the possible occurrence of such damages.

ANB will process checks, transactions and data and perform the Service on the basis of information furnished by Company. ANB reserves the right, at ANB's discretion, to reject any transmission ANB receives from Company through the Service. ANB will promptly notify Company if ANB rejects any transmission and inform Company of the reasons for such rejection. If any error results from incorrect input supplied by Company, Company will use commercially reasonable efforts to discover and report such error to ANB. ANB will use commercially reasonable efforts to reprocess any transactions based upon data supplied by Company, which is necessary to correct such error. By directing ANB, through the use of the Service, the Service used in conjunction with your user ID and password, you authorize ANB to complete the transaction. Any requests or instructions ANB receives from you through the Service using your user ID and Password shall constitute writings with your signature as provided under all applicable law, and shall have the same force and effect as a writing signed by you. This is included, but is not limited to, inquiries, deposit transactions, checks deposited, check images, changes to accounts or Service or any other communication you provide us through the Service using your user ID and password. Company will indemnify and hold ANB harmless from any claim, loss, liability, action, cause of action, cost, expense, including but not limited to reasonable attorneys' fees and payments pursuant to settlements, arising out of, resulting from, or relating to (i) the alteration of any item deposited through the Service, (ii) such data, information or instructions, or any inaccuracy or inadequacy in the data (iii) any material breach of this Agreement by Company or failure to comply with its material terms, and (iv) any act or omission to act by Company or any of Company's employees or agents that results, directly or indirectly, in the payment or distribution of funds to any person, real or fictitious, not entitled to all, or any part of such funds or that result in an inaccurate, incorrect, untimely, improper or failed automatic clearinghouse fund transfer in connection with such funds or the redeposit of any item processed for deposit through the Service.

Company agrees to securely safe-keep the checks which Company deposits through the Service in a secured locked location with access restricted to only those employees with a specific need for such access, and then permanently destroy them within a reasonable time period or within 60 days by shredding using the provided ANB standard (see attachment B) or other comparable means. Company also ensures that deposited items will not be processed again at ANB or any other financial institution. Any items retained by Company are the Company's sole responsibility. ANB will be responsible for installing and implementing any changes and upgrades to the Service as required to ensure compliance with regulatory changes or developments, or to protect the integrity and security of the Service. ANB reserves the right to audit the controls and retention methods used for the destruction of checks maintained in Company's safekeeping.

Company is responsible for inspecting and verifying the quality of images, thus ensuring that the images of the front and back of original checks (defined as a check for any amount in U.S. dollars drawn on or payable through a U.S. financial institution that has not been previously presented and paid) are legible for all posting and clearing purposes by ANB. Specifically, you are representing and warranting that:

- A. The check image is an accurate representation of all information on the front and back of the original check at the time the original check was converted to a check image, and the check image contains all endorsements from the original check;
- B. Each check image (or related electronic data file) contains a record of all MICR line information required for a Item Replacement Document and otherwise satisfies all of the requirements of Check 21 and Regulation CC for the creation and/or transferring of a Item Replacement Document created from that check image;
- C. The original check, a duplicate check image, or any copy of the original check or check image will not be reintroduced into the Deposit Payment System unless ANB instructs you to do so.
- D. The original check, a duplicate check image, or any copy of the original check or check image will not be presented, transferred or returned such that ANB or any other person (such as the drawer of the check) will be asked to make payment based on a check or check image that ANB or the other person already paid.

# The American National Bank of Texas

## Remote Deposit Capture Agreement

In addition, your account(s) will be charged for any deposited check that is later returned to ANB owing to an actual or alleged breach of any such representation or warranty.

If Company is aware of a defect in the Service Company agrees to notify ANB promptly after Company's discovery of the defect. ANB will assist Company in making such corrections through the most cost-effective means, whether manual, by server reruns, or program modifications. Company agrees to notify ANB within one business day of any change in contact information, change in business practices or ownership.

