AFFILIATED PLUS BIZNET AGREEMENT

Affiliated Plus BizNet Agreement made and entered into this _____ day of _____, 20___, ("Agreement"), by and between AFFILIATED BANK, a Texas banking corporation ("Bank"), with offices located at 500 Harwood Road, Bedford, Texas 76021, and _____ _____("Customer"), a _____,whose business location is _____.

WHEREAS, Bank desires to provide Customer on-line computer access to certain financial information maintained on Customer's accounts at Bank and to furnish Customer certain financial services with respect to those accounts; and

WHEREAS, Customer desires and hereby requests that Bank furnish such on-line computer access, financial information and financial services, and Customer agrees to pay for such access and services pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. INFORMATION, SERVICES AND SECURITY ACCESS:

(a) Bank agrees: (i) to furnish Customer on-line computer access to financial information concerning Customer's accounts maintained on Bank's computer system; and (ii) to provide Customer the "AFFILIATED PLUS BIZNET" financial services listed on Exhibit" A," annexed hereto and made a part hereof for all purposes; collectively, hereinafter the "SYSTEM".

(b) Customer agrees that the SYSTEM is contingent on Customer supplying Bank, in advance, all information and data required by Bank in order for Bank to establish a Customer master file for the SYSTEM. Such information and data for Customer's master file shall relate and apply to Customer's accounts listed on Exhibit " A" hereto.

(c) Bank will provide user identification codes and passwords for each person authorized to access and use the SYSTEM ("Security Codes") on Customer's behalf. Customer is solely responsible for assigning the Security Codes and for safeguarding the disclosure of all Security Codes assigned to its officers, agents and employees. Customer is recommended to change passwords at initiation of SYSTEM and at a periodic basis thereafter.

2. OPERATION OF SYSTEM AND FEES FOR SERVICES:

(a) Bank and Customer agree that the ability of Bank to provide Customer with the SYSTEM is conditioned upon the continued operation and availability of equipment and services, including computers and software programming, provided, in part, to Bank by a third party. In the event that the relationship between Bank and the third party is suspended, interrupted or terminated or Bank determines, in its sole discretion, that it is unable for any reason to continue to provide Customer the SYSTEM, Bank shall have the right to immediately terminate and cancel this Agreement without notice to Customer.

(b) Bank and Customer agree that during the term of this Agreement: (i) Bank shall furnish Customer reasonable access to the SYSTEM and provide Customer the services available on the SYSTEM during the hours and days of the week selected by Bank; (ii) that the SYSTEM is for Customer's sole internal use and benefit and is limited to Customer's authorized accounts; (iii) Customer shall be solely obligated and responsible for providing complete and accurate information to Bank with respect to its accounts and the SYSTEM; (iv) Bank may rely upon the completeness and accuracy of any information furnished by Customer; and (v) Bank shall not be liable for any inaccurate, incomplete, outdated, obsolete or erroneous information, data or instruction supplied to Bank by Customer, or for any act or failure to act on the part of

Customer or any third party, including any act or failure to act by such parties which would constitute or be deemed to be negligence or gross negligence with respect to either the provision of access and/or services available through the SYSTEM or any other matters contemplated by this Agreement.

(c) Bank, in its sole discretion, shall have the right, from time to time, to make alterations, changes, modifications or adjustments to the SYSTEM, limit or restrict access and/or use of the SYSTEM, and/or amend this Agreement.

(d) Customer hereby acknowledges receipt of all price account terms, conditions, disclosures; price lists and schedules setting forth as of the date of such documentation, the various fees and charges for the SYSTEM available to Customer. Any additional fees or charges for expanded services or new features shall be effective when the same are introduced and made available to customers generally.

(e) Bank and Customer agree that Bank shall have the right to periodically review the costs and expenses incurred in connection with the provision of access and services available on the SYSTEM, and following prior written notice to Customer, to effect fee and price changes, as the same are set forth in a revised schedule of fees and charges for access and services available through the SYSTEM.

(f) Any amendments to this Agreement, and any changes in the fees and expenses imposed on Customer for the SYSTEM, shall become effective on the date stated in Bank's notice to the Company.

(g) Customer will cooperate fully with Bank in the resolution of any problems, disputes or difficulties, technical or otherwise, encountered by Bank in the performance of its duties pursuant to this Agreement.

3. TERM OF AGREEMENT:

This Agreement shall be effective from and after the date first above written on a month-to-month basis, and this Agreement shall remain in full force and effect until terminated as provided herein.

