

EASY CHECKING ACCOUNT TRUTH IN SAVINGS DISCLOSURE (TISA)

Account Opening Requirements	Minimum Amount to Open	\$100
	Minimum Amount to Get Debit Card	\$100

Account Fees and Rebates	Monthly Service Fee	\$7.00 per month, unless you qualify per statement cycle for the below Monthly Service Fee Waive Reason.
	Monthly Service Fee Waive Reason	This fee will be waived if any ONE of the following conditions are met: - The account has combined deposits in the amount of \$1,500 or more during the statement cycle. - The account owner maintains an aggregate balance of \$2,500 between the average daily balance of all deposit accounts (Checking, Savings, & Money Market) during the statement cycle. - The account owner is a student / minor (age 23 or younger) - The account owner is a young adult (age 29 or younger) - The account owner is age 65 or older - The account owner is actively employed (employment verification required) by a school district, private / charter, or university; must be a primary school (K-12) or higher education - The account owner is active or retired military (verification required)
	ATM Service Fee	- Withdrawal, Transfer, Inquiry at our ATM – NO FEE - Withdrawal, Transfer, Inquiry at an ATM we do not own - \$2.00 - This \$2.00 fee is in addition to the service fee charge at the terminal.
	ATM Service Fee Reimbursements	You may receive a reimbursement of up to \$6.00 / statement cycle of Non-Extraco ATM fees.
	Account Closure Fee	If account is open for less than 180 days a \$50.00 closing fee will be charged to the account.

Interest Rate and Annual Percentage Yield (APY)	Basic Interest Rate / APY	The interest rate for this account is 0.05% with an APY of 0.05% on balances greater than or equal to \$5,000.00 .
	Additional Interest Information	- Interest compounds monthly and will be credited to your account monthly. - If the account is closed before interest is deposited, you will not receive the interest. - Interest accrues on the business day the Bank receives the credit for a non-cash deposit, such as a check. - The daily balance method is used to calculate interest on this account: - This method applies a daily rate to the principal amount (not interest earned). - The daily balance used is the collected balance.
	Change in Rates	Interest Rate / APY can change without notice at any time and at Bank's discretion.
	Interest Rate Limits	There are no maximum or minimum interest rates on this account.

Transaction Limitations	Daily ATM Transaction Limit	Up to \$1,000 can be withdrawn at an ATM per business day.
	Daily Debit Card Transaction Limit	Up to \$2,500 in total purchases can be made per business day.
	Daily/ Monthly Mobile Deposit Limits	Subject to Approval: Please contact your Relationship Banker or call 1.866.EXTRACO for your specific limits.

Bank Statements	Delivery of Statement	You have two options: E-Statements (Electronic Delivery) – FREE To accept electronic delivery, you must: - Have access to a computer or other device with internet connectivity, sufficient storage space, internet browser capable of 128-bit encryption, software that can view PDFs, and a valid E-Mail address. - Enroll by clicking the "E-Statements" tab within eBank and completing the process. Mail Delivery of Paper Statements - \$5.00 per statement cycle - This is the default setting - Qualification for waiver of paper statement fee: - Up to age 23 and age 65 or older
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Other: Mortgage Incentive Bonus Qualifications	\$500 Mortgage Account Incentive Bonus	To qualify for the bonus, you must: - Must be an existing mortgage customer that does not have an existing deposit account at Extraco to qualify for incentive. - Must present mortgage incentive certificate at time of account opening in order to receive \$500 bonus incentive. Mortgage incentive certificate offer expires 6 months from date certificate is sent. - Direct Deposit greater than or equal to \$1,000 within statement cycle.
Mortgage Incentive Bonus Additional Information	Additional information	- Extraco Banks will pay the incentive by depositing the \$500 incentive bonus into your Extraco Checking account after 60 days of opening an account (Once direct deposit of \$1,000 has been verified). - The incentive bonus amount is considered interest and will be reported on IRS Form 1099-INT. - The bonus may not be combined with any other offer. - One incentive per household - This account waives the monthly service fee buy-downs and offers you a service fee waived account; however, all fees listed in the General Service Fee document still apply. - All other Terms and Conditions of Extraco products apply.

Overdraft Transaction Definition	An overdraft transaction is when you use Overdraft Protection to pay for a purchase or withdrawal because there isn't enough money in your account. An item that has not been previously paid on your account could be presented again for payment. The subsequent re-presentation of an item could result in additional non-sufficient funds or return item fee(s) on your account.
Overdraft Transaction Coverage	- We do not guarantee that we'll pay overdrafts. - This service is at our discretion. If we don't pay, the transaction is declined. - Overdraft fees will be counted against the overdraft dollar limit.
Standard Overdraft Practices	<u>We authorize and pay the following types of transactions:</u> - Checks and other transactions using your checking account number: - Automatic bill pays - Checks converted to an electronic transaction by a merchant or business - Recurring debit card transactions <u>We do not authorize and pay the following transactions:</u> (unless you ask us to)
Overdraft Item Fee	Under the Standard Overdraft Practices: - A fee of \$35 will be charged for each overdraft the Bank pays. - We charge for no more than 4 overdraft fees per day. - Overdraft Protection Sweep Fee (per sweep) is \$10.00. - Link your checking account to a savings account
Overdraft Protection Options	Overdraft Protection is provided to cover occasional overdrafts, <u>not routine or intentional overdrafts or as a line-of-credit</u>. The Bank offers other products for such purposes. \$101 in Overdraft Protection - No minimum requirements to qualify \$500 in Overdraft Protection - Must have at least \$500 in deposits within statement cycle to qualify
Overdraft Protection Termination	- If the account remains negative longer than one business day every 30 days. - If, in our opinion, overdrafts occur more than just occasionally or by accident. - Overdraft Protection is used as a line-of-credit. - If deemed appropriate for any other reason at our sole discretion.
NSF/Return Item Transaction Definition	An NSF/Return Item transaction is when a transaction is presented for payment and your account has a negative balance or there isn't enough money to cover the full cost. The transaction may be paid and a fee charged, such as an authorized recurring payment on a debit card like Netflix, which the Bank cannot decline. Or the transaction may not be paid and a fee charged, such as a returned check. This fee applies to items created by check, in-person withdrawal, ATM withdrawal, or other electronic means.
Return Item Fee/NSF Item Fee	- A fee of \$35 will be charged per NSF/Return Item transaction. - Excessive NSF/Return Item activity can lead to account closure at Bank's discretion.

PLEASE SEE FEE SCHEDULE FOR ADDITIONAL FEES AND CHARGES

PLEASE SEE ACCOUNT AGREEMENT FOR ADDITIONAL TERMS

GENERAL SERVICES FEE SCHEDULE

Account Fees	Transaction Fee on Money Market or Savings	Due to Exceeding Bank Policy Limits - \$15.00 / ea
	Account Conversion to Money Market or Savings	Due to Exceeding Bank Policy Limits - \$15.00 / ea
	Early Account Closure (by customer)	\$50.00 if account open less than 180 days (6 months)
	Early Account Closure (by Extraco – no account activity in) 10 months	\$35 fee; If Account Balance is under \$35 the fee is the remaining balance and the account is closed.
	Account Research	Research: \$25.00 per hour; 1 hour minimum
	Overdrawn Balance Interest Fee (no ODP)	18% Annually
	Non-Sufficient Funds (NSF) Fee	\$35.00
	Overdraft Fee	\$35.00
	Return Item Fee	\$35.00
	Sweep Fee	\$10.00
	Stop Payment	\$35.00
	Telephone Transfer	\$0.99 per Transfer between Accounts
	Wire Transfers – Incoming	No Fee
	Wire Transfers – Outgoing Domestic	\$20.00 per Wire
	Wire Transfers – Outgoing International	\$50.00 per Wire
Bank Statement Fees	Delivery of Statements	E-Statements (Electronic Delivery) – FREE Mail Delivery of paper statement – \$5.00 per statement cycle • This is the default setting • Qualification for waiver of paper statement fee: ○ Up to age 24 and age 65 or older
	Returned Undeliverable	\$5.00 per Statement for 2 statement cycles; \$5.00 per month after first 2 statement cycles
	Special Handling / Hold	\$5.00 per Statement
	Special Cut-Off	\$5.00 per Statement Cycle
	Statements Archived to Device	\$25.00 Minimum; quote available upon request
Cash & Coin Fees	Change Orders – Extraco Customer	FREE
	Change Orders – Non- Customer	Service not available
	Self-Service Coin Machine Coin Exchange (Extraco Customer)	FREE
	Self-Service Coin Machine Coin Exchange (Non- Customer)	5% of Total Amount



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GENERAL SERVICES FEE SCHEDULE (Cont.)

Check Fees	Cashier's Checks (customers only)	\$5.00
	Check Cashing- Extraco Customer	- Extraco Check: FREE - Third Party Check: \$5.00
	Check Cashing- Non Customer	- Extraco Check: FREE - Third Party Check: Service not available
	Personalized Temporary Checks	\$8.00 for 4 checks

Debit Card & ATM Fees	Replacement Card	FREE
	Withdrawal, Transfer or Inquiry at Extraco ATMs	No Fee
	Withdrawal, Transfer or Inquiry at non-Extraco ATMs	\$2.00; plus whatever fees are associated with the ATM being used
	POS (Point of Sale) Transaction	No Fee

Misc. Consumer, Commercial, and Small Business Fees	Collections – Incoming/Outgoing	\$20.00
	Collections – International	\$25.00
	Collections – Late Trust Receipts	\$5.00 per Day
	Deposited Item Returned	\$10.00
	Deposit Slips	Based on Type Ordered
	Inactivity Fee (Notification sent at 10 months)	Accounts become inactive when there is no customer driven deposit or withdrawal for a period of 12 months. - No Charge for checking and money market accounts with account balances over \$35 \$35 for checking and money market accounts with account balances of \$35 or less
	International Checks Deposited – Adjustments	\$4.00
	Legal Process (garnishment, tax levy, etc.)	\$100.00 per process
	Night Deposit Lock Bag	\$20.00 annual fee per bag
	Night Deposit Zipper Bag, Non-Locking	\$5.00 annual fee per bag
	Night Depository Key (replacement)	\$5.00

Safe Deposit Box Fees	2x5	\$45.00 Annually
	3x5	\$45.00 Annually
	4x10 (short boxes)	\$45.00 Annually
	3x10	\$70.00 Annually
	4x10	\$70.00 Annually
	5x10	\$110.00 Annually
	6x10	\$110.00 Annually
	7x10	\$110.00 Annually
	10x10	\$110.00 Annually
	10x15	\$110.00 Annually
	14x15	\$160.00 Annually
	15 1/2x15	\$160.00 Annually



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GENERAL SERVICES FEE SCHEDULE (Cont.)

Safe Deposit Box Fees (continued)	10x42 Locker	\$265.00 Annually
	15x29 Locker	\$265.00 Annually
	15x30 Locker	\$265.00 Annually
	16x31 Locker	\$265.00 Annually
	15x59 Locker	\$265.00 Annually
	Lost Key	\$40.00 per Key
	Drill Box	Current Locksmith Fee

EXTRACO BANKS DISCLOSURE SUMMARY

Account Disclosure

The Truth in Savings Agreement [TISA] contains account specific information such as interest rate information, overdraft information, service charge, and other helpful topics.

Online Banking Agreement

Extraco eBank Services

- Extraco Banks will provide the login codes. If the services are not used for 6 months, the service may be deactivated.

Bill Payment Services

- May be deactivated if not used for 3 months.

Mobile Phone Banking Services

- Customer must be enrolled in eBank services to use Mobile Phone Banking.
- May be deactivated if not used for 3 months.

SMS Text Message Alert Services

- Standard text message rates apply.

Login Codes, Identification Numbers and Passwords

- Extraco Banks assigns login codes, ID numbers, and passwords. The customer agrees that e-copies of communication are valid.
- Customer agrees that login codes authenticate and validate the directions given just as a signature would.

