

TABLE OF CONTENTS

TERMS AND CONDITIONS OF YOUR ACCOUNT	2
Important Information About Procedures for Opening a New Account	2
Agreement	2
Binding Arbitration	2
Liability	2
Deposits	2
Withdrawals	2
Understanding and Avoiding Overdraft and Return Item Fees	3
Organization and Association Accounts	4
Stop Payments	4
Telephone Transfers	4
Amendments and Termination	4
Notices	4
Statements	4
Account Transfer	5
Direct Deposits	5
Temporary Account Agreement	5
Setoff	5
Restrictive Legends or Indorsements	5
Facsimile Signatures	5
Check Processing	5
Check Cashing	5
Indorsements	5
Death or Incompetence	5
Fiduciary Accounts	5
Credit Verification	5
Legal Actions Affecting Your Account	5
Account Security	5
Telephonic Instructions	6
Monitoring and Recording Telephone Calls and Consent to Receive Communications	6
Claim of Loss	6
Time Account Early Withdrawal Penalties	6
Address or Name Changes	6
Resolving Account Disputes	6
Waiver of Notices	6
Truncation, Substitute Checks, and Other Check Images	6
Remotely Created Checks	6
Unlawful Internet Gambling Notice	6
Funds Transfers	7
Power of Attorney	7
Stale-Dated Checks	7
Unclaimed Property	7
Cash Transaction Reporting	7
Backup Withholding/TIN Certification	8
Lost, Destroyed, or Stolen Certified, Cashier's or Teller's Checks	8
Changing Account Products	8
Transactions by Mail	8
NOW Account Organization	8
International ACH and Wire Transactions	8
ACH and Wire Transfers	8
YOUR ABILITY TO WITHDRAW FUNDS	8
SUBSTITUTE CHECKS AND YOUR RIGHTS	9
ARBITRATION AND CLASS ACTION WAIVER	10

TERMS AND CONDITIONS OF YOUR ACCOUNT

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT - To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person or entity who opens an account.

What this means for you: When you open an account, as an authorized signer of the account, we may ask for your name, address, date of birth, business records, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

AGREEMENT - As used in this document the words "we," "our," and "us" mean the financial institution and the words "you" and "your" mean the account owner(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. However, this agreement does not intend, and the terms "you" and "your" should not be interpreted, to expand an individual's responsibility for an organization's liability. This document, along with any other documents we give you pertaining to your account(s), is a contract that establishes rules which control your account(s) with us. Please read this carefully and retain it for future reference. If you sign the signature card or open or continue to use the account, you agree to these rules. You may receive a separate schedule of fees if they are not included in this document. If you have any questions, please call us.

This agreement is subject to applicable federal laws, the laws of the state of Texas and other applicable rules such as the operating letters of the Federal Reserve Banks and payment processing system rules (except to the extent that this agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this document is to:

- (1) summarize some laws that apply to common transactions;
- (2) establish rules to cover transactions or events which the law does not regulate;
- (3) establish rules for certain transactions or events which the law regulates but permits variation by agreement; and
- (4) give you disclosures of some of our policies to which you may be entitled or in which you may be interested.

If any provision of this document is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard agreement, but we must agree to any variation in writing either on the signature card for your account or in some other document. No verbal agreements shall act to modify the terms of this Agreement. Nothing in this document is intended to vary our duty to act in good faith and with ordinary care when required by law.

If this account is owned by a corporation, partnership or other organization, individual liability is determined by the laws generally applicable to that type of organization. The headings in this document are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular.

BINDING ARBITRATION - This Agreement is subject to an Arbitration Agreement and Class Action Waiver requiring us to resolve any disputes in binding arbitration on an individual basis rather than jury trials or class actions. Please read the Arbitration Agreement and Class Action Waiver section of this agreement for details.

LIABILITY - Account owners agree to the terms of this account and the schedule of fees. Account owners authorize us to deduct these fees, without notice to you, directly from the account balance as accrued. Account owners will pay any additional reasonable fees for services you request which are not covered by this agreement.

Account owners are liable for any account shortage resulting from fees or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and we can deduct any amounts deposited into the account and apply those amounts to the shortage. Account owners have no right to defer payment of this liability, and account owners are liable regardless of whether you signed the item or benefited from the fee or overdraft.

You will be liable for our costs as well as for our reasonable attorneys' fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your account. This includes, but is not limited to, disputes between you and another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your account. This also includes any action that you or a third party takes regarding the account that causes us, in good faith, to seek the advice of an attorney, whether or not we become involved in the dispute. All costs and attorneys' fees can be deducted from your account when they are incurred, without notice to you.

DEPOSITS - We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). We may reverse any provisional credit for items that are lost, stolen, or returned. Unless prohibited by law, we also reserve the right to charge back to your account the amount of any item deposited to your account or cashed for you which was initially paid by the payor bank and which is later returned to us due to an allegedly forged, unauthorized or missing indorsement, claim of alteration, encoding error, counterfeit cashier's check or other problem which in our judgment justifies reversal of credit, including but not limited to, demands for repayment because an item was unauthorized, sent to the wrong account number, or procured by fraud. We may accept the return and subtract the funds from your account, or any other deposit account(s) the owner has, or charge part of the item to each such account, even if the funds have already been withdrawn and this creates an overdraft. If we have reason to believe any of the above has occurred or may occur, or that the check or item should not have been paid or may not be paid for any other reason, we may place a hold on the funds until we determine who is entitled to them. If a deposited or cashed item is returned, we will charge you a Chargeback Fee. Refer to the Schedule of Fees for specific fee information. You authorize us to attempt to collect previously returned items without giving you notice, and in attempting to collect we may permit the payor bank to hold an item beyond the midnight deadline. Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we actually record them. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next business day that we are open. At our option, we may take an item for collection rather than for deposit. If we accept a third-party check or draft for deposit, we may require any third-party indorsers to verify or guarantee their indorsements, or indorse in our presence. We reserve the right to accept foreign currency items for collection only.

Return of Drafts - Regulation CC includes payable through and payable on demand drafts in the definition of "check" and requires the same processing periods for all items. You agree to present a payable through or payable on demand item in accordance with the schedule we disclose, relating to the return of such drafts, so that we will be able to return the item through the appropriate banking channels and fulfill our obligations as established by Reg. CC. You agree to hold us harmless from any loss or liability, including attorney's fees, arising in connection with your failure to make timely return of a draft as provided herein.

Depositor Responsibility - You shall bear any loss arising from the failure to identify properly the account by name and number on any deposit instrument or for failure to deliver the deposit instrument to us. You shall maintain a record identifying each item deposited.

WITHDRAWALS

Generally - Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs to open the account or has authority to make withdrawals may withdraw or transfer all or any part of the account balance at any time. You (until we receive written notice to the contrary) authorize each other person who signs the Resolution associated with the account or has authority to make withdrawals to indorse any item payable to you or your order for deposit to this account or any other transaction with us. Generally, your account may automatically be closed by our system if a zero balance is maintained for ten consecutive days. To avoid this situation, a positive balance must be kept in your account at all times. We reserve the right to place an account on "Do not close on zero balance" if warranted on accounts, including but not limited to: Repurchase Investment, Zero Balance, or Sweeps.

Postdated checks - A postdated check is one which bears a date later than the date on which the check is written. We may properly pay and charge your account for a postdated check even though payment was made before the date of the check, unless we have received written notice of the postdating in time to have a reasonable opportunity to act. Because we process checks mechanically, your notice will not be effective and we will not be liable for failing to honor your notice unless it precisely identifies the number, date, amount and payee of the item.

Checks and withdrawal rules - If you do not purchase your check blanks from us, you must be certain that we approve the check blanks you purchase. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us or by any method we do not specifically permit. We may refuse any withdrawal or transfer request which is greater in number than the frequency permitted by our policy, or which is for an amount greater or less than any withdrawal limitations. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply any frequency limitations. In addition, we may place limitations on the account until your identity is verified.

Even if we honor a nonconforming request, we are not required to do so later. If you violate the stated transaction limitations (if any), in our discretion we may close your account or reclassify your account as another type of account. If we reclassify your account, your account will be subject to the fees and earnings rules of the new account classification.