**15. Periodic Statements.** You agree that to the extent permitted by law, receipts, notices and disclosures associated with the Service may be provided to you by e-mail, facsimile or over the internet, either as part of a Service session or otherwise. You will not receive a separate Service statement; however your transactions will be reflected on your monthly regular periodic account statement. You may use the Service to view deposit activity as indicated on the Remote Deposit Capture Agreement Form. You agree to notify us of any changes to your mailing or e-mail address. The Company must notify ANB in writing of any account discrepancies within 14 days from the date of the deposit, after which you will hold us harmless from any consequences, including financial loss.

**16. Regulatory Assurances.** Company specifically acknowledges that Company, while using the Service, will not originate any transaction that does not comply with the laws of the United States. This prohibition includes, but is not limited to, the OFAC laws and regulations.

**17. Resolution of Disputes through Arbitration.** Any Claim will be resolved, upon the election of Company or ANB, by binding arbitration under this arbitration provision and the Arbitration Rules. A party who has asserted a claim in a lawsuit in court may elect arbitration with respect to any claim(s) subsequently asserted in that lawsuit by any other party or parties. Any participatory arbitration hearing (other than telephonic hearings) will be held in Kaufman County, Texas, unless both parties agree otherwise. If Company would like to obtain a copy of the Arbitration Rules and filing forms, Company may contact the American Arbitration Association (AAA) by calling 1-800-778-7879. The Arbitration Rules and filing forms also can be obtained from the AAA website at [www.adr.org](http://www.adr.org). All Claims shall be filed at an AAA office. If the applicable Arbitration Rules are modified, superceded, or replaced, an equivalent set of rules of the AAA will govern the arbitration. If for any reason AAA is unable or unwilling or ceases to serve as arbitration administrator, ANB will substitute an equivalent national arbitration organization utilizing a similar code or procedure.

There shall be no authority for any Claims to be arbitrated on a class action basis. Further, arbitration can only decide ANB's or Company's Claim and may not consolidate or join the claims of other persons who may have similar claims.

The arbitrator will decide whether Company or ANB will ultimately be responsible for paying any fees in connection with the arbitration. Unless inconsistent with applicable law, each party shall bear the expense of their respective attorneys', experts' and witness fees, regardless of which party prevails in the arbitration.

Both parties fully understand and agree that they will not have a right to litigate any Claim in any court if either party chooses to have the Claim resolved by binding arbitration. Further, in agreeing to arbitrate all Claims Company is waiving Company's right to a jury trial.

This arbitration provision and the exercise of any of the rights Company and ANB has under it do not prohibit Company or ANB from exercising any lawful rights either party has to use other remedies available to preserve, foreclose or obtain possession of real or personal property, exercise self-help remedies, including any setoff rights which the parties may have.

This arbitration provision is governed by the FAA. The arbitrator shall apply applicable substantive law consistent with the FAA and applicable statutes of limitations and shall honor claims or privileges recognized by law. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. This arbitration provision will survive termination of Company's use of the Service. Either party may bring an action to compel arbitration of any Claim and/or stay the litigation in any court having jurisdiction in Kaufman County; such motion may be brought at any time in a lawsuit in court, until the entry of a final judgment. If any portion of this arbitration provision is deemed invalid or unenforceable, it should not invalidate the remaining portions of this arbitration provision.

**18. Return Items.** Company understands that ANB may convert items Company deposits through the Service into Replacement Checks or ARCs. As a result, in the event that any such item is return unpaid, Company will only be entitled to receive back a copy of the Item Replacement Document or, in the case of an ARC, the Automated Clearinghouse information. In addition, in the event that Company wishes to redeposit an item, which ANB has converted into a Item Replacement Document that is returned unpaid, Company may only redeposit the Item Replacement Document through the Service and not the original item, regardless of whether such original item has not yet been destroyed by Company.