Amendment to this Agreement

- Extraco Banks may amend the terms of this agreement and the disclosures by providing notice to the Customer.

Disclosure

- Customer consents to receiving electronic account records and statements, including the Electronic Transfer Disclosure. The consent applies to all categories of electronic services. Consent can be withdrawn, but a document fee may be incurred for paper copies. (Disclosures are free of charge). To withdraw consent, call 1.866.EXTRACO (398.7226).

FUNDS AVAILABILITY POLICY

Determining the Availability of your Deposit

- The delay depends on the type of deposit.

Availability Schedule

- The policy is to make the funds available by the first business day after the deposit; however, some exceptions apply.
- For ACH direct deposits, the funds will be made available the same day.

Holds on Other Funds for Check Cashing

- If Extraco Banks cashes a check drawn on another financial institution, Extraco Banks may hold the funds in your account until the time the funds cashed would have been available.

Holds on Other Funds in Another Account

- If Extraco Banks cashes a check for you that is drawn on another financial institution, Extraco Banks may make the funds available immediately, but delay the availability of funds from another account.

Longer Delays may Apply

- Depending on the type of check deposited, funds may not be made available until the second business day. The first \$225 will be made available on the first business day.
- If the funds will not be available according to the schedule, Extraco Banks will notify you immediately, as well as tell you when the funds will be available.
- If this action is taken later, Extraco Banks will mail you the notice.
- Funds from a check may be delayed for longer time periods for the following reasons:
 - Extraco Banks believes the deposited check will not be paid.
 - Deposited checks totaling more than \$5,525.
 - You redeposit a check that was returned unpaid.
 - If you have overdrawn your account repeatedly for the past 6 months.
 - An emergency situation that prevents Extraco Banks from making the funds available to you.

Special Rules for new Accounts

As a new customer, special rules may apply during the first 30 days and your funds may be placed on hold.

- Direct Deposits will be available the day the deposit is received.
- Cash, wire transfers, and the first \$5,525 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state, and local government checks **will be available on the first business day after the deposit if the deposit meets certain conditions.**
- The excess over \$5,525 will be available on the **7th business day** after the day of your deposit. If the deposit is not made in person to one of our employees, the first \$5,525 will not be available until the **2nd business day** after the day of deposit.

Deposits at ATMs

- Deposits made before the close of business on a business day will be considered made that day. If made after business hours or on a non-business day, Extraco Banks will consider the deposit made on Extraco Banks' next business day.

ELECTRONIC FUNDS TRANSFERS

Business Days and Hours Regarding Deposits

- If the request is received before 6:00 p.m. CST on a business day, that is the day of the deposit. If after 6:00 p.m. CST, on a weekend, or on a State/Federal holiday, the next business day will be the deposit date.
- Your Liability – Tell us at once that your card or PIN has been lost or stolen.
- In case of errors or questions regarding electronic disclosures, contact Customer Care immediately.

This document does not represent the entirety of your contract with Extraco Banks. All documents received in either print or electronic format represent the full and binding contract with Extraco Banks. For more information, please refer to the full text of the Disclosures and Term & Conditions.

EXTRACO BANKS DISCLOSURE SUMMARY (CONT.)

Error Reporting Timeframes

- After contacting Extraco Banks, the results of an investigation will be available within 5 business days or 20 days for new accounts.
- If additional time is needed, Extraco Banks may take up to 45 days (90 days for new accounts).
- If so, Extraco Banks will credit the amount in error. If written complaint is requested and you do not comply, we may not credit the account.

Transfer types and Limitations

- You may use your card and/or code/PIN to Withdraw Funds, Pay for Purchases, Transfer Funds, Obtain Balances, etc.

Mobile Deposit and ATM Deposit Limitations

- Deposit feature is subject to approval; please refer to the Truth in Savings Disclosure (TISA) for specific limits.

Frequency of Transfer Limitations

- Bank policy limits the number of transfers from money market and savings accounts.
 - Transfers to other accounts by means other than in-branch will result in a \$15 fee for transfers over 6 transfers per statement cycle.

Limitations on Dollar Amounts of Transfers

- Please refer to the Truth in Savings Disclosure (TISA) for daily limitations regarding use of your Debit Card at ATMs or Point of Sale.

Fees per Transfer

- Refer to General Services Fee Schedule for applicable fees
- May also be charged by the ATM operator
- May be charged a fee from operator or network for inquiry.
- 1% fee will be charged for international debit card transactions.

Overdraft Charges – Refer to the TISA and General Services Fee Schedule

Periodic Statements

- Customer will receive a monthly statement. If no Savings activity occurs then you will receive only a quarterly statement for the Savings account.

Disclosure of Information to Third Parties

Extraco Banks will disclose information to third parties about your account or your transfers:

- If necessary to complete the transfer
- In order to verify your account
- In order to comply with Government or Court Orders
- As authorized by law
- If you give us written permission or consent.

DEBIT CARD PRECAUTIONS

Included in your documents is a sheet with rules of thumb when using your Debit Card or accessing an Extraco Banks ATM.

GENERAL SERVICES FEE SCHEDULE

The main account specific fees are covered in the TISA. However, please review the General Services Fee Schedule.

CARD SWAP

When you receive a replacement debit card, you are able to update your debit card information for subscriptions, streaming services, shopping sites and more.

WIRE TRANSFER TERMS & CONDITIONS

The availability of sending wire transfers out of your account are subject to approval. Please ask your account officer if you are interested in being able to send wire transfers. Refer to the wire transfer terms and conditions for more information regarding initiating wire transfers from your account.

PRIVACY POLICY

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. The personal information Extraco Banks collects and shares depends on the product or service. Extraco Banks does not sell your information and we use security to protect your personal information from unauthorized access and use.

TERMS AND CONDITIONS

Everything in your terms and conditions has been covered in the account opening or is located in the disclosures provided to you. However, these items may not have been covered:

- Notice of Negative Information – Extraco Banks will report Negative Information to a consumer reporting agency.
- No Waiver – any failure on our part to exercise a right in the contract does not preclude our right to exercise it in the future.
- Item Processing Order – Extraco Banks may process checks and other items in any order.
- Notices – You are responsible for notifying Extraco Banks of any address or name changes, the deaths of account holders or other information affecting your account. Notice MUST be in writing.

EXTRACO eBANK ONLINE BANKING AGREEMENT

In consideration of Extraco Banks, N.A. ("Extraco Banks" or "Bank"), issuing Login Codes, Passwords, PINS, and/or other access codes for the purpose of accessing accounts with Extraco Banks, Customer agrees to the terms and conditions of this Agreement and the Electronic Funds Transfer Disclosure (the "Disclosure") herein incorporated, and any other terms and conditions as from time to time may be provided.

Extraco eBank services: If approved for this service, Bank will provide Login Codes to be used in connection with checking and savings accounts with the Bank. Such Login Codes may be used to access checking and savings accounts as explained below under *Transfer types and limitations* in the Disclosure, to: (a) transfer funds between checking and savings accounts; (b) obtain balances of checking and savings accounts; (c) obtain transaction histories on checking and savings accounts; and d) deactivate a compromised debit card (collectively, the "eBank Services"). Access to loan accounts may be established upon request. Except as may be indicated elsewhere, Extraco does not charge for the eBank Services listed above. If eBank Services are not utilized for a period of six (6) months, Bank may deactivate services without notice.

Bill Payment services: If approved for this service, Bank will arrange to provide Login Codes that will enable the customer to initiate and authorize payments or place a stop order on an initiated and authorized payment to third parties from a primary checking account designated for this purpose ("Bill Payment Services"). Customer's liability, Bank's liability, and other applicable terms and conditions are set forth in the Disclosure. Except as may be indicated elsewhere, Bank does not charge for the Bill Payment Services listed above. If Bill Payment Services are not utilized for a period of three (3) months, Bank may deactivate services without notice.

Mobile Phone Banking services: *Customer must be enrolled in Extraco eBank Services to use Mobile Phone Banking Services.* If approved for this service, Bank will provide Login Codes to be used in connection with accessing checking and savings accounts with the Bank via a mobile telephone. Such Login Codes may be used to access checking and savings as explained below under *Transfer types and limitations* in the Disclosure, to: (a) transfer funds between checking and savings accounts; (b) obtain balances of checking and savings accounts; (c) obtain transaction histories on checking and savings accounts; (d) utilize the Bill Payment Services; and (e) deposit funds to checking and savings accounts using the Extraco Mobile Deposit Capture Service more fully described in the Mobile Deposit Capture Addendum hereto (collectively, the Mobile Phone Banking Services"). Except as may be indicated elsewhere, Bank does not charge for the Mobile Phone Banking Services listed above. Extraco is not liable for any 3rd party fees generated from use of its Mobile Phone Banking services. **Standard data rates apply.** If Mobile Phone Banking Services are not utilized for a period of three (3) months, Bank may deactivate services without notice.

SMS Text Message Alert services: If approved for this service, Bank will provide a toll-free telephone number and / or a web site address to be used in connection with accessing checking and savings account information with the Bank via a wireless telephone device. Such phone numbers and / or web site addresses may be used to access checking and savings as explained below under *Transfer types and limitations* in the Disclosure, to: (a) obtain balances of checking and savings accounts; (b) obtain transaction histories on checking and savings accounts. Except as may be indicated elsewhere, Bank does not charge for the SMS text message alert services listed above. Extraco is not liable for any 3rd party fees generated from use of its SMS text message alert services. **Standard text message rates apply.**

Bank-to-Bank Transfer services: If applicable and if approved for this service, Extraco Banks will provide Login Codes to be used in connection with checking and savings accounts with the Bank. Such Login Codes may be used to access checking and savings accounts as explained below under *Transfer types and limitations* in the Disclosure, to transfer funds between checking and savings accounts at this Bank and accounts customer owns at other financial institutions. Customer's liability, Extraco Banks' liability, and other applicable terms and conditions are set forth in the Disclosure.

Login codes, identification numbers, and passwords: Bank assigns Login Codes, and Identification Numbers, and Passwords. Customer agrees that electronic copies of communications are valid and agrees not to contest their validity without proof of tampering. Customer agrees that using Login Codes to access accounts will authenticate and validate the directions given just as customer's actual signature will authenticate and validate directions given to Extraco.

EXTRACO eBANK ONLINE BANKING AGREEMENT

It is acknowledged that Login Codes and Identification Codes are confidential and that they are a security method by which Extraco is helping to maintain the security of customer accounts. Additionally, Extraco utilizes Multi-Factor Authentication, which strengthens the safeguards in place at login by requiring additional steps to verify your identity. Therefore, CUSTOMER AGREES TO PROTECT LOGIN CODES, IDENTIFICATION NUMBERS, AND/OR PASSWORDS AND NOT DIVULGE THEM TO OTHERS. CUSTOMER AGREES TO NOT USE THE "REMEMBER ME" FEATURE FOUND ON INTERNET BROWSERS TO REMEMBER LOGIN CODES, IDENTIFICATION NUMBERS, AND/OR PASSWORDS. CUSTOMER AGREES THAT IF LOGIN CODES, IDENTIFICATION NUMBERS, AND/OR PASSWORDS ARE MADE AVAILABLE BY CUSTOMER TO ANOTHER PARTY, CUSTOMER IS AUTHORIZING THE OTHER PARTY TO ACT ON BEHALF OF THE CUSTOMER FOR WHICH THE CUSTOMER IS RESPONSIBLE.

Malware Liability: Customer assumes all risks associated with the use of Extraco eBank Services and Mobile Phone Banking Services, including any risk of damage to customer's personal or business computer, mobile phone, software or data due to any virus, software, or any other file or code which might be transmitted or activated via Extraco eBank Services and Mobile Phone Banking Services, or customer's access to said services.

Amendments to this agreement: Customer agrees that from time to time, Bank may amend or change the terms of this Agreement and the incorporated Disclosure by providing notice in the manner prescribed and required by law.

