

FORT KNOX® SAVINGS ACCOUNT

www.FortKnox.Bank
888-913-8888

Deposit Agreement Terms & Conditions of Your Account

NOTICE OF SETTLEMENT CONFERENCE, MEDIATION, ARBITRATION, WAIVER OF JURY TRIAL, AND WAIVER OF CLASS ACTION: THIS AGREEMENT CONTAINS PROVISIONS FOR SETTLEMENT CONFERENCE, MEDIATION, ARBITRATION, WAIVER OF JURY TRIAL, AND WAIVER OF CLASS ACTION (SEE SECTION 2 BELOW). BY OPENING YOUR ACCOUNT OR OTHERWISE CONTINUING TO USE YOUR ACCOUNT FOLLOWING RECEIPT OF THESE TERMS AND CONDITIONS, YOU AGREE TO SUCH TERMS. FOR CLAIMS SUBJECT TO BINDING ARBITRATION, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO PURSUE SUCH CLAIMS IN COURT OR HAVE A JURY DECIDE SUCH CLAIMS. ADDITIONALLY, YOU WILL NOT HAVE THE RIGHT TO BRING OR OTHERWISE PARTICIPATE IN ANY CLASS ACTION OR SIMILAR PROCEEDING EITHER IN COURT OR IN ARBITRATION.

TABLE OF CONTENTS

1	Agreement; General	3
2	Alternative Dispute Resolution (ADR) Provisions, Settlement Conference	3
3	Customer Identification	5
4	Liability; Conflicting Demands and Suspicious Transactions	6
5	Deposits	7
6	Withdrawals	8
7	Other Issues with Withdrawals, Overdrafts and Insufficient Funds; Payment Order of Transactions Being Presented	10
8	Ownership of Account and Beneficiary Designation	10
9	Business, Organization, and Association Accounts; Authorized Representatives	10
10	Fiduciary Accounts	10
11	Notices – From Us to You	10
12	Statements; Duty to Review and Promptly Report	11
13	Assignment	12
14	Setoff; Security Interest; Subordination of POD Beneficiary Interest	12
15	Power of Attorney	13
16	Abandoned, Inactive, or Dormant Accounts; Escheatment	14
17	Death or Incompetence	14
18	Transaction Instructions; Restrictions; Breaches of Your Security	14
19	Stop Payments	14
20	Lost, Destroyed, or Stolen Certified, Cashier's or Teller's Checks	15
21	Backup Withholding/Taxpayer Identification Number and Certification	15
22	Verification; Notice of Negative Information; Notification Requirement of Any Possible Inaccurate Credit Reporting	15
23	Changing Account Products	16
24	Legal Actions Affecting Your Account	16
25	Duty of Care	16
26	Check Cashing	16
27	Security	16
28	Remotely Created Checks	16
29	Monitoring and Recording Telephone Calls; Consent to Receive Electronic Communications	17
30	Unlawful, Illegal, or High-Risk Transactions	17
31	Indemnification	18
32	Limitation of Liability and/or Waiver of Right to Proceed against us for any Special, Indirect, Consequential, or Punitive Damages	18
33	Collection Costs	18
34	ACH Transactions; International ACH Transactions	18
35	Force Majeure	18
36	Governing Law	18
37	Service Charges; Other Charges	18
38	Funds Availability Policy Disclosure	19
39	Comparative Negligence Under the UCC. Employers Responsibility for Fraudulent Indorsements or Transactions by Employees	20
40	Severability	21
41	Systems and Software; Fraud and Loss Prevention; Legal Compliance and Regulations of Rights; Property, Branch and ATM code of conduct	21

42	Our Commitment to Security	22
43	Additional Terms for Deposit Accounts	22
44	Digital Deposits	23
45	Electronic Banking Services	24
46	Important Information about Cash Reporting Requirements Under the Bank Secrecy Act	24
47	Confidentiality Statement	24
48	Wire Transfer Agreement (Personal Accounts and Business Accounts)	25
49	Additional Provisions Regarding Review of Account Statements and Reporting any Errors or Irregularities of Any Kind	32
50	Mobile Banking Services (Mobile App)	33
51	Tips for Trying to Prevent Unauthorized Transactions, Disbursement and/or Bank Fraud and Your Duties to Help Prevent Bank Fraud	33

WELCOME TO FORT KNOX.BANK

Fort Knox₂Bank, a division of Austin Capital Bank, greatly appreciates your business. We look forward to doing business with you whether it is your first Fort Knox[®] Account (defined below) with us or if you already have accounts, loans, certificates of deposit or other financial products with Austin Capital Bank. This document is our contract with you for your Account and it states the terms and conditions that will govern your Account.

SPECIAL FEATURES: Your Account is not a standard savings account. Please read this Agreement carefully and make sure you are familiar with how your Account works. See our Product Feature page in the Fort Knox Support Center at FortKnox.Bank for additional information. Fort Knox₂Bank is a high-security banking platform designed for individuals who prioritize the protection of their funds above rapid or low-friction access and funds transfers. While many banks strive to balance security with convenience, Fort Knox.Bank takes a more rigorous approach, where the security of your funds and information is always the top priority. As such, Funds Transfers, Funds Availability, Security Protocols, and Deposit and Withdrawal rights are more restricted than a standard savings account. Essential Information can be found in the terms below. Additional information may be obtained at www.FortKnox.Bank or by calling 1-888-913-8888.

1. Agreement; General. These terms and conditions of your Fort Knox[®] High-Security Savings Account (Account), any Account agreement, signature card, or other acknowledgments or documents you sign, and any disclosure statements that we provide you concerning fees related to your Account and related services, and any disclosure statements or other agreements that we provide concerning services related to your Account, constitutes your Account agreement (the Agreement). The words “we,” “us” and “our” mean Austin Capital Bank, operating as FortKnox.Bank, and its subsidiaries and affiliates. The words “you” and “your” mean the Account holder(s) or an Account holder’s authorized representative. 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.

IMPORTANT: Read this Agreement and all other applicable documents governing your Account and save them for future reference. You can obtain additional copies of this Agreement or any subsequent version at any branch location, at www.FortKnox.Bank or by calling 1-888-913-8888. A list of branch locations can be found at www.AustinCapitalBank.com.

Relationships. Our role will be defined by this Agreement, unless otherwise expressly agreed in writing, and our relationship with you will be that of debtor and creditor. No fiduciary, quasi-fiduciary or any other special relationship exists between you and us. Any internal policies or procedures that we may maintain in excess of reasonable commercial standards and general banking usage are solely for our own benefit and shall not impose a higher standard of care than otherwise would apply in their absence. There are no third-party beneficiaries to this agreement. Except where prohibited by law, we reserve the right to refuse to open (or to close) an Account for any reason. We also reserve the right to close an Account for any reason at any time, except as prohibited by law.

Conflicts. To the extent any disclosure statements or other agreements we have concerning services related to your Account conflict with these terms and conditions, the provisions in these terms and conditions will control, except that disclosure statements and agreements with specific terms relating to specific products and services will control those specific products and services. Despite the foregoing, the provisions of these terms and conditions regarding alternative dispute resolution, settlement conference, mediation, arbitration, waiver of jury trial, and waiver of class action shall control over any conflicting language in any disclosure statement or other agreement we have concerning your Account or your relationship with us. This Agreement defines your relationship with us and your responsibilities concerning your Account. This Agreement covers any and all Fort Knox Accounts you have or ever had with us from time to time. By opening your Account, signing the Account opening documentation, conducting any transactions involving your Account or by maintaining your Account after this Agreement is made available to you, you agree to the terms of this Agreement. This Agreement also includes any new or amended provisions and disclosures we may provide to you in the future concerning your Account.

Changes. We may add, amend or delete provisions in this Agreement from time to time. We will send you notice of changes in accordance with applicable law. The most current version of this Agreement will supersede all prior versions, and you will be deemed to have accepted and agreed to all of the terms in the new Agreement if you continue to use your Account or keep it open after the effective date of such new version of the Agreement. You agree that we can provide subsequent versions of these terms and conditions and other disclosures to you by placing same on our website, making them available to you in our digital banking apps, or by making copies available in our branches upon request, and you agree that you will be bound by such subsequent versions. It is your duty to review subsequent versions. This Agreement cannot be changed or modified orally. This Agreement may contain provisions on specific products that we may not currently offer but may offer in the future.

2. Alternative Dispute Resolution (ADR) Provisions, Settlement Conference. While we would prefer to resolve all possible disputes between us through our regular customer service channels, there may come a time when you have a dispute with us. You agree to try to resolve any possible dispute you have with us in Travis County, Texas, prior to initiating arbitration or prior to filing any litigation by agreeing to attend an in-person settlement conference, and if that does not resolve the dispute, to non-binding mediation. Such a settlement conference generally contemplates an in-person meeting where both sides try to meet to resolve the applicable issues and exchange documents and information in an effort to try to resolve the dispute. We want to learn the reasons and underlying facts regarding the dispute prior to incurring fees and costs in an arbitration or litigation proceeding. If you do not go to an in-person meeting, you agree you will not seek to recover future attorneys’ fees and costs from us. Such a meeting contemplates that both parties will act in good faith and negotiations shall remain confidential and all costs and expenses associated with the settlement conference shall be paid by the party incurring such costs or expenses.

Mediation. If the parties are unable to reach a resolution at a settlement conference, before you file a claim in an arbitration process or before you file a lawsuit, you also agree to make a second effort to try to resolve the dispute by attending a non-binding mediation in Travis County,

Texas. Either you or we may request a mediation upon written notice to the other party, and the parties agree to work together to schedule a mediation with a neutral mediator within forty-five (45) days of such a request being given. We generally agree that you may select a mediator of your choice, but the mediator must be qualified to serve as a mediator and not be biased. The mediation shall occur in the federal judicial district where we maintain your Account. Both sides will each equally pay one-half (1/2) of the mediation costs to the mediator. Each side will pay for their own attorney's fees, costs, and expenses. If you do not attend this mediation, you agree you will have waived any claim to seek recovery of attorneys' fees and costs from us.

Binding Arbitration. If a settlement conference or mediation is unsuccessful, you agree that any dispute, claim, or controversy of any kind between you and us (whether arising out of or relating to this Agreement, or your Account, or any transactions involving your Account, or any service or product related to your Account or the business dealings between you and us) either you or we can choose to have that dispute resolved by binding arbitration in Travis County, Texas. This arbitration provision limits your ability to litigate claims in court and waives your right to a jury trial. You should review this section carefully. You will not have the right to participate in a class action lawsuit, either as a class representative or member of any class of claimants for any claim you may believe you have against us. Arbitration is a proceeding in which disputes are decided by one or more neutral arbitrators who issue a binding ruling in the form of an award. That award can then become a judgment entered by a court of competent jurisdiction. You and we understand that discovery and other procedures in arbitration may be more limited than discovery in court proceedings and that the ability to modify, vacate, or appeal an award by an arbitrator(s) is strictly limited.

You and we agree, upon written demand made by you or us, to submit to binding arbitration all disputes, controversies, and claims, whether based on contract, fraud, tort, intentional tort, statute, regulation, constitution, common law, equity, or any other legal basis or theory, and whether pre-existing, present, or future, that arise out of or relate to: (a) this Agreement, your Account, any transaction involving your Account, any service or product related to your Account, or any advertisements, promotions, representations or oral or written statements related to this Agreement or your Account; (b) the relationships that result from this Agreement (including, to the fullest extent permitted by applicable law, relationships with third parties who are not parties to this Agreement or this arbitration provision); (c) your relationship with us that relates to this Agreement or any other agreement or relationship or dealings that you have with us that is not also subject to a different agreement to arbitrate; (d) the dealings between the parties; or (e) the validity, interpretation, scope or enforceability of this Agreement or the interpretation or scope of the Arbitration Clause (collectively, a "Claim"). All parties retain the right to seek relief in a small claims court for disputes or claims within the jurisdictional limits of the small claims court. At the option of the first to commence arbitration, you or we may choose to have the arbitration conducted by JAMS ADR (JAMS) or the American Arbitration Association (AAA), or you and we may agree upon a different arbitrator. In any event any arbitration under this Agreement shall be conducted in writing in accordance with the AAA Rules (Rules). You agree that this arbitration provision is made pursuant to a transaction involving interstate commerce, and the Federal Arbitration Act (the FAA) shall apply to the construction, interpretation, and enforceability of this Agreement notwithstanding any other choice of law provision contained in this Agreement.

Either you or we may initiate arbitration by giving written notice of the intention to arbitrate to the other party and by filing notice with JAMS or the AAA in accordance with the Rules in effect at the time the notice is filed. The notice shall set forth the subject of the dispute and the relief requested at a minimum. The demand for arbitration may be made before or after commencement of any litigation. You should contact the AAA at 800-778-7879 or www.adr.org or JAMS at 800-352-5267 or www.jamsadr.com for more information about arbitration. If for any reason the AAA or JAMS is unable or unwilling to serve as arbitration administrator, or you and we are unable to agree on another arbitrator, we will substitute another national or regional arbitration organization. Demand for arbitration under this Agreement must be made before the date when any judicial action upon the same Claim would be barred under any applicable statute of limitations; otherwise, the Claim also is barred in arbitration. Any dispute as to whether any statute of limitations, estoppel, waiver, laches, or similar other doctrine bars the arbitration of any Claim shall be decided by arbitration in accordance with the provisions of this Agreement.

You cannot join together in a dispute with anyone other than persons who use your Account, although this limitation does not affect the ability of a purely governmental entity to institute any enforcement action. Even if other people have disputes similar to a dispute that you and we have, those people and their disputes cannot be part of any arbitration between you and us. A Claim by, or on behalf of, other persons will not be considered in, joined with, or consolidated with, the arbitration proceedings between you and us, and a Claim may not be arbitrated on a class action, private attorney general, shareholder derivative suit, or other representative basis. Notwithstanding anything to the contrary in this Agreement, any dispute regarding the prohibitions in this paragraph or about the enforceability of the arbitration clause shall be resolved by a court and not by the arbitrator(s). Where the aggregate of all Claims by both you and us does not exceed \$250,000, any expedited procedures provided in the Rules ("Expedited Procedures") shall apply and a single arbitrator shall decide the Claims. Where the aggregate of all Claims by both you and us exceeds \$250,000, a panel of three (3) arbitrators shall decide all Claims. Each arbitrator, whether or not acting under Expedited Procedures, shall be an active member in good standing of the bar for any state in the continental United States and shall be either: (a) actively engaged in the practice of law for at least 5 years; or (b) a retired judge. You and we agree that the arbitrator(s): (a) shall limit discovery to non-privileged matters directly relevant to the arbitrated Claim; (b) shall grant only relief that is based upon and consistent with substantial evidence and applicable substantive law; (c) shall have authority to grant relief only with respect to Claims asserted by or against you individually; and (d) shall provide a brief written explanation of the basis for the award upon the request of either party, and shall make specific findings of fact and conclusions of law to support any arbitration award that exceeds \$25,000.

Upon written request by you, for claims up to \$50,000, we will pay to the AAA or JAMS the portion of the arbitration filing fee that exceeds the cost of filing a lawsuit in the federal court where you live. Upon written request by you, we may elect, at our sole discretion, to pay or advance some or all of any remaining arbitration fees and other costs. The arbitrator will decide whether we or you ultimately will be responsible for paying any filing, administrative or other fees in connection with the arbitration. If you are the prevailing party in the arbitration, the arbitrator(s) may order us to pay your reasonable and necessary attorney, expert or witness fees (provided you did not waive this right and provided you attended the initial settlement conference and mediation). Any arbitration proceedings shall be conducted in the federal judicial district where we maintain your Account. If we prevail, the arbitrator will order you to pay our reasonable and necessary attorney, expert or witness fees. Judgment upon any award rendered in arbitration may be entered in any court having jurisdiction.

Waiver of Jury Trial; Venue. THIS PROVISION LIMITS YOUR RIGHTS TO A JURY TRIAL. YOU SHOULD REVIEW THIS SECTION CAREFULLY. IF: (A) NEITHER YOU NOR WE SEEK TO COMPEL ARBITRATION OF ANY DISPUTE WE HAVE RELATED THIS AGREEMENT, YOUR ACCOUNT, OR ANY TRANSACTIONS INVOLVING YOUR ACCOUNT; OR (B) SOME OR ALL OF THE ARBITRATION CLAUSE IS UNENFORCEABLE AND WE ARE IN A DISPUTE IN A COURT OF LAW, THEN EACH OF US AGREES TO WAIVE ANY RIGHT WE MAY HAVE TO A JURY TRIAL TO THE EXTENT ALLOWABLE UNDER THE LAWS OF THE STATE THAT GOVERN THIS AGREEMENT. IN OTHER WORDS, YOU HEREBY AGREE NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVE ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS ACCOUNT OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY YOU, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE. WE ARE HEREBY AUTHORIZED TO FILE A COPY OF THIS PARAGRAPH IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER BY YOU. IF LITIGATION COMMENCES, YOU MUST FILE A LAWSUIT IN TRAVIS COUNTY, TEXAS.

Class Action Waiver. TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU HEREBY AGREE THAT ANY CLAIM, LITIGATION OR ARBITRATION ARISING OUT OF ISSUES RELATING TO YOUR ACCOUNT OR ANY OTHER DISPUTE OR CONTROVERSY BETWEEN YOU AND US REGARDING YOUR ACCOUNT WILL NOT PROCEED AS PART OF A CLASS ACTION AND YOU AND WE HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVE ANY RIGHT TO PROCEED IN ANY CLASS ACTION OR SERVE AS A CLASS REPRESENTATIVE.

Attorneys' Fees and Other Legal Fees. In any action between you and us regardless of whether it is proceeding in court or in arbitration, the prevailing party shall recover their attorneys' fees, costs and expenses (provided you did not waive this right and provided you attended the initial settlement conference and mediation).

Agreed Statute of Limitation. Except as otherwise prohibited under applicable law, you agree to bring a Claim against us regarding your Account within the lesser of two (2) years of when a potential cause of action accrues or the minimal amount as allowed in your state if your state limits shortening a statute of limitations in a contract. This provision is intended to contractually limit a possible longer statute of limitation that may apply on a claim you may have against us.

Amendments and Termination. We may change any term of this Agreement. Rules governing changes in interest rates are provided in a separate disclosure. For other changes, we agree to provide you notice of any amendment (except an amendment benefitting you) at least thirty (30) days, or a longer period if required by law, before that amendment becomes effective by delivering you notice as required by law, which may include mailing you notice of the amendment to the last address shown on our records, by delivering the notice electronically, including via email, by making the notice available with the periodic statement of your Account (as applicable), by posting notice of the amendment in a branch or other offices, and/or by posting notice of the amendment on www.FortKnox.Bank (or any subsequent official website) or on our mobile banking platform (if applicable) or app (if applicable). You agree that it is your responsibility to review the Website periodically for any amendments or a subsequent version. We may, but may not be required to, give you notice if the amendment will be to your benefit. By continuing to maintain your Account, conducting a transaction or obtaining services or products relating to this Agreement or your Account after the amendment becomes effective, you agree to the amendment or subsequent version of this Agreement. No amendment of this Agreement is enforceable against us unless it is agreed to in writing by an authorized Austin Capital Bank officer. No practice or course of dealing in connection with the Account which is at variance with this Agreement shall constitute a waiver, modification, or amendment of this Agreement.

We may also close this Account at any time for any reason. We do not have to give you any notice before we close your Account, unless required by law. Reasonable notice depends on the circumstances. In some cases, such as when we cannot verify your identity, we suspect fraud, we receive conflicting instructions from persons authorized to transact on the Account, or when we are otherwise compelled by law it might be reasonable for us to give you notice after your Account is closed or otherwise frozen. Termination of the Account, whether by us or by you, does not relieve you of any obligation you may then owe us. We may accept deposits to the Account after it has been closed in order to collect any deficit balance, and such acceptance will not constitute reinstatement of the Account. **Accounts will be automatically closed under the following conditions: (1) If the account is not successfully funded with the minimum required opening deposit within 30 days from account opening, the account will be automatically closed on DAY 31; (2) If the account balance is less than \$0.01 for 30 consecutive days, the account will be automatically closed on DAY 31.**

We may (but do not have to) mail you a check for the available balance in your Account or send you the funds via a wire transfer or other method, or you may pick up a check for the available balance at our office. Written notice that the Account has been closed and a check, if any, may be sent to any address shown on our records for you. Once we have closed your Account, you agree that we can:

- refuse to honor any items which are presented to us for payment after we have closed your Account;
- refuse to act as your agent to accept any automated deposit to your Account; or
- assess any service charge otherwise applicable against any remaining balance in your Account.

We are not responsible to you for any damages you may suffer as a result of your Account being closed. Any funds in excess of \$1.00 will be returned to you.

We reserve the right to refuse your request to close your Account, for various reasons, including, for example, if your Account is not in good standing. If you intend to close your Account, you should notify us. Simply reducing your Account balance to \$0.00 is insufficient notice and may result in additional fees charged to your Account. If you close your Account, you are responsible for transactions you initiated or authorized, including those that we receive after the Account is closed.

3. Customer Identification. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an Account. What this means for you: When

you open an Account, we will ask for your name, address, date of birth, and other information including your individual tax identification number or the tax identification number of the entity associated with the Account, that will allow us to identify you. We will also ask to see your government-issued photo identification or other identifying documents.

Owners. Accounts are designed for a single individual who may have beneficiaries. As the sole owner of the Account, you are the only individual authorized to manage the Account including, stopping payments, making deposits, making withdrawals, obtaining Account information, transferring funds, closing the Account, or assigning the Account. Beneficiaries designated on the Account have no authority to perform transactions or make changes to the Account during your lifetime.

Any withdrawal or transfer made by you will discharge our obligation to you for the amount withdrawn or transferred, regardless of the source or ownership of the funds in the Account. We are not obligated to honor requests to block withdrawals, transfers, or other Account activities by any person who obtains access to your Account because you have shared information or failed to safeguard your device, credentials, and/or account access. To prevent fraud, you must maintain the confidentiality and security of your Account information.

If you request changes to Account data, such as updating beneficiaries or other designations, we may require you to provide additional documentation or agreements before those changes become effective. You agree to indemnify and hold us harmless from any loss or damage resulting from changes or activities on the Account that arise from your actions, inactions, or disclosure of Account information.

