

Important Account Information For Our Account Holder(s) from

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Terms & Conditions of Your Account

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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 (also referred to as "this agreement") that establishes rules which control your account(s) with us. Please read this carefully and retain it for future reference. If you open the account (whether in-person, electronically, or by any other method permitted by us) or continue to use the account after any change or amendment, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this agreement. If you have any questions, please ask 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 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 agreement is to: summarize some laws that apply to common transactions; establish rules to cover transactions or events which the law does not regulate; establish rules for certain transactions or events which the law regulates but permits variation by agreement; and 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 agreement 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 agreement is intended to vary our duty to act in good faith and with ordinary care when required by law.

As used in this agreement 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 agreement 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 agreement 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 we can deduct any amounts deposited into the account and apply those amounts to the shortage. 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, counterfeit cashier's check 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 or draft for deposit, we may require any third-party indorsers to verify or guarantee their indorsements, or indorse in our presence. We reserve the right to refuse any item for deposit into your account.

5. Withdrawals. Important Terms for Accounts Where More Than One Person Can Withdraw - 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 endorse any item payable to you or your order for deposit to this account or any other transaction with us.

Postdated Checks - You agree that when you write a check, you will not date the check in the future. If you do and the check is presented for payment before the date of the check, we may pay it or return it unpaid. You agree that if we pay the check, the check will be posted to your Account on the date we pay the check, even though the posting date is prior to the date of the check. You further agree that we are not responsible for any loss to you in doing so. If we are required by state law not to honor a postdated check after advance notice from you, you agree to give us advance notice early enough for us to act on it, to do so in writing, and to specify the date, exact amount, and number of the check, along with the name of the payee. You agree that we may return a postdated check to the presenter.

Checks and Withdrawal Rules - If you do not purchase your check blanks from us, you must be certain that we approve the check blanks you purchase. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us or by any method we do not specifically permit. We may refuse any withdrawal or transfer request which is greater in number than the frequency permitted by our policy, or which is for an amount greater or less than any withdrawal limitations.

We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply any frequency limitations. In addition, we may place limitations on the account until your identity is verified. Even if we honor a nonconforming request, we are not required to do so later. If you violate the stated transaction limitations (if any), in our discretion we may close your account or reclassify your account as another type of account. If we reclassify your account, your account will be subject to the fees and earnings rules of the new account classification.

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

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

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

items as to which we have no opportunity to examine the signatures, you waive any requirement of multiple signatures.

Notice of Withdrawal - We reserve the right to require not less than 7 days' notice in writing before each withdrawal from an interest-bearing account, other than a time deposit or demand deposit, or from any other savings deposit as defined by Regulation D. (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 separately provided notice of penalty for early withdrawal.

6. Understanding and Avoiding Overdraft and Nonsufficient Funds (NSF) Fees.

Generally - The information in this section is being provided to help you understand what happens if your account is overdrawn. Understanding the concepts of overdrafts and nonsufficient funds (NSF) is important and can help you avoid being assessed fees or charges. This section also provides contractual terms relating to overdrafts and NSF transactions. An overdrawn account will typically result in you being charged a Paid Overdraft Item Fee or a Return NSF Item Fee. An overdraft occurs when there is not enough money in your Current Balance to pay for a transaction, but we pay the transaction anyway. An NSF transaction is slightly different. In an NSF transaction, we do not pay the transaction. Instead the transaction is rejected and the item or requested payment is returned. In either situation, we can charge you a fee.

Determining Your Account Balance - We use the Current Balance to determine whether your account is overdrawn, that is whether there is enough money in your account to pay for a transaction. Your Current Balance may not be the same as your Available Balance.

The Current Balance is the opening amount of money in your checking account at the start of business each morning and remains the same throughout the day. It includes all transactions or deposits posted during the previous night.