Disclosure: Customer consents to receiving electronically--in lieu of written paper documents--applicable consumer disclosures, account records, and statements including the following "Electronic Fund Transfers" disclosure. **This consent will apply to all categories of electronic services that may be provided or made available electronically by Extraco.** This consent may be withdrawn at any time and a paper copy obtained of any electronically provided record, statement, or consumer disclosure. A fee may be charged for paper copies of records or statements. Copies of consumer disclosures provided without charge. To withdraw consent or obtain a paper copy, call toll free 1.866.EXTRACO.

To receive electronic statements via email, customers must have software that provides the ability to view files in the Portable Document Format ("PDF"), such as Adobe Acrobat Reader® (available for free at <http://www.adobe.com/>). There are not any software/hardware requirements to access and retain records, statements, or disclosures from our eBank Service; they are in HTML format, and through an Internet browser may be printed or retained in an HTML or text file on customer's personal computer. If unable to access, retain, and print any record, statement or consumer disclosure that is provided electronically, call toll free 1.866.EXTRACO.

ELECTRONIC FUND TRANSFERS

Business days: For purposes of these disclosures, our business days are Monday through Friday, excluding Holidays. *If we receive an internal transfer request on or before 6:00 p.m. Central Standard Time on a business day we are open, we will consider that day to be the day of deposit. If we receive an internal transfer request after 6:00 p.m. Central Standard Time or on a weekend or a state or federal holiday, we will consider that the deposit was made on the next business day.*

Your liability: Tell us AT ONCE if you believe your card and or code/PIN has been lost or stolen. Telephoning is the best way of keeping your possible losses down. During business hours, contact Customer Care at one of the numbers listed at the end of this disclosure. If you're an online banking subscriber, you may deactivate a card at any time using the Options feature on eBank. Phone24 also allows 24/7 card deactivation by dialing any of the Phone24 numbers at the end of this disclosure.

You could lose all the money in your account (plus your maximum overdraft protection coverage). If you tell us within two business days, you can lose no more than \$50 if someone used your code/PIN without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of your code/PIN, and we can prove we could have stopped someone from using your card and or code/PIN without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

You will not be liable for any unauthorized transaction using your lost or stolen DISCOVER®-branded debit card unless you have been grossly negligent or have engaged in fraud. This additional limit on your liability does not apply to ATM transactions, PIN transactions not processed by DISCOVER®, or certain commercial card transactions.

When you use your debit card at a merchant that settles in currency other than US dollars, the charge will be converted into the US dollar amount. The currency conversion rate used to determine the transaction amount in US dollars is a rate selected by DISCOVER® from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate DISCOVER® itself receives, or the government-mandated rate in effect for the applicable central processing date, in each instance, plus or minus any adjustment determined by the issuer. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date of the posting date.

If you believe your card and or code/PIN has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call, write, or email Customer Care at the contact information provided at the end of this disclosure.

In case of errors or questions about your electronic transfers: Call, write, or email Customer Care at the contact information listed at the end of this disclosure as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- Tell us your name and account number (if any).
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will tell you the results of our investigation within 10 business days (5 business days for our DISCOVER®-branded debit card point-of-sale transactions and 20 business days if the transaction involved a new account) after we hear from you and will correct any error promptly. An account is considered a new account for 30 days after opening if you are a new customer. If we need more time, however, we may take up to 45 days (90 days if the transaction involved a new account, a point-of-sale transaction, or a foreign-initiated transaction) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (5 business days for our DISCOVER®-branded debit card point-of-sale transactions and 20 business days if the transaction involved a new account) for the amount you think is in error, so that you will have the use of the money during the time

ELECTRONIC FUND TRANSFERS (CONT.)

it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. An account is considered a new account for the first 30 days after opening, unless you already have an established account with us. We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

Our liability: If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough money in your account to make the transfer.
- If the transfer would go over the credit limit on your overdraft line.
- If the ATM where you are making the transfer does not have enough cash.
- If the terminal/system was not working properly and you knew about the breakdown when you started the transfer.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- There may be other exceptions stated in our agreement with you.

Transfer types and limitations:

Debit card: You may use your card and or code/PIN to: withdraw cash from your checking or savings account; make deposits to your checking or savings account; pay for purchases at places that have agreed to accept the card and or code/PIN; transfer funds between your checking and savings accounts whenever you request; obtain the balances of your checking and saving accounts; obtain transaction histories on your checking and saving accounts; pay bills directly from your checking account in the amounts and on the days you request; arrange for certain direct deposits to be credited to your checking or saving accounts.

Electronic check conversion: You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases and/or pay bills. You may authorize a merchant to convert a check and initiate an electronic funds transfer for payment to the merchant. You may also authorize a merchant to initiate an electronic funds transfer to collect a charge in the event a check is returned for non-sufficient funds.

E-banking (includes internet and mobile banking): You may use online banking to transfer funds between your checking and savings accounts; obtain the balances of your checking and savings accounts; obtain transaction histories on your checking and savings accounts; pay bills directly from your checking or savings accounts; you may initiate customer to customer payments; initiate external transfers; initiate external wire transfers for accredited users; and/or pay your loan payment at Extraco Banks. Using mobile banking you may also make a mobile deposit to your account (subject to limitations under Mobile Deposit and ATM Deposit limitations below). Please refer to the Online Banking Agreement for more information.

Phone 24: You may use Phone 24 to transfer funds between your checking and savings accounts; obtain the balances of your checking and savings accounts; obtain transaction histories on your checking and savings accounts; and/or pay your loan payment at Extraco Banks.

Some of these services may not apply to your account, may not be available at all terminals, and/or may not be available for all accounts or accessible through all cards and or codes/PINS.

Mobile Deposit and ATM Deposit limitations: The mobile and iTM features are subject to approval. Please contact your Relationship Banker or call 1.866.EXTRACO for your specific limits. Your ability to use your mobile phone to make deposits will be based on the Transaction Limitation section described in the Truth in Savings Disclosure (TISA). If you have any questions, please call 1.866.EXTRACO.

Bank-to-Bank Transfer services: If applicable and if approved for this service, Extraco Banks will provide Login Codes to be used in connection with checking and savings accounts with the Bank. Such Login Codes may be used to access checking and savings accounts as explained above under *Transfer types and limitations* in the Disclosure, to transfer funds between checking and savings accounts at this Bank and accounts customer owns at other financial institutions. Customer's liability, Extraco Banks' liability, and other applicable terms and conditions are set forth in the Disclosure.

Frequency of transfer limitations: Bank policy limits the number of transfers of certain types from money market and savings accounts. Transfers to another account or to third parties by preauthorized, telephonic or electronic agreements, orders or instructions, or by check, draft, debit card, or similar order are limited to six per account per statement cycle. In person or ATM transactions do not count toward these limitations. Transfer limits may apply to this service. Please refer to the Truth in Savings Disclosure (TISA) or call 1.866.EXTRACO for details.

Limitations on dollar amounts of transfers: Please refer to the Truth in Savings Disclosure (TISA) for daily limitations regarding use of your Debit Card at ATMs or Point of Sale.

ELECTRONIC FUND TRANSFERS (CONT.)

Fees

Per transfer charge: You will be charged for each transfer you make using ATMs we do not own pursuant to the General Services Fee Schedule. If you use an ATM machine not owned by us, you may be charged a fee by the ATM operator or any network used and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer. A fee of 1% of the transaction amount will be charged for international debit card transactions. There is no charge per transfer for E-Bank customers using our Internet Bill Pay Service. Please refer to the General Services Fee Schedule for fees that apply.

Overdraft coverage: If you have opted to allow for Overdraft Coverage on ATM and everyday DEBIT CARD purchases, you will be charged the fee as outlined in the General Services Fee Schedule per overdraft transaction that is authorized and paid by Extraco.

Fixed charge: No charge for our Internet Bill Pay service customers.

Documentation

Terminal transfers. You can get a receipt when you make any transfer to or from your account using one of our ATMs or point of sale terminals.

Preauthorized credits. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, there are three ways to find out whether the deposit has been made: 1) If you're an online banking subscriber, you may check your current transactions on eBank; 2) You can call Phone24 24/7 by dialing any of the Phone24 numbers listed at the end of this disclosure; or 3) During regular business hours you can contact Customer Care at any of the numbers listed at the end of this disclosure.

Periodic statements. You will get a monthly account statement for your checking accounts. You will get a monthly statement for your savings accounts unless there are no transfers in a particular month. In any case you will get the statement at least quarterly. If you're an online banking subscriber, you may check your current statements on eBank, or you may sign up to receive your banking statements via electronic delivery.

Preauthorized Payments

Right to stop payment and procedure for doing so. If you have told us in advance to make regular payments out of your account, you can stop any of these payments. You can call, email or write to Customer Care at the contact information listed at the end of this disclosure in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. Please refer to our separate fee schedule for the amount we will charge you for each stop-payment order you give.

Notice of varying amounts: If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

Liability for failure to stop payment of preauthorized transfer: If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

Disclosure of information to third parties:

We will disclose information to third parties about your account or the transfers you make:

- Where it is necessary for completing transfers;
- In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
- In order to comply with government agency or court orders;
- As authorized by law; or
- If you give us your written permission or otherwise consent to the disclosure.

Contact Information

You may contact Extraco through any of the means listed below:

AddressP.O. Box 6101, Temple, TX 76503-6101

Emailcustomer care@extracobanks.com

Temple Region254.774.5501 Customer Care | 254.774.5502 Phone24®

Waco Region.....254.761.2001 Customer Care | 254.761.2002 Phone24®

Killeen Region254.200.3601 Customer Care | 254.200.3602 Phone24®

Toll Free.....1.866.EXTRACO

DEBIT CARD INFORMATION AND ATM PRECAUTIONS

Debit Card

Even though it looks like a credit card, what you're holding is your new Extraco Banks Debit Card.

Use it as a plastic check

Use it worldwide anywhere DISCOVER® is accepted like: Restaurants, Grocery Stores, Gas Stations, and Retail Outlets to name a few.

Use it as an ATM card

Use it just as you would an ATM card to make deposits at Extraco iTM's, cash withdrawals, account transfers, inquiries, etc. Card usage is subject to the terms of your account agreement.

How to use

1. Instead of writing a check, present this card at any business that accepts DISCOVER®.
2. Select Credit and sign for your purchase; or select Debit and enter the assigned Personal Identification Number (PIN).
3. The merchant will verify your checking account balance.
4. Accept your receipt when the transaction is approved.
5. Record the transaction in your checkbook register.

So it works like a credit card, but the money for the purchase actually comes out of your checking account!

Contact us

Address Post Office Box 6101, Temple, TX 76503-6101

Email CustomerCare@extracobanks.com

Toll Free 1.866.EXTRACO

Phone24® ... 1.800.522.3972

ATM Safety Precautions:

Extraco is pleased to provide iTM and ATM services for your convenience. Please take the following precautions when using these types of facilities.

- Protect your card as you would cash. Always keep it in a safe place.
- Do not lend your card to anyone.
- Do not share your PIN (personal identification number) with anyone. Do not keep your PIN in a wallet, purse, glove box, or other common target for a thief. Never let anyone use your card or enter your PIN for you.
- Do not give out any information about your card or PIN over the phone. No one needs to know anything about your card, not even the bank.
- If possible, only use ATMs during the day. If you must use an ATM at night, use facilities that are well lit and in high traffic areas. If possible, take someone with you.
- Do not leave your receipt at or near an ATM as it may contain important account transaction information.
- Save all receipts and compare them to your online banking and / or bank statement as a guard against card fraud.
- Do not leave your card at an ATM. Should you do so, or you discover that your card is missing or has been stolen, contact Customer Care at 1.866.EXTRACO immediately. You may refer to the Electronic Funds Transfer Disclosure for more information.
- We want your trip to an Extraco iTM or ATM facility to be a safe one. Please let us know if you notice any problems such as burned out lights or damage. Immediately report any suspicious activity to both local law enforcement (dial 9-1-1) and to Customer Care at 1.866.EXTRACO.