**19. Risks of Using the Internet.** Company understands the importance of their role in preventing misuse of their accounts through the Service and they agree to promptly examine paper statement(s) for each ANB accounts upon receipt. You also agree to protect the confidentiality of your account and any information associated with that account. Company understands that while ANB and its Service providers have established certain security procedures, such as firewalls, passwords and data encryption designed to prevent unauthorized access to Company's accounts or transactions, there can be no assurance that inquiries or transaction activity will be completely secure. Company also understands that access to the Service will not be free from delays, malfunctions, or other inconveniences generally associated with this electronic medium. Company agrees that ANB is not responsible for any such unauthorized access, delays or malfunctions, and ANB is not responsible for the acts of third parties.

**20. Termination.** Either party may terminate the Service at any time upon 10 business days written notice to the other party. However, if Company is in violation of this Agreement or if the financial condition of Company diminishes, ANB may terminate the Service without prior notice. Examples of when we may cancel this Agreement and the use thereof:

- A. If you breach this or any other agreement we may have with you;
- B. If we have reason to believe that there has been or may be an unauthorized use of your User ID, Password and Authentication Method or account(s);
- C. If there is conflicting claims as to the funds in any of your account(s);
- D. If you request us to do so;
- E. If you do not access the Service for a period of 90 days or longer;
- F. If you have insufficient funds in any one of your ANB accounts;
- G. If you do not designate a new ANB Primary Account immediately after you or we close your Primary Account.
- H. If Company is not compliant with applicable laws & regulations; or
- I. Fraud or attempted fraud by or on behalf of the Company.

# The American National Bank of Texas Remote Deposit Capture Agreement

Any termination will not affect obligations arising prior to termination, such as the obligation to process any checks and electronic items (including returned electronic items) that were in the process of being transmitted or collected prior to the termination date. Within 70 days after termination of this Agreement, you will return or remove all copies of the Service and Remote Deposit Capture User Guide in your possession or under your control and will, upon request, certify in writing that you have returned or removed all such copies. In addition, you will keep your account(s) at ANB open until the later of:

- A. 60 days after the date of termination; or
  - B. Final payment with respect to all processing fees, and will maintain funds in such account(s) in amounts and for a period of time determined by ANB in its reasonable discretion to cover any outstanding checks and your obligations for returns of checks, warranty claims, fees and other obligations.
- If any such liabilities exceed the amount in the applicable account, ANB may charge such excess against any of your other accounts at ANB, and you will pay immediately upon demand to ANB any amount remaining unpaid.

21. **Usage.** Company agrees to comply with the following conditions of and limitations on the usage of the Service:
- A. All items deposited through the Service shall include the following specific handwritten or stamped endorsement: "Pay to the order of The American National Bank of Texas, >111901519<, For Deposit Only, Account Name and Account Number."
  - B. Only items payable directly to Company may be deposited through the Service.
  - C. Only items drawn on qualified United States Financial Institutions may be deposited through the Service. Foreign items cannot be deposited through this Service.
  - D. This Service is only available for Company's commercial items and is not authorized for use on any personal items.
  - E. Company acknowledges that the transmission of files to ANB must be completed by 6:00 p.m. CST each workday, excluding weekends and ANB designated holidays. Files received after 6:00 p.m. CST, on a weekend, or on any ANB designated holiday, will be processed on the following business day.

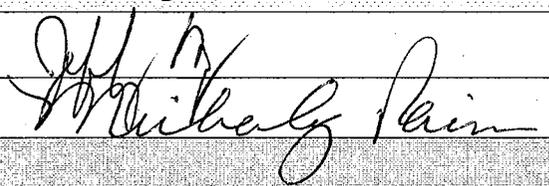
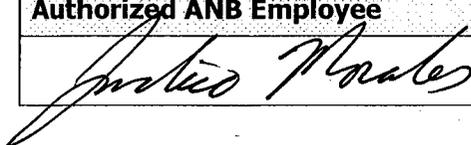
22. **Warranties.** ANB represents and warrants that:  
ANB has the right to provide the Service, using the computer software ANB provides to Company or to which ANB grants Company access for the purpose of using the Service. ANB makes no warranty as to the performance or operation of any computer hardware, equipment or software, which ANB has not provided or approved.