If we are presented with an item drawn against your account that would be a "substitute check," as defined by law, but for an error or defect in the item introduced in the substitute check creation process, you agree that we may pay such item.

Cash withdrawals - We recommend you take care when making large cash withdrawals because carrying large amounts of cash may pose a danger to your personal safety. As an alternative to making a large cash withdrawal, you may want to consider a cashier's check or similar instrument. You assume full responsibility of any loss in the event the cash you withdraw is lost, stolen, or destroyed. You agree to hold us harmless from any loss you incur as a result of your decision to withdraw funds in the form of cash.

Multiple signatures, electronic check conversion, and similar transactions - An electronic check conversion transaction is a transaction where a check or similar item is converted into an electronic fund transfer as defined in the Electronic Fund Transfers regulation. In these types of transactions the check or similar item is either removed from

circulation (truncated) or given back to you. As a result, we have no opportunity to review the signatures or otherwise examine the original check or item. You agree that, as to these or any items as to which we have no opportunity to examine the signatures, you waive any requirement of multiple signatures.

Notice of withdrawal - We reserve the right to require not less than 7 days' notice in writing before each withdrawal from an interest-bearing account, other than a time deposit or demand deposit, or from any other savings deposit as defined by Regulation D. Withdrawals from a time account prior to maturity or prior to any notice period may be restricted and may be subject to penalty. Please see the Time Account Early Withdrawal Penalties section.

Funds availability - Please see the section titled Your Ability to Withdraw Funds for information on when different types of deposits will be made available for withdrawal. For those accounts to which our funds availability policy disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal. An item may be returned after the funds from the deposit of that item are made available for withdrawal. In that case, we will reverse the credit of the item to your account.

UNDERSTANDING AND AVOIDING OVERDRAFT AND RETURN ITEM FEES -

Generally - The information in this section is being provided to help you understand what happens if your account is overdrawn. Understanding the concepts of overdrafts and nonsufficient funds (NSF) transactions is important and can help you avoid being assessed fees or charges. This section also provides contractual terms relating to overdrafts and NSF transactions.

Generally, an overdraft occurs when the current balance of your account is insufficient to pay for a transaction at the time it is presented to us, but we pay it anyway. If we elect to pay the overdraft, we will charge you an Overdraft Item Fee. If we do not pay the overdraft, the NSF transaction will be rejected and the item or requested payment will be returned unpaid. When this occurs, we will charge you a Return Item Fee. We do not charge Return Item Fees if a debit card payment or ATM withdrawal or transfer is rejected. Please review our Schedule of Fees for more information on these fees. We have no obligation to pay a transaction presented for payment unless the current balance of your account is sufficient to pay the transaction.

Payment types - Some of the ways you may overdraw your account or cause an NSF transaction, and thus incur an Overdraft Item Fee or Return Item Fee, include, but are not limited to, debit card transactions, automated clearing house (ACH) transactions, electronic fund transfers, and check transactions. All of these payment types can use different processing systems, and some may take more or less time to post to your account. This information is important for a number of reasons. For example, keeping track of the checks you write and the timing of the authorized transactions you set up will help you to know what other pending transactions might still post against your account.

Important Information Regarding "Decoupled" Cards. Decoupled debit cards are debit cards offered or issued by an institution or merchant other than us. As part of the issuing process, you provide the decoupled debit card issuer with the information it needs to link the decoupled debit card to your account with us. Once this is done, you can typically use the decoupled debit card as you would any other debit card. Importantly, however, while transactions initiated with these decoupled debit cards may originate as debit card transactions paid by the card issuer, we receive and process them as ACH transactions. Additionally, you need to refer to your agreement with the decoupled debit card issuer to understand the terms of use for that card. Thus, when our documentation refers to "debit cards," "everyday debit card transactions," or "one-time debit card transactions," we are referring to debit cards issued by us, not decoupled debit cards issued by other institutions or merchants. Different payment types can use different processing systems and some may take more or less time to post. Knowing which card you are using and how the transaction is processed can help you manage your finances, including helping you to avoid Overdraft or Return Item Fees.

Overdrafts - You understand we may, at our discretion, pay transactions overdrawing your account. However, the fact we may pay transactions overdrawing the account does not obligate us to do so later. So, you can NOT rely on us to pay overdrafts on your account regardless of how frequently or under what circumstances we have paid overdrafts on your account in the past. We can change our practice of paying, or not paying, discretionary overdrafts on your account without notice to you.

You agree we may charge fees for overdrafts, including Overdraft Item Fees. We will charge fees for overdrafts caused by ATM withdrawals and debit card transactions. You must immediately repay the amount of any overdraft and any Overdraft Item Fee applied to your account. We may use subsequent deposits to cover such overdrafts and fees.

Nonsufficient funds (NSF) transactions - If an item drafted by you (such as a check) or a transaction you set up (such as a preauthorized transfer) is presented to us for payment and the current balance of your account is not sufficient to pay for the item or transaction, and we decide not to pay the item or transaction, you agree we can charge you a Return Item Fee for rejecting the transaction or returning the item or request for payment.

Re-presented items - Be aware an item may be presented for payment more than once, and we do not monitor or control the number of times an item is presented for payment. You agree we may charge you a Return Item Fee each time an item is presented for payment if the current balance of your account is not sufficient to pay for the item or transaction, regardless of the payment type or the number of times the item is presented. If we elect to pay the overdraft on a re-presented item, you agree we may charge you an Overdraft Item Fee.

Overdraft Protection Services - Please contact us to discuss the overdraft protection services that might be available to you in the event of an overdraft. For example, for qualifying customers, we offer an agreement to sweep funds from another account you have with us to cover overdrafts in your account. If you qualify and elect to participate in overdraft protection service, in the event of an overdraft, we will transfer available funds from your designated account to cover the amount of the overdraft. A fee will be charged for use of an overdraft protection service, if applicable. Using overdraft protection services can reduce your likelihood of incurring Overdraft Item Fees and Return Item Fees. Please contact us or consult our Schedule of Fees for more information.

Overdraft Privilege Program - If an item or transaction is presented to us for payment and the current balance of your account is not sufficient to pay it, we may, in our discretion, pay the item or return the item. Your participation in our Overdraft Privilege Program allows us to authorize payment for the following types of transactions regardless of whether your business account has a sufficient current balance to pay the item: (1) checks and other transactions, except as otherwise described below; (2) electronic online bill payments; (3) ACH transactions; and (4) ATM and debit card transactions.

Determining your account balance - We use the current balance of your account to determine if there is enough money to pay an item presented for payment. The current balance of your account is calculated based on the ending balance of your account from the previous business day minus any amounts subject to a hold on your account. Holds may be placed on funds in your account to comply with court orders or other legal requirements, as a result of delayed funds availability, when we have notice of a previously deposited item being returned, or for other reasons. Holds affecting your current balance do not include pending debit transactions, such as electronic transactions that have been authorized but are pending and checks that have not cleared. For information regarding pending debit transactions and their effect on your available balance, please see the Your Available Balance for Debit Card Transactions section below.

When a transaction is posted to your account, it changes your current balance. Deposits or other credits posted to your account will increase your current balance, subject to any portion of a deposit hold. Withdrawals or other debits posted to your account will reduce your current balance. We receive transactions throughout the day, but we do not post them to your account until the end of the business day. We post items as described in the Payment Order of Items section to determine whether your account is overdrawn and fees will be charged. Items are typically posted to your account in a different order than you conducted them or we received them.

It is important to keep track of your account balances to avoid overdrawing your account. You can review your balances in a number of ways including reviewing your periodic statement, reviewing your balance online, accessing your account information by phone, completing a balance inquiry at an ATM, or visiting one of our branches.

Your available balance for debit card transactions - When you use your debit card for a transaction, the transaction is authorized based on the available balance of your account plus the Overdraft Privilege Program limit available to you, if you have chosen for your business account to participate in that program. Your available balance is calculated by subtracting pending debit transactions from your current balance. Your available balance does not include items such as scheduled electronic online bill pay transactions, deposits with holds on them, and checks you have written but have not yet posted to your account. Once a debit transaction is authorized, the authorized amount of the pending debit transaction is deducted from your available balance.