4. Liability; Conflicting Demands and Suspicious Transactions. You agree to the terms of this Agreement. You authorize us to deduct applicable Account charges as described in this Agreement or in any applicable fee schedules or similar document, without notice to you, directly from the Account balance as accrued. You agree to pay any additional charges for services you request which are not covered by this Agreement.

If we are ever uncertain when faced with a possible claim or demand for funds in your Account, or if there is any controversy, dispute or uncertainty regarding the ownership of an Account or its funds, or if there are conflicting demands over its ownership or control, or if there are any conflicting instructions or demands received from those authorized to transact on the Account or who otherwise claim an interest in funds in the Account, or if we are unable to determine any person's authority to give us instructions, or if a third party questions your authority to receive funds you have deposited, or we believe a transaction may be fraudulent or may violate any law, or if we face any other possible controversy, disputes or uncertainty regarding a possible claim to funds in an Account, we may refuse to pay any funds to anyone until we are satisfied that the controversy, dispute or uncertainty is resolved, or we may continue to honor the authority of the Account owner and authorized representatives as reflected on our records. Under such circumstances, we may decide not to allow any further transactions to be made with regard to an Account to allow us time to try to determine who has rights with regard to the Account and or funds in the Account. If all parties do not agree to a certain course of conduct or resolution or if we believe that the Account may be subject to irregular, unauthorized, fraudulent or illegal activity, we may undertake various possible actions. Specifically, we may, in our sole discretion: (1) freeze the Account and refuse transactions until we receive written proof (in form and substance satisfactory to us) of each person's right and authority over the Account and its funds and or confirmation that no one else is claiming the funds; (2) freeze some or all of the funds in the Account and in other accounts you maintain with us, and/or delay transactions, until such time as we are able to complete our investigation of the suspected fraudulent, unauthorized, or illegal transactions; (3) refuse transactions or return items or funds to the originating source; (4) require the signatures of the Account owner or authorized representatives for the withdrawal of funds, the closing of an Account, or any change in the Account regardless of the number of authorized representatives on the Account; (5) interplead or pay or offer to pay the Account balance to a court of appropriate jurisdiction, naming all of the claimants to the Account as defendants in an interpleader action (you agree to reimburse us for all expenses we incur in an interpleader action, including attorney's fees and costs, and we may obtain reimbursement of those expenses from any Account you have with us without notice to you); or (6) continue to honor instructions given to us by persons who appear as owner or authorized representatives according to our records. If we do freeze or otherwise place a hold on your Account funds or delay transactions, we will provide notice to you as soon as reasonably possible. Notice may be made by mail, verbally, electronically or be provided by other means such as via online banking, app, or text alerts as permitted by law or by updated balance information. We may not provide this notice to you prior to freezing the account or delaying transactions if we believe that such notice could result in a security risk to us or to the owner of the funds in the Account. The existence of the rights set forth above shall not impose an obligation on us to assert such rights or to deny a transaction. We will not be responsible for any damages you may suffer as a result of our freezing the Account or our refusal to allow you or anyone else to use or withdraw funds due to the controversy, dispute or uncertainty or our allowing the existing owner or authorized representative to continue to conduct transactions on the Account during the controversy, dispute or uncertainty. You also hereby agree to indemnify us and pay all of our attorneys' fees, costs and expenses we incurs as a result of such a demand or dispute, including attorneys' fees and costs in responding to a subpoena similar request. You agree to cooperate in identifying potential claimants in a dispute. You agree to cooperate in an interpleader proceeding, if necessary. You agree to try to work out possible disputes with other possible claimants. If we are uncertain what to do, we may freeze an Account until we are satisfied that there are no possible future issues and or claims that could arise.

If you ask us to follow instructions that we believe might expose us to any claim, liability, or damages, we may refuse to follow your instructions or may require a bond or other protection, including your agreement to indemnify us. In addition, if we are presented with or have reasonable grounds to anticipate conflicting instructions regarding your Account, or if we have any reason to believe there is a dispute regarding your Account, such as conflicting instructions concerning funds in your Account or signatory authority to the Account, we may take any action described above or we may, unilaterally and in our sole judgment, place funds in a court (an "interpleader action") for resolution. If any person notifies us of a dispute, we do not have to decide if the dispute has merit before we take further action. You agree to be liable to us for any loss, costs, or expenses, including, without limitation, reasonable attorneys' fees, that we may incur as a result of any conflicting instructions, dispute or legal proceeding involving your Account. You authorize us to deduct any such loss, costs, or expenses from your Account without prior notice to you or to bill you separately, in our sole discretion. This obligation includes disputes between you and us involving your Account and situations where we become involved in disputes between you and an authorized signer, a joint owner, or a third party claiming an interest in your Account. It also includes situations where any action taken on your Account by you or an authorized representative causes us to seek the advice of an

attorney, whether or not we actually become involved in a dispute. Any action by us for reimbursement from you for any costs or expenses may also be made against your estate, heirs and legal representatives, who shall be liable for any claims made against and expenses incurred by us.

5. Deposits. For each amount you are depositing into your Account, you represent to us that you are the proper person to make the deposit, that you are an owner of, or authorized account holder with authority to initiate funds transfers for, the account serving as the source of funds, and that you have a right to the funds. We may, without prior notice to you (except for prior notices required by law), place a hold on the Account for the amount of deposit of items for a certain period of time to allow us to try to verify that the items will be paid. Even after such a hold may be removed, please be aware that the funds being deposited may subsequently be challenged or claimed by a third party. Under the Uniform Commercial Code (UCC), certain deposits can be challenged or returned up to three (3) years later, and you may be responsible for those amounts. Be wary of bank fraud and scams.

We may limit or block deposits from a financial institution or any non-financial institution account provider in our sole discretion. We may charge for deposits and we may also refuse to accept certain deposits or accept all or part of any deposit for collection or limit the amount of the deposit. Deposits from a non-U.S. institution may be subject to a service charge or a longer hold. Any item that we cash or accept for deposit may be subject to later verification and final payment. Even if we obtain a purported final payment under Regulation CC, you could still be compelled to return the funds deposited into your Account under the UCC for up to three (3) years, even if you have already spent or otherwise transferred some or all of the funds.

Your account will only allow for three types of deposits: (1) Wire Transfers, where the external linked bank account sends funds to your Account via wire transfer; (2) External Funds Transfer (ACH), where the ACH push from your external linked account into the Account is initiated by you from the external account; and (3) ACH Transfer In, where the ACH is initiated by us at your request from an external account.

Cutoff Time. 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.

Provisional Credit of Deposits. Credit for any item we accept for deposit to your Account, including funds that are deposited by electronic transfer, is provisional and may be revoked if the item is not finally paid, for any reason, in cash or its equivalent or if questioned or challenged in the future. If you deposit an item that is subsequently determined to be altered, counterfeit, fraudulent or otherwise questioned, we are allowed to deduct such amount out of your Account in the future even if it was originally paid under Regulation CC. Once you receive a receipt or other verification from us, you cannot later claim that an additional amount was provided to us. Please see the Fort Knox Funds Availability Policy for additional limitations and restrictions.

Other Provisions Pertaining to Deposited Items. As an enhanced security measure, and in order to assist in the prevention of fraud, your Fort Knox Account DOES NOT allow for the deposit of checks, cashier's checks, money orders, teller checks, or any other type of Negotiable Instrument, as defined by the UCC. All deposits, collections and transactions between you and us will be governed by the applicable provisions of the UCC, except where modified by this Agreement, Federal Reserve Board requirements, the bylaws and rules of any clearinghouse association to which we (or its correspondent bank handling the item) belongs, and our funds availability policy. When you make a deposit to your Fort Knox account, please carefully review any confirmation or documentation provided to ensure it reflects the amount you intended to deposit. For example, if you believe a discrepancy exists, address it immediately rather than completing the transaction. While we strive for accuracy when accepting deposits and providing confirmations, discrepancies may occur. All deposits and associated documentation are subject to subsequent verification and correction if needed.

Even if you receive a confirmation, we reserve the right to delay processing a deposit if any questions or issues arise. If our calculation of the deposit differs from yours, our determination will be considered final. Should we choose not to process a deposit, we will return it to you using a reasonable method, such as personal delivery, mail, or another secure channel.

Collection as Agent. Items delivered to us for deposit or collection are received by us as your agent for collection and at your risk. We will NOT accept an item for collection and may impose a service charge for processing and returning of the item. If an item is sent to us for collection, it may be returned to the sending address, to the address we have on file, or to any other address of record to the customer within a reasonable period, as determined by us. We are obligated only to exercise ordinary care in handling items delivered to us for deposit or collection. If any item deposited to your Account is payable by a payor that is not a bank, we may send the item directly to that payor, items payable through another bank may be sent directly to that bank or to collecting agents who likewise shall have the right to send the items directly to the bank on which they are drawn or at which they are payable. Payment for items deposited with Fort Knox is limited to approved electronic transfers, as Fort Knox accounts do not accept cash or any form of negotiable instrument. Each collecting agent acts solely as your agent, and neither Fort Knox nor any collecting agent will be responsible for losses resulting from the actions or omissions of other agents. While we strive to provide accurate information regarding deposits, we cannot guarantee the actions or timelines of third parties involved in processing electronic transfers.

Please understand that while general guidelines may exist regarding the processing of electronic transfers, exceptions and circumstances beyond our control can arise. Any statements by us or our agents about when deposited funds may be considered "collected," "available," or "finally paid" are based on typical practices and do not guarantee the transfer's finality. Transfers may be questioned, challenged, or reversed for up to three (3) years or longer after the transaction date.

We urge you to be vigilant against fraud and scams that encourage deposits followed by requests to transfer or send money. If a transfer is later returned or contested, you may be responsible for the loss, even if the transaction was initially deemed "finally paid." By depositing funds into your Fort Knox account, you represent and warrant that you are the rightful owner entitled to those funds.

If we suffer a loss as a result of any deposit you have made, you will immediately repay the loss upon our request. For example, you agree to repay us promptly for any amount credited to your Account in error, and you authorize us to charge your Account (or any other account with us on which you are an account owner), to obtain payment of any erroneous payment or credit.

Check Cashing for Others. You cannot cash checks on this Account for yourself or for others.

Joint Deposits. We do not currently allow for a joint Account, but will allow for a payable-on-death (POD) Account (including a “Totten” trust Account) or similar Account. We are working on ways to safely support joint account access while maintaining our high-security standards. Please check back with us later. Our rights and liabilities for payment of any sums on deposit shall be governed by the laws of the state in which we maintain your Account.

Deposits by Minors, Agents or Trustees. We do not accept deposits by minors, agents or trustees for this Account.

Uniform Transfer to Minors Act (UTM). We do not accept gifts of money to minors named as a beneficiary of a UTM for this Account.

Checks and Negotiable Instruments. We do not accept checks or any form of negotiable instrument for deposit for this Account. Any check or negotiable instrument sent to us will not be processed and will instead be returned to you to the address we have on file for your Account or to another reasonable address associated with you after a reasonable period of time, as determined solely by us. By maintaining an Account, you acknowledge and agree that we are under no obligation to accept, process, or negotiate such items.

Errors in Account Identification. Please be careful when making deposits to correctly list the proper Account number into which you want the deposit negotiated. We have no duty to detect any inconsistent information provided with the deposit. We will rely on the Account number given. You will be responsible for any loss caused by your failure to properly identify the Account to which a deposit is made or intended to be made or any other error made as a result of your failure to properly identify an Account.

Deposit Issues Involving Automated Clearing House (ACH) Credits. ACH deposits may be questioned, revoked or returned. Credit for an ACH is provisional until final payment is received by the payee’s financial institution. Until that happens, the party originating the transfer is not deemed to have made payment to the beneficiary, and the payee’s bank is entitled to a refund of the provisional credit. If we give you provisional credit for an ACH transfer, but do not receive final payment or the credit is otherwise revoked or disputed, you may become obligated to us for the full amount without prior notice or demand. We are not required to give you a separate notice of our receipt of an ACH transfer. If we accept ACH credits to your Account, you will receive notice of the credit through your transaction history and on your next regular periodic statement. Although we may send notice of a non-ACH incoming funds transfer (e.g., a wire), we assume no obligation to do so. You also can contact us by calling 1-888-913-8888 or by visiting one of our branch locations, a list of which can be found at www.AustinCapitalBank.com.

Direct Deposit and Deposits by Mail. Only transactions to or from an approved linked account will be allowed. You agree and understand that any direct deposits from a third-party, or deposits by mail, will be treated as an unauthorized transaction.

Deposit of Government Benefits. Reserved.

Chargebacks. We do not accept deposits made via checks or negotiable instruments for this Account

Service Charges; Error Correction. If applicable, we may debit a service charge from your Account for each deposited item that is returned to us unpaid. Errors in posting, addition, subtraction and calculation, whether by you or us, are subject to correction by us at any time, provided that we may not be obligated to correct certain errors if you fail to notify us of the exceptions in a timely manner as described in this Agreement. You agree to repay us promptly any amount credited to your Account in error, and you authorize us to charge your Account (or any other account with us of which you are an Account owner) to obtain payment of any erroneous payment or credit.

Allocation of Deposits/Split Deposits. We do not accept split deposit requests for this Account.

Foreign Items. A “foreign item” is an item in any currency (including U.S. dollars) that is drawn on a bank or branch of a bank located outside of the U.S. You should be cautious about accepting foreign items because foreign items are not subject to U.S. laws or regulations. A foreign item may be returned unpaid much later (sometimes many months later) than checks or other items that are drawn on banks located in the U.S. If a foreign item is returned to us unpaid or there is some other problem with the foreign item, you are responsible for the item and you may incur a loss. Even though the foreign item is returned unpaid, we may charge you for our collection fees and for fees and charges assessed by the paying bank and any agents involved in the collection or settlement process.

Our Right to Refuse Deposits. We may refuse a deposit, or part of a deposit, to your Account at any time in our sole discretion. We may also refuse a deposit after initially accepting it. We will not be liable to you for refusing a deposit, even if it causes outstanding items to be returned. We can reverse any amount we have added to your Account for a deposit

6. Withdrawals. You may withdraw or transfer all or any part of the Account balance at any time. Withdrawals will be net of any fees owed to us. We accept no responsibility or obligation, except as required by law, to supervise or review the use of your Account. Please remember that if you withdraw funds that have been credited to you based on a deposit, that credit could subsequently be reversed or charged back. Withdrawals may only be made through the Fort Knox app. Any withdrawals initiated outside the app or from an unlinked account will be automatically. For more information on limitations surrounding Withdrawals, refer to the Funds Availability section of this Agreement.

Checks and Withdrawal Rules. Fort Knox Accounts are savings accounts and do not allow for withdrawals made by check or other instrument.

Notice of Withdrawal. We reserve the right, where required by law or regulation, to require not less than 7 days’ notice in writing before each withdrawal from an interest-bearing Account other than a certificate of deposit, or from any other savings Account as defined by Regulation D (the law requires us to reserve this right, but it is not our general policy to use it).

Cash Withdrawal; Security Issues. You agree and understand that cash withdrawals are not allowed from Fort Knox Accounts.

Withdrawal of All or a Substantial Portion of Funds in an Account; Closing Withdrawal. If you want to withdraw all of the funds in an Account, as long as the funds are available and collected, we may allow you to do so. We require suitable identification or presentation of credentials for any

withdrawal or Account closure. We may also require your signatures for the withdrawal of funds or the closing of any Account. Your Account cannot be closed if there are any funds on hold or under review.

Overdrafts and Insufficient Funds. We suggest that you regularly balance your Account to monitor the amount of funds available for your use in the Account. Under no circumstances will we be required to monitor your Account for you, and you have the continuing responsibility to routinely balance your Account. You agree to not overdraw or make disbursements that will overdraw your Account. We will not authorize any transactions that will overdraw your Account. If a Transaction is presented to us and we refuse to honor the Transaction because there are insufficient funds to pay the Transaction, your Account may be assessed a fee as set forth in the current fee schedule for returning the item unpaid. If, for some reason, an overdraft does occur, you agree that you are liable for the amount of any overdraft, and you agree to pay the amount of any overdraft upon demand by us. Your failure to pay these amounts promptly may result in additional service charges to your Account which you agree to pay. We may use subsequent deposits and other credits to the Account, including, but not limited to, direct deposits of social security or other government benefits, to cover any overdraft and any charges existing in your Account. Additionally, we may use our right of setoff to collect any overdrawn balance from any other Account in which any of you have an ownership interest. In the event you fail to pay the amount of any overdraft and all associated service charges and we refer your overdrawn Account to an attorney for collection, you agree to pay all reasonable expenses, including, without limitation, attorneys' fees and court costs. We may return any transaction being presented at any time if your available balance is insufficient to pay such transaction being presented, even if we previously have permitted overdrafts.

Third-Party Withdrawals. We do not allow for Third-Party Withdrawals for this Account. Please refer to the funds availability policy for further information about who can withdraw from this account.

Other Account Transactions Such as Wire Transfers, ACH and International ACH Transactions. This agreement is subject to Article 4A of the UCC. If we receive a credit to the Account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit. If we receive a credit from a wire transfer or similar type of transaction, if the credit is made through an error, you agree to not use the funds and agree to return the funds to the proper party. You agree to implement any reasonable security procedures that we recommend or you will assume all risk of loss on future such transactions. You need to safeguard your banking information to prevent losses. Section 4A.201 of the UCC discusses having reasonable security procedures and to the extent that you try to initiate funds transfers, you must keep all of your banking information and device access protected. You also agree to implement any recommended security procedures, including any security procedures we offer as additional services. You hereby agree that our internal security procedures have been implemented in good faith and are commercially reasonable.

Account Status and Balance Verification.

Our system conducts regular verification of the status and current/available balance of any external bank account linked to your Account. If the system is unable to retrieve the status of the linked external account for any reason, your Account may be placed in Lockdown status. While in Lockdown, push-in transfers and microdeposit verification transactions will be allowed. However, any withdrawals will be rejected, and you will be prevented from being able to initiate a withdrawal. Each Account may only have one active external account linked at a time.

In addition to regular status checks, our systems perform ongoing monitoring of transactions and account balances in linked external bank accounts to enhance security and maintain compliance with applicable laws. This monitoring serves critical functions, including fraud prevention, detection of suspicious activity, and verification of account ownership. By analyzing transaction patterns and account behavior, the system can quickly identify unusual activity, such as unexpected large withdrawals or transfers, and take prompt action to alert customers and/or prevent unauthorized transactions. Continuous monitoring ensures that the external account remains under the verified owner's control, flagging significant deviations that may suggest account compromise and pose a risk to the customer's Account.

Monitoring also plays a vital role in protecting against identity theft. Attempts to link compromised external accounts to an Account are flagged to the best of our ability to prevent fraudulent access and unauthorized transfers. Furthermore, the system attempts to verify the legitimacy of incoming transfers, such as ACH deposits and wire transactions, ensuring they align with the customer's profile and originate from lawful and authentic sources. You acknowledge and agree that all incoming transfers are subject to verification. Transfers that cannot be verified within a reasonable timeframe and to a reasonable level, as determined in our sole discretion, will be deemed unauthorized and returned to the originating account. This process is necessary to ensure the security of your Account.

This monitoring process supports the detection and prevention of illicit activities, such as money laundering, while safeguarding customer funds and promoting secure and legitimate account operations. These actions reflect our commitment to protecting your assets.

Preauthorized Drafts and Unauthorized Credits. Any debit or credit transaction not scheduled or initiated through our system, or through an approved linked account, including, but not limited to, External Funds Transfers, ACH withdrawals, or ACH outbound transfers, will be considered unauthorized. By maintaining your account with us, you explicitly authorize us, at our sole discretion, to reject and decline such transactions as unauthorized. This policy is in place to safeguard your account and ensure that all transactions align with the secure processes we have established.

Unauthorized Credit. Any credit transaction not scheduled or initiated through the Bank's system or through an approved linked account, including but not limited to External Funds Transfers, ACH deposits, or ACH inbound transfers, will be considered unauthorized. By maintaining your account with the Bank, you explicitly authorize the Bank, at its sole discretion, to reject and decline such transactions as unauthorized. This policy is in place to safeguard your account and ensure that all transactions align with the secure processes established by the Bank. In order to be considered an approved credit, all inbound fund transfers, either ACH or Wire transfer, must list the beneficiary and match the verified Account holder.

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. These types of transactions are not allowed on

your Fort Knox Account.

7. Other Issues with Withdrawals, Overdrafts and Insufficient Funds; Payment Order of Transactions Being Presented. You may make withdrawals from your Account in any manner we permit. Withdrawals by mail are not allowed. We will refuse any check written on your Account. Withdrawals to external accounts through ACH or Wire may be restricted and subject to additional terms and conditions. We reserve the right to refuse a withdrawal that does not conform with proper security standards for your Account.

Payment Order of Transactions Being Presented. The order in which the transactions being presented are paid is important if there is not enough money in your Account to pay all of the transactions being presented which are presented. The payment order can affect the number of the transactions being presented against an overdrawn Account or returned unpaid and the amount of the fees you may have to pay. To assist you in managing your Account, we are providing you with the following information regarding how we currently process those items. Deposits and credits to the Account are processed first. Any holds on those deposits, credits, or Account balances are then applied. After deposits and credits are credited to the Account and all holds applied, the transactions being presented are grouped in the following categories and then will generally be processed in the following order: (1) wire transfers and transactions initiated by the Bank (other than Bank fees); (2) ACH transactions and other withdrawals from lowest amount to highest amount; and then (3) Bank fees, from lowest amount to highest amount.

If more than one item or order is presented for payment against the Account on the same day and the available balance of the Account is insufficient to pay them all, the Bank may pay any of them in any order the Bank chooses, even if the order the Bank chooses results in greater insufficient funds fees than if the Bank had chosen to pay them in some other order or had chosen not to pay them. The Bank's payment of any item or order in overdraft does not create any obligation for the Bank to pay any other item or order in overdraft in the future, and the customer agrees that no course of dealing regarding the payment of items or orders in overdraft will be created between the Bank and the customer. In the event the Account is overdrawn, the Bank reserves the right to change the categories and the processing order set forth above without notification to the customer. The Bank may also choose to first pay items and orders which are payable to pay obligations to the Bank.

