

Business Online Banking – Multiple Party Addendum

Company ID or IBN (IBN provided by banker) _____

Primary Company Name _____

Company Tax ID _____

Administrator's (CSA) Email Address _____

Primary Company is the company associated with the Internet Banking Number ("IBN") listed above. Primary Company has already entered into a Business Internet Banking Agreement ("IBA"). Primary Company, and each Participating Client named herein, is referred to herein as a "Client." Other capitalized terms are defined at the end of this Addendum.

Overview. Primary Company and all Participating Clients agree, jointly and severally, to all terms contained in this Addendum. Primary Company and all Participating Clients hereby request that Bank allow Authorized Individuals to access and transact business in each of the Accounts in accordance with their respective IBAs (as amended from time to time), including without limitation the ability to transfer funds between Accounts owned by different Clients.

Client Acknowledgements. Primary Company and each Participating Client certifies that it has read and agrees to the terms of this Addendum and its IBA (as amended from time to time). Without limiting the scope of this Addendum, Primary Company and each Participating Client specifically acknowledges and agrees as follows:

- (a) Primary Company and each Participating Client is allowing funds transfers, without inquiry by or notice from Bank, between their respective Account(s) listed in the table below and:
 - (i) Accounts of the Primary Company;
 - (ii) Accounts of any other Participating Client(s) as listed in the table below;
 - (iii) Accounts of any individual or business that Primary Company may in the future add as a Participating Client; and
 - (iv) Any account outside the Bank (regardless whether such external account is owned by a Client) that the Primary Company or a Participating Client has enrolled through Business Online Banking (e.g., through "External Transfers" or "Bill Pay," etc.).
- (b) The Primary Company may add additional Participating Clients, or additional Accounts of present or future Participating Clients, to this Multiple Party arrangement without notice to, or the knowledge or consent of, any other Participating Client.
- (c) The Primary Company may add additional Authorized Individuals to this Multiple Party arrangement without the knowledge or consent of any other Participating Client. Such Authorized Individuals may or may not be signers on the Participating Client's Account(s), in which case funds can be transferred to or from any Participating Client's Account(s) by individuals who are not signers on the Participating Client's Account(s).
- (d) Funds may be transferred from a Client's Account(s) to the Account(s) of other Clients, and thereafter may not be available to that Client. Each Client acknowledges that, once funds are transferred to another Client's Account, those funds can be further transferred or drawn by any means or person authorized for transfers or draws from that other Client's Account.
- (e) Bank is not obligated to make any inquiry with respect to any transfer initiated or requested by an Authorized Individual or using an Authorized Individual's online credentials. All transfers made by an Authorized Individual or using an Authorized Individual's credentials shall (as between Clients and Bank) be "authorized" and properly payable, and Clients shall have no right to make any claim on Bank with respect to such transfers. Bank has no obligation to notify Clients of any transfers, other than by periodic statements to the applicable Account owner and by making Account information available via ordinary online access to Account owners and Authorized Individuals.

- (f) Transfers by Authorized Individuals, alone or in conjunction with other transfers by or on behalf of Client, could result in a negative balance (e.g., overdrafts) in Client's Account. If an Account is connected to any product designed to prevent negative balances (e.g., overdraft protection, line of credit, sweeps, etc.), then an Authorized Individual can access or cause a draw on the available credit under that product. If an Account is linked to another deposit account for purposes of preventing negative balances, then an Authorized Individual can access or cause a transfer of available balances in that linked deposit account. If the negative balance prevention product or linked deposit account has no available balance, then a negative balance may result in the Account or the linked deposit account. Client is required to pay all balances in its negative balance prevention product, and any negative balances that may arise in its overdrawn Account or linked deposit account, together with associated interest and fees, in accordance with the applicable deposit account agreement, negative balance protection product, and governing law. Nothing in this Addendum, however, constitutes a commitment by Bank to extend any credit or honor any overdraft or transfer in excess of available funds. Any Client that receives a transfer from another Client's Account which (i) creates a negative balance in the other Client's Account (or in another deposit account that is linked to the other Client's Account), or (ii) creates a draw the other Client's negative balance prevention product, shall be indebted to Bank in the amount of that transfer (or the overdraft or draw, whichever is less). If a Client's Account is a loan account, then an Authorized Individual may be able to access that Account and draw advances against the loan, obligating Client to repay those advances, together with associated interest and fees, in accordance with the terms of that loan account. Bank shall have the right, but no obligation, to require a Client to execute a separate addendum to its IBA before permitting Authorized Individuals to make online draws against or transfers from Accounts that constitute loan accounts.
- (g) Bank may add, modify or delete features and capabilities of Business Online Banking on an ongoing basis (e.g., types of accounts from which or to which transfers may be made online; and type and amounts of transfers that can be made online) without prior notice. Client hereby reaffirms its duties described in the next subsection.
- (h) Each Client shall have the sole responsibility, on an ongoing basis, for:
- (i) Monitoring the features and capabilities of Business Online Banking, and assessing the propriety of Client continuing its enrollment in Business Online Banking.
 - (ii) Assessing the propriety of Client's continuing participation in this Multiple Party arrangement (which includes the Primary Company's authority and ability to designate additional Participating Clients, additional Accounts, and additional Authorized Individuals).
 - (iii) Obtaining from the Primary Company updated listings of all Participating Clients, Accounts and Authorized Individuals under in this Multiple Party arrangement, together with such further information concerning such Clients, Accounts and Authorized Individuals as the Participating Client deems necessary.
 - (iv) Obtaining from the Primary Company the level of access (e.g., "View" only or "Full") provided to each Authorized User, and determining the propriety of that level of access.
 - (v) Establishing and maintaining appropriate procedures to account for its funds and transactions in its Accounts.