Some merchants may seek to authorize an amount different from the actual purchase total of the debit transaction. When this happens, we cannot determine whether the amount of the pending debit transaction differs from the actual amount of your purchase. This may cause the amount of the pending debit transaction to be more or less than the actual amount of your purchase. Some common transactions where this occurs include, but are not limited to, purchases of gasoline, hotel rooms, car rentals, or meals at restaurants. Until the merchant presents the debit transaction for payment, the amount the merchant requests to authorize for the pending debit transaction will be deducted from your available balance and will not be available to authorize subsequent debit card transactions. We have no control over how quickly merchants process their transactions. However, if the merchant does not present the pending debit transaction for payment within three (3) calendar days of the authorization, the pending debit transaction will expire and the amount of the pending debit transaction will be added back into your available balance. If the merchant presents the debit transaction for payment after such expiration, the transaction will be processed and posted according to the terms contained herein for debit transactions. If your account is overdrawn after the pending debit transaction expires, and the pending debit transaction posts, an Overdraft Item Fee may be assessed. Please note that even though a transaction has been authorized, it still may result in an overdraft if you initiate other transactions that are processed before it. So, do not consider an authorized transaction as a guarantee there will be sufficient funds in your account to cover the transaction when it posts.

IT IS VERY IMPORTANT TO UNDERSTAND THAT YOU MAY STILL OVERDRAW YOUR ACCOUNT EVEN THOUGH THE CURRENT AND AVAILABLE BALANCES APPEAR TO SHOW SUFFICIENT FUNDS TO COVER A TRANSACTION YOU WANT TO MAKE. Your current and available balances may not reflect all of your outstanding checks, electronic online bill payments you have authorized, or other outstanding transactions that have not paid from your account. In all cases, the best way to know the amount of

available funds in your account is for you to carefully track all your transactions including, but not limited to, checks, electronic online bill payments, debit card transactions, fees and service charges, and deposits.

Payment Order of Items. The law permits us to pay items, such as checks, and any other withdrawals, such as electronic fund transfers, on your account in any order. To assist you in handling your account with us, we are providing you with the following information regarding how we process the items and other withdrawals drawn on your account. We may debit your account on the day an item is presented by electronic or other means, or at an earlier time based on notification received by us that an item drawn on your account has been deposited for collection in another financial institution. The order in which items are posted to your account can affect whether your account becomes overdrawn and the total amount of fees you incur. We may change the order of posting items to your account at any time without notice to you.

We group items into categories and generally post them in the order shown below at the end of each business day. It is our practice to post deposits (credits) prior to debits and other charges and fees. In each posting category, transactions generally post in order of smallest to largest dollar amount, unless the transaction is by debit card. Debit card transactions generally post in chronological order based on the date and time the merchant presents to us for payment. The posting sequence categories (from first to last) are:

- Credits
- Debit card items merchants present to us for payment
- Force post debits, cash items, and bank fees
- ACH debits
- Electronic online bill payments
- Checks

Please note these posting categories are intended to capture the most common types of transactions. Other items may post to your account even though not specifically listed above.

ORGANIZATION AND ASSOCIATION ACCOUNTS - Earnings in the form of interest or credits will be paid only on collected funds, unless otherwise provided by law or our policy. You represent that you have the authority to open and conduct business on this account on behalf of the entity. We may require the governing body of the entity opening the account to give us a separate authorization telling us who is authorized to act on its behalf. We will honor the authorization until we actually receive written notice of a change from the governing body of the entity.

STOP PAYMENTS - The rules in this section cover stopping payment of items such as checks and drafts. Rules for stopping payment of other types of transfers of funds, such as electronic fund transfers, may be established by law or our policy. If we have not disclosed these rules to you elsewhere, you may ask us about those rules.

We may accept an order to stop payment on any item from you. You must make any stop-payment order in the manner required by law; it must be made in a dated, authenticated record that describes the item with certainty. (Generally, a "record" is information that is stored in such a way that it can be retrieved and can be heard or read and understood – you can ask us what type of stop-payment records you can give us). We must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. Because the most effective way for us to execute a stop-payment order is by using an automated process, to be effective, your stop-payment order must precisely identify the number, date, and amount of the item, and the payee.

You may stop payment on any item drawn on your account whether you sign the item or not. Your stop-payment order is effective for six months. Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period. We are not obligated to notify you when a stop-payment order expires. Oral stop payment orders (including by phone) are binding for fourteen (14) calendar days only, unless you confirm the order by signing and returning the proper written form to us within the fourteen-day (14-day) period.

If you stop payment on an item and we incur any damages or expenses because of the stop payment, you agree to indemnify us for those damages or expenses, including attorneys' fees. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop-payment order.

Our stop-payment cutoff time is one hour after the opening of the next banking day after the banking day on which we receive the item. Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item).

TELEPHONE TRANSFERS - A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. Limitations on the number of telephonic transfers from a savings account, if any, are described elsewhere. You agree not to hold us liable for any expenses, costs, damages, claims, demands or lawsuits of any kind arising from failure by us to honor such request for any reason.

AMENDMENTS AND TERMINATION - We may change any term of this agreement. Rules governing changes in interest rates are provided separately in the Truth-in-Savings disclosure or in another document applicable to your account. For other changes, we will give you reasonable notice in writing or by any other method permitted by law. We may also close this account at any time upon reasonable notice to you and tender of the account balance personally or by mail. Items presented for payment after the account is closed may be dishonored. When you close your account, you are responsible for leaving enough money in the account to cover any outstanding items to be paid from the account. Reasonable notice depends on the circumstances, and in some cases such as when we cannot verify your identity or we suspect fraud, it might be reasonable for us to give you notice after the change or account closure becomes effective. For instance, if we suspect fraudulent activity with respect to your account, we might immediately freeze or close your account and then give you notice. If we have notified you of a change in any term of your account and you continue to have your account after the effective date of the change, you have agreed to the new term(s).

NOTICES - Any written notice you give us is effective when we actually receive it, and it must be given to us according to the specific delivery instructions provided elsewhere, if any. We must receive it in time to have a reasonable opportunity to act on it. If the notice is regarding a check or other item, you must give us sufficient information to be able to identify the check or item, including the precise check or item number, amount, date and payee. Written notice we give you is effective when it is deposited in the United States Mail with proper postage and addressed to your mailing address we have on file. If you elect to receive written communications electronically, by e-mail, through online banking, SMS messaging, or other electronic means, notice is effective when delivered by electronic means at the time of transmission. Notice to any of you is notice to all of you.

STATEMENTS - Your duty to report unauthorized signatures, alterations and forgeries - You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized signatures or alterations, you must promptly notify us of the relevant facts by delivering written notice to us at the address provided on your statement. As between you and us, if you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we contributed to the loss). The loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 30 days from when the statement is first sent or made available to you.

You further agree that if you fail to report any unauthorized signatures, alterations or forgeries in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

Your duty to report other errors or problems - In addition to your duty to review your statements for unauthorized signatures, alterations and forgeries, you agree to examine your statement with reasonable promptness for any other error or problem - such as an encoding error or an unexpected deposit amount or fee, including Overdraft Item Fees and Return Item Fees and report any such errors to us in writing at the address provided on your statement. Also, if you receive or we make available either your items or images of your items, you must examine them for any unauthorized or missing indorsements or any other problems. You agree that the time you have to examine your statement and items and report to us will depend on the circumstances. However, this time period shall not exceed 60 days. Failure to examine your statement and items and report any errors to us in writing within 60 days of when we first send or make the statement available precludes you from asserting a claim against us for any errors on items identified in that statement and as between you and us the loss will be entirely yours.

Errors relating to substitute checks - For information on errors relating to a substitute check you received, refer to your disclosure entitled Substitute Checks and Your Rights.

Adjustments - If we (or you, or you and us together) make an error on your account, we can fix the error without first notifying you. For example, if:

- The dollar amount of your check is paid for the incorrect amount;
- A deposit is added incorrectly; or
- We apply a deposit to the wrong account.