A per item service charge may be assessed on any item that will overdraw the available Account balance, regardless of whether we pay or dishonor (i.e., return) the item. **For the avoidance of doubt, a "per item" service charge may be assessed by us each time a withdrawal request that will result in an overdraft is presented for payment, even if that "item" represents a single transaction that has been presented multiple times and previously dishonored. This may result in multiple charges related to a single transaction.** You agree immediately upon notice from us to deposit funds sufficient to cover any overdraft plus service charges, if required. We will not be liable for the dishonor of any item when the dishonor occurs because we setoff a debt against your Account. We also may refuse to allow a withdrawal if there is a dispute about the Account (unless a court has ordered us to allow the withdrawal), the Account is garnished or attached, the Account has been pledged as collateral for a debt, the availability of the funds on deposit cannot be verified, any required documentation has not been presented, or you fail to repay an obligation to us on time.

Consumer electronic debit transfers are governed, as applicable, by the Electronic Funds Transfer Act and the Consumer Financial Protection Bureau's Regulation E ("Regulation E") Operating Rules and Operating Guidelines of the National Automated Clearing House Association ("NACHA") and our separate Electronic Funds Transfer Disclosure.

8. Ownership of Account and Beneficiary Designation. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the Account funds. It is your responsibility to make sure the form you sign is what you want, and we suggest you have your attorney review same before and after you sign it to verify the form was completed and is as you desired. Please check with your own attorney, accountant, or estate planner to obtain advice as to what happens to funds in an Account after an Account holder's death. We do not provide any legal advice, tax advice, and/or any other type of advice on these issues.

Single-party Account. Unless modified by the laws of your state, a single-party Account is owned by one person.

Multiple-party Account. We do not allow for multiple-party ownership of this Account.

Account with Minor as an Owner. We do not allow minors as an owner or Accounts established under a state's UGTM laws, where the funds in the Account are owned by the minor.

POD Account. Unless modified by the laws of your state, a POD Account is an Account where one or more persons are listed as the beneficiary(ies) to whom the balance of the Account is to be paid following the death of all Account owners. Subject to our security interest and right of setoff as herein provided, POD beneficiaries acquire the right to withdraw only if: (a) all Account owners die, (b) the beneficiary is then living, and (c) we are not otherwise required by law to make payment to some other person. If two or more beneficiaries are named and survive the death of all persons creating the Account, the funds on deposit belong to them in equal, undivided shares.

9. Business, Organization, and Association Accounts; Authorized Representatives. RESERVED.

10. Fiduciary Accounts. We do not allow for fiduciary accounts under this program.

11. Notices. From Us to You. Any notice we send 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 or when we send or otherwise make such notice available to you in accordance with any other method with which you have agreed, including, as it relates to amendments of this Agreement, any means or method described herein. Subject to applicable law, you agree that we may also send notices and communications or make notices and communication available to you electronically if you provide us with an email address. You agree to notify us promptly upon any change in your email address. Any notice we send to an email address you provide us is effective, even if it is later returned to us as undeliverable.

From You to Us. Unless otherwise set forth in this Agreement, notice from you to us must be in writing and delivered to us according to any special delivery instructions that we may provide. Any notice from you to us will not be deemed received by us until it is received by one of our representatives who is authorized to act on such notice. In the event we are required by law or this Agreement to act on any notice you give us,

you agree that we will be allowed reasonable time to act on your notice. You can find the contact information for your local branch online at www.AustinCapitalBank.com or by calling 1-888-913-888. If we fail to act or otherwise delay in acting on any notice from you, such delay or failure does not constitute our acceptance, or acknowledgement of, or agreement or consent to the terms or substance of your notice.

12. Statements; Duty to Review and Promptly Report. Periodic statements for your account will be provided at intervals we determine, but no less frequently than required by applicable law. The periodic statements will describe each transaction, disbursement and item by item number (where appropriate), amount, and date of debit or credit. We can make your statements available through our digital banking platform. If you do not receive a periodic statement, please contact us promptly and request a duplicate copy. You can contact us by calling 1-888-913-8888 or visiting one of our locations, a list of which can be found at www.AustinCapitalBank.com. The Bank will not know that you have not received a statement and thus it is up to you to contact the Bank to get a periodic statement if you have not received one. Any such request will be subject to the fees disclosed on the Fee Schedule. Otherwise, the Bank will presume that you received your statement. We will not be responsible for any actual, direct or indirect, special, or consequential damages under any circumstances for our inability to provide a periodic statement. Our liability, if any, will not exceed the face amount of an item or amount in question.

Mailing and Availability. Periodic statements, to the extent we have agreed to provide them for your Account, and any other notice or communication may be mailed to you at the address shown in our records or a forwarding address for you if one is on file with the U.S. Postal Service. However, we need not mail any Account information to an address that the U.S. Postal Service has informed us is “undeliverable” or otherwise invalid. Periodic statements and written notices or any other notice or communication may be delivered to you electronically if you have agreed to receive such notices and communications electronically. You agree to give us written notice of any change to your mailing address or email address. Notify us promptly if you do not receive your statement or other documents by the date you normally would expect to receive it. We may, but are not required to, change the address for you in our records if the U.S. Postal Service notifies us of a new address for you, and you waive any and all claims against us that arise in connection with any mail forwarded to you or sent to an address for you supplied to us by the U.S. Postal Service. Any Account owner, authorized signer or other person authorized to act on your behalf may change the mailing or email address for your Account. We may make statements, notices, or other communications available to you by holding all or any of these items for you or delivering all or any of these items to you, in accordance with your request or instructions. If we hold statements or notices to you at your request or because you fail to provide us with a current address, they will be deemed delivered to you when they are prepared (for held statements), mailed (for returned mail), or when sent or otherwise made available to you by electronic means.

Your Duty to Timely Report Errors, Unauthorized Transactions, and Forgeries or Any Other Irregularities.

Since you are the person most familiar with your own banking activity, we will rely on you to review your Account and notify us of any unauthorized, erroneous, or improper activity of any kind. In a situation where alleged unauthorized activity has been attempted or occurred, we expect you to notify us as early as possible to stop such transactions and prevent possible new alleged unauthorized or disputed activity from occurring. Our records regarding your Accounts will be deemed correct unless you notify us of an error in a timely manner.

It is essential that any Account errors or disputed transactions of any kind, including missing deposits, improper deposits or credits, unauthorized transactions, alterations, unauthorized wire transfers or other unauthorized funds transfers, unauthorized signatures, encoding errors, disbursements due to oral banking transactions, posting errors (such as debits or credits posted twice, debits posted as credits or credits posted as debits), unauthorized or disputed fees (of any kind), or any other improper transactions, debits, credits or disbursements on your Account (collectively referred to as exceptions) be reported to us as soon as reasonably possible and not to exceed thirty (30) days after we send or otherwise make the statement or notice available to you. Otherwise, we will not be liable for the exceptions.

You agree that you will carefully examine each Account statement or notice you receive and report any exceptions to us promptly after you receive the statement or notice. You agree to act in a prompt and reasonable manner in reviewing your statement or notice and reporting any exceptions to us. If you do not timely report an exception to us within fourteen (14) days for commercial accounts and thirty (30) days for consumer accounts after we send or otherwise make the statement or notice available to you, you agree that we will not be liable to you for any loss you suffer related to that exception, and that you cannot later dispute the transaction amounts and information contained in the statement. This means that, if you do not report exceptions to us within thirty (30) days after we send or make the statement or notice available to you, we will not reimburse you for any such disputed amounts or any loss you suffer, including, but not limited to, any amounts lost as a result of paying any unauthorized, forged, or altered items, alleged unauthorized wire transfer of funds, or allegedly improperly paying any other debits or credits of any kind, including without limitation, any item or exceptions. Except as provided by applicable law, you agree that we will not be required to reimburse you for any exceptions caused by your own negligence.

Online Access. Where online access to your Account has generally been made available to you, for purposes of your duty to examine your statements and Account activity and report exceptions, irregularities, errors, discrepancies, or unauthorized items, your statements and items will be deemed “made available” to you the day such items, disputed amounts, or transactions first appear on our online banking services, whether you accessed your Account information via online banking or app, or not, but in any event not later than thirty (30) days after your periodic statement is first made available to you as discussed above.

Unauthorized Activity by the Same Wrongdoer(s). If you have entrusted someone else to do activity with regard to your Account or if your Account information, device, or access has been compromised, and if the same wrongdoer(s) begins conducting transactions against your Account, you are prohibited from asserting a claim based on any additional unauthorized activity of any kind, including any and all unauthorized exceptions that are done by the same person, that occurs more than thirty (30) days after we have mailed or otherwise made available to you the Account information or statements that contained a description of that person’s first unauthorized, forged or altered item or transaction, error, irregularity, or exception, or any other alleged unauthorized activity that caused the disbursement to be debited from your Account. Since the periodic statements show all disbursements out of your Account, you should be able to detect whether or not you made a disbursement out of your Account by reviewing the Account statement, and if you do not timely report alleged unauthorized disbursements by the same person, you remain free to try to recover any losses from that person, but you are prohibited from recovering such losses against the Bank. Plus, if the same

person causes any other unauthorized activity, for example, such as unauthorized deposits, we will not be liable for any future losses (regardless of how made) if you failed to initially discover or report the unauthorized banking activities within 30 days of the first unauthorized transaction, error, irregularity, or exception.

How to Report Exceptions, Errors or Other Irregularities. If you find any unauthorized disbursements, transactions or exceptions, or suspect that a transaction may be unauthorized or questionable, you must contact us as soon as possible. You can contact the Bank by calling 1-888-913-8888 or visiting one of the Bank's locations, a list of which can be found at www.AustinCapitalBank.com. You need to specifically report each and every unauthorized disbursement, transaction or exception. A general reference to fraud is not sufficient. You will be asked to execute a verified claim form or an affidavit or a similar document for each disputed disbursement, transaction or exception. To be clear, you must identify each unauthorized disbursement, transaction or exception, instead of merely making a vague reference to some unauthorized disbursement, transaction or exception. You will need to cooperate with our fraud department or other personnel, and you will likely be asked to execute paperwork regarding the unauthorized transactions or exceptions. The Bank must receive your documentation within ten (10) days following your notice to us of the alleged unauthorized activity and if you do not receive such paperwork, please follow up to obtain such documents or create your own documents specifically describing and identifying the unauthorized transactions or exceptions, as you must particularly describe the bank fraud in writing. You agree that you will not bring any legal action against us unless and until you have first provided the documents referenced in this section. If you believe bank fraud occurred, you may decide to file a police report and ask for the prosecution of the person responsible for same, in which case you agree to provide us with a copy of such report and cooperate with us in any investigation or any legal action instituted against such person. You will indemnify and hold us harmless from any liability arising out of or in any way connected with any arrest or prosecution in the event that the representations of fact you provide us or in a police report are false. You agree to pursue all rights you may have under any insurance coverage you maintain before making a claim against us in connection with any transaction involving your Accounts or other withdrawal orders and other exceptions and irregularities, and to provide us with all reasonable information about your coverage, including the name of your insurance carrier, policy number, policy limits and applicable deductibles. Our liability will be reduced by the amount of any insurance proceeds you receive or are entitled to receive. At our request, you agree to assign to us your rights under your insurance policy.

Additional Verification Services. The Bank may offer various services to try to assist you in detecting and/or preventing bank fraud such as positive pay, authentication apps (soft tokens), physical tokens (hard tokens), or similar services. You are strongly encouraged to use such services. You may or may not elect to obtain such additional services, and if you do not contact the Bank to obtain such services or you otherwise refuse such services, and if such services could have prevented or mitigated some or all losses you sustained or claim to have sustained as a result of actual or possible bank fraud, then you agree that you assume the risk of that decision and you are estopped from seeking and agree not to seek to recover such amounts from the Bank. You may also want to speak with an insurance agent to possibly obtain insurance to cover yourself against a possible future fraud loss.

Errors Relating to Electronic Fund Transfers. For information on errors relating to electronic fund transfers, refer to your Electronic Fund Transfers disclosure and the sections on consumer liability and error resolution.

13. Assignment. You may not grant a security interest in, transfer, or assign your Account to anyone other than us without our written consent. No assignment will be valid or binding on us, and we will not be considered to have "knowledge" of it, until we consent in writing and the assignment is noted in our records. However, by noting the assignment, we do not have any responsibility to assure that the assignment is valid. Any permitted assignment of your Account is subject to and superseded by our setoff rights and remains subject to any other right we have under the Agreement and applicable state and federal law. If you want to transfer ownership, we may require that you close the Account and open a new Account in the name of the transferee or pledgee. Any assignment, assignment of a security interest, pledge, or other transfer of any Account or any interest therein, whether by gift or otherwise, by you to a third party shall be null and void at inception and shall not be binding on us unless it is authorized in writing by an authorized officer in our legal department. We, in our sole discretion, may freely assign your Account and this Agreement with or without notice.

14. Setoff; Security Interest; Subordination of POD Beneficiary Interest. Subject to applicable law, we may exercise our right of setoff that we are entitled to exercise under common law, under this Agreement and under statute (see Texas Finance Code Section 34.307), or security interest to recover amounts you owe us from any and all Accounts you maintain with us or with our affiliates, without notice to you. As permitted by applicable law, we may exercise our right of setoff for any liability or debt; whether the liability or debt is direct or contingent and whether now or hereafter existing; and whether the liability or debt arises from overdrafts, endorsements, guarantees, loans, attachments, garnishments, levies, attorneys' fees, or other obligations. However, under Article XVI, Section 50(a)(6)(H) of the Texas Constitution, we may not setoff against any of your Accounts for a liability arising from a home equity loan secured by Texas Homestead Property. We may charge any such debt against your Account at any time, without regard to the origin of deposits to the Account or beneficial ownership of the funds. In other words, we may (without prior notice and unless prohibited by law) setoff the funds in your Account against any due and payable debt any of you owe us now or that may arise in the future. If your debt arises from a promissory note or guaranty agreement, then the amount of the due and payable debt will be the full amount we have demanded, as entitled under the terms of the note or guaranty, and this amount may include any portion of the balance for which we have properly accelerated the due date, if required.

This right of setoff does not apply to an Account if prohibited by law. For example, the right of setoff also does not apply to this Account if setoff is prohibited by the Military Lending Act or its implementing regulations.

You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff. In addition to the rights of setoff you grant to us a security interest in the Account or any time deposit account or certificate of deposit owned or controlled by the Account holder (or any Account holder if a multiple-party account) to secure payment of any obligation which you now owe us or which you may owe us at any time in the future, whether as a borrower, guarantor, or otherwise, including your obligation to pay our attorneys' fees and expenses and your obligation to indemnify us as provided elsewhere in this Agreement. When any such obligation is due and payable to us, we may pay such obligation, or any

part thereof, from the Account without prior notice to you. We can also setoff against your Account amounts which were credited into your Account that originated from an Account that became overdrawn or from an Account where we experienced a loss. If the Account has any POD beneficiary, the interests of such beneficiary shall be junior to our security interest and shall be subject to our right of setoff, even if we do not exercise our security interest or right of setoff until after your death.

15. Power of Attorney. Unless required by applicable law, we reserve the right to not accept any power of attorney presented to us. If we accept a power of attorney, we may require evidence of the attorney-in-fact's authority to act under it as well as such affidavits, opinions of counsel, medical opinions or indemnifications we deem appropriate. If we accept a power of attorney in connection with a specific request, we still reserve the right to refuse to accept it for any subsequent request, subject to applicable law. If we accept a power of attorney, we may continue to honor the transactions of an agent under a power of attorney until: (a) we have received written notice or have actual knowledge of the termination of the authority granted under the power of attorney or the death of the principal; and (b) we have had a reasonable opportunity to act on that notice or knowledge. We are not required to monitor the action of your agent under a power of attorney or to determine whether the agent is acting within the scope of the power of attorney. All actions taken by your agent under a power of attorney are binding on you, and you agree not to hold us responsible for any loss or damage any Account owner may incur as a result of our following instructions given by a purported agent acting under any purported power of attorney we reasonably determine is valid. To the fullest extent allowed by law, you agree to indemnify us for any wrongful act or use of a power of attorney by an attorney-in-fact acting on your behalf. Except as required by the applicable law, we may require that a power of attorney be executed on a form acceptable to us, that the power of attorney contain language satisfactory to us or that the attorney-in fact present the original power of attorney before we honor the orders or instructions of the attorney-in-fact. We may restrict the types and dollar amount of transactions an attorney-in-fact may conduct. We may terminate acceptance of a power of attorney at any time and for any reason and without notice to any Account owner or any other person. If we honor the orders and instructions of the attorney-in-fact, Account transactions conducted by the attorney-in-fact and the instructions and orders of the attorney-in-fact are binding on the Account owner. We assume no duty to monitor the actions of your attorney-in-fact to ensure that (s)he acts for your benefit. We are not required to accept a durable power of attorney if we would not otherwise be required to engage in a transaction with the principal under the same circumstances. This includes a circumstance in which the agent seeks to establish a customer relationship with us under the power of attorney when the principal is not already our customer or expand an existing customer relationship with us under the power of attorney or acquire a product or service under the power of attorney that we do not offer. We may also refuse to accept a durable power of attorney if engaging in the transaction with the agent or with the principal under the same circumstances would be inconsistent with another law of the state or a federal statute, rule or regulation, or be inconsistent with a request from a law enforcement agency, or be inconsistent with a policy adopted by us in good faith as necessary to comply with another law of the state or a federal statute, rule, regulation, regulatory directive, guidance, or executive order applicable to us. We are also not required to accept a durable power of attorney if we would not engage in a similar transaction with the agent because the person or any of our affiliates has filed a suspicious activity report with respect to the principal or agent or believes in good faith that the principal or agent has a prior criminal history involving financial crimes, or has had a previous, unsatisfactory business relationship with the agent due to or resulting in a material loss to us, financial mismanagement by the agent, or is engaged in litigation between us and the agent or if multiple nuisance lawsuits have been filed by the agent. We may also refuse to accept a power of attorney if we have actual knowledge of the death of the principal or termination of the agent's authority or the power of attorney before the agent's exercise of authority under the power of attorney. We may also refuse to accept a power of attorney if we received information that leads us to believe that the principal lacked the capacity to execute the power of attorney at the time of its execution. We may also refuse to allow use of a power of attorney if the agent refuses to comply with the request for certification, opinion of counsel, or translation, or if the agent complies with one or more of those requests, we in good faith are unable to determine the validity of the power of attorney or the agent's authority to act under the power of attorney because the certification, opinion, or translation is incorrect, incomplete, unclear, limited, qualified, or otherwise deficient in a manner that makes the certification, opinion, or translation ineffective for its intended purpose, as determined by us in good faith. We may also refuse to accept the power of attorney regardless of whether an agent's certification, opinion of counsel, or translation has been requested or received by us if we believe in good faith that the power of attorney is not valid, the agent does not have the authority to act as attempted, or the performance of the requested act would violate the terms of business entities governing documents or an agreement affecting the business entity including how the entity business is conducted.

We may also refuse to accept a power of attorney if a person has commenced, or we have actual knowledge that another person commenced, a judicial proceeding to construe the power of attorney or review the agent's conduct and that proceeding is pending. We may also refuse to accept a power of attorney if we have knowledge that someone has commenced, or has actual knowledge that another person commenced, a judicial proceeding for which a final determination was made that found the power of attorney invalid with respect to a purpose for which the power of attorney is being presented for acceptance, or the agent lacked the authority to act in the same manner in which the agent is attempting to act under the power of attorney. We may also refuse a power of attorney if we have made, or have actual knowledge that another person has made, a report to a law enforcement agency or other federal or state agency stating a good faith belief that the principal may be subject to physical or financial abuse, neglect, exploitation, or abandonment by the agent or a person acting with or on behalf of the agent. We may also refuse to accept a power of attorney if we receive conflicting instructions or communications with regard to a matter from co-agents acting under the same power of attorney or from agents acting under different powers of attorney signed by the same principal or another adult acting for the principal. We may also refuse to accept the durable power of attorney if per the law of the jurisdiction that applies in determining the power of attorney's meaning and effect, or the powers conferred under the durable power of attorney that the agent is attempting to exercise are not included within the scope of activities to which the law of that jurisdiction applies. We may also refuse to accept a springing power of attorney, especially if we cannot determine to our satisfaction whether the contingency triggering the effectiveness of the power of attorney has occurred. We may also refuse to accept a power of attorney if it expires at some point in the future, particularly where the expiration is contingent on an event the occurrence of which we would have no knowledge. If we originally accept a power of attorney and if facts or circumstances change, we reserve the right to refuse to honor the power of attorney for future requests to conduct business under the power of attorney in the future without incurring liability to you, and we have absolute discretion in making this decision. We also may require additional information or documentation from you or the attorney-in-fact that we deem to be sufficient, again in our sole and absolute discretion. We may require you or the attorney-in-

fact to satisfy any questions or concerns we may have regarding a power of attorney submitted to us.

16. Abandoned, Inactive, or Dormant Accounts; Escheatment. If you have not made a withdrawal from, a deposit to, or accessed your account online, or via a digital app, your Account for an extended period of time and we have been unable to contact you, your Account may be classified by us as dormant Account. Subject to applicable law, we may charge a dormant Account fee on the Account, and the Account will be presumed to be abandoned. In accordance with applicable Texas law, funds in abandoned Accounts will be remitted as unclaimed property to the custody of the Texas State Comptroller's Office (or any subsequently applicable state agency), and we will have no further liability to you for such funds. We reserve the right not to send statements on Accounts we consider dormant. More specifically, if you do not use your Account or notify us as required herein of your current contact information, or if statements or notices we send to you are returned undelivered, we may presume your Account and deposits are abandoned after the passage of time specified by applicable law. We may also consider your Account dormant or inactive in accordance with our internal policies and procedures or the applicable state law governing your Account. Unless prohibited by applicable law, abandoned and dormant Accounts are subject to reasonable service charges in addition to any other charges applicable to your Account, which we may deduct or offset from your Account. If your Account is deemed inactive or dormant under our policies and procedures or applicable state law, we also may refuse to pay items drawn on or payable out of the Account, stop sending Account statements (but such statements would still be made available to you), or stop paying interest on the Account. Ask us if you want further information about the period of time or type of inactivity that will cause your Account to be inactive, dormant, or otherwise abandoned as different states could have different rules. Accounts that are presumed abandoned may be escheated to the state in which the Account is maintained or in the state of the last known address, subject to applicable law. Once the funds are escheated to the state, we are no longer liable or responsible for the funds, and you must pursue recovery of such funds solely from the state to which they were escheated. You may or may not be able to get some or all of the funds back from the state to which they are surrendered, and you will likely have to pay additional fees or costs to get back such funds. You agree that we are not liable to you for any funds that escheat to a state whether voluntarily or in response to an audit by or on behalf of state agency charged with enforcement of its escheatment laws.