4. CUSTOMER INSTRUCTIONS:

Bank shall be entitled to rely on any written notice, on-line instruction communicated to Bank following any access to the SYSTEM using Customer's Security Codes, or other communication received by Bank believed by it in good faith to be genuine and to have been signed, initiated or authorized by Customer.

5. EQUIPMENT:

Bank and Customer agree that Customer shall obtain, at its sole cost and expense, all necessary equipment for the SYSTEM, including, among other things, personal computers and common carrier communication equipment devices or software. All Customer equipment and software must meet Bank specifications.

6. ELECTRONIC TRANSFER OF FUNDS:

(a) In the event Customer desires and requests the use of the SYSTEM to accomplish electronic transfers of funds between Customer's accounts at Bank, or between Customer's accounts at Bank and an account or accounts at another financial institution, Bank, in effecting such action, shall be entitled to rely upon the authorizations and instructions of Customer. Customer shall specify the accounts to be affected by such transfers, as well as the

amount and timing of all electronic transfer of funds (All transfers are subject to the 2:30 P.M. cutoff).

(b) Customer agrees to comply with all requirements of Bank then in effect with respect to Customer initiated electronic transfer of funds requests. Customer understands and agrees that Bank will not accept an electronic transfer of funds request initiated by Customer on the SYSTEM unless Customer provides Bank all information required by Bank to process such electronic transfer of funds request.

(c) Prior to using electronic transfer of funds services on the SYSTEM for the first time, Customer agrees to provide to Bank, in writing, a list of all officers or duly authorized agents or employees authorized to initiate electronic transfer of funds requests on behalf of Customer. Bank shall have the right to rely upon such written authorizations for all transfer authorizations and instructions it thereafter receives from Customer.

(d) Bank may, but it is not required to honor, an electronic transfer of funds request if there are not sufficient collected funds in the account at the time of the request.

(e) Customer expressly understands and agrees that all electronic transfer of funds requests processed by Bank after such requests have been initiated via any of Company's then authorized Security Codes shall be conclusively presumed to be withdrawals or transfers authorized by the Company.

(f) The authorizations and written instructions of Customer described in this Section pertaining to the transfer of funds shall not be altered, modified, changed or amended, except by prior written notice to Bank, signed by Customer. Upon receipt of such written notice from Customer, Bank shall have seven (7) days from and after receipt of notice to effect such changes or modifications and during such period Bank shall have the continuing right to rely upon all written authorizations or instructions previously delivered by Customer prior to the effective date of such changes or modifications.

7. STOP PAYMENT:

(a) In the event Customer desires and requests the use of "stop payment" services on the SYSTEM for one or more items, Customer agrees to comply with all requirements of Bank then in effect with respect to Customer stop payment requests. Customer understands and agrees that Bank will not accept a stop payment request initiated by Customer on the SYSTEM unless Customer provides Bank all information required by Bank to process such stop payment request.

(b) Prior to using stop payment services on the SYSTEM for the first time, Customer agrees to provide to Bank, in writing, a list of all officers or duly authorized agents or employees authorized to initiate stop payment requests on behalf of Customer. Bank shall have the right to rely upon such written authorizations for all stop payment authorizations and instructions it thereafter receives from Customer.

(c) The authorizations and written instructions of Customer described in this Section pertaining to stop payment requests shall not be altered, modified, changed or amended, except by prior written notice to Bank, signed by Customer. Upon receipt of such written notice from Customer, Bank shall have seven (7) days from and after receipt of notice to effect such changes or modifications and during such period Bank shall have the continuing right to rely upon all written authorizations or instructions previously delivered by Customer prior to the effective date of such changes or modifications.

(d) Customer agrees that Bank is not responsible for processing stop payment requests initiated by Customer through the SYSTEM until such requests have been on the SYSTEM for 24 hours.

(e) Stop payment requests remain effective for six (6) months from the date the request is entered on the SYSTEM unless revoked or released by Customer prior to that time.

(f) Customer agrees to hold Bank harmless from all expenses, costs and attorney's fees incurred by Bank as a result of Bank refusing payment of an item pursuant to Customer's instruction to stop payment of the item.

(g) Customer further agrees not to hold Bank liable for payment contrary to the request, if payment occurs through accident, inadvertence, or otherwise than through lack of good faith or failure to exercise due care on Bank's part.