The Available Balance is your Current Balance (as described above) plus any pending credit transactions, such as ACH direct deposits, minus: transactions completed throughout the day such as cash withdrawals, teller cashed checks, wire transfers, internal transfers and ATM withdrawals; pending charges such as debit card purchases (POS), electronic payments or other transactions that we are legally obligated to pay; amount of deposits that are not yet available for withdrawal under our Funds Availability Policy; and holds on your balance, such as holds on funds to comply with court orders or other legal requirements.

The Available Balance is the amount of money in your account that you can use, spend or withdraw.

The primary difference between the Current Balance and the Available Balance is that the Available Balance shows financial transactions that have not yet been posted to your account (such as outstanding debit card transactions).

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, or not paying, discretionary 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 (sometimes referred to as "everyday") 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.

Nonsufficient Funds (NSF) Fees - If an item drafted by you (such as a check) or a transaction you set up (such as a preauthorized transfer) is presented for payment in an amount that is more than the amount of money in your account, and we decide not to pay the item or transaction, you agree that we can charge you a Return NSF Item Fee for returning the initial presentment of the item. You will not be charged a Return NSF Item Fee for any subsequent presentments of the same item, as long as the merchant representing the item has coded the transaction correctly as a representment.

Payment Types - Some, but not necessarily all, of the ways you can access the funds in your account include initiating checks, recurring debit card transactions, ATM withdrawals, everyday debit card transactions such as point-of-sale (POS), automated clearing house (ACH) transactions, or priority debit items. All these payment types can use different processing systems and some may take more or less time to post. This information is important for a number of reasons. For example,

keeping track of the checks you write and the timing of the preauthorized payments you set up will help you to know what other transactions might still post against your account.

For information about how and when we process these different payment types, see the Payment Order of Items subsection below.

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

Balance Information - We encourage you to manage your finances responsibly by reconciling your account balance. To avoid overdrafts and fees we recommend keeping track of your account balance by logging ACH transactions, checks, debit card transactions, ATM withdrawals, bank service charges, or other withdrawal requests authorized by you, in your account register or through various electronic budgeting applications. In addition, Southside Bank's online/mobile banking system allows you to set low balance alert notifications.

Funds Availability - Knowing when funds you deposit will be made available for withdrawal is another important concept that can help you avoid being assessed fees or charges. Please see our Funds Availability Disclosure for information on when different types of deposits will be made available for withdrawal. For an account 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 times 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, an authorization hold reduces how much you can spend by the amount you have charged for a purchase that has not posted/settled. It's a way for the merchant to ensure your card is valid and sufficient funds are available in your account to pay for the transaction. This is also referred to as an outstanding debit card authorization. The amount of the authorization hold could be different than the actual amount of your purchase when the merchant does not know the exact amount of the purchase at the time the card is authorized. Some common transactions where this occurs involve purchases of gasoline, hotel rooms, or meals at restaurants.

The process by which a merchant will receive funds from you for a debit card transaction is referred to as "settlement". A final settlement request is an instruction from the merchant to us to deduct the exact amount of your final purchase from your Current Balance. The settlement amount follows after the authorization and you have completed the transaction. While most transactions are settled within one business day, the actual timing depends on the merchant and is not controlled by us. It may take from one to eight business days for a merchant to settle.

Payment Order of Items - The order in which items are paid is important if there is not enough money in your account to pay all of the items that are presented. The payment order can affect the number of items overdrawn or returned unpaid and the amount of the fees you may have to pay. To assist you in managing your account, we are providing you with the following information regarding how we process those items.

If there are funds in your Current Balance to cover some, but not all, of the withdrawals and other debits to your account on a single business day, items presented for payment will be debited from your account in the following order of priority:

- 1) Priority debit items such as cash withdrawals, teller cashed checks, wire transfers, Zelle payments, internal transfers, account service fees, and ATM withdrawals; then
- 2) Everyday debit card transactions (such as one-time purchase of gas, groceries, etc.) will be debited in order from lowest to highest amount; then
- 3) Recurring debit card transactions (for example, regularly scheduled transactions that you have authorized a company to make) will be debited in order from lowest amount to highest amount; then
- 4) ACH items without check numbers will be debited in order from lowest amount to highest amount; then
- 5) ACH items with check numbers will be debited in order from lowest check number to highest check number, and then
- 6) Checks will be debited in order from lowest check number to highest check number.