17. Death or Incompetence. We will presume you or anyone acting on your behalf is competent unless we receive notice of an adjudication of incompetency from a court, even if one of our employees has personal knowledge of your possible incompetency and even if we receive documentation from a medical doctor. We may continue to honor your instructions until we receive such written notification or until ordered otherwise by a person claiming to have an interest in the Account, we receive evidence satisfactory to it that such order or request is valid, and we have a reasonable opportunity to act on such order or requests. Notwithstanding the foregoing, we may pay transactions initiated on or before the date of death or adjudication of incompetence unless stop payment orders are placed by one with authority to place such order.

18. Transaction Instructions; Restrictions; Breaches of Your Security. Unless required by law or in an instance where we have agreed otherwise in writing, we are not required to act upon instructions you give us via facsimile transmission, via a telephone call, leave by voice mail, send by text or instant message, send by email, or delivered by any other non-personal method of delivery, even if we have acted on instructions received by these means in the past. Any acceptance by us of instruction received through these means in the past does not establish a course of conduct or dealing and does not obligate us to accept them in the future. We are not responsible for the security of your internet, email, chat, or your other electronic communication systems (your communication systems). If a breach of one or more of your communication systems, whether physical or electronic, occurs or if unauthorized access to one or more of your communication systems or Accounts results in the issuance or alteration of transaction instructions that we receive (whether from you or a "hacker" or other unauthorized person who is manipulating one or more of your communication systems), you assume all risk of loss on such transactions, and you agree that we have no liability for any losses you sustain and you agree that you do not hold us responsible for such transactions. We may or may not ask you to implement additional security precautions as we deem sufficient.

19. Stop Payments. We do not allow for check transactions.

A stop payment order must be received in time and with adequate information to give us a reasonable opportunity to act on it in the normal course of business. Additional limitations on our obligation to stop payment are provided by law. You may request a stop-payment order in person by visiting one of our branches, a list of which can be found at www.AustinCapitalBank.com. You may also request a stop-payment order by calling 1-888-9913-8888. Stop payments on checks are effective for 180 days. You must place a new stop payment if you do not want us to pay the check after the previous stop payment order expires. You will be charged a fee every time you request a stop payment, even if it is a renewal of a previous stop payment request. You could also decide to close the Account. Our acceptance of a stop payment request does not constitute a representation by us that the item has not already been paid or that we have had a reasonable opportunity to act on the request.

If we have not already paid an ACH debit from your Account, then at your request and risk we may accept a stop payment order on it. The stop payment order takes effect within three (3) business days after we receive sufficient detail to place the stop-payment and have a reasonable opportunity to act on it in the normal course of business. If you issue a stop-payment order by telephone, we will confirm your stop-payment order in writing and the information in our confirmation will be presumed accurate and complete unless you notify us of an inaccuracy within fourteen (14) days after we send you the confirmation notice. If you do not receive the confirmation notice in a timely manner, please let us know and request it again. Otherwise, your order is effective for 180 days; provided, however, for recurring ACH debits on consumer Accounts, we keep a stop-payment order you place on recurring ACH debits in effect until the longer of either 180 days or until we believe the merchant has stopped submitting the recurring ACH debit. To place a stop payment order on an ACH debit, we may require you to provide your name and telephone number, the type of account (checking or savings), the name and company identification number used by the sender of the ACH debit. You can obtain the name and company identification number used by your sender from your statement by looking at a prior ACH debit from this sender that posted to your Account. If you give us the wrong company identification number or if any other information you provide is not accurate, we may pay the transaction.

If the information you provide us for any stop payment is incorrect or incomplete (i.e. if the information is not sufficient for us to match the ACH debit on which you wish to stop payment), our computer system may not be able to match ACH debit with the stop payment request prior to such ACH debit posting to your Account. If we are subsequently able to identify the ACH debit as a match to your stop payment request during our reconciliation process, despite the missing or incorrect information (each such ACH debit, a "Matched Stop Payment Item"), we may be able to try to then reverse the posting of the Matched Stop Payment Item and re-credit the funds to your Account on the next business day after it posted. During the interim between posting and re-credit, however, your available balance will be reduced by the amount of the ACH debit that was posted and you will not have access to such funds. You agree that we will not be liable to you for wrongful dishonor of any NSF item (i.e. any ACH transfer, withdrawal or other debit item) that is not paid by us or is returned by us unpaid due to insufficient funds during the period of time between the posting and re-credit of the Matched Stop Payment Item, nor will we be liable for or obligated to waive any NSF or overdraft fee that may be charged to your Account as a result of our return or payment of such NSF item. We are not required to notify you when the stop-payment order expires, after which time any item we honor or pay will be deemed conclusively paid and you waive any claim to the contrary. If we refuse to pay an item pursuant to your stop-payment order, you release us and hold us harmless from all costs and expenses incurred by us, including our attorney's fees, resulting from our refusal to pay the item. If we re-credit your Account after paying an item over a valid stop-payment order, you agree to assign or otherwise transfer to us in writing all of your rights you have against the payee other holder of the item. You further agree to assist us in any legal action we may take against such payee or holder. If we fail to honor a valid stop-payment order, we reserve the right to require you to demonstrate to our reasonable satisfaction the amount of your loss and we may only be liable to you for the lesser of the amount of the loss or the amount of the item.

20. Lost, Destroyed, or Stolen Certified, Cashier's or Teller's Checks. Certified, cashier's, or teller's checks are instruments on which the Bank is or may be obligated to pay, so you generally do not have a right to stop payment on these instruments. However, 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; (d) you must give us a declaration (in a form we require) of your loss with respect to the check; and (e) you agree to indemnify the Bank from future losses regarding 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 wait to 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 also require you to provide a surety bond to assure that you can pay us if we suffer a loss.

21. Backup Withholding/Taxpayer Identification Number and 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 is 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 Taxpayer Identification Number 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 earned on funds in your Accounts. This is known as backup withholding. We will not withhold interest payments when you open your Account if you certify your Taxpayer Identification Number and certify to us that you are not subject to backup withholding due to underreporting of interest. There are special rules if you do not have a Taxpayer Identification Number but have applied for one, if you are a foreign person, 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 Taxpayer Identification Number or that you underreported your interest income.

22. Verification; Notice of Negative Information; Notification Requirement of Any Possible Inaccurate Credit Reporting You authorize us to request reports from various credit bureaus, consumer reporting agencies or other sources, including, but not limited to, credit and check reporting agencies, to investigate or verify any information provided to us or for any other purpose permitted by applicable law. You also authorize us to possibly obtain or otherwise verify your employment information. More specifically, you authorize us to request and obtain one (1) or more credit reports about you from one (1) or more credit reporting agencies for the purpose of considering your application for the Account, reviewing or collecting any Account opened for you, or for any other legitimate business purpose. You authorize us to disclose information about your Account to a credit reporting agency if your Account was closed because you have abused it. In addition, federal statutes permit us to report information about your Account to credit bureaus, and you hereby consent for us to do so. Late payments, missed payments, overdrafts or other defaults on your Account may be reflected in your credit report. Additionally, we may require you to confirm information provided to us or to provide us with additional information we deem necessary to maintain your Account. You agree to respond to requests to confirm information provided to us or to provide us with additional information we request within thirty (30) days of such request. If you fail to respond to our request for confirmation or for additional information, we may limit or suspend any access to your Account, refuse to permit any transactions on your Account, or take such other action we deem, in our sole and absolute discretion, appropriate or legally required. We will not be liable to you for any action we take pursuant to this section, including, but not limited to, any liability arising from wrongful dishonor of any item. Federal law may require us to provide the following notice to customers before any negative information may be furnished to a nationwide consumer reporting agency. Negative information includes information concerning delinquencies, overdrafts or any form of default. This notice does not mean that we will be reporting such information about you, only that we may report such information about customers that have not done what they are required to do under our Agreement. After providing this notice, additional information may be submitted to a nationwide consumer reporting agency without providing you another notice. We may report information about your Account to credit bureaus. Late payments, missed payments or other defaults on your Account may be reflected in your credit report. If you ever feel that the Bank has improperly reported potentially derogatory or inaccurate credit information about your Account, credit card or other relationship with the Bank, you will notify the Bank by calling 1-888-913-8888 and sending written notice to the Bank. You also agree to contact the credit reporting agency

and make a request to that agency to correct any possible improper credit reporting. We may require that you detail the alleged improper reporting in writing, and you will also provide backup information to show how and why you believe the reporting is inaccurate or improper. Depending on the credit reporting bureau or credit reporting service, you agree to follow administrative procedures in order to contest or amend any purportedly improper credit reporting as allowed by various credit reporting services before bringing any claims against the Bank. You also agree to provide a copy of your attempts to use the administrative procedures that allow you to change any purported improper credit reporting. Please understand that the Bank does not control any credit reporting service or credit reporting bureaus, and the Bank can only request (but cannot make or guaranty) changes to same. Before filing any type of lawsuit, consumer complaint or legal proceeding, you agree to request that the Bank and you file a joint letter requesting the requested change to the credit reporting.

23. Changing Account Products. We may, in our sole discretion, change your Account to another type of Account or product offered by us at any time by giving you notice that your Account will not be offered or will be changed to another product on a specified date. 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. Your continued use of the new product, service or Account is your agreement to use said new product, service or Account and be bound by any new or changed terms, rules or agreements governing same.

24. Legal Actions Affecting Your Account. We may comply with any "legal process" such as, without limitation, a writ of attachment, execution, garnishment, levy, restraining order, subpoena, seizure, warrant, administrative order (including child support orders), or other legal process which we believe (correctly or otherwise) to be valid. Please understand that such legal process is the result of a third-party undertaking such actions, and we may need to freeze your Account or take the requested action contained in the legal process documents sent to us. We may place a hold on an Account or freeze some or all of the funds in an Account while we investigate the legal issues and take action we deem necessary to comply with same. You consent that we may freeze those funds to conduct an investigation if we deem it appropriate. It is your responsibility to obtain your own attorney to review and protect your rights and to take action to respond to the legal process to obtain the revocation or withdrawal of the legal process provided to us. If we are not fully reimbursed for our record research, photocopying and handling costs by the party that served the legal process, we may charge such costs to your Account, in addition to our minimum legal process fee. You agree to reimburse us for any cost or expense, including attorney fees, which we incur in responding to legal process related to your Accounts. We may not pay interest on any funds we hold or set aside in response to legal process. You agree that we may honor legal process that is served upon us regardless of the method of service or where your Account or records are maintained. If a bankruptcy or similar proceeding is filed by or against any Account owner, we may place an administrative hold on all or part of the Account balance in which that particular Account owner has an interest while we investigate and or pursue any legal action we deem necessary in connection with the bankruptcy filing. Any legal process we receive is subject to our right of setoff and terms of any security interest we have in the Account. If we feel that we need to take actions to freeze an Account, disburse money from an Account, or provide requested documents, it is your responsibility to obtain a court order to stop us from taking the requested actions. Even if a court agrees with your position, we can still undertake our own actions, including possibly interpleading or initiating a similar proceeding or requiring an agreement to be reached by all of the parties or claimants involved in the dispute. Notwithstanding any and all of the above, we may do any of these things without advance notice to you and even if the legal process involves less than all of the owners of an Account. Additionally, legal process served on us will likely cause us to decide that there are conflicting demands or disputes to the funds in the Account, and we can also undertake the other actions identified herein where we are receiving conflicting demands regarding an Account. You agree that we will not be liable to you or to any other person for acting or not acting on any such legal process or for acting or not acting on the directions of any such representative or for placing or not placing temporary or permanent holds, and you indemnify us from and against any and all claims arising from or in any way relating to such action or inaction.

25. Duty of Care. You agree that no special relationship exists between you and us and that we owe you no fiduciary duty or heightened duty of care.

26. Check Cashing. You agree and understand that no checks may be cashed against your Account.

27. Security. It is your responsibility to protect your Account number, PIN code, access code, password, security features, and access devices (e.g., mobile phones, tablets, computers, and security tokens) provided for or used in connection with your Account. Do not discuss, compare, or share information about your Account number or credentials with anyone unless you are willing to give them full use of your money. Do not provide access to any unlocked access device which has access to your Account or FortKnox.Bank app. 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 ACH transfer request. If you furnish such information or access device to another person (for example, a family member, friend, bookkeeper or coworker, etc.) to conduct transactions, you are liable for transactions done by such person, regardless of whether the actions taken by such third party exceed the authority given. 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 precautions in safeguarding your Account information and access devices. Notify us at once if you believe your Account information or access devices have been compromised. You can contact us by calling 1-888-913-8888 or visiting one of our branch locations, a list of which can be found at www.AustinCapitalBank.com. As between you and us, if you are negligent in safeguarding your Account information or access devices, to the maximum extent allowable by applicable law, we may require you to bear the loss entirely yourself or at least share the loss with us. Except for consumer electronic funds transfers subject to Regulation E, or as otherwise prohibited by law, you agree that if we offer you services appropriate for your Account to help identify and limit fraud or other unauthorized transactions against your Account, such as positive pay, soft tokens, physical tokens, or commercially reasonable security procedures, and you reject those services, or do not otherwise obtain said products or services you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services we offered, unless we acted in bad faith or to the extent our negligence caused the loss. If we offered you a commercially reasonable security procedure which you reject, or do not otherwise obtain said products or services, 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.

28. Remotely Created Checks. We do not accept any form of negotiable instruments, including checks, drafts, or remotely created checks for

this Account.

29. Monitoring and Recording Telephone Calls; Consent to Receive Electronic Communications. Unless otherwise prohibited by law, you agree and are aware that we may monitor or record phone calls with you for security reasons, to maintain a record and to ensure that you receive courteous and efficient service, and for various other reasons, you consent in advance to any such recording. We need not remind you of our recording before each phone conversation. You agree and are aware that we and any of our current and former parent(s), subsidiaries, affiliates, employees, officers, directors, agents, controlling persons and representatives, as well as any other person or company who provides any services, and for various other reasons in connection with an Account (each a "Communicator") may monitor and record telephone calls regarding your Account to assure the quality of service or for various other reasons. You also agree that we may record any online sessions you have conducted on our IT systems. Additionally, we may use a digital biometric recording and representation of your voice for authentication of their accounts. You also agree that any Communicator may call you, using an automatic telephone dialing system or otherwise, leave you a voice, prerecorded, or artificial voice message, or send you a text, e-mail, or other electronic message to service your Account, to collect any amounts you may owe under your Account or for other informational purposes related to your Account (each a "Communication"). You agree that any Communicator may call or text you at any telephone number that you provide in connection with your Account, including cellular telephone numbers, and may send an e-mail to any email address that you provide in connection with your Account. You also agree that any Communicator may inadvertently include your personal information in a Communication, and you agree to let us know in writing if this occurs to prevent such future Communications. You agree that we will not charge you for a Communication, but your service provider may. In addition, you understand and agree that any Communicator may always communicate with you in any manner permissible by law that does not require your prior consent. If you wish to revoke your consent to be contacted at any cellular telephone number using an automatic telephone dialing system and/or an artificial or prerecorded message, you must notify us in writing, and call us at 1-888-913-8888, whereby you will identify your name, the Account(s) affected by your notice, and your cellular telephone number(s). You further agree that if you no longer own a cellular telephone number or if you change a residential telephone number to a cellular telephone number, you will notify us immediately by calling the number above and provide written notice to us.

When you give a telephone number directly to us or place a telephone call to us, you consent and authorize us to place calls to you at that number. You understand that a "telephone number" includes, but is not limited to, a cell phone or other wireless device number, and "calls" include, but are not limited to, telephone calls, pre-recorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system from us or our affiliates and agents. As examples, we may place calls to you about fraud alerts, deposit holds, and amounts you owe us (collection calls) on your Accounts. This express consent applies to each telephone number that you provide to us now or in the future and permits such calls regardless of their purpose. Calls and messages may incur charges from your communications provider. You may change or remove any of the telephone numbers or email addresses at any time by calling 1-888-913-8888 or visiting one of our branch locations, a list of which can be found at www.AustinCapitalBank.com. You must also send us a written notice to confirm said information.

In other words, in order to serve you better, and for quality assurance and other purposes, we reserve the right, but are not obligated to, record any customer service communications, including any telephone calls between you and us, and you consent to any recording. You also understand that supervisory personnel may randomly monitor customer service telephone conversations to ensure that you receive accurate, courteous and fair treatment, or for our own business purposes. You also agree that we can record Zoom communications or similar communications, and you consent to voice biometrics and video recordings of all interactions with our website or other video recordings of any kind, unless otherwise prohibited by law.

Consent to Autodialed and Prerecorded Phone Calls and Text Messages; Consent to Fraud Alert Text Messages and Email Communications; Consent to Geo-Location Based Fraud Prevention and Consent to Voice Biometrics and video recordings and video recordings of all interactions with website or other video recordings of any kind. By entering into this Agreement, you agree that you are providing your express consent for us and any of our third-party service providers to call you, text message you, or both at any phone number (including any mobile phone number) you provide to us or any of our third-party service providers using auto-dialed phone calls, prerecorded phone calls, or both for any or all of the following reasons: (i) transactional purposes; (ii) informational purposes; (iii) to provide account alerts; (iv) to provide servicing information; (v) fraud prevention purposes; and (vi) any other purposes provided for in this Agreement or in any other applicable our agreements, including, but not limited to, the our Privacy Policy. If you change any phone number you have provided to us or any of our third-party service providers, for any reason, you agree to immediately notify us to ensure that the above communications are not interrupted or inadvertently delivered to another recipient who may be reassigned your prior phone number. For instructions on how to change your phone number, you may contact our customer service at 1-888-913-8888.

We are committed to providing you with various fraud protection services and tools and hope you utilize same. The capability and availability of these services and tools are constantly evolving. We may in future utilize or offer certain geo-location fraud prevention services. By entering into this Agreement, you understand, agree and expressly consent to our use of your unique mobile device ID, IP address for your laptop or desktop computer, your device's location services, and any security tokens or cookies that we may place on such mobile or other devices, in order to monitor transaction location and activity for our fraud prevention purposes.

30. Unlawful, Illegal, or High-Risk Transactions. You agree that you will not use your Account for any transaction that is illegal in the jurisdiction where the Account is opened, the jurisdictions where you live, the jurisdiction where the transaction is consummated, or in any other jurisdiction affected by the transaction. You agree that it is your responsibility to determine the legality of each of your transactions in all applicable jurisdictions before entering into the transaction. You acknowledge and agree that we have no obligation to monitor, to review, or to evaluate the legality of transactions involving your Account. You also agree that you will not use your Account in connection with any Internet or online gambling transaction, or transactions involving cannabis products, whether or not gambling or cannabis are legal in any applicable jurisdiction. For example, you certify that you will not use your Account or do any banking transactions for any illegal purposes or activity including but not limited to those activities prohibited under applicable federal or state law. You further represent and warrant that all transactions undertaken by you or on your behalf are legal and not in violation of any other laws. To the fullest extent permitted by law, you agree to pay for any item that you authorized, even if the transaction related to that term is determined to be illegal. We also reserve the right to refuse or return any item that we believe is related to an illegal transaction, an internet or online gambling transaction, or a high-risk or otherwise illegal transaction, including, but

not limited to, any transaction presented against your Account that we reasonably believe is related to the purchase, sale or exchange of any decentralized, non-fiat virtual currency, cryptocurrency, or any other digital currency or money that relies on distributed ledger or blockchain technology, and you agree that we shall have no liability to you whether we decline to pay or whether we pay any such item.

More specifically, except as otherwise disclosed in writing to us, you represent that you are not engaged in the production, manufacturing/refinement, distribution or sale of industrial hemp or industrial hemp-derived products (such as products containing CBD oil) that are not classified as Schedule I drugs under the federal Controlled Substances Act. You further represent that, except as otherwise disclosed in writing to us, you do not derive any of your income from entities that are engaged in the production, manufacturing/refinement, distribution or sale of industrial hemp or industrial hemp-derived products (such as products containing CBD oil) that are not classified as Schedule I drugs under the federal Controlled Substances Act, either directly or indirectly (including, but not limited to, rental property income). If you are engaged in any of the activities described above, you must disclose such fact prior to opening your Account with us, we reserve the right to request proof of current certifications or licensing for such activities, as well as any other diligence information that we may reasonably require, and we reserve the right to deny you an Account based on such activity. You also understand and agree that we may terminate your Account immediately if you become engaged in any of the activities described in this paragraph during the course of your relationship with us.

31. Indemnification. In addition to the indemnification protections addressed elsewhere in this Agreement, if we take action in reliance on instructions or orders provided by you or anyone with authority to act on your behalf, or if we take any actions permitted under this Agreement, or if you breach any warranty provided in this Agreement or otherwise provided by law, and we incur any loss, damage, liability, cost or expense (including attorneys' fees and costs), resulting from any demand, action, suit, claim, or proceeding brought or made by any party, you hereby release us from any claims and indemnify and hold us harmless from and against any such liability, loss damage, cost or expense.

Additional General Indemnification. Except as otherwise set forth in this Agreement, you agree to indemnify, defend and hold us harmless from all claims, actions, proceedings, fines, costs and expenses (including without limitation, attorney fees and costs) related to or arising out of: (a) your actions and omissions in connection with your Accounts or our services; and (b) our actions and omissions, provided that they are taken/omitted in accordance with this Agreement or your instructions. This provision shall survive the termination of this Agreement.

32. LIMITATION OF LIABILITY AND OR WAIVER OF RIGHT TO PROCEED AGAINST US FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES. BY ENTERING INTO THIS AGREEMENT, TO THE MAXIMUM EXTENT ALLOWED BY LAW, YOU WAIVE THE RIGHT TO RECOVER, AND AGREE THAT WE SHALL NOT BE LIABLE FOR SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES FOR ANY ACTION OR INACTION ON OUR PART REGARDING YOUR ACCOUNT OR YOUR BANKING RELATIONSHIP WITH US, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU DO NOT AGREE TO THIS TERM, NOTHING PREVENTS YOU FROM CLOSING YOUR ACCOUNT OR ENDING YOUR RELATIONSHIP WITH US. In other words, you expressly agree that damages in respect of any breach or wrongful conduct (whether or not the claim therefore is based on contract, tort, or other duty imposed by law), in connection with, arising out of, or in any way related to the transactions contemplated by this Agreement, or any Accounts, item, or instrument related to this Agreement, or any act or omission or event occurring in connection herewith or therewith will be limited to your or our actual damages and will not include any special, indirect, consequential, or punitive damages.