(h) Customer agrees that each time it uses the stop payment services available on the SYSTEM Customer is certifying to Bank that the actual item number and the item amount shown in the stop payment request are exactly as stated in such request, and that Customer has reviewed bank statements furnished to Customer since the issue date of the item, as well as current financial information available on the SYSTEM, and following such review Customer has verified the item on which a stop payment request is being made has not previously been paid by Bank.

8. PAYMENT OF FEES AND CHARGES:

(a) Customer is responsible for all access charges and service fees incurred on the SYSTEM initiated using Customer's Security Codes. Customer agrees to pay to Bank, when due, all Customer fees and charges related to the SYSTEM.

(b) Customer agrees to deposit and maintain immediately available collected funds in an account with Bank included in the SYSTEM sufficient to pay Bank's fees and charges for the SYSTEM for the prior month and in no event shall such amount be less than an amount equal to the fees and charges for the access and service furnished in the preceding month. Bank at its option shall have the right to automatically charge Customer's account each month for the access and services related to the SYSTEM.

(c) Fees and charges not paid when due shall bear interest at the rate of 18% per annum from the due date until paid.

(e) In the event there are not sufficient available collected funds in any of Customer's accounts authorized for the SYSTEM from which Bank may satisfy Customer's payment obligations under this Agreement, Bank may debit any other account maintained by Customer with Bank or any affiliate of Bank or Bank may set off against any amount it owes to Company, in order for Company to satisfy its payment obligations under this Agreement.

(f) In the event that Customer fails to maintain on deposit immediately available collected funds sufficient to pay for access and services related to the SYSTEM, Bank shall have the right to terminate access, services and this Agreement without notice to Customer.

9. CUSTOMER'S USE OF SYSTEM:

(a) Customer agrees to use the SYSTEM solely for its own internal use and benefit and not for resale, transfer or other disposition to, or use by, any other person or organization without the prior written consent of Bank.

(b) In the event that Customer resells, transfers, conveys or otherwise disposes or permits the use of the SYSTEM by or for the benefit of any other person or organization, Customer shall indemnify, defend and hold forever harmless Bank from and against any and all claims, actions, suits, proceedings, losses, liabilities, damages, expenses, attorney's fees and other obligations arising out of or in connection with, directly or indirectly, any act or omission of the transferee which would constitute a default or breach of this Agreement if performed or omitted by Customer.

(c) Bank and Customer agree that the obligations and duties of each party pursuant to this Section shall survive the termination of this Agreement.

10. WARRANTIES AND LIMITATIONS OF LIABILITY:

(a) BANK SHALL BE RESPONSIBLE ONLY FOR PERFORMING THE SERVICES EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, AND BANK SHALL BE LIABLE ONLY FOR ITS GROSS NEGLIGENCE, FRAUD OR WILFUL MISCONDUCT IN PROVIDING THOSE SERVICES. BANK AND CUSTOMER AGREE THAT CUSTOMER'S EXCLUSIVE REMEDY AND BANK'S EXCLUSIVE LIABILITY FOR ANY AND ALL CLAIMS, WHETHER FOR NEGLIGENCE, BREACH OF CONTRACT, WARRANTY OR OTHERWISE SHALL BE AN AGGREGATE AMOUNT EQUAL TO, BUT NOT EXCEEDING, THE LAST SIX (6) MONTHS CHARGES ACTUALLY PAID BY CUSTOMER FOR THE SERVICES USED BY CUSTOMER ON THE SYSTEM IMMEDIATELY PRECEDING THE MONTH IN WHICH THE LOSS, INJURY OR DAMAGE IS ALLEGED TO HAVE OCCURRED, PROVIDED, HOWEVER, THAT IF THIS AGREEMENT HAS NOT BEEN IN EFFECT FOR SIX (6) MONTHS PRECEDING SUCH OCCURRENCE THEN THE ACTUAL LESSER NUMBER OF MONTHS DURING WHICH THIS AGREEMENT HAS BEEN IN EFFECT SHALL BE USED FOR SUCH COMPUTATION.

(b) WHILE BANK BELIEVES THAT THE SYSTEM AND THE INFORMATION CONTAINED THEREIN ARE ACCURATE AND CORRECT, BANK DOES NOT WARRANT THE ACCURACY OR THE CORRECTNESS OF THE SYSTEM, ANY SERVICES OR THE INFORMATION CONTAINED THEREIN. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

(c) IN NO EVENT SHALL BANK BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE PERFORMANCE OR BREACH THEREOF, OR THE ACCURACY OR CORRECTNESS OF THE SYSTEM, ANY SERVICES OR THE INFORMATION CONTAINED THEREIN, EVEN IF BANK HAS BEEN ADVISED OF THE POSSIBLITY THEREOF.