When using a walk-up ATM

- Do not count your money at the machine. Promptly pocket your cash, card and receipt. Wait until you are safely inside your car or home before counting your money.
- It is a good idea to use your body as a shield when entering your PIN if others are waiting behind you.
- Be aware of your surroundings. If you notice any suspicious activity, cancel your transaction, retrieve your card and leave immediately.
- Do not accept help from strangers while at an iTM/ATM.

When using a drive-thru ATM

- Keep your car running, the windows up and the doors locked. Do not lower the driver's side window until you're ready to begin your transaction.
- Do not accept help from strangers.

WHAT YOU NEED TO KNOW ABOUT OVERDRAFT & FEES

An **overdraft** occurs when you do not have enough money in your account to cover a transaction, but we pay it anyway. We can cover your overdrafts in two different ways:

- We have standard overdraft practices that come with your account.
- We also offer overdraft protection plans, such as a link to a savings account, which may be less expensive than our standard overdraft practices. To learn more, speak with an Extraco relationship manager today.

This notice explains our standard overdraft practices.

What are the standard overdraft practices that come with my account?

We do authorize and pay overdrafts for the following types of transactions:

- Checks and other transactions made using your checking account number.
- Automatic bill payments.
- Checks converted to an electronic (ACH) transaction by the merchant or business.
- Recurring debit card transactions

We do not authorize and pay overdrafts for the following types of transactions, unless you ask us to (see below):

- ATM transactions.
- Everydaydebit card transactions.

We pay overdrafts at our discretion, which means we do not guarantee that we will always authorize and pay any type of transaction.

If we do not authorize and pay an overdraft, your transaction will be declined.

What fees will be charged if Extraco Banks pays my overdraft?

Under our standard overdraft practices:

- We will charge you a fee of up to **\$35** each time we pay an overdraft.
- The total overdraft fees we will charge you for overdrawing your account will not exceed 4 overdraft fees per day.

What if I want Extraco Banks to authorize and pay overdrafts on my ATM and everyday debit card transactions?

If you also want us to authorize and pay overdrafts on ATM and everyday debit card transactions, please let us know:

1) By mail — complete this form and mail to:

Extraco Banks, Attn: CIF, P.O. Box 6101, Temple, TX, 76503-6101.

2) By phone — 1.866.EXTRACO

3) In person — at the nearest Extraco Banks

What if I would like to change my Overdraft Protection Coverage?

If you would like to revoke your consent to allow Overdraft Protection Coverage on your Extraco Check24 Debit Card transactions and/or Cash24 ATM withdrawals, please let us know:

1) By mail — complete this form and mail to:

Extraco Banks, Attn: CIF, P.O. Box 6101, Temple, TX, 76503-6101.

2) By phone — 1.866.EXTRACO

3) In person — at the nearest Extraco Banks

You have the right to revoke your consent at any time.

_____ I do not want Extraco Banks to authorize and pay overdrafts on my ATM and everyday DEBIT CARD transactions.

_____ I want Extraco Banks to authorize and pay overdrafts on my ATM and everyday DEBIT CARD transactions

Signature: _____

Printed Name: _____

Date: _____ Account Number(s): _____

FUNDS AVAILABILITY POLICY

PURPOSE OF THIS DISCLOSURE

The information here describes our policy of holding deposited items in an account before funds are made available to you for withdrawal. For purposes of this disclosure, the terms "you"/"your" refer to the customer and the terms "our"/"we"/"us" refer to the Bank. The term "account" includes any demand deposit, negotiable order of withdrawal account, savings deposit, money market account or other non-time deposit account.

DETERMINING THE AVAILABILITY OF YOUR DEPOSIT

The length of the delay varies depending on the type of deposit and is explained below. When we delay your ability to withdraw funds from a deposit, you may not withdraw the funds in cash, and we will not pay checks you have written on your account by using these funds. Even after we have made funds available to you and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

When we delay your ability to withdraw funds, the length of the delay is counted in Business Days from the day of your deposit. The term "Business Day" means any day other than a Saturday, Sunday or federally declared legal holiday, and the term "Banking Day" means that part of any Business Day on which we are open to the public for carrying on substantially all of our banking functions.

If you make a deposit before the close of business on a Business Day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after the close of business or on a day that we are not open, we will consider the deposit made on the next Business Day we are open.

AVAILABILITY SCHEDULE

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

HOLDS ON OTHER FUNDS FOR CHECK CASHING

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

HOLDS ON OTHER FUNDS IN ANOTHER ACCOUNT

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

LONGER DELAYS MAY APPLY

In some cases, we will not make all of the funds that you deposit by check available to you according to the previously stated availability schedule. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$225.00 of your deposits, however, will be available on the first business day.

If we are not going to make all of the funds from your deposit available to you according to the previously stated availability schedule, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

Funds you deposit by check may be delayed for a longer period under the following circumstances: (a) if we believe a check you deposit will not be paid; (b) if you deposit checks totaling more than \$5,525 on any one day; (c) if you redeposit a check that has been returned unpaid; (d) if you have overdrawn your account repeatedly in the last six months; or (e) if an emergency condition arises that would not enable us to make the funds available to you, such as the failure of computer or communications equipment. We will notify you if we delay your availability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit.

FUNDS AVAILABILITY POLICY (CONT.)

SPECIAL RULES FOR NEW ACCOUNTS

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

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

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

DEPOSITS AT AUTOMATED TELLER MACHINES

If you make a deposit at an automated teller machine (ATM) that is owned and operated by us before the close of business on a Business Day that we are open, we will consider the deposit made that day. However, if you make a deposit at an ATM that is owned and operated by us after the close of business or on a day that we are not open, we will consider the deposit made on the next Business Day we are open.

We only allow deposits to be made at ATMs that we own or operate. All ATMs that we own or operate are identified as our machine.



Extraco
Banks.

Let's Build
Some Dreams™

CARD SWAP TERMS AND CONDITIONS

The following terms and conditions (the "Terms of Service") constitute a binding agreement between you and Extraco Banks and its licensors (collectively "We", "Us" or "Our") with respect to your use of the CardSwap software (the "Software"), and the Payment Card Service, "CardSwap" (as defined in Section 5.1 below) (collectively the "Services"). By accessing or using the Services in any manner, you (A) ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO THESE TERMS OF SERVICE AND OUR PRIVACY POLICY <https://www.extracobanks.com/personal/privacy-policy> WHICH IS INCORPORATED HEREIN BY REFERENCE, and (B) affirm that you are at least 18 years of age (or have reached the age of majority in the jurisdiction where you reside) or a Joint Owner/Signer on a minor account at Extraco Banks. IF YOU DO NOT AGREE TO THESE TERMS OF SERVICE OR OUR PRIVACY POLICY, DO NOT USE THE SERVICES.

Changes to Terms of Service. We may revise and update these Terms of Service from time to time in Our sole discretion. All changes are effective when they are posted and apply to all access to and use of the Services thereafter. Your continued use of the Services following the posting of revised Terms of Service means that you accept and agree to the changes.

Scope of and Restrictions on Use. Subject to these Terms of Service, We grant you a limited, non-exclusive, non-transferable, non-sub-licensable, revocable license to access and use the Services for your personal, non-commercial use. Except as otherwise provided in these Terms of Service, the Software may not be copied, downloaded, or stored in a retrieval system for any other purpose, nor may it be redistributed, reused, or modified for any purpose.

You agree not to:

- collect information from the Services using an automated software tool or manually on a mass basis;
- use automated means to access the Services, or gain unauthorized access to the Services or to any account or computer system connected to the Services;
- obtain, or attempt to obtain, access to areas of the Services or Our systems that are not intended for access by you;
- "flood" the Services with requests or otherwise overburden, disrupt, or harm the Services or Our systems;
- restrict or inhibit other users from accessing or using the Services;
- modify or delete any copyright, trademark, or other proprietary rights notices that appear in the Software; or
- access or use the Services for any unlawful purpose or otherwise beyond the scope of the rights granted herein.

If you download the Software, you further agree not to:

- copy the Software
- modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Software;
- reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Software or any part thereof;
- rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software or any features or functionality of the Software to any third party for any reason, including by making the Software available on a

network where it is capable of being accessed by more than one device at any time; or

- remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the Software.

Ownership. The Services and the Content are licensed or owned by Us and Our licensors and are protected under copyright, trademark, and other applicable United States and international laws and treaties. Without limiting the foregoing, the trademarks, service marks, and logos displayed in the Software are registered and unregistered marks of Ours and Our licensors. The Software is licensed, not sold, to you. You acknowledge and agree that, as between you and Us, We are and shall remain the sole owner of the Services, including, without limitation, all patents, copyrights, trademarks, trade secrets, and other intellectual property and proprietary rights therein and thereto.

Account Registration and Security. Access to and use of certain Services may require you to register for an account. You agree to provide true, accurate, current, and complete information about yourself as prompted by the applicable registration or log-in form, and you are responsible for keeping such information up to date. You are responsible and liable for all activities conducted through your account, regardless of who conducts those activities. You are responsible for maintaining the confidentiality of your account information, including your username and password. You agree to immediately notify Us of any unauthorized use of your account, or any other breach of security. We are not liable for any loss or damage arising from your failure to protect your username or password.

Payment Card Service

Description. We provide a Card Payment Service ("CardSwap") that allows you to link your Extraco Bank's Consumer or Business Debit Card to certain third-party service providers ("Payees") by accessing your accounts on such Payees' websites and online services ("Payee Sites") via the Card Payment Service. The Card Payment Service allows you to add or swap your payment card used to make payments thereby making payments from a single funding account, as that term is defined in Funding Accounts Section below.

Payee Account Information. In order to use "CardSwap", you will need to link your Debit or Credit Card on Payee Sites to "CardSwap" by providing Us with the information necessary to access such accounts (such as account usernames and passwords) ("Payee Account Information"). You hereby authorize Us to use and store your Payee Account Information and to access your accounts on Payee Sites to provide "CardSwap" Service to you and to configure "CardSwap" so that it is compatible with the applicable Payee Sites. You represent and warrant to Us that you are the legal owner of any accounts on Payee Sites that you access via "CardSwap" and that you have the authority to allow Us to access your accounts using your Payee Account Information on your behalf.

Funding Accounts. If you use "CardSwap", payments will be paid using funds from your Extraco Banks Checking Account linked to your Consumer or Business Debit Card. (each, a "Funding Account"). By initiating a payment through "CardSwap", you authorize Us to charge the Funding Account linked to your Payment card(s) that you designate to pay such bill. You represent and warrant that you have the right to authorize Us to

This document does not represent the entirety of your contract with Extraco Banks. All documents received in either print or electronic format represent the full and binding contract with Extraco Banks. For more information, please refer to the full text of the Disclosures and Term & Conditions.

CARD SWAP TERMS AND CONDITIONS (CONT.)

charge the Funding Account for payments you initiate using "CardSwap". You agree to maintain a balance in each specified Funding Account that is sufficient to fund all payments made using the Debit or Credit Card linked via "CardSwap". If for any reason the Payee is unable to access funds from the specified Funding Account to make a payment transaction you initiate (for example, non-sufficient funds, restricted, expired, or closed Debit Card, exceeding maximum limits of Debit Card), the transaction may not be completed. We are not responsible for any overdraft fees or insufficient fund charges (including finance charges, late fees, or similar charges) that result from your failure to maintain a balance in a Funding Account that is sufficient to fund the payments you initiate using the Debit card linked via "CardSwap".

Limitations. You acknowledge and agree that: (a) some Payees may not allow Us to access your account on Payee Sites on your behalf; (b) Payees may make changes to Payee Sites and/or other services, with or without notice to Us, that may affect overall performance of "CardSwap" and prevent or delay payment to such Payees; (c) certain Payees may not accept payment from all types of funding sources (for example, not all Payee Sites may accept debit or credit cards); and (d) We may, in Our sole discretion, impose limits on the number and amount of payments, in aggregate, that you can send using the Debit or Credit Card linked via "CardSwap".

When a payment is initiated using the Debit Card linked via "CardSwap", the Payee is not required to accept it. You agree that you will not hold Us liable for any damages resulting from a Payee not receiving payment made using the Debit Card linked via "CardSwap" for any reason.