33. Collection Costs. You are liable for all amounts charged to your Account, including all amounts charged to your Account that cause an overdraft situation. Such amounts will include any amounts caused by debits to your Account, and or any other situations, including an offset (setoff), overdraft situation, lien or other fee or charge situation. If the Bank takes court action or initiates arbitration against you to collect such amounts or undertakes other demands, you will be liable for all costs, charges, and fees, including attorney's fees and costs.

34. ACH Transactions; International ACH Transactions. From time to time, you may be a party to an ACH transaction that may be credited to or charged against your Account. You agree that you are bound by all applicable automated or other clearing house rules and regulations that apply to such transactions. You agree that any ACH transaction that is not originating from or being sent to an approved linked account, subject to our Funds Availability Policy, should be treated as unauthorized and rejected.

35. Force Majeure. We are not liable to you or any other party for loss or damage to you by our failure to perform any obligations to you under the Agreement or applicable law if such failure arises out of or in any way relates to reasons beyond our reasonable control, including, but not limited to, natural disasters, acts of God, pandemics, war, civil unrest, terrorism, internet or telecommunications failures, system failures, computer failures, electrical outages, fire, flood, hurricane, earthquake or other catastrophe.

36. Governing Law. This Agreement is governed by the laws of the State of Texas and by all applicable federal laws, rules, and regulations. We reserve all of our rights with respect to the preemptive effect of any applicable federal laws, rules, or regulations. All rights we have under the Agreement and applicable law are cumulative and not exclusive.

37. Service Charges; Other Charges. You acknowledge that you have been provided our current schedule of service charges and, if applicable, interest rates for your Account. You agree that all service charges and any interest rates applicable to the Account may be changed by us from time to time as set forth in this Agreement or other schedules. You agree that we may debit from your Account, even if your Account is dormant, abandoned, or unclaimed, without any further notice or demand, unless otherwise restricted by all, all service charges applicable to your Account, as well as charges for the purchase of other products or services ordered by you from or through us. You agree that if your Account is closed during a statement cycle, at the time the Account is closed, we may require payment of all service charges not yet posted to your Account for that statement cycle. We shall not be liable for failing to pay any item presented against your Account if the available balance is insufficient to pay the item because of debiting these service and other charges from your Account.

Except as limited by law, you agree to pay us the fees and charges shown in the schedules applicable to your Accounts and for other services we perform. You agree that we may change the fees and charges from time to time and you authorize us to charge your Account for their payment may set the rate of both existing and future fees and charges upon the overall costs of providing Account services, and they need not be based upon the direct cost of providing the particular service involved. We may establish the rate and amount of fees and charges based on profit, competitive position, deterrence of misuse of Account privileges by customers, and our safety and soundness. We will notify you of any changes

as required by law.

As your bank, we will be presented with various transactions to debit from your Account, such as transfers to your linked account that you have authorized. In the event that there are insufficient funds in your Account to pay the transaction, you agree that the other bank can charge you a fee for not having sufficient funds, if applicable. As covered in other portions of this Agreement or in other agreements, we, in our discretion, may or may not ultimately reject or pay the transaction and, regardless if the transaction is paid or not, you may be charged a fee regardless of how we handle the underlying transaction. Please also be aware that when such a transaction is rejected, the other bank may try to submit the transaction again for payment. In other words, we generally do not influence or control the number of times a transaction may be presented for payment. You acknowledge that it benefits you to get transactions paid. You agree that we may charge you a fee for each time a payment is presented regardless if the other bank is intentionally trying to present the transaction on more than one occasion, if applicable. Please be advised that it is not uncommon that a transaction be re-presented two or more times to see if there are sufficient funds to pay same on a different date. Consequently, you agree that, regardless of the number of times the transaction is presented for payment, and regardless of the number of times you do not have sufficient funds in your Account to make the payment, we or the other bank can charge you a fee for each time a payment is presented for payment, if applicable. This provision applies even if the transaction has been converted into an electronic item under applicable law and this fee can be charged multiple times if the original transaction is presented for payment and each additional time that any transaction is presented to the account for payment, and you agree that the bank can charge a fee each time there are insufficient funds in the account each time that the transaction is being presented for payment, if applicable. The bank reminds you that it is your responsibility to make sure you only authorize transactions when you have a sufficient bank balance to pay such amounts.

As more fully discussed in other provisions in your Agreement, if you ever believe that a charge, error, or any other fee or other transaction has been improperly debited out of your Account, you must timely report such alleged improper fee or other transaction out of your Account. If you do not timely report such an error per other provisions of this Agreement, you are prohibited from contesting such a fee or other alleged improper transaction in the future. Your continued use of your Account after being charged a fee is your acknowledgement that the other bank has the right to charge such fees, if applicable.

38. Fort Knox® Funds Availability Policy.

The following items apply to your Account. Fort Knox® Accounts are designed with a heightened focus on security and are not subject to industry standard Funds Availability Policies. Fort Knox Accounts do not accept deposits in the form of cash, checks, drafts, or any other negotiable instrument. This includes, but is not limited to:

- Personal or business checks
- Remotely created checks
- Money orders or cashier's checks
- Traveler's checks

Any attempt to deposit these instruments will be rejected and returned, subject to the terms and conditions of this Agreement.

Deposits to your Account may only be made through the following channels:

1. Electronic Funds Transfer (EFT): Includes ACH deposits and Wire Transfers from verified sources, as determined by us. If a deposit is attempted from a source that has not been verified, it may be rejected at in our sole discretion.
2. Internal Transfers: Transfers between eligible accounts within us as allowed by account agreement.

Your Accounts has two statuses: Protected and Lockdown. The status of your Account will determine certain elements of funds availability.

Default Status:

Your Account is in Protected Status as long as the originally linked and verified external account is properly linked and verified, and no trigger event has occurred.

Lockdown Status:

Your Account may enter Lockdown Status if:

- We are no longer able to monitor the linked external account and/or the link to the external account has been broken for any reason.
- A triggering event has occurred as disclosed on the Protected and Lockdown Status disclosure provided during Account opening.

Funds Availability:

Protected Status:

- Inbound transfers: Funds may be held for up to one (1) business days, with no maximum dollar limit on the amount subject to these holds.
- Account Opening Deposit: Account opening deposits are subject to an automatic five (5) business-day hold
- Linking a new External Account: If you link a new external account within the first sixty (60) days after Account opening, an extended hold of up to sixty (60) days may apply.

Lockdown Status:

- Inbound ACH Transfers: accepted.
- Inbound Wire Transfers: accepted.
- Withdrawals: Not allowed until a valid external account is linked and verified.

Discretionary Holds:

Your Account is subject to stringent security measures to prevent fraud and ensure the integrity of account operations. In certain circumstances, we reserve the right to apply additional holds on deposited funds at its sole discretion. These discretionary holds are implemented to maintain the security and fraud prevention objectives of your Account.

Factors Influencing Discretionary Holds:

1. **Risk Assessment:** We will evaluate the risk associated with each deposit. Factors such as the source of funds, your Account history, and any unusual activity may influence the decision to apply a hold.
2. **Verification Process:** The length of discretionary holds will depend on the time required to verify identity and the authenticity of the deposit. This may include, but is not limited to, verifying external accounts, conducting background checks, and utilizing advanced security features.
3. **Security Features:** We employ a variety of security measures to protect your Account. These measures may necessitate additional holds to ensure that all security protocols are met and that your Account remains secure.

Duration of Discretionary Holds:

- **Extended Holds:** In cases where we determine that further verification is necessary, funds may be held for an extended period. This period will be as long as required to properly verify identity and ensure the legitimacy of the deposit. An initial period may be set at the time a deposit is made. This may be extended or shortened as needed to complete the verification process.
- **Notification:** You will be notified of any discretionary holds applied. The notification will include the reason for the hold and an estimated duration, if available. Additional notice will be provided in the event that a deposit discretionary hold is extended.

Legal Authority and Compliance:

- **Our Sole Discretion:** We retain the legal authority to apply discretionary holds as deemed necessary. This authority is exercised in compliance with applicable laws and regulations to safeguard the interests of both us and you.
- **Agreement Terms:** By maintaining an Account, you agree to the terms and conditions outlined in this Discretionary Holds Policy. This policy is part of your Account Agreement and is designed to uphold the highest standards of security and fraud prevention.

Appeal Process:

- **Review Requests:** You may request a review of discretionary holds by contacting customer service. We will consider such requests and provide a response based on the findings of the review.
- **Resolution:** If the review determines that the hold is no longer necessary, the funds will be released promptly. However, if the hold is upheld, you will be informed of the reasons and any further steps required.

Withdrawal of Funds:

Your Account is a high security account designed to prevent fraud and Account takeover. To inhibit fraud attempts, your Account is designed to make it difficult for money to move out, and the level of difficulty will depend on the status of your Account, the nature of your linked external account, and the parameters and characteristics of the withdrawal request. All withdrawals must be initiated through the Fort Knox app. Any Withdrawals initiated outside of the app, or from an unlinked external account, are not allowed and will be automatically rejected.

Protected Status Withdrawal of Funds:

- If your Account is under Protected Status, then you will be able to withdraw through an ACH Push (initiated through your Account). The maximum amounts allowed can be found on your Truth-In-Savings provided at Account opening.

Lockdown Status Withdrawal of Funds:

- If your Account is under Lockdown Status no withdrawals will be allowed until a new external account is linked and verified.
- Additional transaction limitations can be found on your Truth-In-Savings provided during Account opening.

39. Comparative Negligence Under the UCC. If you timely report unauthorized exceptions or irregularities and if your failure to exercise ordinary care contributes to the forgery or alteration a debit out of your Account for a transaction or exception, which is paid against your Account, you will be precluded from asserting such forgery, alteration or other transaction (and any loss related to same) against us. If we assert such a preclusion, and you establish that our failure to exercise ordinary care on our part contributed to the loss resulting from the payment of the forged or altered debit, the loss shall be allocated between you and us on a comparative basis. In other words, your acts and omissions which contribute to the presentment and payment of any forged or altered debit or loss caused by the transaction will be compared to our acts or omissions to determine who should bear the loss or whether the loss should be allocated between you and us. Notwithstanding this comparative negligence standard, we will not be liable if items are forged or altered so that we could not have detected the forgery or alteration by exercising ordinary care.

40. Severability. If any one or more of the provisions contained in this Agreement is held to be invalid, illegal or unenforceable for any reason, in whole or in part, such holding shall not invalidate or render unenforceable any other provisions of this Agreement. To the extent permitted by applicable law, the parties hereto waive any provision of law which prohibits or renders unenforceable any provision hereof and to the extent that such waiver is not permitted by applicable law, the parties intend that such provision be interpreted as modified to the minimum extent necessary to render such provision enforceable.

41. Systems and Software; Fraud and Loss Prevention; Legal Compliance and Regulations of Rights; Property Branch and ATM code of conduct.

a) Systems and Software. We shall not be responsible to you for any loss or damages suffered by you as a result of the failure of systems and software used by you to interface with our systems and software utilized by you to initiate or process banking transactions, whether such transactions are initiated or processed directly with our systems or through a third-party service provider. You acknowledge that you are solely responsible for the adequacy of systems and software utilized by you to process banking transactions and the ability of such systems and software to do so accurately.

b) Other Fraud and Loss Prevention; Legal Process; Legal Compliance; Reservation of Rights Provisions. Federal law requires us to know our customers. To that end, we reserve the right to inquire about any deposits made, withdrawals from, or other disposition of funds or Account transactions or activity, regarding any or all of your accounts with us, including, but not limited to, the right to contact you directly regarding any account activities. You agree to reasonably cooperate with our customer information program, diligence and monitoring activities. You agree not to use your Account in any illegal activity, including, but not limited to, "restricted transactions" as defined under the Unlawful Internet Gambling Enforcement Act. In order to help us prevent fraud or other loss regarding your Account, you agree to exercise ordinary care to safeguard all Account numbers, Debit Cards, PINs, User IDs, Account statements, access devices, and any other document or instrument that contains or may contain your sensitive financial information or Security Procedures used to access your Account.

If you or your Account becomes involved in a legal process, your use of the Account may be restricted. We shall be entitled to act upon any legal process served upon us which we reasonably believe to be binding, with no liability to you for doing so. We may charge your Account a fee for each legal process. You agree to pay us for fees and expenses (including administrative expenses) that we incur in responding to any legal process related to your Account, such as expenses for research and copying of documents. The fees and expenses may include attorneys' fees. We may deduct these fees and expenses from any of your Accounts without prior notice to you as further described in other sections (including the Right of Setoff Section).

As part of our legal compliance and loss prevention program, if at any time we suspect that your Account may be subject to irregular, unauthorized, fraudulent or illegal or unlawful activities, or when we are presented with or have reasonable grounds to anticipate conflicting instructions regarding your Account or a dispute regarding your Account, we may, in our discretion, place a Hold on some or all of the funds in your Account and in other Accounts you maintain with us, without any liability to you, until such time as we are able to complete our investigation of such suspected activities, conflicting instructions or dispute, or interpleader action with regard to the Account and transactions. In addition, we may also place a Hold on some or all of the funds in your Account, or on particular transactions on your Account, without any liability to you, in accordance with our obligations under Texas Finance Code Chapter 281 ("Protection of Vulnerable Adults from Financial Exploitation") to investigate and report suspected incidents of financial exploitation against "vulnerable adults" as defined under that law, which includes adults who are sixty-five (65) years or older or a person with a disability. We may also block certain transactions that we suspect are illegal, including, but not limited to, transactions in violation of the Unlawful Internet Gambling Enforcement Act. If we do place a Hold on your Account, we may give notice if required by the laws governing your Account. Notice may be made by mail or verbally or provided by other means such as via Online Banking or text alerts as permitted by law or updated balance information. We may not provide this notice to you prior to placing a Hold on your Account(s) if we believe that such notice could result in a security risk to us or to the owner of the funds in the Account. You may contact Customer Service at 1-888-913-8888 with questions about your Account(s).

If we suspect that your Account has been subject to irregular, unauthorized, fraudulent, illegal or unlawful activities, and we notify you regarding such activity, it is strongly advised that you close the affected Account and open a new Account. In addition, we may provide various fraud monitoring products and services that assist in preventing fraudulent activity that we strongly recommend you implement regardless of any suspected irregular or fraudulent activity, and we may also require that you implement specific fraud monitoring products or services in the event that your Account has been compromised due to unauthorized, fraudulent, illegal or unlawful activities. If your Account has been compromised, should you decide against closing an Account as required by us, or if you decide not to implement products or services that are designed to deter fraudulent activity after we have required you to implement such products or services, then to the extent permissible under applicable law, you will be precluded from asserting any claims against us for any subsequent fraudulent activity.

You acknowledge that the terms of the Texas Uniform Commercial Code Section 4.209 pertain to all encoded items. If you encode information on or with respect to an item after issue, you warrant to us, any subsequent collecting bank, and to the payor bank that the information is correctly encoded. After we have made a good faith effort to collect any discrepancies, you agree we may debit your Account for any losses charged to us resulting from encoding errors created by you.

We reserve the right to convert or change your Account type at any time when we consider it appropriate or necessary to do so. For example, we may close, revoke privileges or convert your Account to another type of Account if, based upon our review of your activity, we believe another type of Account would better suit the way you use your Account, if you make frequent transactions on a money market deposit or savings Account, if your Account frequently has debits against uncollected funds, if your Account has excessive deposit activity or if you use a Personal Account for anything other than personal, family or household purposes. If we convert your Account, we will send you information about your new Account. Your continued use of the Account following the effective date for conversion will be deemed to be your acceptance of all terms and conditions applicable to the new Account.

c) Bank Property and Branch Code of Conduct. We take measures to ensure that the properties and branch locations that are owned and

controlled by us (the “Premises”) are safe and secure. However, our customers also have a responsibility to themselves and to others (including our employees) to ensure that everyone who is present on the Premises conducts themselves in a respectful, safe and secure manner to promote a safe and pleasant in-person banking experience. Therefore, all our customers must abide by the our Code of Conduct stated here.

Any customer or visitor violating the Code of Conduct may be asked to immediately cease the conduct in violation of the Code of Conduct or leave the Premises. We may request the assistance of security or law enforcement to the extent we deem necessary or appropriate. In addition, repeated or serious violations of the our Code of Conduct by a customer or individual may result in action against such customer or individual, including, but not limited to, exercising our rights to terminate this Agreement to close a customer’s Account(s), and to the extent we deem necessary or appropriate, exercising our rights under applicable criminal trespassing laws.

- We will not tolerate violence or threats of violence or physical harm in any of our Premises. Any physical or verbal behavior that endangers or harms our employees, other customers, or other visitors to the Premises constitutes a threat and we may, in its discretion, remove the offending individual from the Premises, or may take other actions within our rights, including prosecution.
- Disruptive conduct of any nature by any individual will not be tolerated on the Premises, and such conduct will result in ejection of the disruptive individual from such Premises. We may also exercise our right to deny entry to the Premises to any customer or other person what is identified as being disruptive or a threat to our employees, customers, or others.
- No customer will interfere with the safe operation of any Premises, and all customers must follow our policies and procedures which are designed to ensure the health, safety and welfare of our customers and employees. Our customers must comply with the instructions of our employees, including security and law enforcement personnel.
- Customers must respect our employees, other customers, and others on the Premises. Fighting, vulgar language, harassing others, shouting, spitting, throwing an object, brandishing any type of weapon, or pushing others is prohibited at all times.
- Possession or consumption of alcohol or illegal drugs is prohibited on the Premises, and smoking, including e-cigarettes and vaporizers, are only allowed on the Premises in specially designated areas.
- Flammable liquids, fireworks, or other corrosive items are not allowed on the Premises, and hover boards or electronic scooters are not allowed in the interior of any Premises.
- Congregating or loitering near the entries, exits or ATM machines on the Premises in a way that causes an inconvenience to others or blocks entry, exit or access is prohibited.
- Soliciting money or distributing literature on the Premises is not allowed at any time.

42. Our Commitment to Security. We recognize and respect our customers’ right to privacy and security concerning their financial information. We are committed to maintaining the confidentiality and security of our customers’ financial information, which is consistent with our values and commitment to customer service. As part of our banking services, we employ various authentication technologies for your protection.

a) Debit Card Services. Your Account will not have an associated Debit or ATM card.

b) Austin Capital Bank Online Banking Services. As part of our Online Banking Service, as defined in our Online Banking Agreement, you may use your computer, access device, or mobile device to obtain Account information, make certain funds transfers, and to arrange for payment of bills. These agreements and disclosures contain a description of our Security Procedures for online banking activities. You should know that we employ various security and authentication technologies to ensure that you (an authorized customer) are communicating directly with us. We also employ various security and authentication measures to ensure to you that the device you are connected to for Online or Mobile Banking Services is recognized by us. Such Security Procedures include, but are not limited to, use of customer online banking User IDs, passwords and other additional authentication information that we may require you to provide, in our sole discretion. “Additional Authentication Information,” or “AAI” is information used in conjunction with various online and mobile banking authentication procedures that we may employ, including, but not limited to, security questions and responses and/or use of other hardware-based and software-based security and authentication tools, programs and procedures. You agree to review the Security Procedures, requirements and recommended practices in your applicable agreement and disclosure and any supporting documentation regarding Online Banking Services, which includes Mobile Banking Services.

c) Mobile Device and Wireless Internet Access. To help safeguard against potential unauthorized use of your Account, you should employ reasonable caution when using a mobile phone, mobile device, tablet, wearable device, or wireless internet access to conduct any electronic transactions with us (including, but not limited to, SMS text message transactions). If your use of a mobile phone, mobile device, tablet, wearable device, or wireless internet access is not encrypted, then any confidential Account information contained in such wireless or mobile communications can be intercepted without your knowledge or authorization. In addition, if you use wireless internet access via laptop, personal computer, mobile phone, mobile device, tablet, or wearable device to conduct any online (including mobile) banking activities we provide, you acknowledge that you should conduct wireless internet transactions only over a secured wireless network facility. Although we employs security and authentication procedures for customers using our Online Banking Services (including optional Mobile Banking Services), you acknowledge that you should conduct wireless internet online banking activities only over a secure wireless network to further ensure that your Account information, password, User ID and any AAI cannot be intercepted during transmission over a wireless network without your knowledge or authorization.

43. Additional Terms for Deposit Accounts. From time to time, we may offer or you may open various types of deposit accounts. Each Fort Knox® Account you open is subject to these general terms and conditions and any specific terms and conditions relating to the type of account you open that may be set forth in any applicable agreement or any Schedule. If you open multiple accounts, you may receive Schedule information and certain disclosures for each account, but this Agreement will cover your Fort Knox® Account with us.

Interest. If your Account earns interest, the following information applies:

Payment of Interest – We will pay interest at the annual rate specified on the applicable Schedule, which does not reflect compounding. The Schedule also shows how often we will pay you interest, whether that interest is compounded, how we will calculate the interest we will pay, the balance on which we will pay interest, and any minimum balance requirements and other disclosures as may be required by applicable law. Compounding generally means that interest is being accrued on interest previously earned but not yet paid. Interest may be compounded more frequently than interest is credited to your Account. Interest that has been calculated, but not paid to the Account, is called “accrued unpaid interest.”

Minimum Balance Requirements – The Schedule may specify a minimum balance that you are required to maintain in your Account. If the minimum balance is not maintained as shown on the Schedule, we, at our option, may not pay interest on your Account and/or may charge a fee for that period. You should review any minimum balance requirements on any applicable Schedule(s).

Initial Interest Rate – The “Initial Interest Rate” is the current annual rate of interest that we will pay on the specified balance in your Account. We may pay interest at different rates, depending on the amount deposited and the type of depositor (individual, business, non-profit organization, etc.).

Changes – We have the right to change the rates and fees in accordance with the Schedule. We also reserve the right to change any other term of this Agreement at our sole discretion, but we will make reasonable attempts to notify you of such changes, and for Personal Accounts, we will give any advance notice of any change in the terms of your Account that may be required under applicable banking laws and regulations.