We can fix the error without any special notice to you, though such a correction will normally appear on your statement if the error and the correction occur on different business days. We are not required to adjust your account for discrepancies of less than \$1.00.

Duty to notify if statement not received - You agree to immediately notify us if you do not receive your statement by the date you normally expect to receive it. Not receiving your statement in a timely manner is a sign that there may be an issue with your account, such as possible fraud or identity theft.

ACCOUNT TRANSFER - This account may not be transferred or assigned without our prior written consent.

DIRECT DEPOSITS - If we are required for any reason to reimburse the federal government for all or any portion of a benefit payment that was directly deposited into your account, you authorize us to deduct the amount of our liability to the federal government from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

TEMPORARY ACCOUNT AGREEMENT - If the account documentation indicates that this is a temporary account agreement, each person who signs to open the account or has authority to make withdrawals (except as indicated to the contrary) may transact business on this account. However, we may at some time in the future restrict or prohibit further use of this account if you fail to comply with the requirements we have imposed within a reasonable time.

SETOFF - We may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt any of you owe us now or in the future. If this account is owned by one or more of you as general partners, we may set off any funds in the account against a due and payable debt a partnership owes us now or in the future, to the extent of your liability as a partner for the partnership debt. If you owe us a debt that arises from a promissory note, then the amount of the due and payable debt will be the full amount we are entitled to set off, including as entitled under the terms of the note, and this amount may include any portion of the balance for which we have properly accelerated the due date.

This right of setoff does not apply to this account if prohibited by law. We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against this account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff.

RESTRICTIVE LEGENDS OR INDORSEMENTS - The automated processing of the large volume of checks we receive prevents us from inspecting or looking for restrictive legends, restrictive indorsements or other special instructions on every check. For this reason, we are not required to honor any restrictive legend or indorsement or other special instruction placed on checks you write unless we have agreed in writing to the restriction or instruction. Unless we have agreed in writing, we are not responsible for any losses, claims, damages, or expenses that result from your placement of these restrictions or instructions on your checks. Examples of restrictive legends placed on checks are "must be presented within 90 days" or "not valid for more than \$1,000.00." The payee's signature accompanied by the words "for deposit only" is an example of a restrictive indorsement.

FACSIMILE SIGNATURES - Unless you make advance arrangements with us, we have no obligation to honor facsimile signatures on your checks or other orders. If we do agree to honor items containing facsimile signatures, you authorize us, at any time, to charge you for all checks, drafts, or other orders, for the payment of money, that are drawn on us. You give us this authority regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen filed with us, and contain the required number of signatures for this purpose. You must notify us in writing at once if you suspect that your facsimile signature is being or has been misused.

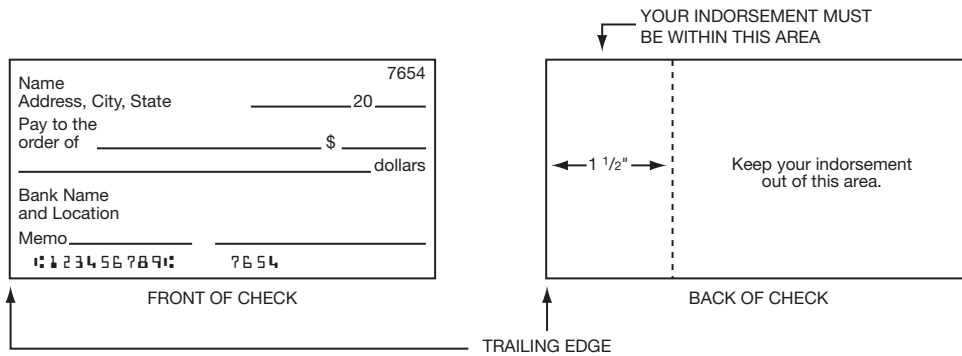
CHECK PROCESSING - We process items mechanically by relying solely on the information encoded in magnetic ink along the bottom of the items. This means that we do not individually examine your items to determine if the item is properly completed, signed and indorsed or to determine if it contains any information other than what is encoded in magnetic ink. You agree that we have exercised ordinary care if our automated processing is consistent with general banking practice, even though we do not inspect each item. Because we do not inspect each item, if you write a check to multiple payees, we can properly pay the check regardless of the number of indorsements unless you notify us in writing that the check requires multiple indorsements. We must receive the notice in time for us to have a reasonable opportunity to act on it, and you must tell us the precise date of the check, amount, check number and payee. Although we may use commercially reasonable measures to identify and prevent fraudulent transactions, we have no duty to you to determine whether any check you deposit or cash is forged, counterfeit, altered, improperly indorsed or otherwise improper.

CHECK CASHING - We may charge a fee for anyone that does not have an account with us who is cashing a check, draft or other instrument written on your account. We may also require reasonable identification to cash such a check, draft or other instrument. We can decide what identification is reasonable under the circumstances and such identification may be documentary or physical and may include collecting a thumbprint or fingerprint.

INDORSEMENTS - We may accept for deposit any item payable to you or your order, even if they are not indorsed by you. We may give you cash back. We may supply any missing indorsement(s) for any item we accept for deposit or collection, and you warrant that all indorsements are genuine.

To ensure that your check is processed without delay, you must indorse it (sign it on the back) in a specific area. Your entire indorsement (whether a signature or a stamp) along with any other indorsement information (e.g. additional indorsements, ID information, driver's license number, etc.) must fall within 1 1/2" of the "trailing edge" of a check. Indorsements must be made in blue or black ink, so that they are readable by automated check processing equipment.

As you look at the front of a check, the "trailing edge" is the left edge. When you flip the check over, be sure to keep all indorsement information within 1 1/2" of that edge.



It is important that you confine the indorsement information to this area since the remaining blank space will be used by others in the processing of the check to place additional needed indorsements and information. You agree that you will indemnify, defend, and hold us harmless for any loss, liability, damage or expense that occurs because your indorsement, another indorsement or information you have printed on the back of the check obscures our indorsement.

These indorsement guidelines apply to both personal and business checks.

DEATH OR INCOMPETENCE - You agree to notify us promptly if any person with a right to withdraw funds from your account(s) dies or is adjudicated (determined by the appropriate official) incompetent. We may continue to honor checks, items, and instructions until: (a) we know of the death or adjudication of incompetence of the person with a right to withdraw funds from your account, and (b) we have had a reasonable opportunity to act on that knowledge. You agree that we may pay or certify checks drawn on or before the date of death or adjudication of incompetence for up to ten (10) days after a death or adjudication of incompetence unless ordered to stop payment by someone claiming an interest in the account.

FIDUCIARY ACCOUNTS - Accounts may be opened by a person acting in a fiduciary capacity. A fiduciary is someone who is appointed to act on behalf of and for the benefit of another. We are not responsible for the actions of a fiduciary, including the misuse of funds. This account may be opened and maintained by a person or persons named as a trustee under a written trust agreement, or as executors, administrators, or conservators under court orders. You understand that by merely opening such an account, we are not acting in the capacity of a trustee in connection with the trust nor do we undertake any obligation to monitor or enforce the terms of the trust or letters.

CREDIT VERIFICATION - You agree that we may verify credit and employment history by any necessary means, including preparation of a credit report by a credit reporting agency.

LEGAL ACTIONS AFFECTING YOUR ACCOUNT - If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your account (termed "legal action" in this section), we will comply with that legal action. Or, in our discretion, we may freeze the assets in the account and not allow any payments out of the account until a final court determination regarding the legal action. We may do these things even if the legal action involves less than all of you. In these cases, we will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds from your account or in any way restricted access to your funds in accordance with the legal action. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorneys' fees and our internal expenses) may be charged against your account. The list of fees applicable to your account(s) provided elsewhere may specify additional fees that we may charge for certain legal actions.

ACCOUNT SECURITY -

Your duty to protect account information and methods of access - Our policy may require methods of verifying your identity before providing you with a service or allowing you access to your account. We can decide what identification is reasonable under the circumstances. For example, process and identification requirements may vary depending on whether they are online or in person. Identification may be documentary or physical and may include collecting a fingerprint, voiceprint, or other biometric information.