Payment Delays and Errors. It is your responsibility to review all payment transactions you initiate using the Debit or Credit Card linked via "CardSwap" against account statements you receive from Us. You acknowledge that some transactions may take longer to be credited to your account on a Payee Site due to circumstances beyond Our control, such as delays in handling and posting payments, errors with Payee Account Information, or errors with funding instructions. You are solely responsible for ensuring that payments made using the Debit Card linked via "CardSwap" arrive by the Payee's due date.

You are solely liable for errors you make in using "CardSwap". Without limiting the foregoing, We will not be responsible or liable: (a) if the Debit Card linked via "CardSwap" or linked Funding Account is restricted, expired, closed or does not contain sufficient funds or transaction amount or velocity limit to complete a transaction; (b) if a payment is rejected, returned, mishandled, or delayed by the Payee or Us for any reason; or (c) due to (i) any unavailability of "CardSwap" for any reason, (ii) fraud or attacks on the Services, or (iii) circumstances beyond Our control (for example, fire, flood, third party networks, or any failure by your computer, software, or Internet connection).

Unauthorized Transactions. You must notify Us immediately if you suspect or believe that a transaction to a "Payee" has occurred using the Debit Card linked to the Payee via "CardSwap" that you did not authorize or that an incorrect amount was authorized. In an effort to manage Our risk, We and Our service providers may, but are not required to, monitor your transactions and processing activity for high-risk practices or for fraudulent transactions.

Electronic Communications. The communications between you and Us

via the Services use electronic means. For contractual purposes, you consent to receive communications from Us in electronic form, and you agree that all terms and conditions, agreements, notices, disclosures, and other communications that We provide to you electronically satisfy any legal requirement that such communications be in writing.

Software Updates. We may, from time to time in Our sole discretion, develop and provide Software updates, which may include upgrades, bug fixes, patches and other error corrections and/or new features (collectively, "Updates"). Updates may also modify or delete in their entirety certain features and functionality of the Services. You agree that We have no obligation to provide any Updates or to continue to provide or enable any particular features or functionality of the Services.

Change and Suspension.

Changes to the Services. We reserve the right to make changes to, suspend, or discontinue (temporarily or permanently) the Services or any portion thereof at any time. You agree that We will not be liable to you or to any third party for any such change, suspension, or discontinuance.

Suspension/Termination of Access. We have the right to deny access to, and to suspend or terminate your access to, the Services or to any features or portions thereof, at any time and for any reason, including if you violate these Terms of Service or if We believe there is suspicious or unusual activity related to your account. Neither termination nor suspension shall affect your liability or obligations under these Terms of Service. In the event that We suspend or terminate your access to the Services, you will continue to be bound by the Terms of Service that were in effect as of the date of your suspension or termination.

In the event We terminate your account, any payments to Payees that We have processed before the termination date may be completed, however you should verify that such payments have been completed directly with your intended Payee. We are not responsible for any payments not completed by Us as a result of termination.

Disclaimer: Limitation of Liability.

Disclaimer of Warranties. THE SERVICES AND THE CONTENT ARE PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND, AND WE HEREBY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. NEITHER WE NOR ANY PERSON ASSOCIATED WITH US MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SERVICES OR ANY CONTENT. WITHOUT LIMITING THE FOREGOING, NEITHER WE NOR ANY PERSON ASSOCIATED WITH US REPRESENTS OR WARRANTS THAT THE SERVICES OR THE CONTENT WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE SERVICES, CONTENT, OR THE SERVERS THAT MAKES THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE SERVICES OR THE CONTENT WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL WE OR OUR RESPECTIVE OFFICERS,



ExtraCO
Banks.

Let's Build
Some Dreams™

CARD SWAP TERMS AND CONDITIONS (CONT.)

DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, OR SERVICE PROVIDERS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING FROM OR RELATED TO YOUR USE OF OR INABILITY TO USE THE SERVICES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OR LOSS OF DATA, WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE. IF, NOTWITHSTANDING THE PROVISIONS OF THIS SECTION, WE ARE FOUND LIABLE FOR ANY LOSS, DAMAGE, OR INJURY UNDER ANY LEGAL THEORY RELATING IN ANY WAY TO THE SUBJECT MATTER OF THESE TERMS OF SERVICE, IN NO EVENT WILL OUR AGGREGATE LIABILITY TO YOU OR ANY THIRD PARTY EXCEED THE TOTAL AMOUNT OF \$100.00. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF YOUR REMEDIES UNDER THESE TERMS OF SERVICE FAIL OF THEIR ESSENTIAL PURPOSE.

Exclusions. Some jurisdictions do not allow the exclusion or limitation of certain warranties or consequential damages, so some of the exclusions and/or limitations in this Section 10 may not apply to you. In such states, any exclusions and/or limitations found unenforceable by law shall be severed from these terms and conditions, and our liability is limited to the absolute minimum amount permitted by law.

Indemnification. You agree to indemnify, defend, and hold Us and Our officers, directors, employees, agents, licensors, and service providers harmless from and against any claims, liabilities, losses, damages, judgments, awards, costs, and expenses (including reasonable attorneys' fees) arising out of or resulting from: (a) your use of the Services; (b) any violation of these Terms of Service or applicable law; and/or (c) any claims by another owner of a Funding Account you use in connection with "CardSwap" or any joint account holder of an account on a Payee Site. We reserve the right, at Our own expense, to assume the exclusive defense and control of any action subject to indemnification by you, and in such event, you agree to cooperate with Us in defending such action. Your indemnification, defense, and hold harmless obligations will survive the termination of your use of the Services and/or these Terms of Service.

Third Party Materials. The Services may display, include, or make available third-party content (including data, information, applications and other products services and/or materials) or provide links to third-party websites or services (collectively, "Third Party Materials"). You acknowledge and agree that We are not responsible for Third Party Materials, including their accuracy, completeness, timeliness, validity, legality, decency, quality, or any other aspect thereof. We do not assume and will not have any liability to you or any other person or entity for any Third Party Materials. Third Party Materials and links thereto are provided solely as a convenience to you, and you access and use them at entirely at your own risk and subject to such third parties' terms and conditions.

Third Party Platforms. We may provide the Services to you through the Payees Sites and/or other third-party websites, operating systems, platforms, and portals (collectively, "Third-Party Platforms"). Additional terms and conditions will apply to you with respect to your use of Third-Party Platforms, which are not under our control. We do not assume any responsibility or liability for your use of such Third-Party Platforms.

U.S. Export Controls. The Software may be subject to United States export laws, including the including the United States Export Administration Act and its associated regulations. You shall not,

You shall not, directly or indirectly, export, re-export, or release the Software to, or make the Software accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule or regulation. You shall comply with all applicable laws, rules, and regulations, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing or otherwise making the Software available outside the United States.

Miscellaneous.

Geographic Restrictions. We are based in the United States. We make no claims that the Services are accessible or appropriate outside of the United States. Access to and use of the Services may not be legal by certain persons or in certain countries. If you access the Services from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

Governing Law; Jurisdiction and Venue. These Terms of Service and any dispute or claim arising out of or related to these Terms of Service, their subject matter, or their formation (in each case, including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the State of Texas, other than such laws and case law that would result in the application of the laws of a jurisdiction other than the State of Texas. Any legal suit, action, or proceeding arising out of or related to these Terms of Service or the Services or Content shall be instituted exclusively in the federal or state courts located in Bell County, Texas. You agree to waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Limitation on Time to File Claims. ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF SERVICE OR THE SERVICES OR CONTENT MUST BE COMMENCED WITHIN TWO (2) YEARS AFTER THE CAUSE OF ACTION OR CLAIM ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

Waiver of Jury Trial. YOU HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING, CLAIM, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THESE TERMS OF SERVICE OR THE SERVICES OR CONTENT.

Waiver and Severability. Our failure to exercise or enforce any right or provision of these Terms of Service will not constitute a waiver of such right or provision. If any provision of these Terms of Service is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent possible, and the remaining provisions of these Terms of Service will continue in full force and effect.

Entire Agreement. These Terms of Service, including Our Privacy Policy and additional documents incorporated herein by reference, constitute the sole and entire agreement between you and Us with respect to the subject matter hereof, and supersede and replace all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter.

WIRE TRANSFER TERMS & CONDITIONS

The availability of sending wire transfers out of your account are subject to approval. Please ask your account officer if you are interested in being able to send wire transfers.

With respect to Wire Transfers not governed by the Electronic Funds Transfer Act, you agree to enter into and comply with our "Wire Transfer Terms & Conditions" for Wire Transfers (if applicable) and to comply with this section and any of our Security Procedures designed to verify the authenticity of such Wire Transfers.

Authorizations.

Individual(s) authorized to request transfer of funds from designated accounts and receive notifications for wire transfer requests are current owner(s) and/or authorized signer(s) of the designated account from which the transfer of funds is initiated.

Security Procedures.

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. Security Procedures may include, but are not limited to, call-back procedures, request for personal identification, password, PIN number, telephone code words, or any other security code, algorithms, encryption or similar security devices.

You agree to be bound by any payment order for any Wire Transfers or other transfers not governed by the Electronic Funds Transfer Act, whether or not such payment order is authorized, issued in your name and accepted and executed by us in compliance with any commercially reasonable Security Procedures as mutually agreed to by you and us. In the event that we offer you one (1) of our standard Security Procedures commensurate with the type of Wire Transfer or other transfer you request, and you reject such Security Procedures and instead opt for different Security Procedures, you hereby agree that such Security Procedures are deemed commercially reasonable and you agree you are bound by any such payment order executed pursuant to such Security Procedures you have selected.

If the bank does not follow the Security Procedures, 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 any transfer fees.

Security Procedures are not designed to detect or correct errors in the transmission of wire requests. We are not responsible for detecting errors in information you provide to us, even if we attempt to detect errors from time to time.

You and your authorized representatives are responsible for maintaining the secrecy and confidentiality of tokens, pins, usernames, logins, account numbers, and any other portion of wire transfer systems and procedures, Security Procedures, or related information.

We assume no responsibility to discover, audit or report to you any possible breach of security by your agents or representatives for unauthorized disclosure or use of such numbers and codes. You will be responsible for any liability, loss or damage resulting from our actions in accordance with instructions to us from unauthorized persons when accompanied by the appropriate Personal Identification Numbers and/or Repetitive Number assigned to you or any of your Authorized Representatives. Do not share tokens or passwords. You are responsible for changing passwords, tokens, logins, names of Authorized Representatives.

Transfer Requests.

Your Authorized Representative may direct us to initiate wire transfers to an account at another bank in accordance with the terms and conditions stated herein. Wire transfer requests will be accepted during the normal business hours of the Wire Transfer Department. Business hours are subject to change upon notice to you.

We will only accept a request for a wire transfer if the individual(s) makes the request in accordance with the requirements stated in under the heading "TRANSFER REQUESTS". You understand and agree that we may electronically record telephone conversations between your Authorized Representative and us. The decision to record any telephone conversation shall be solely within our discretion, and we shall have no liability for failing to do so.

We will be under no obligation to honor, either in whole or part, any wire transfer request (a) which exceeds the available balance in your account with us; (b) for which we were not able to obtain an authentication as stated herein; (c) which is not in accordance with any condition indicated by you and agreed to by us; or (e) which is not in accordance with any other requirements as stated herein.

We agree to use our best effort to execute all properly authorized wire transfer requests on the date received provided (i) such requests are received by us within the established deadline, and (ii) such day is a business day for us, the communication facility selected by us, and the receiving bank. Our cutoff time for **domestic outgoing wires** is **2:00 p.m. CST**. Our cutoff time for **international outgoing wires** is **1:00 p.m. CST**. Wire requests received after the applicable cutoff time on a business day will be treated as if they were received on the following business day.

In executing any wire transfer request, we may utilize such means of transmission as we reasonably select. We may initiate wire transfer requests in any order convenient to us.