44. Digital Deposits

a) **Limitation on Liability.** You agree that we shall not have any liability for any breach of any representation, warranty or covenant of this Agreement to the extent caused by: (1) the unavailability of the external connection services and other internet network functions for digital deposits; (2) any use of the Digital Deposits by you in a manner not as set forth in this Agreement or the Documentation, or in a manner for which it was not designed, or in combination with systems, products or components not supplied or approved in writing by us; or (3) your use of Processing Software, equipment or other systems not approved or supplied by us. YOU UNDERSTAND AND EXPRESSLY ACKNOWLEDGE AND AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE OR ANTICIPATED PROFITS) OR FOR ANY INDIRECT LOSS THAT YOU MAY INCUR OR SUFFER IN CONNECTION YOUR USE OF DIGITAL DEPOSITS OR OUR TERMINATING YOUR DIGITAL DEPOSITS SERVICES IN ACCORDANCE WITH THIS AGREEMENT.

b) Security Procedures

You agree to the security procedures we use in connection with Digital Deposits. Such Security Procedures are described herein and in Documentation applicable to such services. As part of the Security Procedures, we may employ various authentication technologies, including, but not limited to, use of Online Banking Services user IDs, passwords, and other AAI that we may require you to provide in our sole discretion. We employ various security and authentication technologies to ensure that you are communicating directly with us, and also to ensure that your computer or mobile device is communicating with a legitimate bank computer. You are responsible for the establishment and maintenance of your internal procedures reasonably adapted to ensure the confidentiality and security of Security Procedures. YOU UNDERSTAND AND AGREE THAT YOU WILL BE RESPONSIBLE FOR MAINTAINING SECURITY AND CONTROL OVER ALL USER IDS, PASSWORDS, AND OTHER AAI WE PROVIDE, AND SHALL USE SECURITY FOR SUCH ITEMS COMPARABLE TO THE SECURITY AND CONTROL YOU WOULD USE FOR CASH, BUT IN NO EVENT LESS THAN REASONABLE SECURITY AND CONTROL IN THE CIRCUMSTANCES. If you, as well as your agent or authorized third-parties, have reason to believe that any Security Procedure has or may have become known by unauthorized persons, you must immediately notify us by telephone and confirm such oral notification in writing within twenty-four (24) hours of the oral notification. We will replace the Security Procedures in accordance with our standard security requirements related to Digital Deposits. To the maximum extent permitted by applicable law, you will be solely liable for all transactions initiated before we have received such notification and has had a reasonable opportunity to act on such notification. We reserve the right to change any or all of the Security Procedures offered and/or used at any time by giving oral or written notice to you. You agree that your use of the Digital Deposits after we provide notice of such changes constitutes your acceptance of the new Security Procedures. You acknowledge that the purpose of Security Procedures is to authenticate the identity of the person initiating the action, not to detect errors in any transmission or content. We are not agreeing to any Security Procedures or other procedure for the detection of errors. You represent that for Digital Deposits, you consider the Security Procedures to be commercially reasonable with respect to the size, type, and frequency of deposits you anticipate submitting. With regard to your obtaining Digital Deposits services under this Agreement, you must comply with the personal computer and mobile device hardware, software, and other requirements, as well as applicable Security Procedures, as set forth in this Agreement and as set forth in any Documentation or any supplemental information and/or instructions that we provide. We reserve the right as encryption technology develops to impose further reasonable requirements to maintain the appropriate level of security for Digital Deposits and transactions contemplated hereunder and you agree to abide by such requirements. Furthermore, you understand and acknowledge that if you do not implement and follow your own commercially reasonable hardware, software, physical access, and physical storage Security Procedures regarding any of the data owned by you, which includes such data containing the sensitive personally identifiable information (“PII”) of any individual, the security of your Digital Deposits and/or the data owned by you (including sensitive PII) may be compromised. You understand, acknowledge, and agree that installation, maintenance, and operation of your personal computer or mobile device (hardware and software) and related Security Procedures that you adopt and follow, including, but not limited to, data security protection, firewalls, and anti-virus software, is your sole responsibility, and that you are solely responsible for securing, encrypting, protecting, and otherwise safeguarding the data owned by you. You understand, acknowledge, and agree that we are not responsible for any loss or damages resulting from any errors or failures of your personal computer, mobile device, or data processing systems, including, but not limited to, any personal computer or mobile device virus or malware attack (such as a keystroke logging program or similar malware), any attack by a person attempting or actually gaining unauthorized access to the data owned by you, or any internet-related problems that may be associated with your access and use of our

Digital Deposit. For avoidance of doubt, you understand, acknowledge, and agree that all data you provide to us (including, but not limited to, data retained on any processing equipment, Processing Software, or any other processing equipment or software including your personal computer or mobile device you use in conjunction with Digital Deposits), and all data produced, compiled, or otherwise that we provide to you, in any form or format, is your sole and exclusive property and copies thereof shall be provided to you at your request from time to time and at any time. Once you take possession of data we deliver to you, you retrieve from us, or you retain as a by-product of a transaction between you and us, such data will be solely within your possession and control.

- c) **Termination.** We may, in our sole discretion, terminate your ability to transact Digital Deposits effective immediately if: (1) there is an occurrence of a material change in your Account activity or other risk analysis criteria as determined by us in our sole and absolute discretion; (2) we at any time determine that you do not meet our risk or other qualification requirements; (3) we discover any willful misconduct (including, but not limited to, types of fraudulent activity) on your part or any other party with respect to Electronic Images submitted for deposit by you using our Digital Deposits; (4) you are in default of any terms of this Agreement where such default gives us the right to terminate, immediately or otherwise, or close your Account; (5) you have not used Digital Deposits for a period of time deemed to constitute an inactive service by us (in our sole discretion); or (6) you are in default of any terms of the Agreement or any other agreement with us. In any of these events, you agree that our sole obligation shall be to provide notice of our termination of Digital Deposits to you, and that such notification will be reasonable if it is mailed to your statement mailing address immediately upon termination or if it is delivered in any other manner pursuant to which you have consented to receive notices or disclosures from us.
- d) Either you or we may terminate Digital Deposits, with or without cause, upon thirty (30) calendar days' written notice to the other of its intent to do so, sent to you at your statement address and sent to us at the address provided herein. In the event of termination of Digital Deposits, your rights and responsibilities as well as ours, shall continue through any applicable settlement period, including your responsibility to pay us for Digital Deposits and with respect to transactions processed prior to the effective date of termination. If Digital Deposits are terminated by us, we may accelerate all amounts due and to become due, and you agree to promptly make full payment to us of all amounts due and amounts incurred by you through your use of our Digital Deposits.

45. Electronic Banking Services.

a) **Electronic Funds Transfers Generally.** "Electronic funds transfers" refers to the following activities with respect to a Personal Account: preauthorized withdrawals, use of our 24-hour automated phone system or use of our Online Banking Services. These electronic funds transfers are generally governed by regulations issued by the Federal Reserve Board of Governors. You understand that all electronic funds transfers must originate from an account on which you are an account holder. We reserve the right to refuse the acceptance of any particular transfer for any reason. We are not obligated, however, to pay any overdraft. However, to the extent we decide to pay any overdraft, you authorize us to make transfers and/or advances to your Account(s) if the balance in your Account is at any time insufficient to support any transfers you authorize.

b) **Liability and Errors Relating to Electronic Fund Transfers (applicable only to Personal Accounts).** For information on errors relating to electronic fund transfers (e.g., computer, debit card or ATM transactions) refer to our separate Electronic Fund Transfers Disclosure and the sections on consumer liability and error resolution.

46. **Important Information about Cash Reporting Requirements Under the Bank Secrecy Act.** Austin Capital Bank understands that most cash transactions are legitimate and that our customers are not involved in criminal activities. However, federal laws may require that we obtain specific information from you when conducting certain cash transactions. (Cash consists of currency and coin, both domestic and foreign.)

We cannot facilitate any transactions involving any individuals or entities that are listed on the United States Department of Treasury's Office of Foreign Assets Control's "Specially Designated Nationals and Blocked Persons List." The federal Bank Secrecy Act ("Act") also may require us to report cash transactions of more than \$10,000 to the Internal Revenue Service (IRS). In addition, we may report to the IRS multiple cash transactions which together total more than \$10,000 in any one (1) day.

You acknowledge that we may maintain a log of all sales of bank checks or drafts, cashier's checks, money orders, and certain other products purchased in cash. We may be obligated by federal law to report to applicable government agencies transactions that may be structured with the intent to avoid the reporting requirements, and other transactions that appear to involve illegal activity. You understand and acknowledge that breaking transactions into amounts under any reporting amounts, commonly referred to as structuring, could be a violation of federal law. In order to satisfy the Act's requirements, we may, request certain information about the individual presenting the transaction, as well as the organization or individual for whom the transaction is being conducted. This includes the individual's/organization's full name, permanent street address, Social Security Number, Taxpayer Identification Number, other identification numbers (such as driver's license, ID or passport), date of birth (if applicable), and business, occupation or profession.

In an effort to keep you informed of important regulatory policies and requirements, we are providing you with the following frequently asked questions regarding cash transactions. We value your relationship with us and hope that you find these frequently asked questions about cash reporting requirements helpful. If you have any questions on this or any other regulatory subject, please do not hesitate to call your branch or your banker.

47. **Confidentiality Statement.** We recognize and respect our customers' right to confidentiality. We feel a strong commitment to rigorously safeguard and protect their financial information.

We have established procedures mandating training and education programs to inform all employees of the need to limit access to **customer** records and maintain the confidentiality of these records. Access to individual identifiable records of customers is limited to employees with a valid business reason for such access. We have written procedures for providing and maintaining security for customer data and records. Physical customer records are stored in a secure location and protected by Security Procedures at all times. Strong, robust encryption technologies are used for computer-generated customer data and records. When exchanging customer information with third-party processors, we enter into

confidentiality agreements with respect to customer data. We strive to meet the highest legal and ethical standards in the conduct of our business as allowed by law, observing both the letter and the spirit of the regulations surrounding the confidentiality and security of customer information.

HOW TO CONTACT US: call us at 1-888-913-8888 or write to us at:

Austin Capital Bank, Customer Service
3305 Steck Ave.
Suite 275
Austin, TX 78757

For more information, refer to our written Privacy Policy, which has been separately provided to you.

48. Wire Transfer Agreement. With respect to Wire Transfers or other transfers of funds which are not governed by the Electronic Funds Transfer Act you agree to comply with this Section and any of our Security Procedures designed to verify the authenticity of such Wire Transfers or other transfers. The following provisions set forth your rights and responsibilities with regard to Wire Transfer requests you initiate or receive. Although a Wire Transfer is an electronic payment, it does not process as an ACH Item or an electronic funds transfer item that is subject to the Electronic Funds Transfer Act and its implementing Regulation E. You hereby authorize and request that we make wire or similar transfers of funds from time to time in accordance with the provisions and procedures more fully set forth in other Sections and/or other agreements and documents pertaining to your Account(s) with us.

a) Payment Order. Wire Transfer requests must be completed by you or an authorized representative with respect to your Account(s). Any request by you or an authorized representative for a Wire Transfer of funds, or any amendment or modification to, or cancellation of, that request, or any related instruction, is referred to in this Agreement as a "Payment Order." As used herein, the term "Payment Order" shall be deemed to include a request to transfer funds by wire by means of the Federal Reserve Fedwire[®], through a correspondent bank, the Society for Worldwide Interbank Financial Telecommunication ("SWIFT"), TELEX, computer terminal, or other means. The term shall be deemed not to include transfers made through ACH system within the United States, as defined by NACHA Operating Rules as those rules may be amended from time to time.

b) Authorized Accounts for Wire Transfer Services. You agree that unless otherwise agreed to by you and us in writing, each Account you maintain with us is authorized to transfer and receive funds via wire. You may limit Accounts which are authorized to transfer and receive funds via Wire Transfers by notifying us in writing that such account is not authorized to pay or receive Wire Transfers. Such notice will not be effective until it is acknowledged in writing by us and we have a reasonable time to act thereon.

c) Authorized Agents. You and any authorized representative on your Account(s), are referred to collectively this Section as "Authorized Agents." You represent and warrant to us that each Authorized Agent is authorized by you and on your behalf to initiate and verify Payment Orders. You agree to complete such documentation as we may require in our sole discretion to identify your Authorized Agents. You may change the Authorized Agents from time to time upon prior written notice to us and by completing such documentation as we may require. Any such notices must be expressly acknowledged by us in writing to be effective and such notice will not become effective until we have had a reasonable time to act thereon.

d) Funds Transfer Procedures. Subject to our normal banking hours and other deadlines, whether legal, regulatory, or contractual, you hereby authorize and direct us to make transfers and to act upon any Payment Order upon receipt, whether transmitted in writing, via facsimile transmission, via electronic mail, via telephone, or by any other means. Unless you are otherwise notified in writing, we will receive Payment Orders and incoming Wire Transfers on Business Days between the hours of 8:00 a.m. and 3:00 p.m. Central Time. Wire Transfers must be both received and approved by us prior to the above-stated cutoff in order to be processed on the same Business Date. Any Payment Order received or approved by us after the applicable cutoff time, may be treated as having been received on the next Business Day.

We will use reasonable efforts to execute all Payment Orders received in accordance with this Agreement and by the date designated by you, provided that such Payment Orders are received on the days and during the hours of our operations as set forth above. Notwithstanding the foregoing, you understand and agree that we may not execute a Payment Order immediately on receipt and that there may be some lapse in time between you initiating a Payment Order and us executing it. You agree that we shall have a reasonable amount of time to execute on any Payment Order, including such time as necessary for us to confirm to our satisfaction your compliance with this Agreement and the security procedures described herein.

We will not be deemed to have accepted a Payment Order until such Payment Order is actually executed. For purposes of this Agreement, a Payment Order is deemed executed once we issue an order intended to initiate your Payment Order through a Wire Transfer system. You acknowledge and agree that we may select any intermediary financial institution, system, or means of transmittal to transmit funds, including, but not limited to, the Fedwire[®] Wire Transfer system for the transfer of domestic funds. Furthermore, you acknowledge and agree that our selection may differ from that indicated in your Payment Order. If you request, we will use reasonable efforts to notify you of incoming Wire Transfers, but you agree that we shall have no liability to you of any kind for failing to provide such notice.

You acknowledge and agree that we are not obligated to accept any Payment Order. We may, in our sole discretion, reject a Payment Order for any reason including, but not limited to, any of the following reasons: (i) you fail to submit the Payment Order in sufficient time to meet your requested execution date; (ii) there are insufficient funds in your Account(s) to cover the amount of the Payment Order; (iii) the Payment Order contains incomplete instructions; (iv) we are unable to verify to our satisfaction that the Payment Order has been submitted in accordance with all applicable Security Procedures, including those contained in this Agreement; or (v) you have failed to meet your obligation for payment of fees and charges owed to us under this Agreement or any other Agreement between you and us. In the event a Payment Order is rejected, we will make reasonable efforts to notify you by telephone and, if unable to do so, will notify you in writing (which notice may be provided electronically or through any other manner permissible under applicable law). If we do not receive your corrected Payment Order within five (5) Business Days

from the date the original Payment Order was initiated, we will deem the Payment Order cancelled by you. Funds from incoming transfers will not be deemed collected or credited to the Authorized Accounts or other Accounts you maintain with us until such time as we receive final settlement through the Federal Reserve Bank Wire Transfer system, or otherwise receive payment as provided in the Article 4A of the UCC or other applicable law. You agree that the terms and conditions set forth herein constitute a commercially reasonable method of facilitating Wire Transfers by you.

e) Security Procedures for Wire Transfers and Related Limitation of Liability. YOU AGREE THAT YOU HAVE SOLE RESPONSIBILITY FOR EVALUATING AND APPROVING THE LEVEL OF SECURITY PROCEDURES FOR ISSUING PAYMENT ORDERS GIVEN THE SIZE AND TYPE OF ACCOUNTS YOU MAINTAIN WITH US AND THE SIZE, TYPE, AND FREQUENCY OF TRANSACTIONS YOU INTEND TO MAKE. YOU ALSO AGREE THAT YOU HAVE SOLE RESPONSIBILITY FOR MAINTAINING THE CONFIDENTIALITY, MAINTENANCE, USE OF, CONTROL OVER, AND ACCESS TO, YOUR PASSWORD(S), LOG-IN ID(S), SECURITY TOKENS, PIN(S), PASSCODE(S), AND OTHER PIN(S) AND/OR SECURITY DEVICES OR OTHER INFORMATION THAT WE MAY USE IN OUR SOLE DISCRETION (SUCH AS "CHALLENGE QUESTIONS") TO ATTEMPT TO AUTHENTICATE PAYMENT ORDERS.

You agree to: (1) limit use and access of all access number(s), password(s), log-in ID(s), security tokens, security token serial numbers, PIN(s), passcode(s), and other information intended to authenticate Payment Orders to trusted persons who need such information; (2) instruct such persons that they are not to disclose any access number(s), password(s), log-in ID(s), security tokens, security token serial numbers, PIN(s), passcode(s), or other information intended to authenticate Payment Orders to any other person; and (3) establish and maintain procedures to ensure that all access number(s), password(s), log-in ID(s), security tokens, security token serial numbers, PIN(s), passcode(s), and other information intended to authenticate Payment Orders will be maintained in strictest confidence and to safeguard against unauthorized access thereto.

You agree that each time you initiate a Payment Order, you represent and warrant that, in view of the size and type of your Account(s) and your requirements, (a) the security procedure you have chosen for issuing Payment Orders is a satisfactory method of verifying the authenticity of any Payment Order, and (b) you have in place proper supervision and safeguards to maintain the confidentiality and security of your password(s), log-in ID(s), security tokens and other PIN(s) and/or security devices or other information intended to authenticate Payment Orders.

YOU AGREE THAT TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE WILL NOT BE LIABLE FOR ANY INSTRUCTION, PAYMENT ORDER, AMENDMENT, OR CANCELLATION, OR ANY LOSS ARISING THEREFROM, ERRONEOUSLY TRANSMITTED BY YOU OR ANYONE AUTHORIZED BY YOU HEREUNDER OR CONTAINING AN ERROR IN CONTENT AS PROVIDED BY YOU OR ANYONE AUTHORIZED BY YOU HEREUNDER, REGARDLESS OF WHETHER WE FOLLOWED THE SECURITY PROCEDURES AGREED UPON HEREIN OR ANY APPLICATION HERETO.

Without limiting the foregoing, we may, but are not obligated to, verify the authenticity of a Payment Order. For Payment Orders transmitted via facsimile, via electronic mail, and/or via telephone, prior to accepting any Payment Order over certain amounts, our internal policy may generally require that a call be made to you or other Authorized Agent. However, you acknowledge that our internal policies are only for our internal benefit/protection, and do not create any duties for us.

In the case of a "reoccurring" Payment Order in amounts over certain limits to be determined by us, we may not require a callback or other secondary authentication procedure. For recurring Payment Orders, you may request in writing that we waive any of our normal authentication procedures, and thereby acknowledge and formally accept the risks associated with such a waiver. A Payment Order is "reoccurring" if it contains at least the same beneficiary name, beneficiary Account number, and receiving/beneficiary bank (or final receiving/beneficial bank if an international wire) as was included in a prior outgoing wire request.

For Payment Orders transmitted via our Online Banking System or our Treasury Management Services, as applicable, the access number(s), password(s), log-in ID(s), security tokens, security token serial numbers, PIN(s), passcode(s), or other procedures described in our other agreements with you governing those systems will be required for access. **YOU REPRESENT AND WARRANT THAT, IN YOUR VIEW, THE SECURITY PROCEDURES DESCRIBED IN THIS SECTION ARE A SATISFACTORY AND COMMERCIALY REASONABLE METHOD FOR US TO VERIFY THE AUTHENTICITY OF A PAYMENT ORDER GIVEN THE SIZE AND TYPE OF ACCOUNTS YOU MAINTAIN WITH US AND THE SIZE, TYPE, AND FREQUENCY OF TRANSACTIONS YOU INTEND TO MAKE. YOU AGREE THAT WE SHALL BE CONCLUSIVELY DEEMED TO HAVE DISCHARGED OUR DUTY TO ACT IN GOOD FAITH IF WE HAVE FOLLOWED THE PROCEDURES DESCRIBED IN THIS SECTION (REGARDLESS OF WHETHER OR NOT OUR INTERNAL POLICIES OR PROCEDURES REQUIRE SOMETHING DIFFERENT) AND YOU ASSUME FULL RESPONSIBILITY FOR ALL PAYMENT ORDERS EXECUTED BY US USING THE PROCEDURES DESCRIBED IN THIS SECTION.**

You acknowledge and agree that we have made one or both of our Online Banking with additional Security Procedures available to you to transmit Payment Orders. You further acknowledge and agree that Payment Orders transmitted to us via facsimile, via electronic mail, and via telephone may pose a higher degree of risk than those transmitted to us via our Online Banking Services. **IF AT ANY TIME YOU OR ANY OF YOUR AUTHORIZED AGENTS ELECT TO TRANSMIT A PAYMENT ORDER VIA FACSIMILE, VIA ELECTRONIC MAIL, AND/OR VIA TELEPHONE: (A) YOU REPRESENT AND WARRANT THAT YOU UNDERSTAND THE RISK OF TRANSMITTING PAYMENT ORDERS IN SUCH MANNER AND WITHOUT THE SECURITY PROCEDURES WE MAKE AVAILABLE FOR TRANSMITTING PAYMENT ORDERS ELECTRONICALLY, AND YOU HAVE IN PLACE YOUR OWN SECURITY PROCEDURES THAT YOU DEEM ADEQUATE TO PROTECT YOURSELF AGAINST THE RISK OF LOSS THAT MAY BE ATTRIBUTABLE TO FRAUDULENT OR UNAUTHORIZED PAYMENT ORDERS TRANSMITTED VIA FACSIMILE, VIA ELECTRONIC MAIL, AND/OR VIA TELEPHONE (INCLUDING, BUT NOT LIMITED TO, SECURITY PROCEDURES THAT PREVENT OR REDUCE THE LIKELIHOOD OF ELECTRONIC MAIL COMPROMISE), AND (B) YOU ASSUME ALL RISK AND LIABILITY FOR, AND RELEASE AND HOLD US HARMLESS FROM, ANY AND ALL LOSSES, DAMAGES, COSTS, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) INCURRED AS A RESULT OF OUR HAVING ACCEPTED IN GOOD FAITH ANY PAYMENT ORDER FROM (OR PURPORTING TO BE FROM) YOU TRANSMITTED VIA FACSIMILE, VIA ELECTRONIC MAIL, OR VIA TELEPHONE FROM (OR PURPORTING TO BE FROM) YOU OR ANY OF YOUR AUTHORIZED AGENTS.**

You agree that we have advised you of the possible risks of sending confidential information such as bank account or personally identifying information through unsecure channels such as email or facsimile. You agree that we shall have no responsibility or liability for confidential

information communicated by you to us via unsecure channels.