At times, it may be impossible or impracticable to post items in the order described above. If that occurs, we will post items in an order that is at our discretion to your account.

If one or more checks, items or transactions are presented without sufficient funds in your account to pay it, you will be charged an NSF or overdraft fee according to our NSF or overdraft fee policy, which may result in one or more overdraft or NSF fees. We will not charge you a fee for paying an overdraft of an ATM or one-time (sometimes referred to as "everyday") debit card transaction if this is a consumer account and you have not opted-in to that service. The amounts of the overdraft and NSF fees are disclosed elsewhere, as are your rights to opt in to overdraft services for ATM and everyday debit card transactions, if applicable. We encourage you to make careful records and practice good account management. This will help you to avoid creating items without sufficient funds and potentially incurring the resulting fees.

7. 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.

ADDITIONAL ACCOUNT TYPES:

UTMA ACCOUNTS. Under the Uniform Transfers to Minors Act, the funds in the account are owned by the child who has unconditional use of the account when he or she reaches the age of majority. Before that time, the account may be accessed only by the custodian (or successor custodian), and the funds must be used for the benefit of the child. We, however, have no duty or agreement whatsoever to monitor or insure that the acts of the custodian (or successor custodian) are for the child's benefit. We are not responsible to monitor age or eligibility for an UTMA account, even though our records may include the minor's date of birth. It is the custodian's responsibility to properly distribute the funds in the account upon the minor's death or attainment of the age of majority. For this type of account, the child's SSN/TIN is used for the Backup Withholding Certification. The custodian and/or any person opening the Account agrees to indemnify and hold us harmless from and against any and all loss, damage, liability, or costs, including reasonable attorneys' fees, we may incur arising out of any action or claim by any beneficiary or other claimant with respect to the authority or actions taken by the custodian regarding the Account.

FIDUCIARY ACCOUNTS. Accounts may be opened by a person acting in a fiduciary capacity. A fiduciary is someone who is appointed to act on behalf of and for the benefit of another. We are not responsible for the actions of a fiduciary, including the misuse of funds. This account may be opened and maintained by a person or persons named as a trustee under a written trust agreement, named as an executor, administrator, or conservator under court orders, or by a custodian under the Uniform Transfers to Minors Act, the Uniform Gifts to Minors Act or any other applicable statute or court order. 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 appointing documents. The fiduciary opening the Account agrees to indemnify and hold us harmless from and against any and all loss, damage, liability, or costs, including reasonable attorneys' fees, we may incur arising out of any action or claim by any beneficiary or other claimant fiduciary with respect to the authority or actions taken by the fiduciary regarding the Account.

REPRESENTATIVE PAYEE ACCOUNTS. A Representative Payee Account is a type of fiduciary account established by statute to manage Social Security and Supplemental Security funds on behalf of a beneficiary. The Social Security Administration appoints a representative payee with authority to manage Account funds for the Account Holder. The representative payee does not have an ownership interest in the funds in the Account, nor has a right of survivorship in the Account on the death of the Account Holder. Upon our request, the representative payee will provide documentation from the Social Security Administration establishing his or her appointment as a representative payee of the Account Holder, and any other additional documentation necessary establishing authority to act on behalf of the Account Holder. We do not serve as a trustee, but only as custodian of the funds. The representative payee agrees to indemnify and hold us harmless from and against any claims, loss, costs, damage, or liability, including reasonable attorneys' fees, we may incur arising out of any claim or action by the Account Holder, a government entity, or any other claimant regarding the authority or actions taken by the representative payee in relation to the Account.