Participating Client List. List all accounts of Participating Clients that the Primary Company is requesting be made accessible to Authorized Individuals via Business Online Banking.

Add or Delete (Circle One)	Participating Client Name or Owner of Account	Account Number	Tax ID (TIN, EIN or SSN)	Business or Personal (Circle One)
A / D				B / P
A / D				B / P
A / D				B / P
A / D				B / P
A / D				B / P
A / D				B / P
A / D				B / P
A / D				B / P

Note: Use an additional blank page if more space is needed to list accounts.

Addition and Removal of Participating Clients. Additional Participating Clients may be added to this Multiple Party arrangement by execution of a supplementary Addendum by (a) the additional Participating Client and (b) the Primary Company. A Participating Client may be removed from this arrangement by action of (a) such Participating Client, (b) the Primary Company, or (c) the Bank. Each Participating Client hereby approves of the addition or removal, at any time, of other Participating Clients, Accounts and Authorized Individuals as provided herein, without notice to or further consent of such Participating Client. Each supplementary Addendum shall be considered a part hereof, and collectively comprise this single Addendum. Removal of a Participating Client shall not relieve that Participating Client of any contingent or matured obligation incurred hereunder prior to that removal.

Fees. Refer to the Business/Commercial Banking Pricing Schedule

Indemnification. The Clients, jointly and severally, shall indemnify, defend and hold harmless Bank, its affiliates and their respective directors, officers, employees and agents from and against any and all claims, demands, damages, losses, liabilities, causes of action, costs, and expenses (including without limitation attorney fees and costs of court) arising out of or in connection with this Addendum, the IBA, or any transfer under the foregoing (whether in contract, tort or otherwise), except to the extent that they arise from the gross negligence or willful misconduct of the Bank.

Additional Agreements; Dispute Resolution. The terms of this Addendum are in addition to, and not in derogation of, Bank's rights and limitations of liability (including but not limited to disclaimers of warranty and exclusions of damages) and Client's duties under the Primary Company's IBA or Participating Client's IBA, any agreement regarding online access to loan accounts, each Client's deposit account agreement with Bank, any Client's treasury management agreement, and any other applicable deposit or credit agreement between Client and Bank, as those agreements may from time to time be amended. The terms of Clients' deposit account agreements and IBA with Bank, as they are amended from time to time, are hereby incorporated and made a part of this Addendum. Any dispute arising out of or in connection with this Addendum, an IBA or any transfer under the foregoing shall be resolved in the manner provided for dispute resolution in the Client's deposit account agreement with Bank, as amended from time to time.

Definitions. In addition to the terms defined above and in the IBA, the following definitions apply to this Addendum:

Accounts: All of the following accounts which Bank elects to make accessible through Business Online Banking: (1) **all** deposit accounts of the Primary Company accessible via its IBN, (2) the **specific** deposit accounts of the Participating Clients identified in the table above or in any supplementary Addendum, and (3) any Client's loan account that Bank agrees with the Client to make accessible online for advances or transfers via its IBN. If a Client's Account is closed and a new account substituted, "Account" shall include the substituted account.