Without limiting any of the foregoing, we reserve the right, in our sole discretion, to require any of the following additional methods of authentication before we accept or act on any Payment Order: (a) require that a Payment Order be submitted to us in writing, bearing the signature of you or other Authorized Agent, on a form to be provided by us; and/or (b) require that a return call may be made to an Authorized Agent to verify the authenticity of such Payment Order; and/or (c) require authenticating information including such authenticating information as PINs, passwords, or other information (such as "challenge questions") intended to authenticate instructions; and/or (d) require that such other security requirements be met as we deem necessary to authenticate a transaction. You understand and agree that your failure to submit a request to us on our form, to accept a return call, or comply with any other security requirements that we require may result in us rejecting a Payment Order. You further understand and agree that we are not required to do any of the foregoing described in (a)–(d) and the fact that we do not take such action in one case shall not waive our right to take such action in another case, nor the fact that we took such action in one case establish an expectation on your part that we will take such action in the future. You also understand and agree that we may change our Security Procedures or add new requirements at any time, and, upon notice to you, you will comply with such changes.

Regardless of the manner in which a Payment Order is received, on occasion we may mail, email, or facsimile to you at such address and number(s) as you must designate from time to time, other confirmation setting forth the foregoing information regarding a Payment Order. In addition, your periodic statement will also include such information. You may also access your Account details by way of our Online Banking System, and/or our telephone banking services. You agree to examine each electronic message, confirmation, and periodic statement upon receipt and to notify us immediately of any perceived error or other problem regarding any Wire Transfer.

Payment Orders may be subject to other Agreements between us and you (for example, our Online Banking Agreement), and you agree to comply with such other Agreements. You agree that you have been advised of, and will comply with, all Security Procedures set forth in this Agreement and any other applicable Agreement between us and you. You agree that your failure to comply with our Security Procedures in this Agreement and any other applicable Agreement shall result in you being responsible for any liability, loss or damage resulting from such failure.

f) Customer Verification. You agree that we are authorized, but not obligated, to rely upon and act in accordance with any Payment Order or other instruction or communication by facsimile, phone, email, or other electronic transmission (including without limitation any transmission by use of our software or the internet, if applicable) received by us without inquiry on our part as to its accuracy or correctness. You further agree that we may, but are not obligated to, verify the accuracy or correctness of any Payment Order or other instruction or communication you provide us. If we attempt to verify the accuracy or correctness of a Payment Order, or other instruction or communication, and are unable to do so, we may, in our sole discretion, either make the transfer or decline to make the transfer or follow the instructions or decline to follow the instructions. In such event, we shall not be liable to you for any actual loss of any kind or in any amount, provided we have acted in good faith, even if such Payment Order or other instruction or communication contains inaccurate or erroneous information. You acknowledge and agree that you should verbally verify all Payment Orders and other instructions and communications prior the time that you send such Payment Orders to us.

g) Wire Transfer Options. You may initiate Payment Orders on an as-needed basis ("Standard Transfer"). and/or may establish a predetermined, preauthorized schedule of Payment Orders ("Repetitive Transfer"). For Repetitive Transfers, we may require additional documentation and agreements from you, including certain written waivers and indemnities to the extent you request that we waive any of our normal internal security procedures in connection with a Repetitive Wire. Additionally, upon receipt of documentation deemed satisfactory to us in our sole discretion, you may permit third parties to initiate a reverse Wire Transfer with the effect of debiting your Account with us and crediting the third party's Account in accordance with the authorized Payment Order.

h) Account-to-Account Transfers. Your Account-to-Account transfers (i.e., book transfers) also constitute Payment Orders. All Payment Orders initiated by you must be initiated in compliance with our Security Procedures set forth in this and any other applicable agreement between us and you.

i) Wire Transfer Customer Responsibilities. You agree that you have sole responsibility for ensuring the accuracy of any Payment Order. You understand that the numbers assigned to other financial institutions and to the financial Accounts of recipients of transfers (known as beneficiaries) with us and other financial institutions are critical to Payment Orders. **IF ANY PAYMENT ORDER BY YOU DESCRIBES THE INTENDED BENEFICIARY OF FUNDS INCONSISTENTLY BY NAME AND ACCOUNT NUMBER THAT PAYMENT BY THE RECEIVING FINANCIAL INSTITUTION (WHICH MAY BE US) MAY BE MADE ON THE BASIS OF ACCOUNT NUMBER ALONE EVEN IF THAT ACCOUNT IS NOT OWNED BY THE PERSON OR ENTITY NAMED IN THE PAYMENT ORDER. WE WILL NOT BE LIABLE FOR ANY ERRORS OR LOSSES RESULTING FROM ANY ERRORS IN OR CHANGES TO THE BENEFICIARY INFORMATION PROVIDED BY YOU. YOU HEREBY AGREE AND ACKNOWLEDGE THAT WE, THE BENEFICIARY'S FINANCIAL INSTITUTION, AND EVERY INTERMEDIARY FINANCIAL INSTITUTION ARE NOT RESPONSIBLE FOR DETECTING ANY CUSTOMER ERROR CONTAINED IN ANY INDIVIDUAL PAYMENT ORDER.**

If requested, you agree to provide an address of the beneficiary of each requested transaction. You represent and warrant to us that each transfer initiated by you is in compliance with the laws of the United States of America, including, without limitation, economic sanctions administered by the U. S. Officer of Foreign Assets Control ("OFAC") and any other applicable laws.

j) Bank Responsibilities. Our duties and responsibilities with respect to a Payment Order and any Wire Transfer service are limited to those described in this Agreement. Our liability for failure to execute a Payment Order, if any, shall be limited as set forth in this Agreement. We will use ordinary care in performing under this Agreement but will be responsible for any loss sustained by you only to the extent such loss is incurred as a direct result of our gross negligence or willful misconduct. However, in such case, our liability will extend only to the resulting direct loss not to exceed the amount of the disputed transfer and any related fees. Notwithstanding the foregoing, you agree that we will not be responsible for any liability, loss, or damage resulting from: your failure to follow this Agreement or any procedures we require for transmitting Payment Orders, of which we have notified you; or any delay in the performance by us of, or failure to perform, the provisions of this Agreement; or the acts or

omissions of any other person. You further agree that to the fullest extent permitted by law we shall not be liable for any special, indirect, exemplary, or consequential damages, including, but not limited to, lost profits, even if we have been informed of the possibility of such damages.

IN THE EVENT THAT A PAYMENT ORDER IS UNAUTHORIZED BUT EFFECTIVE PURSUANT TO THE SECURITY PROCEDURES AND OTHER PROCEDURES AGREED TO HEREIN, WE ARE ENTITLED TO ENFORCE OR RETAIN PAYMENT FOR THE PAYMENT ORDER FROM YOU UNLESS YOU CAN PROVE THAT THE PAYMENT ORDER WAS NOT CAUSED, DIRECTLY OR INDIRECTLY, BY A PERSON EITHER (I) ENTRUSTED AT ANY TIME WITH DUTIES TO ACT ON YOUR BEHALF WITH RESPECT TO SUCH PAYMENT ORDER OR THE SECURITY PROCEDURES OR OTHER PROCEDURES HEREIN, OR (II) WHO OBTAINED ACCESS TO YOUR TRANSMITTING FACILITIES OR WHO OBTAINED, FROM A SOURCE CONTROLLED BY YOU AND WITHOUT AUTHORITY OF US, INFORMATION FACILITATING A BREACH OF THE PROCEDURES, REGARDLESS OF HOW THE INFORMATION WAS OBTAINED OR WHETHER YOU WERE AT FAULT.

k) Customer Amendment/Cancellation Requests. You acknowledge and agree that you have no right to reverse, amend, adjust, cancel, or revoke a Wire Transfer request after we have executed the Wire Transfer. If you request the reversal, adjustment, amendment, cancellation, or revocation of a Wire Transfer request, we may (but shall not be obligated to) attempt to recover the funds from the transferee using whatever steps we may deem appropriate in our sole discretion. **YOU AGREE TO INDEMNIFY US AND HOLD US HARMLESS AGAINST ANY CLAIM, LOSSES, DAMAGES, COSTS, OR EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) WHICH WE MAY INCUR IN ATTEMPTING TO EFFECT SUCH RECOVERY OF FUNDS. WE MAKE NO REPRESENTATION OR WARRANTY AS TO OUR ABILITY TO REVOKE OR CANCEL A WIRE TRANSFER ONCE MADE.**

l) Foreign Currencies. You agree that if you request a transfer of funds in a currency other than United States dollars, we will convert the currency at our current exchange rate for the specified foreign currency. If any funds are returned to you in a currency other than United States dollars, we will convert the returned foreign currency into United States dollars at its current exchange rate for such currency at the time of the return. If we do not have current exchange rates for the particular foreign currency involved, we will use its best efforts to convert the currency promptly through reasonable commercial and/or banking channels, and you shall pay us a reasonable fee for such services. In no event shall we be liable to you for any losses arising from currency conversions effected by us in good faith within a reasonable time after receiving funds for conversion. Each foreign currency transfer may be executed through a selected correspondent bank of ours. The transfer will be assigned a value date, or date of final credit to beneficiary in accordance with the spot date generally used by the foreign exchange market or such other value date specified by the correspondent bank.

m) Charges and Fees. You agree to pay all charges which we may impose from time to time for following Payment Orders. You shall reimburse us for any out-of-pocket costs incurred by us in carrying out Payment Orders given by an Authorized Agent.

You agree that a funds transfer can also be called a wire transfer and it is generally defined as 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.

If customer is a consumer transferring funds to a foreign destination for person, family or household purposes, then (a) additional disclosures may be provided at the time of transfer; and (b) those additional disclosures may possibly govern over any conflicting provision contained in this agreement.

n) Additional Funds Transfer Provisions. You agree that we have advised you of the possible risks of sending confidential information such as bank account or personally identifying information through unsecure channels such as email or facsimile. You agree that we have no responsibility or liability for confidential information you communicate to us via unsecure channels. You agree to use a two-factor authentication on your emails and agree that this is industry standard for security purposes.

You agree that we have no responsibility or liability for any inaccuracy, interruption or delay in transmission and for claims occasioned by any circumstances beyond our reasonable control.

Contains inaccurate or erroneous information.

Constitutes unauthorized or fraudulent instructions or communications.

Includes instructions to pay money or otherwise debit or credit any account.

Relates to the disposition of any money, securities, or documents.

Purports to bind you to any agreement or other arrangement with us or with other persons or to commit you to any other type of transaction or arrangement.

If customer is a consumer transferring funds to a foreign destination for person, family or household purposes, then (a) additional disclosures may be provided at the time of transfer; and (b) those additional disclosures may possibly govern over any conflicting provision contained in this agreement.

You and we agree that no other security procedures for error detection have been established between them unless confirmed in writing. Customer may add or delete any Security Procedures from time to time, upon written notice to us. Any such notices must be acknowledged by us to be effective. **YOU AGREE AND CONFIRM THAT THE SECURITY PROCEDURES CONSTITUTE A COMMERCIALY REASONABLE METHOD OF PROVIDING SECURITY AGAINST UNAUTHORIZED TRANSFERS.**

You also agree that for this Agreement, the "Security Procedure" means the steps set forth herein or in additional documents or agreements and is intended to be a Security Procedure for verifying the authenticity of transfer requests within the meaning of UCC Article 4A. You agree that, so long as we act in good faith and complies with the Security Procedure, a transfer request will be binding on you, and you will be liable for payment of the transferred amount plus transfer fees, even if the request was not actually initiated or authorized by you. If we do not follow the agreed Security Procedure but can prove the transfer request was originated or made by you or for your benefit, you will still be liable for the transfer amount plus transfer fees. You agree that we may (but have no obligation to) record, electronically or otherwise and without further notice, telephone calls that relate to any transfer request.

You acknowledge that bank fraud can occur as described in this Agreement, and, for example, if your banking information is compromised, an unauthorized transfer could be made

You agree that your role is extremely important in the prevention of wrongful use of your account. If you find that your records and ours disagree or if you suspect any problem or unauthorized activity on your account, call us immediately. We may require written confirmation of your claim, including an affidavit signed by you on a form acceptable to us. You agree that we have a reasonable period of time to investigate the facts and circumstances surrounding any claimed loss and that we have no obligation to credit your account provisionally. Our maximum liability is the lesser of your actual damages proved or the amount of the missing deposit or the forgery, alteration or other unauthorized withdrawal, reduced in all cases by the amount of the loss that could have been avoided by your use of ordinary care.

You agree that 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.

You understand that the numbers assigned to banks and to the accounts of recipients of transfers are critical to the transfer function. If you describe the intended recipient of a transfer, the intended recipient's bank, or any intermediary bank in a transfer request by name and number and makes an error in giving the number, the error may cause that payment to be made through the bank or to the account specified by the number, rather than through the named bank or to the named intended recipient. You agree to be responsible for all errors in assigned account numbers, routing numbers and names provided to Bank by you to the full extent of the amount of the transfer, and any related fees, in any such case. You agree to provide a physical address of the beneficiary of each requested transaction to us upon request. You represent and warrant that each transfer initiated by you is in compliance with the laws of the United States of America, including, without limitation, economic sanctions administered by the United States Treasury Department's Office of Foreign Asset Control (OFAC) and any other applicable laws.

In no event shall Bank be liable to you for any losses arising from currency conversions that we effected by Bank in good faith within a reasonable time after receiving funds for conversion. The transfer will be assigned a value date or date of final credit to beneficiary in accordance with the spot date generally used by the foreign exchange market or such other value date specified by the correspondent bank.

You agree that if we receive an order to pay you, and an error is made and you receive 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, notwithstanding you may have a possible claim to the excess amount against the originator of the order.

You agree that you may receive confirming notification of a transfer after it is made by fax or email, if requested. You are warned that if your computer has been infected, fraudsters could change the information in emails. You will promptly examine any such confirmation notification, and if any discrepancy is detected notify us as soon as possible, but in no event later than seven (7) calendar days after we send the notice.

In general, you are responsible to have your own computer security expert have appropriate systems in place to prevent computer fraud, computer hacking or otherwise allow your banking information to be compromised. You also agree to use a two-factor authentication on your emails. You also agree to perform periodic forensic audits by a reputable computer fraud forensic expert to make sure you have proper computer security protocols and procedures in place. You also agree to these additional security provisions: You also agree to have a forensic examination performed on your account if you suspect fraud has occurred.

(ii) Customer's Data Security Obligations. With regard to obtaining any Services under this Agreement, Customer must comply with the Computer (as defined herein) hardware, software, and Security Procedures requirements as set forth in these General Provisions and/or as set forth in any Service specific provisions or any supplemental information and/or instructions we provide. We reserve the right as encryption technology develops to impose further reasonable requirements to maintain the appropriate level of security for the Services and transactions contemplated hereunder and you agree to abide by such requirements. Furthermore, you understand and acknowledge that if you do not follow commercially reasonable hardware, software, physical access and physical storage security procedures regarding any Customer-owned Data (defined herein), including such data containing the sensitive personally identifiable information ("PII") of any individual, the security of Customer's transactions and/or Customer-owned Data (including sensitive PII) may be compromised. Customer understands, acknowledges and agrees that installation, maintenance and operation of Customer's Computer (hardware and software) and related security procedures, including, but not limited to, data security protection, firewalls and anti-virus software, is the Customer's sole responsibility, and that Customer is solely responsible for securing, encrypting, protecting and otherwise safeguarding the Customer-owned Data.

(iii) Limitation on Liability. Customer understands, acknowledges and agrees that we are not responsible for any loss or damages resulting from any errors or failures of the Customer's Computer or data processing systems, including, but not limited to any computer virus or malware attack (such as a keystroke logging program or similar malware), any attack by a person attempting or actually gaining unauthorized access to Customer-owned Data, or any internet-related problems that may be associated with the Customer's access and use of the Services.

(iv) Serious Potential Threat to Customer; Notification to Us. Customer acknowledges and agrees that the threat of fraud resulting from theft of electronic data is a serious potential threat to Customer and, accordingly, Customer will take all reasonable steps to make certain that its

Computers and data security systems are protected from unauthorized access or use, and in an event of any unauthorized access or use, Customer will take all reasonable steps to immediately inform us of the security breach.

(v) Responsibility for Loss. If, despite Customer efforts, Customer suffers any damage or loss as a result of Customer's failure to comply with its data security obligations, and regardless of whether such damage or loss results from the activities of Customer's employees, agents, subcontractors or any unaffiliated third party, any such loss or damage shall be the sole responsibility of Customer.

You agree that we may change, add or delete any security procedures, from time to time, and upon written notice to Customer, and you agree that in the event there are changes to any security procedures, such changes shall not be effective until such time as they are received and accepted by our Wire Transfer Department.

You agree that compensation, if any, for the loss of interest or use of funds due Customer as a result of our error will be calculated based on the error amount.

You agree that 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 30 days of our notice to you. You agree that we are entitled to reverse such a credit or that you would need to refund such proceeds, if warranted.

You authorize us to record on tape or other device any or all of its telephone conversations with Customer involving any transfer instructions and we may, but are not obligated, to retain such tapes or other devices for a period of time as we may determine.

You agree to pay us for services in accordance with our fee schedule, as amended from time to time, which shall be available to Customer upon request.

You agree that we are under no obligation to comply with any transfer request or make any transfer which would exceed the balance of funds on deposit in your Account. We may, in our sole discretion, permit or refuse to permit such a transaction.

- **Your Duty to Timely Report Errors, Unauthorized Funds or Wire Transfers, Unauthorized Transactions, and Forgeries and/or Any Other Irregularities.** Since you are the person most familiar with your own banking activity, the Bank will be relying on you to review your online information and the periodic statements and confirm whether or not there is possible unauthorized activity. In a situation where alleged unauthorized activity has occurred, the Bank is expecting you to be reviewing your online information and your monthly and/or periodic banking information to try to detect any possible alleged unauthorized activity as early as possible to stop such transactions and to prevent possible new alleged unauthorized activity from occurring. You are the best person to review your current banking records and confirm if transactions are possibly unauthorized. Our records regarding your accounts will be deemed correct unless you timely establish with us that we made an error. It is essential that any account errors of any kind, including missing deposits, improper deposits or credits, unauthorized transactions, alterations, unauthorized wire transfers or other unauthorized funds transfers, unauthorized signatures, unauthorized or forged endorsements, forgeries, encoding errors, disbursements due to oral banking transactions, posting errors (such as debits or credits posted twice, debits posted as credits or credits posted as debits), unauthorized or disputed fees (of any kind), or any other improper transactions or disbursements on your account (collectively referred to as "exceptions") be reported to us as soon as reasonably possible. Otherwise, we may not be liable for the exceptions. If you have online banking, it is your responsibility to monitor transactions at least weekly. You agree that you will carefully examine each account statement or notice you receive and report any exceptions to us promptly after you receive the statement or notice. Again, you also agree that it is your responsibility to inform us in a reasonably prompt manner that you have not received your account statement. You agree to act in a prompt and reasonable manner in reviewing your statement or notice and reporting any exceptions to us. If you do not timely report an exception to us within fifteen (15) days for commercial accounts and thirty (30) days for consumer accounts after we send or otherwise make the statement or notice available to you, you agree that we will not be liable to you for any loss you suffer related to that exception, and that you cannot later dispute the transaction amounts and information contained in the statement. This means that, if you do not promptly report exceptions to us after we send or make the statement or notice available to you, we will not reimburse you for any such disputed amounts or any loss you suffer, including, but not limited to, any amounts lost as a result of paying any unauthorized, forged, or altered item, alleged unauthorized wire transfer of funds, or allegedly improperly paying any other item or exceptions. Except as provided by applicable law, you also agree that we will not be required to reimburse you for any exceptions caused by your own negligence. You also agree to repay us promptly any amount credited to your account in error, and you authorize us to debit your account to obtain payment of any erroneous credit.

- **Mailing and Availability.** Periodic statements and canceled checks, to the extent we have agreed to provide either of them for your account, and written notices of dishonor or return of unpaid deposited items, or any other notice or communication may be mailed to you at the address shown in our records or a forwarding address for you if one is on file with the U.S. Postal Service. However, we will not mail any account information to an address that the U.S. Postal Service has informed us is "undeliverable" or otherwise invalid. We use reasonable efforts to maintain the first statement(s) returned as undeliverable for sixty (60) days, or such longer period of time as may be required by applicable law, after which time we may dispose of the statement and original items. However, we retain printable versions of your account statements for seven (7) years, or longer periods as may be required by applicable law. You agree to give us written notice of any change or your address. Periodic statements and written notices of dishonor or return of unpaid deposited items, or any other notice or communication, may be delivered to you electronically if you have agreed to receive such notices and communications electronically. Notify us promptly if you do not receive your statement by the date you normally would expect to receive it. If you do not contact the Bank and let the Bank know you are not receiving a periodic statement, the Bank will presume that you have received a copy. You agree that it is your responsibility to promptly notify us if you do not receive your monthly statement. We may, but are not required to, change the address for you in our records if the U.S. Postal Service notifies us of a new address for you, and you waive any and all claims against us that arise in connection with any mail forwarded to you or sent to an

address for you supplied to us by the U.S. Postal Service. Any account owner or authorized signer of a joint account may change the mailing address for your account. Notice to any one account owner shall constitute notice to all joint account owners in a joint account.