Except as described in this agreement, ANB disclaims all other warranties, whether written, oral, expressed or implied, including without limiting the generality of the foregoing, any warranty of merchantability or fitness for a particular purpose. Company assumes liability for any and all losses caused as a result of ANB's compliance with the provisions of the Check Clearing for the 21<sup>st</sup> Century Act.

You represent and warrant to ANB as follows:

- A. You have all requisite power and authority to enter into this Agreement. The entering of the Agreement, and execution of the corresponding application incorporating the same, has been duly and validly authorized by all necessary actions. Further, the individual or individuals who execute the application for the Services contemplated under the Agreement on your behalf is each duly authorized by you to do so;
- B. Any transaction contemplated hereby will not be in violation of state or federal law; and
- C. All formalities will be followed with respect to each transfer of funds, including but not limited to, proper authorization of individual transactions and any record keeping requirements with respect thereto.

**By signing this Agreement, you acknowledge that you have read and understood this Agreement and the separate agreements, disclosures, schedules and exhibits as they appear on ANB's website or given to you, including but not limited to, optional Services (if selected by you).**

Customer Signature - (Signature in accordance with the Treasury Management Resolution.)		
Customer Signature	Title	Date
	County Auditor Purchasing Agent	1/18/13
Acceptance By ANB		
Authorized ANB Employee	Title	Date
	Treasury Management	1/18/13

**The American National Bank of Texas  
A Direct Way Merchant Capture Agreement**

**Attachment A - Authorizations**

**Schedule A – Authorized Accounts**

Account Name	Account Number	Daily Deposit Limits
County Clerk Land/Vital	7000 22064	
County Clerk Civil Fee	7000 21843	
County Clerk Probate Fee	7000 20787	
County Clerk Court Registry	7000 20761	
County Clerk Criminal Fee	7000 20779	

**Schedule B – Authorized Representatives**

Print Name	Email Address	Phone Number	Administrator	Operator
See attached			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>

**Administrator:** Administrator is responsible for creating and maintaining subsequent user accounts for Company, including assigning and revoking access privileges for those users.

**Operator:** The operator is responsible for the day to day processes which would include data input, balancing of deposit, and transmitting electronic deposit to bank.

**Customer Signature – (Signature in accordance with the Treasury Management Resolution.)**

Customer Signature	Title	Date
	County Auditor	1-18-13

If two signers required on the signature card then two signatures are required here.

# The American National Bank of Texas Remote Deposit Capture Agreement

## Attachment B - Minimum Specifications

Hardware Minimum Requirements	
Form Completed By:	<i>Steve Ganey-IT - Stephen Gany</i>
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Pentium 4 3.0 Ghz Processor
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	1 Gig Ram
<input type="checkbox"/> Yes <input type="checkbox"/> No	1024 x 768 Video Resolution
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	40 GB Hard Drive
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Network Card
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Broadband Internet Access
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	USB 2.0
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Power Surge Protector
Software Minimum Requirements	
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Windows XP, Service Pack 2 Windows 7 Windows Vista
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	.Net 2.0 with latest updates
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Internet Explorer 8.0

### Recommended Shred Size

Recommended Shred Size: Level 4 at minimum.