Initiating Wire Transfer Requests.

Wire transfer requests may be initiated at any Extraco Financial Center:

1. An Owner of the account or Authorized Signer must fill out a wire transfer request form or have an Extraco officer or relationship banker fill out a wire transfer request form based on information provided by the Account Owner or Authorized Signer.
2. The Account Owner or Authorized Signer's photo ID is required to complete the wire transfer request.

Wire transfer requests may be initiated by fax transmission or by telephone.

1. An Account Owner or Authorized Signer must relay the information requested on the wire transfer form to an Extraco representative in Extraco's Wire Department. If the request is by fax, the information must be provided on Extraco's wire transfer request form. If the request is by telephone, the information may be relayed to a Wire Department representative who will fill out a request form based on the information provided by the Account Owner or Authorized Signer.
2. The Account Owner or Authorized Signer is required to provide his/her unique identification number (PIN) to the Wire Department representative. The PIN may be provided only by telephone during the same conversation as the wire request or, if the request is by fax, during a follow-up telephone call between the Account Owner/Authorized Signer and the Wire Department representative.

This document does not represent the entirety of your contract with Extraco Banks. All documents received in either print or electronic format represent the full and binding contract with Extraco Banks. For more information, please refer to the full text of the Disclosures and Term & Conditions.

WIRE TRANSFERS TERMS & CONDITIONS (CONT.)

Wire transfer requests may be initiated using Extraco Bank's online banking software.

1. An Account Owner or Authorized Signer must login to the online banking software using his/her's unique username, password, and one-time token PIN.
2. The Account Owner or Authorized Signer must fill out the wire transfer request form within the online banking software.
3. In some circumstances, a Wire Department representative will call back the Authorized Representative to verify amount of the transfer and the name of the beneficiary of the wire transfer.

Authorization to Charge Account.

Upon receipt of the numbers, codes and other information stated herein you hereby authorize us to charge your account(s) with us in the amount of the funds transfer requests and associated fees.

Errors and Rejections by Bank.

You understands that Bank and any intermediary banks may execute wire transfer requests according to the identifying account and bank routing numbers provided by Account Owner or Authorized Signer. You understand that the Bank may complete wire transfers by relying on account and routing numbers, even if the account or routing numbers conflict with the bank or beneficiary named by Account Owner or Authorized Signer. Bank may, but is not obligated to, reject wire transfers where the Account Owner or Authorized Signer provides incorrect or conflicting information. You understands that the beneficiary bank may also pay funds by relying upon the account number provided by Account Owner or Authorized Signer, even if the account number identifies a person different from the beneficiary named by Account Owner or Authorized Signer.

Bank may refuse to execute any wire transfer request at any time for any reason. Bank may refuse to execute any wire transfer if the Account used to transfer funds from does not have adequate available funds on deposit with Bank. Bank may refuse to execute any wire transfer request that, in its sole discretion, Bank believes to be illegal, suspicious, or fraudulent by / purchased from, that does not conform to Account Owner's agreements with Bank, or that does not conform to Bank policy or procedures. Bank will comply with regulations issued by the US Treasury's Office of Foreign Assets Control (OFAC). By law, Bank will block wire transfers sent to persons on OFAC's list of Specially Designated Nationals and Blocked Person. Bank will block such funds until OFAC issues a written release to the bank. Bank will have no liability to Account Owner or Authorized Signer as a result of Bank's rejection of such wire transfers or as a result of blocking or refusing to transfer such funds. Bank will notify Account Owner of such rejection by any commercially reasonable means, including, but not limited to, by email, phone, or U.S. Mail.

You understand and agree that, in Bank's sole discretion, Bank may share any and all information related to Account Owner or Authorized Signer's wire transfers and wire transfer requests with receiving banks, with state and federal law enforcement, and with the Bank's regulators. Bank will not share Account Owner or Authorized Signer's authenticating credentials, including PINs belonging to Account Owners or Authorized Signers or Account Owner's or Authorized Signer's usernames, logins, or tokens.

Rejection of Bank's Transfer Request.

If Bank receives notice that Bank's transfer request was rejected, Bank shall notify You by any commercially reasonable method, including, but not limited to, by email, telephone, or U.S. Mail. In the event Bank's transfer request is rejected, Bank shall have no further obligation to execute Your wire transfer request. Bank shall not be liable to Business Entity for failure of the execution or for not taking additional

steps to execute the transfer so long as bank complied with this Wire Services Agreement with respect to the original wire transfer request.

Cancellation and Change by You.

You shall have no right to cancel or change a request for wire transfer after a request for wire transfer has been received by bank according to the procedures described above. Nevertheless, Bank shall make reasonable efforts to act on a cancellation or change request received as follows:

A cancellation request shall be deemed authorized by You, if the request follows the Security Procedures, even if the request came from a person other than an Authorized Representative. A cancellation request, if accepted by the Bank, is not effective unless it complies with the Security Procedures. Bank shall have no liability to You or to others based on Bank's giving effect to Your cancellation request or based on Bank's failure to give effect to Your cancellation request.

Confirmation; Statement Reconciliation.

We will send you an email confirmation upon request for each wire transfer request executed. Email confirmations will be sent to the email address provided in this Wire Transfers Terms & Conditions. Executed wire transfers will be reflected on your periodic account statement. You agree to notify us of any error, discrepancy, unauthorized transfer or any other objection immediately upon learning of any such error, discrepancy, unauthorized transfer or other objection. If you fail to notify us within fourteen (14) calendar days following the receipt of the confirmation advice or account statement, whichever is sooner, you expressly agree that we shall not be liable for any loss or liability with respect to such discrepancies or objections, unless otherwise provided by law, regardless of any ordinary care on our part.

Changes.

From time to time, you may change (a) accounts from which funds transfers may be made; (b) Authorized Signers; (c) the instructions for repetitive transfers; and (d) other information. However, you agree that we may rely on the information previously supplied by you until we receive written notice of any change on forms prescribed by us and signed by an Account Owner. Changes, additions and deletions will become effective at such time we acknowledge receipt of written notice thereof.

The terms and conditions stated herein may be changed by us from time to time. Such changes shall become effective upon your receipt thereof, or otherwise as stated in our notice to you.

Limitation of Liability.

You agree to assume full responsibility for all transfers made by us in accordance with the procedures stated herein except as otherwise provided in the case of unauthorized electronic funds transfers involving a consumer's account by Regulation E of the Federal Reserve Bank (12 C.F.R. Part 205). You further agree to assign to us no responsibility beyond the duty to exercise ordinary care, and you agree that we shall be conclusively deemed to have exercised ordinary care if we have followed the procedures stated herein, or if you have not followed such procedures. We shall not be responsible for any loss arising from or in connection with any inaccuracy, act or failure to act on behalf of any person not within our reasonable control or from any error, failure or delay in transmission of any funds transfer request including, without limitation, any inoperable communications facilities or other circumstances beyond our reasonable control, such as acts of God, difficulties, severe or adverse weather conditions, equipment or computer failure or destruction, acts of or failure to act by recipients of transferred funds and their personnel, criminal acts of personnel other than Bank

WIRE TRANSFERS TERMS & CONDITIONS (CONT.)

You expressly agree to hold the Bank harmless and indemnify the Bank for any and all claims, demands, expenses (including, but not limited to, attorney's fees and costs), loss or damage of any nature whatsoever arising directly or indirectly from any transfer request initiated pursuant to these Terms and Conditions, and attachments to these Terms and Conditions, or other matter related to these Terms and Conditions, including, but not limited to, any election made by the Bank to act or refrain from acting upon a funds transfer request when we are unable to obtain proper authentication, except for liability to you caused by the gross negligence of us; however, IN NO EVENT SHALL THE BANK BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR INDIRECT LOSSES OR DAMAGES, WHETHER OR NOT THE LIKELIHOOD OF SUCH LOSSES OR DAMAGES WAS KNOWN BY US.

Additional Terms And Conditions

Fees.

You agree to pay such wire transfer fees imposed from time to time in accordance with our customary pricing policies, and to reimburse us for any direct or indirect transfer charges or expense incurred by us, including but not limited to, any access communication system charges, telex transmission charges, transfer commissions, and correspondence charges. Such fees, charges or expenses shall be paid by a debit to your account with us.

No Waiver.

Except for changes made in accordance with these items and conditions, no deviation, whether intentional or unintentional, shall constitute change hereto, and such deviation shall constitute a waiver of any right or duty of either party hereto.

Revocation.

You shall have the right to reverse, adjust, or revoke a transfer request after it is received by us. If you request the reversal, adjustment or revocation of a transfer request, we may (but we are not obligated to) attempt to recover the funds from the transferee using whatever steps we deem appropriate, and you expressly agree to indemnify us against any costs, expenses, damages and liabilities, including attorney's 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 transfer once made.

Account Agreement.

The terms and conditions of your deposit account agreement with us are hereby incorporated by reference. If any inconsistency exists between such agreements and these terms and conditions, then these terms and conditions shall control, but only to the extent necessary.

Notices.

Unless otherwise stated herein, all requests and notices required or contemplated by these terms and conditions shall be in writing, signed by any authorized account signature, and sent via first class U.S. mail, or by hand delivery. Notice to us should be sent to the following address:

EXTRACO BANKS
Wire Transfer Department
P. O. BOX 20036
WACO, TEXAS 76702-0036

Invalidity.

In the event that any one or more of the provisions contained in these Terms and Conditions, for any reason, be held illegal, invalid, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect other provisions of this Wire Transfers Terms & Conditions.

Binding Effect.

The Terms and Conditions is binding upon and shall inure to the benefit of the respective heirs, successors and assigned of the parties hereto.

Headings.

The headings of sections as used herein are for convenience only and shall not be construed to be a part of the text of the Terms and Conditions.

Governing Law.

These Terms and Conditions shall be deemed to be a contract under and for all purposes shall be governed by and construed in accordance with the laws of the State of Texas and the applicable laws of the United States, including, but not limited to, the Uniform Commercial Code Article 4A, as adopted by the State of Texas and Subpart B of Regulation J 12 CFR 210.

Please refer to GENERAL SERVICES FEE SCHEDULE for the pricing for online Wires.

FACTS**WHAT DOES EXTRACO BANKS DO
WITH YOUR PERSONAL INFORMATION?**

Why	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: • Social Security number and income • account balances and payment history • credit history and credit scores When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Extraco Banks chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Extraco Banks share?	Can you limit this sharing?
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes— to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes— information about your transactions and experiences	No	We don't share
For our affiliates' everyday business purposes— information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For non-affiliates to market to you	No	We don't share

Questions?	Call 1-866-EXTRACO or go to extracobanks.com
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What we do

How does Extraco Banks protect my personal information?

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

We restrict access to your personal and account information to those employees who need to know that information to provide products and services to you.

How does Extraco Banks collect my personal information?

We collect your personal information, for example, when you

- open an account or deposit money
- pay your bills or apply for a loan
- use your credit or debit card

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

Why can't I limit all sharing?

Federal law gives you the right to limit only

- sharing for affiliates' everyday business purposes—information about your creditworthiness
- affiliates from using your information to market to you
- sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.

Definitions

Affiliates

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- *Extraco Banks does not share with our affiliates.*

Non affiliates

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- *Extraco Banks does not share with nonaffiliates so they can market to you.*

Joint marketing

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- *Our joint marketing partners include financial services companies.*

Other important information

Use of nonpublic information to offer Extraco Insurance products

We may use your name and address to offer insurance products to you. For this purpose, your name and address are not considered nonpublic information. Further, unless you object as described below we may use nonpublic information about you to solicit you for insurance products. We will not provide your nonpublic information or your name and address to third parties for the purpose of another's solicitation of the purchase of insurance. If you do not desire us to use your nonpublic information to solicit you for insurance products, you should object by writing to: Insurance Department, Extraco Banks, N.A., P.O. Box 6101, Temple, Texas 76503. Please include your name, address and Social Security Number in your letter.