It is your responsibility to protect the account numbers and electronic access devices (e.g., an ATM card) we provide you for your accounts. You should also safeguard your username, password, and other access and identifying information when accessing your account through a computer or other electronic, audio, or mobile device or technology. If you give anyone authority to access the account on your behalf, you should exercise caution and ensure the trustworthiness of that agent. Do not discuss, compare, or share information about your account numbers with anyone unless you are willing to give them full use of your money. An account number can be used by thieves to issue an electronic debit or to encode your number on a false demand draft which looks like and functions like an authorized check. If you furnish your access device or information and grant actual authority to make transfers to another person (a family member or coworker, for example) who then exceeds that authority, you are liable for the transfers unless we have been notified that transfers by that person are no longer authorized. Your account number can also be used to electronically remove money from your account, and payment can be made from your account even though you did not contact us directly and order the payment.

You must also take precaution in safeguarding your blank checks. Notify us at once if you believe your checks have been lost or stolen. As between you and us, if you are negligent in safeguarding your checks, you must bear the loss entirely yourself or share the loss with us (we may have to share some of the loss if we failed to use ordinary care and if we substantially contributed to the loss).

Positive pay and other fraud prevention services - Except for consumer electronic fund transfers subject to Regulation E, you agree that we offer you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account. If you reject or do not use those services, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services we offered. You will not be responsible for such transactions if we acted in bad faith or to the extent our negligence contributed to the loss. Such services include positive pay or commercially reasonable security procedures. If we offered you a commercially reasonable security procedure which you reject, you agree that you are responsible for any payment order, whether authorized or not, that we accept in compliance with an alternative security procedure that you have selected. The positive pay services can help detect and prevent check fraud or unauthorized ACH and is appropriate for account holders that issue: a high volume of checks or ACH payments, or checks or ACH payments for large dollar amounts.

TELEPHONIC INSTRUCTIONS - Unless required by law or we have agreed otherwise in writing, we are not required to act upon instructions received other than in person.

MONITORING AND RECORDING TELEPHONE CALLS AND CONSENT TO RECEIVE COMMUNICATIONS - Subject to federal and state law, we may monitor or record phone calls for security reasons, to maintain a record and to ensure that you receive courteous and efficient service. You consent in advance to any such recording.

To provide you with the best possible service in our ongoing business relationship for your account we may need to contact you about your account from time to time by telephone, text messaging or email. However, we first obtain your consent to contact you about your account in compliance with applicable consumer protection provisions in the federal Telephone Consumer Protection Act of 1991 (TCPA), CAN-SPAM Act and their related federal regulations and orders issued by the Federal Communications Commission (FCC).

- Your consent is limited to your account, and as authorized by applicable law and regulations.
- Your consent is voluntary and not conditioned on the purchase of any product or service from us.

With the above understandings, you authorize us to contact you regarding your account throughout its existence using any telephone numbers or email addresses that you have previously provided to us by virtue of an existing business relationship or that you may subsequently provide to us.

This consent is regardless of whether the number we need to contact you is assigned to a landline, a paging service, a cellular wireless service, a specialized mobile radio service, other radio common carrier service or any other service for which you may be charged for the call. You further authorize us to contact you through the use of voice, voice mail and text messaging, including the use of pre-recorded or artificial voice messages and an automated dialing device.

If necessary, you may change or remove any of the telephone numbers or email addresses at any time using any reasonable means to notify us.

CLAIM OF LOSS - If you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred by you.

You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our liability, if any, will be reduced by the amount you recover or are entitled to recover from these other sources.

TIME ACCOUNT EARLY WITHDRAWAL PENALTIES (and involuntary withdrawals) - We may impose early withdrawal penalties on a withdrawal from a time account even if you don't initiate the withdrawal. For instance, the early withdrawal penalty may be imposed if the withdrawal is caused by our setoff against funds in the account or as a result of an attachment or other legal process. We may close your account and impose the early withdrawal penalty on the entire account balance in the event of a partial early withdrawal. See your certificate of deposit account's Truth in Savings Disclosure for additional information.

ADDRESS OR NAME CHANGES - You are responsible for notifying us of any change in your address or your name. Unless we agree otherwise, change of address or name must be made in writing by at least one of the account holders. Informing us of your address or name change on a check reorder form is not sufficient. We will attempt to communicate with you only by use of the most recent address you have provided to us. If provided elsewhere, we may impose a service fee if we attempt to locate you.

Mailing address and return mail - We will mail statements and other notices as agreed to the address indicated on the signature card, time deposit receipts or other account documents. The schedule for mailing is available upon request. You shall provide us with your current address in writing. Returned mail and any items in support of entries made to the account during the period covered by the statement or notice will be destroyed without being liable to you. You agree that we shall have all defenses against you that we would have if such statements and items had been delivered and examined by you on the statement date. You may obtain copies of any statement, notices or items upon payment of charges indicated in our Schedule of Fees.

RESOLVING ACCOUNT DISPUTES - We may place an administrative hold on the funds in your account (refuse payment or withdrawal of the funds), without providing you notice of the hold, if it becomes subject to: (1) a claim adverse to your own interest; (2) others claiming an interest in your account; (3) a claim arising by operation of law; or (4) a claim arising from suspicious activity. The hold may be placed for such period of time as we believe reasonably necessary to allow a legal proceeding to determine the merits of the claim or until we receive evidence satisfactory to us that the dispute has been resolved. We will not be liable for any items that are dishonored as a consequence of placing a hold on funds in your account for these reasons.

WAIVER OF NOTICES - To the extent permitted by law, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your account. For example, if you deposit an item and it is returned unpaid or we receive a notice of nonpayment, we do not have to notify you unless required by federal Regulation CC or other law.

TRUNCATION, SUBSTITUTE CHECKS, AND OTHER CHECK IMAGES - If you truncate an original check and create a substitute check, or other paper or electronic image of the original check, you warrant that no one will be asked to make payment on the original check, a substitute check or any other electronic or paper image, if the payment obligation relating to the original check has already been paid. You also warrant that any substitute check you create conforms to the legal requirements and generally accepted specifications for substitute checks. We may reject any check that does not conform to legal requirements and generally accepted specifications for substitute checks. You agree to securely retain the original check for at least 14 business days from the date of deposit or such longer time but not to exceed 90 days for its own protection. You understand that in all cases, it is solely your responsibility for safeguarding all items you retain from destruction, alteration, or theft. You agree to indemnify us for any loss we may incur as a result of any truncated check transaction you initiate or your failure to safeguard the physical check. We can refuse to accept substitute checks that have not previously been warranted by a bank or other financial institution in conformance with the Check 21 Act. Unless specifically stated in a separate agreement between you and us, we do not have to accept any other electronic or paper image of an original check.

REMOTELY CREATED CHECKS - Like any standard check or draft, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a check or draft that can be used to withdraw money from an account. Unlike a typical check or draft, however, a remotely created check is not issued by the paying bank and does not contain the signature of the account owner (or a signature purported to be the signature of the account owner). In place of a signature, the check usually has a statement that the owner authorized the check or has the owner's name typed or printed on the signature line.

You warrant and agree to the following for every remotely created check we receive from you for deposit or collection: (1) you have received express and verifiable authorization to create the check in the amount and to the payee that appears on the check; (2) you will maintain proof of the authorization for at least 2 years from the date of the authorization, and supply us the proof if we ask; and (3) if a check is returned you owe us the amount of the check, regardless of when the check is returned. We may take funds from your account to pay the amount you owe us, and if there are insufficient funds in your account, you still owe us the remaining balance.

UNLAWFUL INTERNET GAMBLING NOTICE - Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling

businesses in connection with the participation by others in unlawful Internet gambling. By use of your ATM/debit card you agree not to use or allow your card to be used in person or through electronic devices for the purchase of goods or services, including gambling services, prohibited by applicable local law in the cardholder's jurisdiction.