(d) IN NO EVENT SHALL BANK BE LIABLE TO CUSTOMER FOR ANY DAMAGES RESULTING FROM OR RELATED TO (i) ANY FAILURE OR DELAY OF BANK IN PROVIDING ACCESS TO THE SYSTEM, SERVICES AND/OR INFORMATION CONTAINED THEREIN, INCLUDING DAMAGES RELATED TO SUBSEQUENT WRONGFUL DISHONOR RESULTING FROM BANK'S ACTS OR OMISSIONS UNDER THIS AGREEMENT OR (ii) IN THE ACCURACY OR CORRECTNESS OF THE SYSTEM, SERVICES AND/OR THE INFORMATION CONTAINED THEREIN.

(e) THE PARTIES FURTHER AGREE THAT BANK SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE SUSTAINED BY REASON OF DELAYS, MISTAKES, OMISSIONS, INTERRUPTIONS, MUTILATiONS, ERRORS OR CESSATION OF THE SERVICES AVAILABLE ON THE SYSTEM, AND SUCH RISK OF LOSS OR DAMAGE ARE EXPRESSLY ASSUMED BY COMPANY.

12. INDEMNITY:

COMPANY HEREBY AGREES TO INDEMNIFY AND TO KEEP AND HOLD BANK HARMLESS FROM ANY AND ALL LOSSES BANK MAY SUFFER IN CONNECTION WITH INSTRUCTIONS AND TRANSFERS INITIATED BY COMPANY VIA ANY OF CUSTOMER'S SECURITY CODES WHICH INSTRUCTIONS AND TRANSFERS ARE PROCESSED BY BANK, INCLUDING ANY COSTS, EXPENSES, OR ATTORNEY FEES INCURRED IN CONNECTION THEREWITH.

13. TERMINATION:

(a) This Agreement may be terminated without cause by either party upon thirty (30) days written notice to the other.

(b) Bank may also terminate this Agreement, without prior notice: (i) upon the happening of events described in Sections 2 and 8 hereof; (ii) in the event that Customer is or becomes bankrupt or unable to pay its debts as they become due; or (iii) upon Bank's determination, in Bank's sole discretion, that Customer has abused its privileges under this Agreement.

(c) Obligations shall survive such effective date, including, without limitation, obligations in connection with any instructions transmitted and accepted by Bank (whether before or after such effective date) and any other obligation designated elsewhere in this Agreement to survive such effective date.

14. ARBITRATION:

(a) Upon the request of any party hereto, whether made before or after the institution of any legal proceeding, any action, dispute, claim or controversy of any kind (e.g., whether in contract or in tort, statutory or common law, legal or equitable, or otherwise), now existing or hereafter arising between the parties (including their respective officers, directors, employees, agents, insurers, affiliates, any person in privity with them and any other representative), shall be resolved by binding arbitration in accordance with the terms of this Section. The foregoing matters shall be collectively referred to as "Disputes." Any party hereto may, by summary proceedings, bring an action in court to compel arbitration of any Disputes.

(b) Disputes shall be resolved by binding arbitration administered by the American Arbitration Association (the "AAA") in accordance with the terms of this Section, the Commercial Arbitration Rules of the AAA, and, to the maximum extent applicable, the Federal Arbitration Act (Title 9 of the United States Code) and/or the Texas General Arbitration Act (Article 224, et seq, Tex. Rev. Civ. Stat.). In the event of any inconsistency between this Section and such statute and rules, this Section shall control. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction; provided, however, that nothing contained herein shall be deemed to be a waiver by Bank of the protections afforded to it under 12 U. S.C. § 91 or Texas Banking Code art. 342-609.

(c) All statutes of limitation that would otherwise be applicable shall apply to any arbitration proceeding.

(d) The arbitrators shall resolve all Disputes in accordance with applicable substantive law. Any arbitrator shall be knowledgeable in the subject matter of the Dispute. The arbitrators may grant any remedy or relief that the arbitrators deem just and equitable and within the scope of this Section. The arbitrators may also grant such ancillary relief as is necessary to make effective the award.