Level 4: For secret documents. Cross-Cut 1/16" x 5/8"



Level 5: For extremely high security documents.  
Cross-Cut 1/32" X 1 documents. Cross-Cut 1/32" x 1/2"

# The American National Bank of Texas Remote Deposit Capture Agreement

## Attachment C - Operating Requirements

To process a deposit Company will:

- Log into ANB's secure distributed capture Service using the user name and password
- Endorse all checks as specified by ANB, whether manually or with an approved stamp
- Enter Company's deposit amount to establish a deposit control amount
- Scan each check to capture the image, MICR information, and attempt to read the dollar amount of the check (the software performs a check to validate that the image and MICR information captured meets quality guidelines)
- Key in the dollar amount of the check and/or other fields if prompted by the software
- Check for duplicate item notification to ensure no duplicate items are scanned
- Validate the balance of the deposit
- Transmit images to ANB's archive
- Verify receipt of a message confirming successful transmission of the images
- The transmission of files to ANB must be completed by 6:00 p.m. CST each workday, excluding weekends and ANB designated holidays. Files received after that time will be processed the following business day.
- Close application when through scanning or lock the computer if you will be away from the PC
- View, print or save the deposit receipt (Deposit Detail Report)
- Safe keep the checks Company deposits through the Service in a securely locked location with access restricted to only those employees with a specific need for such access, and then permanently destroy them after a reasonable period of time but within 60 days by shredding using the provided ANB standards

## GLOSSARY

**AAA** means the American Arbitration Association.

**Account** means one or more deposit accounts maintained by Company with ANB and used in connection with the Service.

**Administrator** has the capability of assigning administrative privileges identical to that of the Administrator to any user, including the ability to create and maintain subsequent user accounts and assigning and revoking access privileges.

**Arbitration Rules** means the "Commercial Arbitration Rules," administered by the AAA, and any amendment of them, in the form in effect at the time the Claim is filed.

**ARC** means accounts receivable conversion of an original check into an electronic deposit.

**Check** means a negotiable demand draft drawn on or payable through or at an office of a bank; a negotiable demand draft drawn on a Federal Reserve Bank or a Federal Home Loan Bank; a negotiable demand draft drawn on the Treasury of the United States; a demand draft drawn on a state government or unit of general local government that is not payable through or at a bank; a United States Postal Service money order; or a travelers check drawn on or payable through or at a bank. The term check includes an original check and an Item Replacement Document. The term check does not include a non-cash item or an item payable in a medium other than United States money. A draft may be a check even though it is described on its face by another term, such as money order. The term check also includes a demand draft of the type described above that is non-negotiable.

**Check Image** means an electronic image of an original check (including an Item Replacement Document) created by you in connection with the Service.

**Claim** means any claim, dispute or controversy arising from or relating to Company's use of the Service, the terms and conditions set out in this Agreement or the validity, enforceability or scope of the arbitration provision set out in this Agreement.

**Clearinghouse Rules** means the rules for check clearing promulgated by any clearinghouse association, check clearing consortium or any other arrangements ANB may participate in to collect checks, including the Clearing House Payment Customer.

**Depository Bank** means the first bank to which a check is transferred even though it is also the paying bank or the payee. A check deposited in an account is deemed to be transferred to ANB holding the account info which the check is deposited, even though the check is physically received and endorsed first by another bank.

**ECCHO Rules** means the rules for check electronic promulgated by the Electronic Check Clearing House Organization.

**Electronic Item** means an image of a check, image exchange item, or any other electronic version of a check or other electronic item (such as items submitted through the Automated Clearing House (ACH) Service) approved by ANB for processing through the Service.

**FAA** means the Federal Arbitration Act.

**Forward Collection** means the process by which ANB sends a check on a cash basis to a collecting bank for settlement to the paying bank for payment.

# The American National Bank of Texas

## Remote Deposit Capture Agreement

**Image Exchange Item** means an image of a check cleared and settled directly with a payer financial institution without conversion to a Item Replacement Document.

**Image Replacement Document** means a paper reproduction of an original check that contains an image of the front and back of the original check, is suitable for automated processing in the same manner as the original check and meets other technical requirements set out in the Check Clearing for the 21<sup>st</sup> Century Act, 12 USC §§ 5001-5018 and the regulations relating to the Act.