FUNDS TRANSFERS - The terms used in this section have the meaning given to them in Article 4A of the Uniform Commercial Code - Funds Transfers (UCC 4A). This section is subject to UCC 4A as adopted in the state in which you have your deposit with us. This agreement is also subject to all clearing house association rules, rules of the Board of Governors of the Federal Reserve System and their operating circulars, or other payment system rules. If any part of this agreement is determined to be unenforceable, the rest of the agreement remains effective. This agreement controls funds transfers unless supplemented or amended in a separate written agreement signed by us. This agreement does not apply to a funds transfer if any part of the transfer is governed by the Electronic Fund Transfer Act of 1978 (EFTA).

Funds transfer - A funds transfer is the transaction or series of transactions that begin with the originator's payment order, made for the purpose of making payment to the beneficiary of the order. A funds transfer is completed by the acceptance by the beneficiary's bank of a payment order for the benefit of the beneficiary of the originator's order. You may give us a payment order orally, electronically, or in writing, but your order cannot state any condition to payment to the beneficiary other than the time of payment. Credit entries may be made by ACH.

Authorized account - An authorized account is a deposit account you have with us that you have designated as a source of payment of payment orders you issue to us. If you have not designated an authorized account, any account you have with us is an authorized account to the extent that payment of the payment order is not inconsistent with the use of the account.

Acceptance of your payment order - We are not obligated to accept any payment order that you give us, although we normally will accept your payment order if you have a withdrawable credit in an authorized account sufficient to cover the order. If we do not execute your payment order, but give you notice of our rejection of your payment order after the execution date or give you no notice, we are not liable to pay you as restitution any interest on a withdrawable credit in a non-interest-bearing account.

Cutoff time - If we do not receive your payment order or communication canceling or amending a payment order before our cutoff time on a funds transfer day for that type of order or communication, the order or communication will be deemed to be received at the opening of our next funds transfer business day.

Payment of your order - If we accept a payment order you give us, we may receive payment by automatically deducting from any authorized account the amount of the payment order plus the amount of any expenses and charges for our services in execution of your payment order. We are entitled to payment on the payment or execution date. Unless your payment order specifies otherwise, the payment or execution date is the funds transfer date we receive the payment order. The funds transfer is completed upon acceptance by the beneficiary's bank. Your obligation to pay your payment order is excused if the funds transfer is not completed, but you are still responsible to pay us any expenses and charges for our services. However, if you told us to route the funds transfer through an intermediate bank, and we are unable to obtain a refund because the intermediate bank that you designated has suspended payments, then you are still obligated to pay us for the payment order. You will not be entitled to interest on any refund you receive because the beneficiary's bank does not accept the payment order.

Security procedure - The authenticity of a payment order or communication canceling or amending a payment order issued in your name as sender may be verified by a security procedure. You affirm that you have no circumstances which are relevant to our determination of a commercially reasonable security procedure unless those circumstances are expressly contained in a separate writing signed by us. You may develop your own security procedures. However, we are not required to follow any instructions or security procedures that violate our policies, procedures, or regulations, or that we have not agreed to in writing. In this regard, you agree that we are not bound by any instruction or notice given by you until we have notified you in writing that we have received and accepted it. You may choose from one or more security procedures that we have developed. If you refuse a commercially reasonable security procedure that we have offered you, you agree that you will be bound by any payment order issued in your name, whether or not authorized, that we accept in good faith and in compliance with our security procedures.

Duty to report unauthorized or erroneous payment - You must exercise ordinary care to determine that all payment orders or amendments to payment orders that we accept that are issued in your name are authorized, enforceable, in the correct amount, to the correct beneficiary, and not otherwise erroneous. If you discover (or with reasonable care should have discovered) an unauthorized, unenforceable, or erroneously executed payment order or amendment, you must exercise ordinary care to notify us of the relevant facts. The time you have to notify us will depend on the circumstances, but that time will not in any circumstance exceed 14 days from when you are notified of our acceptance or execution of the payment order or amendment or that your account was debited with respect to the order or amendment. If you do not provide us with timely notice you will not be entitled to interest on any refundable amount. If we can prove that you failed to perform either of these duties with respect to an erroneous payment and that we incurred a loss as a result of the failure, you are liable to us for the amount of the loss not exceeding the amount of your order.

Identifying number - If your payment order identifies an intermediate bank, beneficiary bank, or beneficiary by name and number, we and every receiving or beneficiary bank may rely upon the identifying number rather than the name to make payment, even if the number identifies an intermediate bank or person different than the bank or beneficiary identified by name. Neither we nor any receiving or beneficiary bank have any responsibility to determine whether the name and identifying number refer to the same financial institution or person.

Record of oral or telephone orders - You agree that we may, if we choose, record any oral or telephone payment order or communication of amendment or cancellation.

Notice of credit - If we receive a payment order to credit an account you have with us, we are not required to provide you with any notice of the payment order or the credit.

Provisional credit - You agree to be bound by the National Automated Clearing House Association operating rules that provide that payments made to you or originated by you by funds transfer through the Automated Clearing House system are provisional until final settlement is made through a Federal Reserve Bank or otherwise payment is made as provided in Article 4A-403(a) of the Uniform Commercial Code.

Refund of credit - You agree that if we do not receive payment of an amount credited to your account, we are entitled to a refund from you in the amount credited and the party originating such payment will not be considered to have paid the amount so credited.

Amendment of funds transfer agreement - From time to time we may amend any term of this agreement by giving you reasonable notice in writing. We may give notice to anyone who is authorized to send payment orders to us in your name, or to anyone who is authorized to accept service.

Cancellation or amendment of payment order - You may cancel or amend a payment order you give us only if we receive the communication of cancellation or amendment before our cutoff time and in time to have a reasonable opportunity to act on it before we accept the payment order. The communication of cancellation or amendment must be presented in conformity with the same security procedure that has been agreed to for payment orders.

Intermediaries - We are not liable for the actions of any intermediary, regardless of whether or not we selected the intermediary. We are not responsible for acts of God, outside agencies, or nonsalaried agents.

Limit on liability - You waive any claim you may have against us for consequential or special damages, including loss of profit arising out of a payment order or funds transfer, unless this waiver is prohibited by law. We are not responsible for attorney fees you might incur due to erroneous execution of payment order.

Erroneous execution - If we receive an order to pay you, and we erroneously pay you more than the amount of the payment order, we are entitled to recover from you the amount in excess of the amount of the payment order, regardless of whether you may have some claim to the excess amount against the originator of the order.

Objection to payment - If we give you a notice that reasonably identifies a payment order issued in your name as sender that we have accepted and received payment for, you cannot claim that we are not entitled to retain the payment unless you notify us of your objection to the payment within 60 days of our notice to you.

POWER OF ATTORNEY - You may wish to appoint an agent to conduct transactions on your behalf. (We, however, have no duty or agreement whatsoever to monitor or insure that the acts of the agent are for your benefit.) This may be done by allowing your agent to sign in that capacity on the signature card or by separate form, such as a power of attorney. A power of attorney continues until your death or the death of the person given the power. If the power of attorney is not "durable," it is revoked when you become incompetent. We may continue to honor the transactions of the agent until: (a) we have received written notice or have actual knowledge of the termination of the authority or the death of an owner, and (b) we have had a reasonable opportunity to act on that notice or knowledge. You agree not to hold us responsible for any loss or damage you may incur as a result of our following instructions given by an agent acting under a valid power of attorney.

STALE-DATED CHECKS - We are not obligated to, but may at our option, pay a check, other than a certified check, presented for payment more than six months after its date. If you do not want us to pay a stale-dated check, you must place a stop-payment order on the check in the manner we have described elsewhere.

UNCLAIMED PROPERTY - The law establishes procedures under which unclaimed property must be surrendered to the state. (We may have our own rules regarding dormant accounts, and if we charge a fee for dormant accounts it will be disclosed to you elsewhere.) Generally, the funds in your account are considered unclaimed if you have not had any activity or communication with us regarding your account over a period of years. Ask us if you want further information about the period of time or type of activity that will prevent your account from being unclaimed. If your funds are surrendered to the state, you may be able to reclaim them, but your claim must be presented to the state. Once your funds are surrendered, we no longer have any liability or responsibility with respect to the funds.