TERMS AND CONDITIONS OF YOUR ACCOUNT

Contents:

- (1) Important Information about Procedures for Opening a New Account
- (2) Agreement
- (3) Liability
- (4) Deposits
- (5) Withdrawals
 - Generally
 - Postdated Checks
 - Checks and Withdrawal Rules
 - A Temporary Debit Authorization Hold Affects Your Account Balance
 - Overdrafts
 - Multiple Signatures, Electronic Check Conversion, and Similar Transactions
 - Notice of Withdrawal
- (6) Uniform Single-Party or Multiple-Party Account Selection Form Notice
 - Single-Party Account Without "P.O.D." (Payable on Death) Designation
 - Single-Party Account With "P.O.D." (Payable on Death) Designation
 - Multiple-Party Account Without Right of Survivorship
 - Multiple-Party Account With Right of Survivorship
 - Multiple-Party Account With Right of Survivorship and "P.O.D." (Payable on Death) Designation
 - Convenience Account
 - Trust Account
- (7) Business, Organization, and Association Accounts
- (8) Stop Payments
- (9) Telephone Transfers
- (10) Amendments and Termination
- (11) Notices
- (12) Statements
 - Your Duty to Report Unauthorized Signatures, Alterations, and Forgeries
 - Your Duty to Report Other Errors
 - Errors Relating to Electronic Fund Transfers or Substitute Checks
- (13) Direct Deposits
- (14) Temporary Account Agreement
- (15) Setoff
- (16) Check Processing
- (17) Check Cashing
- (18) Truncation, Substitute Checks, and Other Check Images
- (19) Remotely Created Checks
- (20) Unlawful Internet Gambling Notice
- (21) ACH and Wire Transfers
- (22) Facsimile Signatures
- (23) Restrictive Legends or Indorsements
- (24) Account Transfer
- (25) Indorsements
- (26) Death or Incompetence
- (27) Fiduciary Accounts
- (28) Credit Verification
- (29) Legal Actions Affecting Your Account
- (30) Security
- (31) Telephonic Instructions
- (32) Monitoring and Recording Telephone Calls and Consent to Receive Communications
- (33) Claim of Loss
- (34) Early Withdrawal Penalties
- (35) Address or Name Changes
- (36) Resolving Account Disputes
- (37) Waiver of Notices
- (38) Additional Terms

(1) IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT - To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person 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 that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

(2) AGREEMENT - This document, along with any other documents we give you pertaining to your account(s), is a contract that establishes rules which control your account(s) with us. Please read this carefully and retain it for future reference. If you sign the signature card or open or continue to use the account, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this document. If you have any questions, please call us.

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

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

If any provision of this document is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard agreement, but we must agree to any variation in writing either on the signature card for your account or in some other document. Nothing in this document is intended to vary our duty to act in good faith and with ordinary care when required by law.

As used in this document the words "we," "our," and "us" mean the financial institution and the words "you" and "your" mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. However, this agreement does not intend, and the terms "you" and "your" should not be interpreted, to expand an individual's responsibility for an organization's liability. If this account is owned by a corporation, partnership or other organization, individual liability is determined by the laws generally applicable to that type of organization. The headings in this document are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular. "Party" means a person who, by the terms of an account, has a present right, subject to request, to payment from the account other than as a beneficiary or agent.

(3) LIABILITY - You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges. You authorize us to deduct these charges, without notice to you, directly from the account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this agreement.

Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and can be deducted directly from the account balance whenever sufficient funds are available. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft.

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

(4) DEPOSITS - We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). Before settlement of any item becomes final, we act only as your agent, regardless of the form of indorsement or lack of indorsement on the item and even though we provide you provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen, or returned. Unless prohibited by law, we also reserve the right to charge back to your account the amount of any item deposited to your account or cashed for you which was initially paid by the payor bank and which is later returned to us due to an allegedly forged, unauthorized or missing indorsement, claim of alteration, encoding error or other problem which in our judgment justifies reversal of credit. You authorize us to attempt to collect previously returned items without giving you notice, and in attempting to collect we may permit the payor bank to hold an item beyond the midnight deadline. Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we actually record them. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next business day that we are open. At our option, we may take an item for collection rather than for deposit. If we accept a third-party check for deposit, we may require any third-party indorsers to verify or guarantee their indorsements, or indorse in our presence.

(5) WITHDRAWALS

Generally - Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs to open the account or has authority to make withdrawals may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person who signs or has authority to make withdrawals to indorse any item payable to you or your order for deposit to this account or any other transaction with us.

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

effective and we will not be liable for failing to honor your notice unless it precisely identifies the number, date, amount and payee of the item.

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

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

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

See the funds availability policy disclosure for information about when you can withdraw funds you deposit. For those accounts to which our funds availability policy disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal. An item may be returned after the funds from the deposit of that item are made available for withdrawal. In that case, we will reverse the credit of the item. We may determine the amount of available funds in your account for the purpose of deciding whether to return an item for insufficient funds at any time between the time we receive the item and when we return the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the account balance at the subsequent time will determine whether there are insufficient available funds.

A temporary debit authorization hold affects your account balance - On debit card purchases, merchants may request a temporary hold on your account for a specified sum of money, which may be more than the actual amount of your purchase. When this happens, our processing system cannot determine that the amount of the hold exceeds the actual amount of your purchase. This temporary hold, and the amount charged to your account, will eventually be adjusted to the actual amount of your purchase, but it may be up to three days before the adjustment is made. Until the adjustment is made, the amount of funds in your account available for other transactions will be reduced by the amount of the temporary hold. If another transaction is presented for payment in an amount greater than the funds left after the deduction of the temporary hold amount, that transaction will be a nonsufficient funds (NSF) transaction if we do not pay it or an overdraft transaction if we do pay it. You will be charged an NSF or overdraft fee according to our NSF or overdraft fee policy. You will be charged the fee even if you would have had sufficient funds in your account if the amount of the hold had been equal to the amount of your purchase.

Here is an example of how this can occur – assume for this example the following: (1) you have opted-in to our overdraft services for the payment of overdrafts on ATM and everyday debit card transactions, (2) we pay the overdraft, and (3) our overdraft fee is \$35 per overdraft, but we do not charge the overdraft fee if the transaction overdraws the account by less than \$5.

You have \$120 in your account. You swipe your card at the card reader on a gasoline pump. Since it is unclear what the final bill will be, the gas station's processing system immediately requests a hold on your account in a specified amount, for example, \$80. Our processing system authorizes a temporary hold on your account in the amount of \$80, and the gas station's processing system authorizes you to begin pumping gas. You fill your tank and the amount of gasoline you purchased is only

\$50. Our processing system shows that you have \$40 in your account available for other transactions (\$120 - \$80 = \$40) even though you would have \$70 in your account available for other transactions if the amount of the temporary hold was equal to the amount of your purchase (\$120 - \$50 = \$70). Later, another transaction you have authorized is presented for payment from your account in the amount of

\$60 (this could be a check you have written, another debit card transaction, an ACH debit or any other kind of payment request). This other transaction is presented before the amount of the temporary hold is adjusted to the amount of your purchase (remember, it may take up to three days for the adjustment to be made). Because the amount of this other transaction is greater than the amount our processing system shows is available in your account, our payment of this transaction will result in an overdraft transaction. Because the transaction overdraws your account by \$20, your account will be assessed the overdraft fee of \$35 according to our overdraft fee policy. You will be charged this \$35 fee according to our policy even though you would have had enough money in your account to cover the \$60 transaction if your account had only been debited the amount of your purchase rather than the amount of the temporary hold or if the temporary hold had already been adjusted to the actual amount of your purchase.¹

Overdrafts - You understand that we may, at our discretion, honor withdrawal requests that overdraw your account. However, the fact that we may honor withdrawal requests that overdraw the account balance does not obligate us to do so later. So you can NOT rely on us to pay overdrafts on your account regardless of how frequently or under what circumstances we have paid overdrafts on your account in the past. We can change our practice of paying overdrafts on your account without notice to you. You can ask us if we have other account services that might be available to you where we commit to paying overdrafts under certain circumstances, such as an overdraft protection line-of-credit or a plan to sweep funds from another account you have with us. You agree that we may charge fees for overdrafts. For

consumer accounts, we will not charge fees for overdrafts caused by ATM withdrawals or one-time debit card transactions if you have not opted-in to that service. We may use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees.¹

Multiple signatures, electronic check conversion, and similar transactions - An electronic check conversion transaction is a transaction where a check or similar item is converted into an electronic fund transfer as defined in the Electronic Fund Transfers regulation. In these types of transactions the check or similar item is either removed from circulation (truncated) or given back to you. As a result, we have no opportunity to review the check to examine the signatures on the item. You agree that, as to these or any items as to which we have no opportunity to examine the signatures, you waive any requirement of multiple signatures.

Notice of withdrawal - We reserve the right to require not less than 7 days' notice in writing before each withdrawal from an interest-bearing account other than a time deposit or demand deposit, or from any other savings account as defined by Regulation D. (The law requires us to reserve this right, but it is not our general policy to use it.) Withdrawals from a time account prior to maturity or prior to any notice period may be restricted and may be subject to penalty. See your notice of penalty for early withdrawal.

(6) UNIFORM SINGLE-PARTY OR MULTIPLE-PARTY ACCOUNT SELECTION FORM NOTICE - The type of account you select may determine how property passes on your death. Your will may not control the disposition of funds held in some of the following accounts. You may choose to designate one or more convenience signers on an account, even if the account is not a convenience account. A designated convenience signer may make transactions on your behalf during your lifetime, but does not own the account during your lifetime. The designated convenience signer owns the account on your death only if the convenience signer is also designated as a P.O.D. payee or trust account beneficiary.

SINGLE-PARTY ACCOUNT WITHOUT "P.O.D." (PAYABLE ON DEATH)

DESIGNATION - The party to the account owns the account. On the death of the party, ownership of the account passes as a part of the party's estate under the party's will or by intestacy.

SINGLE-PARTY ACCOUNT WITH "P.O.D." (PAYABLE ON DEATH)

DESIGNATION - The party to the account owns the account. On the death of the party, ownership of the account passes to the P.O.D. beneficiaries of the account. The account is not a part of the party's estate.

MULTIPLE-PARTY ACCOUNT WITHOUT RIGHT OF SURVIVORSHIP - The parties to the account own the account in proportion to the parties' net contributions to the account. The financial institution may pay any sum in the account to a party at any time. On the death of a party, the party's ownership of the account passes as a part of the party's estate under the party's will or by intestacy.

MULTIPLE-PARTY ACCOUNT WITH RIGHT OF SURVIVORSHIP - The parties to the account own the account in proportion to the parties' net contributions to the account. The financial institution may pay any sum in the account to a party at any time. On the death of a party, the party's ownership of the account passes to the surviving parties.

MULTIPLE-PARTY ACCOUNT WITH RIGHT OF SURVIVORSHIP AND "P.O.D."

(PAYABLE ON DEATH) DESIGNATION - The parties to the account own the account in proportion to the parties' net contributions to the account. The financial institution may pay any sum in the account to a party at any time. On the death of the last surviving party, the ownership of the account passes to the P.O.D. beneficiaries.

CONVENIENCE ACCOUNT - The parties to the account own the account. One or more convenience signers to the account may make account transactions for a party. A convenience signer does not own the account. On the death of the last surviving party, ownership of the account passes as a part of the last surviving party's estate under the last surviving party's will or by intestacy. The financial institution may pay funds in the account to a convenience signer before the financial institution receives notice of the death of the last surviving party. The payment to a convenience signer does not affect the parties' ownership of the account.

TRUST ACCOUNT - The parties named as trustees to the account own the account in proportion to the parties' net contributions to the account. A trustee may withdraw funds from the account. A beneficiary may not withdraw funds from the account before all trustees are deceased. On the death of the last surviving trustee, the ownership of the account passes to the beneficiary. The trust account is not a part of a trustee's estate and does not pass under the trustee's will or by intestacy, unless the trustee survives all of the beneficiaries and all other trustees.