- We may make statements, canceled checks (if applicable to your account), notices, or other communications available to you by holding all or any of these items for you or delivering all or any of these items to you in accordance with your request or instructions. If we hold statements or notices to you at your request or because you fail to provide us with a current address, they will be deemed delivered to you when they are prepared (for held statements), mailed (for returned mail), or when sent or otherwise made available to you by electronic means. If for any reason you do not get a periodic statement, please contact us to get one.
- If you are a business customer, you have automatically opted into received e-statements. Some other customers no longer want to receive written statements. Some customers may also want to have the statements made available online. It is your responsibility to make sure that you get copies of statements as you want to receive them. If you do not receive copies of statements, it is your responsibility to contact the Bank and obtain copies of same. At a minimum, such statements are available to you at your local branch, and you can request copies of same from your local branch. You can also call your local branch or call the Bank at (888) 913-8888. We want you to have periodic statements delivered or made available to you pursuant to your request. Some statements are made available to customers by sending written statements, and some statements are made available as some customers want to be able to view statements on-line. Other customers have other requests. We want to try to comply with your request in providing you the information in the monthly statements. At the same time, it remains your responsibility to make sure you obtain this information from us, and if you somehow do not receive copies of the monthly and/or periodic statements, please immediately contact us to let us know and make arrangements to obtain copies in the future.
- **Online Access.** Where online access to your Account has generally been made available to you, for purposes of your duty to examine your statements and Account activity and report exceptions, irregularities, errors, discrepancies, or unauthorized items, your statements and items will be deemed "made available" to you the day such items, disputed amounts, or transactions first appear on our online banking services, whether you accessed your Account information via online banking or not, but in any event not later than thirty (30) days after your periodic statement is first made available to you as discussed above.
- **Timely Reporting of any Possible Exceptions, Errors and/or Other Irregularities Should Reduce Possible Future Losses.** As stated herein, you agree to carefully examine each account statement or notice and report any errors, irregularities and/or exceptions to the Bank as quickly as possible. If you do not do so, this could allow additional alleged fraudulent activity to occur on your account. Monitoring your own banking activity will help reduce your exposure to possible future losses. Once a fraudster obtains your banking information, you need to report it as quickly as possible. Plus, you will need to close the account to prevent future unauthorized activity.
- **How to Report Such Possible Exceptions, Errors and/or Other Irregularities.** If you find any unauthorized disbursements, transactions or exceptions, you will need to contact us as soon as possible, and you need to specifically report each and every unauthorized disbursement, transaction or exception. A general reference to fraud is not sufficient. You may be asked to execute a verified claim form or an Affidavit or a similar document for each disputed disbursement, transaction or exception, and it is your obligation to submit such a written verified claim to that Bank. To be clear, you should identify each unauthorized disbursement, transaction or exception, instead of merely making a vague reference to some unauthorized disbursement, transaction or exception. The Bank should receive your documentation within ten (10) days of your notice to us of unauthorized activity. You agree that you will not bring any legal action against the Bank unless and until you have first provided the documents referenced in this Section.
- **When you report unauthorized activity, we recommend that you close your current account and open a new one.** If you do not do so, we are not liable to you for subsequent losses or damages on the account due to forgery, fraud or other unauthorized use. When you open a new account, you may need to notify any third parties that need to know your new account number.
- **You also agree to make a police report and ask for the prosecution of the person responsible for same.** You also agree to cooperate in any investigation, or any legal action instituted against such person. You agree to pursue all rights you may have under any insurance coverage you maintain before making a claim against us in connection with any transaction involving your accounts or your checks or other withdrawal orders, and to provide us with all reasonable information about your coverage, including the name of your insurance carrier, policy number, policy limits and applicable deductibles. Our liability is reduced by the amount of all insurance proceeds you receive or are entitled to receive. At our request, you agree to assign to us your rights under your insurance policy.
- **Additional Verification Services.** Customer acknowledges that customer should orally verify instructions, including all information contained therein before any funds transfer is sent. We may reject any request that does not comply with this Agreement. From time to time, the Bank may offer various services in trying to assist you in detecting bank fraud. You may or may not elect to obtain such additional services, and if you do not contact the Bank to obtain such services and/or you otherwise refuse such services, and if such services could have prevented some or all of possible bank fraud, you agree to not seek to recover such amounts from the Bank. In other words, you will still be allowed to try to seek to recover such amounts from a purported wrongdoer, but you agree you will not seek to recover against the Bank. The Bank also suggests that you obtain insurance to cover yourself against a possible future fraud loss.

If the Bank offers such services, Customer's account-to-account transfers (i.e., book transfers) also constitute transfer requests and are subject to the terms of this Agreement.

Bank may amend this Section of this Agreement from time to time by placing in bank lobbies, on its website, by written or electronic notice to Customer, including via email notices, or via other means. If Customer uses any services provided for by this Section of this Agreement, such use shall be deemed to constitute agreement to the terms of the amendment.

You agree that Customer may not assign this Section of the Agreement without prior written consent of the Bank. Customer's indemnification obligations shall survive termination of this Agreement.

This Section of the Agreement shall remain in force and effect until either party gives written notice to the other party of revocation, which revocation shall be effective upon notification. If you provide such notice, you agree to make no further wire transfer instructions and if more transactions are done, such continued use by the Customer will be deemed as Customer's continuing intentions to be bound by this Agreement, and this Agreement will remain in effect. Cancellation by Customer shall not be effective until acknowledgement of cancellation by the Bank.

By your use of these wire transfer services, you authorize and request the Bank to make future wire transfer(s) of funds in accordance with the provisions and procedures more fully set forth in this Agreement and/or other agreements and documents pertaining to your account(s) with the Bank, including without limitation, the deposit agreement and/or terms and conditions of your Account and all such documents are incorporated by reference into this Agreement as though set out word for word. All of those Agreements may be amended from time to time and your continued use of the Bank's banking services, including funds transfer services, is your continuing agreement to be bound by all such agreements, including any amendments to the above-referenced agreements. Copies of any amendments may be made available at local branches and may be mailed to you, sent to you electronically or in other ways, appear on the Bank's website (or can otherwise be made available). By doing wire transfers, you also hereby agree as follows:

- You agree that a funds transfer can also be called a wire transfer and it is generally defined as 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 acknowledge that you are requesting the wire transfer on deposited funds, and you acknowledge that deposits you have made and/or will make can later be returned, questioned or challenged. Thus, if you decide to transfer funds based on deposited funds, you acknowledge that if checks or other credits are later reversed or debited, the account will be debited for the amount of the check(s) or questioned deposits which may cause the account balance to become overdrawn. You agree that if the Bank has credited your account for any transaction, such payment may be provisional until the Bank receives final settlement for the transaction. If the Bank does not receive final settlement, it is entitled to a refund, and the Bank may charge your account for the amount credited. Even if the Bank receives a final settlement under Reg CC or the UCC, you acknowledge that such a credit can still be reversed for three years or longer if the deposit is later questioned or challenged. YOU AGREE THAT EVEN IF A TELLER OR OTHER BANK EMPLOYEE TELLS YOU THAT A CHECK HAS "CLEARED" OR THAT FUNDS ARE "GOOD" OR MAKES SIMILAR STATEMENTS, THERE ARE MANY TIMES ITEMS CAN STILL BE LEGALLY OR LAWFULLY RETURNED OR CHALLENGED AND THE FUNDS CAN STILL BE DEDUCTED FROM YOUR ACCOUNT.
- You agree that the Bank has advised you of the possible risks of sending confidential information such as bank account or personally identifying information through unsecure channels such as email or facsimile. You agree that the Bank shall have no responsibility or liability for confidential information communicated by you or the Bank via unsecure channels.
- You agree that each time you do a funds transfer, you represent and warrant that, in view of your requirements, the security procedure you have chosen is a satisfactory method of verifying the authenticity of instructions and/or cancellation instructions. You agree the Bank may act on any wire transfer instruction, cancellation instruction, and/or any other instruction.
- You agree that you may receive confirming notification of a transfer after it is made by fax or email, if requested. you acknowledge that you have been warned that if your computer has been infected, fraudsters could change the information in emails. You will promptly examine any such confirmation notification, if any, and if any discrepancy is detected, you will notify the Bank as soon as possible, but no later than 24 hours after the Bank sends the notice.
- You agree that the Bank shall be liable only for matters arising out of or resulting from its own gross negligence or willful misconduct and that the Bank shall have no liability for any direct, indirect, punitive, special, consequential or incidental damages so long as the Bank has acted in good faith. The Bank's responsibility to you will be determined by the Bank's performance or nonperformance of its obligations under the Funds Transfer Authorization Agreement, Deposit Account Terms and Conditions, and/or pursuant to your state's version of the UCC and other applicable law and to correct, at the Bank's expense, any errors directly resulting from the Bank's personnel, computer programs, or malfunction of machines. The Bank shall not be liable for direct, indirect, consequential, or punitive damages of any party. The Bank shall have no liability to third parties for any damages incurred by such parties arising out of the performance or nonperformance of services or transfers under this Agreement and/or other applicable agreements. In addition to other indemnification obligations under this Agreement, you hereby agree to indemnify, defend, protect, and hold harmless the Bank, its shareholders, officers, directors, employees and agents, and each of them, from and against any and all claims, suits, liabilities, and demands, and any and all costs, damages, losses, and expenses of every kind, including but not limited to, interest, penalties, attorneys' fees, accountants' fees, and expert witness fees, and disbursements, known or unknown, contingent or otherwise, arising from or relating to wire transfer requests under this Agreement or the acts, omissions, and representations of you (and those of your employees, agents, and subcontractors) in performing your duties and obligations under this Agreement that constitute a breach of an obligation therein.
- You agree that the Bank shall be under no obligation to comply with any transfer request or make any transfer which would exceed the balance of funds on deposit in your accounts at the Bank, as determined by the Bank, and it is in the Bank's sole discretion to permit or refuse to permit such a transaction.
- You agree that any wire transfer request form merely supplements this agreement or other agreements referenced herein, and these agreements collectively represent the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.
- You authorize the Bank to transfer funds based on the instructions you will provide for which you are responsible for the accuracy. You understand that the beneficiary bank may rely on the account or other identifying number provided even if it does not match the party named in the instructions. You understand that there is no right to cancel or amend the transfer order once transfer has been completed by the Bank. You understand that there is a fee associated with this service which is due at the time of the transfer request (see Banking Services/Fee Schedule). The Bank may credit your account should this transfer be returned or rejected. The credit may not be equal to original amount due to wire fees, expenses of the Bank or other institutions, or other reasons. The Bank will have no obligation to pay interest on any cancelled, returned, or rejected funds transfer order. The Bank is not responsible to any beneficiary or other party as a result of this funds transfer order nor shall the Bank be liable for neglect, misconduct, mistake, or default of another institution or person, including an originator, except as provided in this request form.

49. Additional Provisions Regarding Account Statements and Reporting any Errors or Irregularities of Any Kind. Several sections in this Agreement have specific requirements to report any unauthorized amounts, irregularities, errors, debits, credits, alleged improper or disputed fees of any kind and/or any missing, incorrect or unauthorized transactions of any kind that appear on any periodic statement. For example, you might

choose to have or be required to have E-statements or have services where we hold your statements. However, if you get your statements or have them made available, if you do not timely report any such transactions of any kind, you will be barred from suing us. Simply put, you are responsible for promptly examining your Account statement for each statement period, reviewing all transactions – deposits/credits, checks paid, and other withdrawals/debits – in the Account statement, and reporting to us any irregularities, errors, improper transactions or unauthorized, missing or disputed credits or debits of any kind.

All Account statements will be delivered to you electronically, and you hereby consent to such electronic delivery, unless you notify us in writing of your desire to opt-out of electronic statements. We may charge you a fee if you elect to receive paper statements in lieu of electronic delivery.

The Account statement shall be considered correct for all purposes, and we will not be liable for any payment made and charged to your Account, unless you notify us in writing within certain time limits after the statement is made available to you by mail, sent to you at your statement mailing address, made available to you through E-Notices (if you are enrolled to receive E-Statements and E-Notices), posted in our Online Banking System, or otherwise made available to you. Statements (and any accompanying items) shall be deemed made available to you by mail on the third (3rd) Business Day after the date when we mailed the statement to your statement mailing address, and statements shall be deemed made available to you through E-Statement Delivery (if applicable) on the date when the statement is made available through our Online Banking System. Those time limits are applicable as follows:

Unless a longer time period is required by statute or governmental regulation, such as under Regulation E, and the time period may not be modified by agreement, you must notify us in writing within thirty (30) calendar days after we made the statement available to you by mail, through E-Statement delivery (if applicable) or, if we offer a statement hold service and you have requested us to hold your Account statements (a “Statement Hold Request”) if:

- A transaction listed is one you did not authorize, is altered, or is fraudulent or otherwise is challenged by you for any reason;
- A deposit or other credit is missing from the Account statement;
- A Wire Transfer listed is one you did not authorize, is altered, or is fraudulent or otherwise is challenged by you for any reason;
- Your Account statement contains any other irregularities, errors, improper transactions or unauthorized, missing or disputed credits or debits of any kind; or
- You did not receive your scheduled Account statement.

If you do not comply with any of the above requirements, to the extent that they are applicable to your Account, we are not required to reimburse you for any claimed loss, and you cannot bring any legal claim against us in any way related to the Item or errors. In addition, you must notify us promptly if you do not receive an Account statement. If you fail to notify us of any unauthorized, altered, fraudulent, or missing Item or transaction within the time periods required by this Agreement, and such Account statement lists an unauthorized, altered, or fraudulent Item or transaction or fails to list a deposit, we are not required to reimburse you for unauthorized, altered, fraudulent, or missing Items or transactions by the same person that we pay after that time. Failure to comply with the requirements above may prohibit you from recovering certain funds that were transmitted electronically, and may also preclude us from being able to return ACH transactions in accordance with NACHA Operating Rules and Operating Guidelines.

50. Mobile Banking Services (Mobile App).

Please See our Mobile App Terms and Conditions.

51. Tips for Trying to Prevent Unauthorized Transactions, Disbursements and/or Bank Fraud and Your Duties to Help Prevent Bank Fraud.

- a) Various Tips to Keep Losses from Occurring on Your Account:** There are many things you can do to try to prevent unauthorized activity from occurring on your account. Please store your banking records in a secure place. There are many different bank scams. Educate yourself to be cognizant of not becoming a victim of such scams. If something appears too good to be true, it probably is. Use common sense and be mindful of specific situations. If you see a suspicious character hanging around a bank branch, ask the branch for assistance or call 911. A business should have dual control and have different people conduct different aspects of banking operations. Even if unauthorized activity occurs on your account, if you review your periodic statements, you should be able to quickly detect and report the fraud. If you do not promptly report the fraud, you may be responsible for the unauthorized banking transactions.
- b) Please Obtain Positive Pay, activate a soft token, activate a hard token, or Similar Service to Limit or Prevent Bank Fraud:** As mentioned in other portions of this Agreement, you may request or may be offered various services from time to time. For example, you may request or may be offered a positive pay type of service which is designed to try to prevent bank account fraud, and if you fail to utilize or follow the procedures required for those services or decline to obtain those services, you assume the risk that any items or disbursements presented against your account may be forged, altered, or otherwise fraudulent, and you will be prevented from seeking to recover such a loss to the extent that such services would have prevented such a loss.
- c) Likewise, we may also offer you various security procedures associated with wire transfers, funds transfers, ACH transactions, and similar transactions.** If you decline to obtain such security procedures and as set out for different security procedures, you hereby agree that the security procedures offered by the Bank are deemed to be commercially reasonable, and you agree to be bound by any such payment order or funds transfer executed pursuant to such security procedures that you have selected.
- d) Protecting Your Banking Information:** If customers do not protect their banking information, this could allow unauthorized activity to occur on your account. Consequently, you agree to protect and safeguard your banking information. If you notice missing information or you believe that the security of your banking information is compromised in any manner, you agree to notify us immediately. You acknowledge that the Bank will likely require the immediate closing of any account on which banking information has been compromised. If you fail to properly safeguard your banking information, and such action contributes to unauthorized banking activity and/or possible losses, you agree that you assume the risk of the loss if you fail to exercise ordinary care in safeguarding the banking information.

e) Identity Theft and Account Fraud. You may not realize it, but identity theft is one of the top consumer fraud complaints reported to Federal authorities. The steps outlined below can limit someone's ability to steal your identity.

f) Protect Your Social Security Number; Bank Account Numbers, Credit Card Numbers, Account Passwords, Personal Identification Numbers (PINs), and Other Personal Information. Don't provide financial and other personal information in response to an unsolicited phone call, fax, letter or email no matter how official the request may appear. You should never divulge your social security number, password, or account number unless you initiate the contact with the person or company. This includes email solicitations you may receive for loans, prescription refills, etc. If the person initiating contact with you claims to represent us, a law enforcement agency, Social Security Administration, Internal Revenue Service, or some similar organization and asks you to verify (reveal) confidential information, immediately report the incident to the organization the caller claims to represent.

- Be especially careful with your social security number. Don't carry your social security number in your wallet or purse. Leave it in a secure place. Provide your social security number only when absolutely necessary.
- Never write your PIN on your ATM card or on a piece of paper in your wallet.
- Pre-print as little personal information on your checks as possible and never have your social security number or driver license number pre-printed on your checks.

g) Protecting Your Incoming and Outgoing Mail. Deposit outgoing mail, especially something containing personal financial information or checks, in a U.S. Postal Service's collection box, hand it to a mail carrier, or take it to a local post office instead of leaving it in your doorway or home mailbox.

Promptly remove mail from your mailbox after it has been delivered. If you are going to be traveling out of town, have your mail held at your post office or ask someone you know and trust to collect your mail. Envelopes left in your mailbox may contain checks, credit card applications and other items that can be very valuable to a fraud artist. If you have someone else receiving or collecting your mail, please make sure they are trustworthy and make sure it is promptly delivered to you.

h) Properly Dispose of Items Containing Financial or Personal Information. Thieves known as "dumpster divers" pick through garbage looking for credit card applications and receipts, canceled checks, bank statements, expired charge cards and other documents or information they can use to counterfeit or order new checks and cards. Shred, cut, or tear such items before discarding them. This is especially important for monthly statements, voided checks, unused checks, credit card solicitations and convenience/vacations checks.

i) Pay Attention To Your Bank Statements. Check your bank account statements as soon as they arrive. Contact us immediately if there is a discrepancy or if you notice something suspicious such as an unauthorized withdrawal. Also contact us if your statement doesn't arrive on time as this could be a sign that someone has stolen account information and changed your mailing address.

j) Practice Home Security. Safely store documents that list your social security number, bank statements and similar valuable items. Be extra careful if you have housemates or if you let workers into your home.

k) Promptly Report Stolen or Compromised Information. Identity thieves can use information from credit cards, checks, social security cards, and even health insurance cards in a stolen or lost wallet or purse to establish new accounts in your name. If your wallet or purse is stolen:

- Notify us immediately if your stolen item contained bank account information including your Account number. Close your compromised Account and open a new one.
- File a report with the police immediately. You will want to provide a copy of this report to us as well as your insurance company.
- Report your driver license as missing to the Texas Department of Public Safety.
- Ask the three (3) primary credit bureaus (Equifax, Experian and TransUnion) for copies of your credit reports. Review your reports carefully to make sure no additional fraudulent accounts have been opened in your name or unauthorized changes have been made to your existing accounts. In a few months, order new copies of your credit reports to verify your corrections and changes, and to make sure no new fraudulent activity has occurred.
- Change the locks on your home and car if your keys are lost or stolen.

This is not an exhaustive list and you need to take these and other precautions to prevent bank fraud.

l) Deal Only With Legitimate, Reputable Businesses. Try to do business with companies you already know or that have been recommended. Do your research before giving money or personal information to an unfamiliar merchant (or charity or any other organization). Beware of a letter, phone call, or unsolicited advertisement from an unfamiliar lender or loan broker with what appears to be a fantastic offer.

m) Beware of "Deals" Requiring Money Up-Front. Be skeptical of any offer that is "free" or otherwise hard to believe and that, as a precondition, requires you to pay money (perhaps for a supposed "lee" or "lax") up front. They are likely to be schemes to trick you into sending money or providing bank account information in exchange for promises of goods or services that will never be delivered. Be very hesitant to ever agree to deposit a check and then send all or any portion of such funds to anyone else. Moreover, be very skeptical of any transaction that requires you to wire funds outside of the banking system or outside of the United States.

n) It is our business practice not to solicit customer information over the telephone, by mail, fax or Internet. In the event that you receive a call from someone representing themselves as a banker who asks for personal information such as your account number, social security number, password, PIN, or date of birth, please contact us immediately through our website, by visiting any of our banking offices, or by calling us at (888) 913-8888.

o) Fraudulent Activity. As it pertains to accounts on which there has been reported or perceived fraud, we, in our sole discretion, may choose not to provide account information by phone (balance verification, transaction history, etc.) or perform deposit verification by phone.

p) Acknowledgement of Recommendation of Obtaining Insurance for Possible Future Losses. Bank fraud can happen in many different ways. Some businesses may have an employee that starts misusing banking information and/or doing unauthorized transactions. Sometimes a friend or relative may begin doing transactions on your accounts. Sometimes unknown people will get access to your banking information and begin doing unauthorized transfers. Unfortunately, some of these losses may ultimately be borne by you. However, you may be able to obtain insurance to protect yourself against such possible future losses.

Notwithstanding other fraud issues addressed herein in this Agreement, we remind you to be diligent in the choice of your computer hardware and software. We will not be responsible for any loss or damage suffered by you as a result of the failure of any of your systems and software. You may be using various systems and software to do online banking or to do other transactions with regard to your bank accounts, and you are solely responsible for any loss or damages caused by the failure of your own systems or software utilized by you. We urge you to make sure your computer systems and software are adequate to protect your interests.

In order to further help us prevent fraud or other loss regarding your accounts, you agree to exercise ordinary care in the choice of your vendors and of your equipment. Please safeguard all bank account information including any account checks, ATM cards, debit cards, or other check cards, PINS, user ids, online banking information, account statements and any other documents or information that contain some or all of your confidential banking information. If you entrust your bank information to other people, including vendors and employees, please endeavor to take reasonable steps to safeguard all such materials and make sure that those other people that you entrust with that information also take appropriate steps to safeguard that information.

q) Other Fraud and Fraud Loss Prevention Suggestions.

If you report a possible fraud loss, we will require that you close your account and open a new account. Plus, if you have a change in authorized representative, we may recommend that you close your account and open a new account. If there has been fraud or a forgery or if any account information has been compromised or stolen such as bank check stock, we strongly suggest that your account be closed and a new account be reopened.

As more fully described in the account termination provisions herein, after an account is closed, we have no obligation to accept deposits or pay any outstanding disbursements on that account. In the event that you elect not to open a new account after a possible fraud has occurred on the account, we may mail you a cashier's check for the remaining balance in the account. The closing of the account does not change any obligations you may have with regard to the account if any issues subsequently rise in the future.