CASH TRANSACTION REPORTING - To help law enforcement agencies detect illegal activities, the law requires all financial institutions to gather and report information on some types of cash transactions. If the information we need to complete the report is not provided, we are required to refuse to handle the transaction. If you have any questions regarding these rules, please contact your local Internal Revenue Service office.

BACKUP WITHHOLDING/TIN CERTIFICATION - Federal tax law requires us to report interest payments we make to you of \$10 or more in a year, and to include your taxpayer identification number (TIN) on the report (the taxpayer identification number may be your social security number if you are an individual). Interest includes dividends, interest and bonus payments for purposes of this rule. Therefore, we require you to provide us with your TIN and to certify that it is correct. In some circumstances, federal law requires us to withhold and pay to the IRS a percentage of the interest that is earned on funds in your accounts. This is known as backup withholding. We will not have to withhold interest payments when you open your account if you certify your TIN and certify that you are not subject to backup withholding due to underreporting of interest. (There are special rules if you do not have a TIN but have applied for one, if you are a foreign person or entity, or if you are exempt from the reporting requirements.) We may subsequently be required to begin backup withholding if the IRS informs us that you supplied an incorrect TIN or that you underreported your interest income.

LOST, DESTROYED, OR STOLEN CERTIFIED, CASHIER'S OR TELLER'S CHECKS - Under some circumstances you may be able to assert a claim for the amount of a lost, destroyed, or stolen certified, cashier's or teller's check. To assert the claim: (a) you must be the remitter (or drawer of a certified check) or payee of the check, (b) we must receive notice from you describing the check with reasonable certainty and asking for payment of the amount of the check, (c) we must receive the notice in time for us to have a reasonable opportunity to act on it, and (d) you must give us a declaration (in a form we require) of your loss with respect to the check. You can ask us for a declaration form. Even if all of these conditions are met, your claim may not be immediately enforceable. We may pay the check until the ninetieth (90th) day after the date of the check (or date of acceptance of a certified check). Therefore, your claim is not enforceable until the ninetieth (90th) day after the date of the check or date of acceptance, and the conditions listed above have been met. If we have not already paid the check, on the day your claim is enforceable we become obligated to pay you the amount of the check. We will pay you in cash or issue another certified check.

At our option, we may pay you the amount of the check before your claim becomes enforceable. However, we will require you to agree to indemnify us for any losses we might suffer. This means that if the check is presented after we pay your claim, and we pay the check, you are responsible to cover our losses. We may require you to provide a surety bond to assure that you can pay us if we suffer a loss.

CHANGING ACCOUNT PRODUCTS - We may change your account to another product offered by us at any time by giving you notice that your account will be changed to another product on a specified date. If your account is a time account, the change will not occur before the next maturity date of your account. If you do not close your account before the date specified in the notice, we may change your account to that other product on the date specified in the notice.

TRANSACTIONS BY MAIL - You may deposit checks or drafts by mail. You should indorse the item being sent through the mail with the words "For Deposit Only" and should include your correct account number underneath to ensure the item is credited to the correct account. You should use the pre-encoded deposit slips found in your checkbook. If you do not use your deposit slip or provide us with instructions indicating how or where the item should be credited, we may apply it to any account or any loan balance you have with us or we may return the item to you. Receipts for such transactions will be mailed to you only if a self-addressed stamped envelope is provided. Following your deposit, examine your statement carefully or call us to ensure that we received the item. Do not send cash through the mail for deposit.

NOW ACCOUNT ORGANIZATION - We have organized your NOW account in a nontraditional way. Your NOW account consists of two subaccounts. One of these is a transaction subaccount (e.g., a checking subaccount). You will transact business on this subaccount. The other is a nontraditional transaction subaccount (e.g., a savings subaccount). You cannot directly access the nontraditional transaction subaccount, but you agree that we may automatically, and without a specific request from you, initiate individual transfers of funds between subaccounts from time to time at no cost to you. This account organization will not change the amount of federal deposit insurance available to you, your available balance, the information on your periodic statements, or the interest calculation, if this is an interest-bearing account. You will not see any difference between the way your NOW account operates and the way a traditionally organized NOW account operates, but this organization makes us more efficient.

INTERNATIONAL ACH AND WIRE TRANSACTIONS - Financial institutions are required by law to scrutinize or verify any international ACH transaction (IAT) and wire transfers against the Specially Designated Nationals (SDN) list of the Office of Foreign Assets Control (OFAC). For international ACH transactions (IAT) and wire transfer transactions, we may, from time to time, temporarily suspend processing of an IAT or wire transfer which may potentially affect the settlement and/or availability of such payments.

ACH AND WIRE TRANSFERS - This agreement is subject to Article 4A of the Uniform Commercial Code - Fund Transfers as adopted in the state in which you have your account with us. If you originate a fund transfer and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by National Automated Clearing House Association rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. Credit entries may be made by ACH. If we receive a payment order to credit an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

YOUR ABILITY TO WITHDRAW FUNDS

This policy statement applies to "transaction" accounts, but not to savings deposits. Transaction accounts, in general, are accounts which permit an unlimited number of payments to third persons and an unlimited number of telephone and preauthorized transfers to other accounts of yours with us. Checking accounts are the most common transaction accounts. Savings accounts and money market deposit accounts are examples of savings deposits. Feel free to ask us whether any of your other accounts might also be under this policy.

Our policy is to make funds from your cash and check deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once the funds are available, you can withdraw them in cash and we will use the funds to pay checks that you have written.

Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before closing on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after closing or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

If you make a deposit at an ATM before 8:00 P.M. on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit at an ATM after 8:00 P.M. or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

LONGER DELAYS MAY APPLY

Case-by-case delays. In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$225 of your deposits, however, will be available on the first business day.

If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit.

If you will need the funds from a deposit right away, you should ask us when the funds will be available.

Safeguard exceptions. In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

We believe a check you deposit will not be paid.

You deposit checks totaling more than \$5,525 on any one day.

You redeposit a check that has been returned unpaid.

You have overdrawn your account repeatedly in the last six months.

There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit.

SPECIAL RULES FOR NEW ACCOUNTS

If you are a new customer, the following special rules will apply during the first 30 days your account is open.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,525 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,525 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,525 will not be available until the second business day after the day of your deposit.

Funds from all other check deposits will be available on the eleventh business day after the day of your deposit.

SUBSTITUTE CHECKS AND YOUR RIGHTS

As our customer we think it's important for you to know about substitute checks. The following Substitute Check Disclosure provides information about substitute checks and your rights. So you will recognize substitute checks when you receive them, we have included a copy of the front side of a substitute check along with an explanation of the substitute check's components.

What is a substitute check?

To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

What are my rights regarding substitute checks?

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

How do I make a claim for a refund?

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at:

First Financial Bank, N.A.
400 Pine St., P.O. Box 701
Abilene, TX 79604
(325) 627-7200

You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include —

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check or the following information to help us identify the substitute check: the check number, the amount of the check, the date of the check, and the name of the person to whom you wrote the check.

SUBSTITUTE CHECK IMAGE

Below is an image of a sample substitute check. The numbers listed below the image correspond with the numbers on or near the substitute check image and the corresponding text explains the various components of a substitute check.

③ *051000033*
10/28/2020
3112003355102116

⑤ This is a LEGAL COPY of your check. You can use it the same way you would use the original check.

[121000374] 10/28/2020
0025671467874451

① Pat Payor
101 Your Street
Your City, USA 10101

68-4567/123

4321

DATE Oct 28, 2020

PAY TO THE ORDER OF ABC Company \$ 147.50

one hundred forty-seven and $\frac{50}{100}$ DOLLARS

Your Financial Institution
Your City, USA 10101

Memo School supplies Pat Payor MP

④

②

⑥

These numbers correspond with the numbers on the Substitute Check Image:

- 1 An image of the original check appears in the upper right-hand corner of the substitute check.
- 2 A substitute check is the same size as a standard business check.