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

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

We may accept an order to stop payment on any item from any one of you. You must make any stop-payment order in the manner required by law; it must be made in a dated, authenticated record that describes the item with certainty. (Generally, a "record" is information that is stored in such a way that it can be retrieved and can be heard or read and understood – you can ask us what type of stop payment records

you can give us). We must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. Because stop-payment orders are handled by computers, to be effective, your stop-payment order must precisely identify the number, date, and amount of the item, and the payee.

You may stop payment on any item drawn on your account whether you sign the item or not. Your stop-payment order is effective for six months. Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period. We are not obligated to notify you when a stop-payment order expires. A release of the stop-payment request may be made only by the person who initiated the stop-payment order.

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

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

(9) TELEPHONE TRANSFERS - A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. Unless a different limitation is disclosed in writing, we restrict the number of transfers from a savings account to another account or to third parties, to a maximum of six per month (less the number of "preauthorized transfers" during the month). Other account transfer restrictions may be described elsewhere.

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

(11) NOTICES - Any written notice you give us is effective when we actually receive it, and it must be given to us according to the specific delivery instructions provided elsewhere, if any. We must receive it in time to have a reasonable opportunity to act on it. If the notice is regarding a check or other item, you must give us sufficient information to be able to identify the check or item, including the precise check or item number, amount, date and payee. Written notice we give you is effective when it is deposited in the United States Mail with proper postage and addressed to your mailing address we have on file. Notice to any of you is notice to all of you.

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

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

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

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

Errors relating to electronic fund transfers or substitute checks (For consumer accounts only) - For information on errors relating to electronic fund transfers (e.g., computer, debit card or ATM transactions) refer to your Electronic Fund Transfers disclosure and the sections on consumer liability and error resolution. For information

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

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

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

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

This right of setoff does not apply to this account if prohibited by law. For example, the right of setoff does not apply to this account if: (a) it is an Individual Retirement Account or similar tax-deferred account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor's right of withdrawal only arises in a representative capacity, or (d) the debt is created by a home equity loan, or (e) setoff is prohibited by the Military Lending Act or its implementing regulations. We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against this account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff.

(16) CHECK PROCESSING - We process items mechanically by relying solely on the information encoded in magnetic ink along the bottom of the items. This means that we do not individually examine all of your items to determine if the item is properly completed, signed and indorsed or to determine if it contains any information other than what is encoded in magnetic ink. You agree that we have exercised ordinary care if our automated processing is consistent with general banking practice, even though we do not inspect each item. Because we do not inspect each item, if you write a check to multiple payees, we can properly pay the check regardless of the number of indorsements unless you notify us in writing that the check requires multiple indorsements. We must receive the notice in time for us to have a reasonable opportunity to act on it, and you must tell us the precise date of the check, amount, check number and payee. We are not responsible for any unauthorized signature or alteration that would not be identified by a reasonable inspection of the item. Using an automated process helps us keep costs down for you and all account holders.

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

(18) TRUNCATION, SUBSTITUTE CHECKS, AND OTHER CHECK IMAGES - If you truncate an original check and create a substitute check, or other paper or electronic image of the original check, you warrant that no one will be asked to make payment on the original check, a substitute check or any other electronic or paper image, if the payment obligation relating to the original check has already been paid. You also warrant that any substitute check you create conforms to the legal requirements and generally accepted specifications for substitute checks. You agree to retain the original check in conformance with our internal policy for retaining original checks. You agree to indemnify us for any loss we may incur as a result of any truncated check transaction you initiate. We can refuse to accept substitute checks that have not previously been warranted by a bank or other financial institution in conformance with the Check 21 Act. Unless specifically stated in a separate agreement between you and us, we do not have to accept any other electronic or paper image of an original check.

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

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

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

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

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

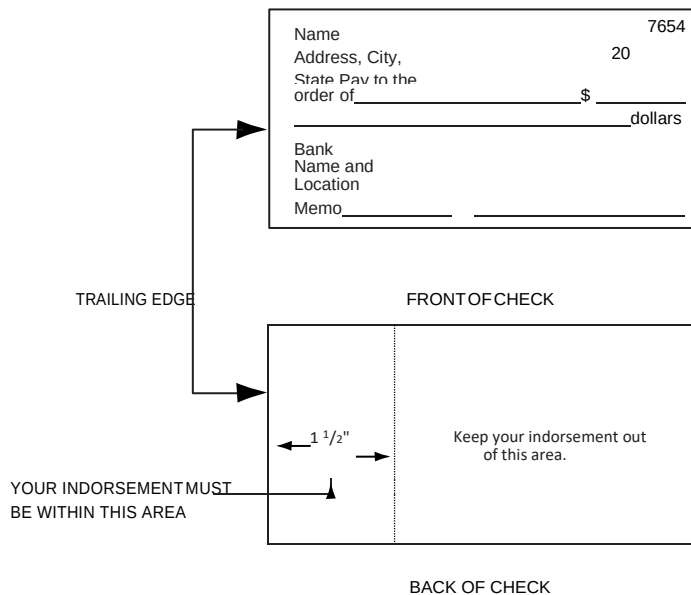
(23) RESTRICTIVE LEGENDS OR INDORSEMENTS - The automated processing of the large volume of checks we receive prevents us from inspecting or looking for restrictive legends, restrictive indorsements or other special instructions on every check. Examples of restrictive legends placed on checks are "must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

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

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

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

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



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

These indorsement guidelines apply to both personal and business checks.

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

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

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

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

(30) SECURITY - It is your responsibility to protect the account numbers and electronic access devices (e.g., an ATM card) we provide you for your account(s). Do not discuss, compare, or share information about your account number(s) with anyone unless you are willing to give them full use of your money. An account number can be used by thieves to issue an electronic debit or to encode your number on a false demand draft which looks like and functions like an authorized check. If you furnish your access device and grant actual authority to make transfers to another person (a family member or coworker, for example) who then exceeds that authority, you are liable for the transfers unless we have been notified that transfers by that person are no longer authorized.

Your account number can also be used to electronically remove money from your account, and payment can be made from your account even though you did not contact us directly and order the payment.

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

Except for consumer electronic funds transfers subject to Regulation E, 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 or commercially reasonable security procedures, and you reject those 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 contributed to the loss. If we offered you a commercially reasonable security procedure which you reject, you agree that you are responsible for any payment order, whether authorized or not, that we accept in compliance with an alternative security procedure that you have selected.

(31) TELEPHONIC INSTRUCTIONS - Unless required by law or we have agreed otherwise in writing, we are not required to act upon instructions you give us via facsimile transmission or leave by voice mail or on a telephone answering machine.

(32) MONITORING AND RECORDING TELEPHONE CALLS AND CONSENT TO RECEIVE COMMUNICATIONS - We may monitor or record phone calls for security reasons, to maintain a record and to ensure that you receive courteous and efficient service. You consent in advance to any such recording. We need not remind you of our recording before each phone conversation.

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

the Federal Communications Commission (FCC).

- Your consent is limited to this account, and as authorized by applicable law and regulations.
- Your consent does not authorize us to contact you for telemarketing purposes (unless you otherwise agreed elsewhere).

With the above understandings, you authorize us to contact you regarding this account throughout its existence using any telephone numbers or email addresses that you have previously provided to us or that you may subsequently provide to us. This consent is regardless of whether the number we use to contact you is assigned to a landline, a paging service, a cellular wireless service, a specialized mobile radio service, other radio common carrier service or any other service for which you may be charged for the call. You further authorize us to contact you through the use of voice, voice mail and text messaging, including the use of pre-recorded or artificial voice messages and an automated dialing device.

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

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

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

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

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

(36) RESOLVING ACCOUNT DISPUTES - We may place an administrative hold on the funds in your account (refuse payment or withdrawal of the funds) if it becomes subject to a claim adverse to (1) your own interest; (2) others claiming an interest as survivors or beneficiaries of your account; or (3) a claim arising by operation of law. The hold may be placed for such period of time as we believe reasonably necessary to allow a legal proceeding to determine the merits of the claim or until we receive evidence satisfactory to us that the dispute has been resolved. We will not be liable for any items that are dishonored as a consequence of placing a hold on funds in your account for these reasons.

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

(38) ADDITIONAL TERMS:

Addendum to "Your Deposit Account Terms and Conditions Agreement" - As an account holder at Extraco Banks this Addendum amends, supplements and becomes a part of the deposit contract between Extraco Banks, N.A. and you. The terms of the deposit contract are hereby ratified, affirmed and incorporated herein and shall continue to apply in all respects, as amended hereby. By acknowledging or signing the applicable account documentation or by using or continuing to use the deposit account, you agree to this Addendum. In the event of a conflict between this Addendum and the deposit contract, this Addendum will govern.

Addendum to "Convenience Account" - A convenience signer will only be able to conduct the following transactions: write checks, withdraw funds, make deposits, use debit card, and transfer funds between like accounts only.

Notice of Negative Information - Federal Law requires 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 negative information may be submitted without providing another notice. We may report information about our account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.

No Waiver - You understand and agree that no delay or failure on our part to exercise any right, remedy, power or privilege available to us under the deposit contract shall

affect or preclude our future exercise of that right, remedy, power or privilege.

Joint, Trust, and Custodial Accounts - You acknowledge that if your account is set up as a joint account, trust account, or custodial account, it is your sole responsibility to determine the legal effects of opening and maintaining an account of this nature. Any custodial account maintained is subject to the Uniform Transfers to Minors Act, or other applicable state or federal law. The account must be opened in the name of the custodian. There may be only one custodian and one minor beneficiary for each account.

Power of Attorney - If you wish to name another person to act as your attorney in fact or agent in connection with your account, we must approve the form of appointment.

Non-Sufficient Funds - If your account lacks sufficient available funds to pay a check or preauthorized transfer presented for payment we may return such check or preauthorized transfer for non-sufficient funds and will charge you a fee as specified in the fee disclosure. We also may overdraw your account to pay an item, and charge any applicable fee.¹

Item Processing Order - We may process checks and other items in any order at our sole discretion. Our policy is to first pay all items, which we have cashed, certified, or settled, then pay all items that are payable to us, and then pay all remaining items.

Notices - You are responsible for notifying us of any address or name changes, the death of an account holder or other information affecting your account. Notices must be in writing, signed by the account owner, with enough information to allow us to identify the account. Notice sent by you to us is not effective until we have received it and have a reasonable opportunity to act on it. Written notice sent by us to you is effective when mailed to the last address supplied to us in writing. If you do not receive a statement from us because you have failed to claim it or have supplied us with an incorrect address, we may stop sending you statements until you specifically make written request that we resume sending your statements and you supply us with a proper address.

Account Classification - If your account is a checking account or "NOW" account, it is a master deposit account which will consist of two subaccounts: a transaction account and a non-transaction account. We will make internal transfers between these two subaccounts that will have no effect on your ability to use it. The amount of interest you earn, the amount of charges you incur, and your monthly checking statement will not be affected.

Signature Requirements: If you indicate on your signature card, resolution, or other account opening documents that more than one (1) signature is required for withdrawal, then that indication is for your own internal controls or procedures. It is not binding on Extraco Banks. We may pay out funds from your account if the check, item, or other withdrawal instruction is signed by any one of the persons authorized to sign on the account. We have no liability to you if we do this.

Large Cash Withdrawals: We may require reasonable advance notice for large cash withdrawals. We may also refuse to honor a request to withdraw funds in cash from your account or to cash a check (including cashier's check or other official item) at a financial center if we believe that the amount is unreasonably large or that honoring the request would cause us an undue hardship or security risk. We may require that such withdrawals be made one of our cash vaults by an armored courier acceptable to us and at your sole risk and expense. We are not responsible for providing for your security in such transactions.

Multiple Presentment of Items on Account: An item that has not been previously paid on your account could be presented again for payment. We do not intentionally charge a fee for represented items. If you discover a fee has been charged for an item that has been previously presented, please contact us to have the fee refunded to you.

EXTRACO BANKS, NATIONAL ASSOCIATION
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