8. Stop Payments. The rules in this section cover stopping payment of items such as checks and drafts. Rules for stopping payment of other types of transfers of funds, such as 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 the most effective way for us to execute a stop-

payment order is by using an automated process, to be effective, your stop-payment order must precisely identify the number, date, and amount of the item, and the payee.

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

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. Limitations on the number of telephonic transfers from a savings account, if any, are described elsewhere.

10. Amendments and Termination. We may amend or delete any term of this agreement. We may also add new terms to this agreement. In addition, we may suspend, modify, convert, or terminate a service, convert this account to another account type, or close this account for any reason. For any of these types of changes, we will give you reasonable notice as required by law, by any reasonable method including by mail, by any electronic communication method to which you have agreed, on or with a periodic statement, or through any other method permitted by law. If we close the account, we will tender the account balance to you or your agent personally, by mail, or by another agreed upon method.

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 becomes effective. For instance, if we suspect fraudulent activity with respect to your account, and if we deem it appropriate under the circumstances and necessary to prevent further fraud, we might immediately freeze or close your account and then give you notice.

Unless otherwise indicated in the notice of change, if we have notified you of a change in any term of your account and you continue to maintain your account after the effective date of the change, you have agreed to the new or modified terms. You should review any change in terms notice carefully as the notice will provide important information of which you may need to be aware.

We reserve the right to waive any term of this agreement. However, such waiver shall not affect our right to enforce the term at a later date.

If you request that we close your account, you are responsible for leaving enough money in the account to cover any outstanding items or transactions to be paid from the account. Once any outstanding items or transactions are paid, we will close the account and tender the account balance, if any, to you or your agent personally, by mail, or by another agreed upon method.

Any items and transactions presented for payment after the account is closed may be dishonored. Any deposits we receive after the account is closed may be returned. We will not be liable for any damages for not honoring any such debits or deposits received after the account is closed.

Note: Rules governing changes in dividend (or interest) rates are provided separately in the Truth-in-Savings disclosure or in another document. In addition, for changes governed by a specific law or regulation, we will follow the specific timing and format notice requirements of those laws or regulations.

11. Correction of Clerical Errors. Unless otherwise prohibited by law, you agree, if determined necessary in our reasonable discretion, to allow us to correct clerical errors, such as obtaining your missing signature, on any account

documents or disclosures that are part of our agreement with you. For errors on your periodic statement, please refer to the Statements section.

12. 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 any notice in time to have a reasonable opportunity to act on it. If a 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. Notice we give you via the United States Mail is effective when it is deposited in the United States Mail with proper postage and addressed to your mailing address we currently have on file. Notice we give you through your email of record, or other electronic method to which you agreed, will be treated as delivered to you when sent. Notice to any of you is notice to all of you.

13. Statements. Your Duty to Report Unauthorized Signatures (Including Forgeries and Counterfeit Checks) and Alterations on Checks and Other Items - You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized signatures (including forgeries and counterfeit checks) 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 or alterations in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

Your Duty to Report Other Errors or Problems - In addition to your duty to review your statements for unauthorized signatures and alterations, you agree to examine your statement with reasonable promptness for any other error or problem - such as an encoding error or an unexpected deposit amount. Also, if you receive or we make available either your items or images of your items, you must examine them for any unauthorized or missing indorsements or any other problems. You agree that the time you have to examine your statement and items and report to us will depend on the circumstances. However, this time period shall not exceed 60 days. Failure to examine your statement and items and report any errors to us 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., online, mobile, 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.

Duty to Notify if Statement Not Received - You agree to immediately notify us if you do not receive your statement by the date you normally expect to receive it. Not receiving your statement in a timely manner is a sign that there may be an issue with your account, such as possible fraud or identity theft. Absent a lack of ordinary care by us, a failure to receive your statement in a timely manner does not extend the time you have to conduct your review under this agreement.

14. Account Transfer. This account may not be transferred or assigned without our prior written consent.

15. Reimbursement of Federal Benefit Payments. 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 available legal remedy to recover the amount of our liability.

16. 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.