- 3 The information in asterisks relates to the “reconverting bank”—the financial institution that created the substitute check.
- 4 The information in brackets (appears sideways facing check image) relates to the “truncating bank”—the financial institution that took the original check out of the check processing system.
- 5 The Legal Legend states: *This is a LEGAL COPY of your check. You can use it the same way you would use the original check.*
- 6 The MICR lines at the bottom of the image of the original and at the bottom of the substitute check are the same except for the “4” at the beginning of the MICR line on the substitute check, which indicates that it is a substitute check being moved forward for collection purposes. It is also possible for the MICR line on the substitute check to begin with a “5” if the item is being returned. The rest of the MICR line is the same as the original check to ensure that it is processed as though it were the original.

ARBITRATION AND CLASS ACTION WAIVER

(“Arbitration Agreement”)

ARBITRATION - PLEASE READ THIS ARBITRATION AGREEMENT CAREFULLY. IT AFFECTS YOUR RIGHTS AND WILL HAVE A SUBSTANTIAL IMPACT ON HOW LEGAL CLAIMS YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED.

YOU AND WE EACH AGREE TO RESOLVE DISPUTES THROUGH BINDING ARBITRATION OR SMALL CLAIMS COURT INSTEAD OF IN COURTS OF GENERAL JURISDICTION. ANY ARBITRATION UNDER THIS PROVISION WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS, CLASS ACTIONS, PRIVATE ATTORNEY GENERAL ACTIONS, AND NON-INDIVIDUALIZED INJUNCTIVE RELIEF ARE NOT PERMITTED. BY AGREEING TO ARBITRATE, BOTH PARTIES ARE WAIVING THE RIGHT TO A TRIAL BY JURY OR BEFORE A JUDGE.

How to Resolve A Formal Dispute

You and the Bank agree that we shall attempt to informally settle any and all disputes. If that cannot be done, then you agree that any and all disputes that are threatened, made, filed or initiated after the effective date of your account Agreement (“Effective Date”) even if the dispute arises out of, affects or relates to conduct that occurred prior to the Effective Date, shall, at the election of either you or us, be resolved by binding arbitration administered by the American Arbitration Association (“AAA”) in accordance with its applicable rules and procedures for disputes (“Rules”), whether such disputes are in contract, tort, statute, or otherwise. You and the Bank each agree to waive the right to a jury trial or a trial before a judge in a public court. The only exception to this are claims that may be filed in small claims court. If any unresolved dispute is within the jurisdiction of small claims court, the claim should be filed there. Nothing contained in this Arbitration Agreement shall prevent either you or the Bank from applying to any court of competent jurisdiction for emergency provisional relief, such as a temporary restraining order, a temporary protective order, an attachment or any other pre-judgment remedies.

Disputes Subject to Arbitration

A “dispute” is an unresolved disagreement between you and us, including our agents, related to your account, including but not limited to any transactions, any related product or service, this agreement, any prior deposit account agreement with us, any disclosures or advertising regarding your account, and your relationship with us, regardless of the legal theory the disputes are based on or whether they arose in the past, may currently exist, or arise in the future. It includes any dispute relating to your use of any of our locations or facilities or any means you may use to access your account, such as an ATM or online banking. A dispute also includes any disagreement about whether this Arbitration Agreement is enforceable or valid, the meaning of this Arbitration Agreement, and whether a disagreement is a “dispute” subject to binding arbitration as provided for hereunder. A “dispute” does not include the collection by us of a credit obligation and this Arbitration Agreement does not limit our rights to exercise self-help remedies, including setoff or other offset, account holds or freezes or repossession, or obtain provisional or ancillary remedies such as injunctions, attachment, garnishment or court appointment of a receiver by a court having jurisdiction.

The arbitration will be conducted as an individual action between you and us. Neither you nor we are permitted to join or consolidate disputes by or against others as a representative or member of a class, to act in any arbitration in the interests of the general public, or to act as a private attorney general. The arbitrator of the dispute only has authority to proceed with an arbitration that is conducted as an individual action. Even if a class action lawsuit or other representative action is filed, any dispute between you and us related to this agreement raised by such an action will be subject to individual arbitration between you and us.

Jurisdiction and Venue

The party that files for arbitration must file the complaint with the American Arbitration Association (“AAA”) to arbitrate the dispute. If the AAA is unavailable to arbitrate a particular dispute, then the party may file the dispute with another arbitration administrator. The selected arbitration administrator will apply this Arbitration Agreement and its own code or procedures in effect at the time the dispute is filed. To the extent the administrator’s code or procedures vary from this Arbitration Agreement, this Arbitration Agreement will control. The arbitration will be conducted before a single arbitrator with expertise in the substantive laws that apply to the subject matter of the dispute. The arbitrator will apply applicable law, including but not limited to the Uniform Commercial Code adopted under the applicable law, consistent with the Federal Arbitration Act (Title 9 of the United States Code) (“FAA”). You and we each agree that you are participating in transactions involving interstate commerce and that each arbitration is governed by the FAA. All statutes of limitations that exist in applicable law apply to any arbitration between you and us. The arbitrator has the power to award to a party any damages or other relief provided for under applicable law. The arbitrator’s authority is limited solely to the dispute between you and us alone. The arbitration shall be conducted within 50 miles of your residence at the time the arbitration is commenced, but in no event shall it be conducted outside the State of Texas. In the event you reside outside of the State of Texas at the time the arbitration is commenced, arbitration shall be conducted within 50 miles of the Bank’s headquarters at the time of arbitration. Any claims and defenses that can be asserted in court can be asserted in the arbitration.

With respect to all claims and disputes that are not submitted to arbitration pursuant to this Arbitration Agreement, you hereby waive the right to a trial by jury to the extent permitted by applicable law and consent to service of process, personal jurisdiction and venue exclusively in the courts of the State of Texas.

Costs of Arbitration

We will reimburse you, upon written request, for the initial arbitration filing fee up to \$500. If there is a hearing, we will pay up to two days of arbitrator fees no matter which party files for arbitration. All other fees will be allocated in keeping with the rules of the arbitration administrator unless those rules are inconsistent with applicable law. If applicable law limits the amount of fees and expenses (including attorneys’ fees) to be paid by you, then your portion of the expenses will not exceed that limit and we will pay any excess fees and expenses. However, you will be responsible for your own attorneys’ fees, unless you prevail on your claims in the arbitration, in which case, we will pay your attorneys’ fees. Conversely, if the bank prevails, then you will not be required to pay its attorneys’ fees and costs.

Any decision rendered in arbitration proceedings under this Arbitration Agreement will be final and binding on the parties, and judgment may be entered in a court of competent jurisdiction. The arbitrator’s decisions will not be appealable except as authorized under the FAA or if the arbitrator makes an error of law. Rules and forms may be obtained from, and disputes may be filed with AAA at 13727 Noel Road, Suite 700, Dallas, Texas 75240, or online at www.adr.org.

Survival

This Arbitration Agreement shall survive termination, amendment or expiration of your account or this agreement. This Arbitration Agreement constitutes the entire agreement between you and us and supersedes all prior arrangements and other communications concerning dispute resolution. If we assign your account to any unaffiliated third party, this Arbitration Agreement provision will apply to any dispute: (i) between you and that third party if you or that third party chooses arbitration; (ii) between you and us which occurred prior to such assignment; or (iii) that arises from such assignment.

CLASS ACTION WAIVER

YOU UNDERSTAND AND AGREE THAT YOU ARE WAIVING THE RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS PARTICIPANT IN A CLASS ACTION LAWSUIT. CLASS ARBITRATIONS, CLASS ACTIONS, PRIVATE ATTORNEY GENERAL ACTIONS, AND NON-INDIVIDUALIZED INJUNCTIVE RELIEF ARE NOT PERMITTED.

Severability

If any provision in this Arbitration Agreement, other than the Class Action Waiver, is found to be unenforceable, the remaining provisions shall remain fully enforceable.

If you have questions about AAA procedures, please check AAA’s website, www.adr.org, OR call AAA at (800) 778-7879.

**FIRST
FINANCIAL
BANK**
MEMBER FDIC
P.O. BOX 701 | Abilene, TX 79604

01/01/2023