(e) Arbitrators shall have the discretion to order a pre-hearing exchange of information by the parties, including, without limitation, production of requested documents, exchange of summaries of testimony of proposed witnesses, and examination by deposition of parties. All time limitations and all issues regarding conformation with discovery requests shall be decided by the arbitrator(s).

(f) Each party agrees to keep all Disputes and arbitration proceedings strictly confidential, except for disclosures of information required in the ordinary course of business of the parties or by applicable law or regulation. No party nor any arbitrator may disclose the existence, content or results of any arbitration hereunder without the prior written consent of all parties.

I5. WAIVER, ASSIGNMENT AND MODIFICATION:

(a) The parties agree that any voluntary waiver of any rights, remedies or duties to perform or forebear from an act hereunder given by either party shall not be, or be deemed to be, or operate as a waiver of any other rights, remedies or subsequent acts or duties to perform pursuant to this Agreement, provided however, that any voluntary waiver of a certain right given at a certain time as the result of a certain default pursuant to this Agreement shall be, and be deemed to be, an absolute wavier of that right.

(b) This Agreement constitutes the agreement of the parties and there are no prior agreements, written or oral, concerning access and/or services available on the SYSTEM which are not included herein. Customer acknowledges, however, that there are other independent agreements between Customer and Bank concerning each party's rights and obligations with respect to each of the accounts related to this Agreement, including the terms and conditions of Bank's "Depository Agreement and Other Disclosures" document (i.e. Wire Transfer cutoff time), and such agreements are not affected by this Agreement unless the terms of such agreements directly conflict with the terms of this Agreement, in which event the applicable term of this Agreement will control.

(c) This Agreement shall not be altered, changed, modified or amended and no waiver of any of the provisions hereof shall be valid and binding, except by a writing making reference hereto, signed by a duly authorized representative of the party to be bound by such modification or wavier.

(d) This Agreement shall not be assigned by either party without the prior written consent of the other party.

16. NOTICES:

(a) Any and all notices and demands by any party hereto to the other party, required or desired to be given hereunder, shall be in writing and shall be validly given or made if personally served or if deposited in the United States mail, certified or registered, return receipt requested, postage fully prepaid.

(b) Service of written notice shall be conclusively deemed made three (3) days after the deposit thereof in the United States mail addressed to the party to whom such notice or demand is to be given hereunder, or upon receipt, whichever is sooner.

(c) Any notice or demand to Bank shall be addressed to Bank in care of the Chief Operations Officer at 500 Harwood Road, Bedford, Texas 76021and to Customer at its address as set forth on the face of this Agreement.

17. DELAYS:

Bank is excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment failure, war, emergency conditions, acts of God, acts of war, or other circumstances beyond Bank's control.

18. ATTORNEY'S FEES:

Should either party hereto initiate a proceeding to enforce its rights hereunder or in connection herewith, the prevailing party shall be entitled to its costs and expenses, including reasonable attorney's fees.

19. CONSTRUCTION:

(a) The laws of the State of Texas shall govern the validity, construction, performance and effect of this Agreement.

(b) Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under the laws of the State of Texas, provided, however, in the event that any provision hereof shall be held by a court of competent jurisdiction to be prohibited or invalid under such applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of the Agreement.

(c) The obligations of the parties are performable in Tarrant County, Texas.

20. BINDING EFFECT:

This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective legal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement the day and year first above written.

"BANK"	"CUSTOMER"
AFFILIATED BANK	_____
	(Name of Company)
_____	_____
By: _____	By: _____
Title: _____	Its: _____

EXHIBIT "A"

PART ONE:

ServicePlans	***Fees***
Plus BizNet Free Unlimited Account Inquiry, Check Image retrieval (current statement cycle), Transaction search, Internal transfers,	No Charge
Plus BizNet Advanced Unlimited Account Inquiry, Check Image retrieval (current statement cycle), Transaction search, Internal transfers, 5 ACH Transfers/month included*	$5.00/ month
Plus BizNet Corporate Unlimited Account Inquiry, Check Image retrieval (current statement cycle), Transaction search, Internal transfers, ACH Transfers	$15.00 / month

Individual Services(applies to all plans)	***Fees***
Stop Payment Requests	$15.00
Wire Transfer Requests	$10.00
*ACH Transfer Requests	$0.50/each (in excess of Plan Allowable)
ACH File Transfers	$10.00/ file + $.10/transaction

***Fees can be charged to account or transferred to account analysis. Fees are subject to change.*