**Magnetic Ink Character Recognition Line (MICR Line)** means the numbers which may include the routing number, account number, check number, check amount, and other information, that are printed near the bottom of a check in magnetic ink in accordance with American National Standard Specifications for Placement and Location of MICR Printing for an original check and American National Standard Specifications for an Image Replacement Document for a Item Replacement Document (unless the Federal Reserve Board, by rule or order, determines that different standards apply).

**NACHA Rules** means National Automated Clearing House Association.

**NCHA Rules** means the rules for check clearing promulgated by the National Clearing House Association.

**OFAC** means the U.S. Treasury Department's Office of Foreign Asset Control and its regulations relating to economic sanctions or embargo programs or other similar restrictions.

**Operating Requirements** means the operating requires for the use of the Service as set out in Attachment C to this Agreement.

**Paying Bank** means the bank that pays the check or the bank of the Company who writes the check. A paying bank also includes the Treasury of the United States or the United States Postal Service for a check that is payable by that entity and that is sent to that entity for payment or collection.

**Qualified United States Financial Institution** means an institution that: (1) is organized or, in the case of a United States office of a foreign banking organization, licensed, under the laws of the United States or any state; (2) is regulated, supervised, and examined by federal or state authorities having regulatory authority over banks; and (3) is a member of the Federal Deposit Insurance Corporation, or the National Credit Union Administration.

**Qualified Returned Check** means a returned check that is prepared for automated return to the depository bank. A qualified returned check need not contain other elements of a check drawn on the depository bank, such as the name of the depository bank.

**Reconverting Bank** means ANB that creates an Item Replacement Document; or with respect to an Item Replacement Document that was created by a person that is not a bank, the first bank that transfers, presents, or returns that Item Replacement Document or, in lieu thereof, the first paper or electronic representation of that Item Replacement Document.

**Regulation CC** Fed Reserve Board Regulation CC: Availability of Funds and Collection of Checks, which may be amended from time to time.

**Remotely Created Check** means a check that is not created by the paying bank and that does not bear a signature applied, or purported to be applied, by the person on whose account the check is drawn. For purposes of this definition, "account" means an account or other arrangement that allows a person to draw checks that are payable by, through, or at a bank.

**Returning Bank** means a bank (other than the paying or depository bank) handling a returned check or notice in lieu of return. A returning bank is also a collecting bank for purposes of UCC 4-202(b).

**Routing Number** means the number printed on the face of a check in fractional form on in nine-digit form; or the number in a bank's endorsement in fractional or nine-digit form.

### **Sufficient Copy:**

- A. A sufficient copy is a copy of an original check that accurately represents all of the information on the front and back of the original check as of the time the original check was truncated or is otherwise sufficient to determine whether or not claim is valid.
- B. A copy of an original check means any paper reproduction of an original check, including a paper printout of an electronic image of the original check, a photocopy of the original check, or an Item Replacement Document.

**Transfer and Consideration:** These terms have the meanings set forth in the Uniform Commercial Code and in addition, the term transfer with respect to an Item Replacement Document or a paper or electronic representation of an Item Replacement Document means delivery of the Item Replacement Document or other representation of the Item Replacement Document by a bank to a person other than a bank and a bank that transfers an Item Replacement Document or a paper or electronic representation of an Item Replacement Document directly to a person other than a bank has received consideration for the item if it has charged, or has the right to charge, the person's account or otherwise has received value for the original check, an Item Replacement Document, or a representation of the original check or Item Replacement Document.