Addendum: this Business Online Banking – Multiple Party Addendum, and any prior or subsequent addendum executed by Primary Company adding Participating Clients or Accounts to this Multiple Party arrangement.

Authorized Individual. An "Authorized Individual" is any individual that the Primary Company has authorized (or hereafter authorizes) to access Accounts. "Authorized Individual" includes the Primary Company's Company System Administrator ("CSA"), and any person granted online credentials by a person using the CSA's online credentials. An Authorized Individual is not a Participating Client unless that individual is also specifically designated as a Participating Client by listing that individual's personal Account in the table above (or in any supplementary Addendum by which Primary Company adds the individual to this Multiple Party arrangement).

Bank: Amegy Bank

Business Internet Banking Agreement (or "IBA"): the Business Internet Banking Agreement (or agreement between Bank and a Client governing online access to Accounts) heretofore entered into by Client with Bank, as amended from time to time, and any existing or future addenda thereto. The term also includes any agreement entered into between Client and Bank to permit online access to Client's loan accounts.

Clients: Primary Company and the Participating Clients.

IBA: see "*Business Internet Banking Agreement.*"

IBN: the Client's Internet Banking Number (sometimes called the Company ID or Client's internet profile).

Participating Client: each entity and individual identified as a Participating Client in the table above (or in any supplementary Addendum by which Primary Company adds Participating Clients to this Multiple Party arrangement).

Primary Company: the entity identified as the Primary Company at the beginning of this Addendum.

IN WITNESS WHEREOF, Primary Company has caused this Addendum to be executed and delivered by its duly authorized.

Authorized Signer(s). The individual executing this Addendum below represents, warrants and certifies to Bank that he or she (a) is an authorized signer of the Primary Company and (b) has full authority to bind the Primary Company to the terms of this Addendum.

EXECUTION BY PRIMARY COMPANY

Primary Company:

By: _____ Date: _____
Printed Name: _____ Title: _____

By: _____ Date: _____
Printed Name: _____ Title: _____

CERTIFICATION FOR PRIMARY COMPANY

[Note: if the Primary Company specified above is a corporation, the corporate secretary or assistant secretary must sign this Certification. If the Primary Company is a partnership, limited partnership, or limited liability partnership, one of the general partners must sign this Certification. If the Primary Company is a limited liability company, then a manager or managing member must sign this Certification. If the Primary Company is a sole proprietorship, the proprietor does not need to complete this Certification.]

The undersigned certifies that the signature appearing above is the true signature of a person authorized to execute the form on behalf of the Primary Company, and further certifies that the undersigned has full authority to execute this Certification. The Bank is entitled to rely upon this Certification until written notice of its revocation is delivered to Bank.

By: _____ Date: _____
Printed Name: _____ Title: _____

EXECUTION BY PARTICIPATING CLIENTS

IN WITNESS WHEREOF, Participating Client, has caused this Addendum to be executed and delivered by its duly authorized officer as of _____, 20____.

Authorized Signer(s). Each individual executing this Addendum below represents, warrants and certifies to Bank that he or she (a) is, as applicable, an authorized signer of the Participating Client listed in the table above, or the owner of the Participating Client's personal account listed in the table above, and (b) has full authority to bind such Participating Clients to the terms of this Addendum.

Participating Client: _____ **Participating Client:** _____

By: _____
Name: _____
Title: _____
Account: _____
Date: _____

By: _____
Name: _____
Title: _____
Account: _____
Date: _____

Participating Client: _____

By: _____

Name: _____

Title: _____

Account: _____

Date: _____

Participating Client: _____

By: _____

Name: _____

Title: _____

Account: _____

Date: _____

Participating Client: _____

By: _____

Name: _____

Title: _____

Account: _____

Date: _____

Participating Client: _____

By: _____

Name: _____

Title: _____

Account: _____

Date: _____

Participating Client: _____

By: _____

Name: _____

Title: _____

Account: _____

Date: _____

Participating Client: _____

By: _____

Name: _____

Title: _____

Account: _____

Date: _____

(Use additional signature pages as needed)

For Office Use Only

Banker Name: _____

Phone: _____

Account Officer Name: _____

Phone: _____

Amegy Banking Center Process

1. Provide customer with a copy of the following:

- Completed Application
- Business Online Banking User Guide

2. Submit this request through Branch Enrollment Tool

3. Scan Branch Enrollment Tool Form and this application and email to AOS

Please keep a copy for your records.