# COLLIN COUNTY

**Stacey Kemp**  
**County Clerk**  
2300 Bloomdale Rd. Ste 2106  
McKinney, Texas 75071  
972-548-4185  
972-547-5731 Fax  
www.collincountytx.gov

## The American National Bank of Texas A Direct Merchant Capture Agreement.

### Addition to Attachment A-Authorizations

Brenda Cavender	<a href="mailto:bcavender@collincountytx.gov">bcavender@collincountytx.gov</a>	Administrator	972-548-4157
Beth Vincent	<a href="mailto:bvincent@collincountytx.gov">bvincent@collincountytx.gov</a>	Administrator	972-548-4158
Mary Collins	<a href="mailto:mcollins@collincountytx.gov">mcollins@collincountytx.gov</a>	Administrator	972-548-5154
Tonya Kellogg	<a href="mailto:tkellogg@collincountytx.gov">tkellogg@collincountytx.gov</a>	Administrator	972-548-4150
Anna Belle Darland	<a href="mailto:adarland@collincountytx.gov">adarland@collincountytx.gov</a>	Operator	972-548-4185
Laura Higginbotham	<a href="mailto:lhigginbotham@collincountytx.gov">lhigginbotham@collincountytx.gov</a>	Operator	972-548-4163
Patricia Crosswhite	<a href="mailto:pcrosswhite@collincountytx.gov">pcrosswhite@collincountytx.gov</a>	Operator	972-548-4153
Anita Chandler	<a href="mailto:achandler@collincountytx.gov">achandler@collincountytx.gov</a>	Operator	972-548-4753
Donna Foster	<a href="mailto:dfoster@collincountytx.gov">dfoster@collincountytx.gov</a>	Operator	972-548-4132
Donna Laird	<a href="mailto:dlaird@collincountytx.gov">dlaird@collincountytx.gov</a>	Operator	972-548-4152
Christine Luna	<a href="mailto:cluna@collincountytx.gov">cluna@collincountytx.gov</a>	Operator	972-548-4137
Carla Jamal	<a href="mailto:ciamal@collincountytx.gov">ciamal@collincountytx.gov</a>	Operator	972-548-4140
Cece Leggieri	<a href="mailto:cleggieri@collincountytx.gov">cleggieri@collincountytx.gov</a>	Operator	972-548-4144
Taylor Francis	<a href="mailto:tlfrancis@collincountytx.gov">tlfrancis@collincountytx.gov</a>	Operator	972-548-4149

# The American National Bank of Texas Remote Deposit Capture Agreement

## Attachment D – Scanner Purchase Form

Billing Information			
Company Name:	Collin County		
Company Address:			
Attention Contact:			
Contact Phone No:			
Banking Center:	Allen		
Approving Officer:	Worley Stein		
Billing Method:	<input type="checkbox"/> Account Analysis (ANB)	<input type="checkbox"/> Mail Bill To Company	<input type="checkbox"/> Bill To Banking Center
Analysis Bill Amount:			
Analysis Account Number:			
Analysis Start Date:			

*The scanner will be delivered by ANB installer.*

Scanner Selection				
	Model	Capabilities	Pricing	Maintenance Package
<input type="checkbox"/>	Panini Ideal	10 Checks Per Minute	\$299.00 Plus Tax and Shipping	<input type="checkbox"/> 12 Month \$75.00 <input type="checkbox"/> 36 Month \$195.00
<input checked="" type="checkbox"/>	Canon CR-80	80 Checks Per Minute	\$725.00 Plus Tax and Shipping	<input checked="" type="checkbox"/> 12 Month \$136.00 <input type="checkbox"/> 36 Month \$259.00
<input type="checkbox"/>	Canon CR-190	190 Checks Per Minute	\$2895.00 Plus Tax and Shipping	<input type="checkbox"/> 12 Month \$550.00 <input type="checkbox"/> 36 Month \$1650.00

*Customer Signature - (Signature in accordance with the Treasury Management Resolution.)*

Customer Signature	Title	Date

Product Sold By

<input checked="" type="checkbox"/> Amadeo Morales	<input type="checkbox"/> Bentley Rerrell	<input type="checkbox"/> Angie Cappe	<input type="checkbox"/> Tim Bai
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