17. 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:

1. it is an Individual Retirement Account or similar tax-deferred account, or
2. 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
3. the debtor's right of withdrawal only arises in a representative capacity, or
4. the debt is created by a home equity loan.

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.

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

19. 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.

20. Pledges. Each owner of this account may pledge all or any part of the funds in it for any purpose to which we agree. Any pledge of this account must first be satisfied before the rights of any surviving account owner or account beneficiary become effective.

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

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

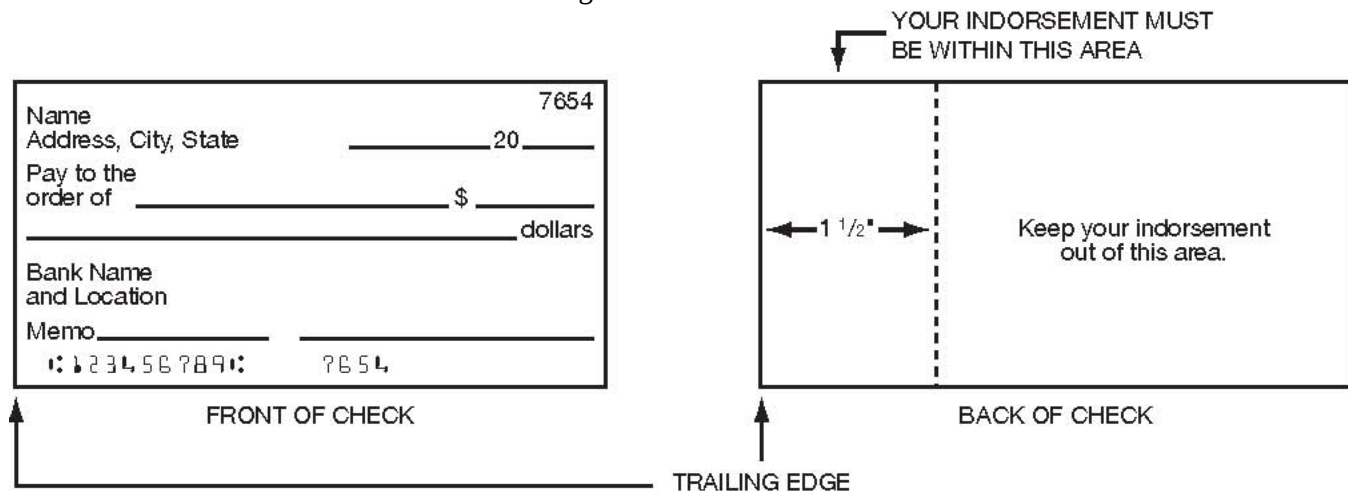
23. FDIC Insurance. Funds in your account(s) with us are insured by the Federal Deposit Insurance Corporation (FDIC) and backed by the full faith and credit of the United States. The amount of insurance coverage you have depends on the number of accounts you have with us that are of different "ownership". An individual account is one unique form of ownership; a joint account, a pay-on-death account, and a self directed qualified retirement account (e.g., an IRA) are examples of some of the others. Deposit insurance for a person's self directed qualified retirement account is up to \$250,000. (An IRA is a self directed qualified retirement account as is any account where the owner decides where and how to invest the balance.) Funds are insured to \$250,000 per depositor for the total of funds combined in all of your other insured accounts with us. If you want a more detailed explanation or additional information, you may ask us or contact

the FDIC. You can also visit the FDIC website at www.fdic.gov and click on the Deposit Insurance link. The link includes detailed contact information as well as a deposit insurance estimator.

24. 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.

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

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. Cash Transaction Reporting. To help law enforcement agencies detect illegal activities, the law requires all financial institutions to gather and report information on some types of cash transactions. If the information we need to complete the report is not provided, we may be required to refuse to handle the transaction. If you have any questions regarding these rules, the U.S. Treasury Financial Crimes Enforcement Network ("*FinCEN*") maintains a frequently asked questions (FAQ) document online. The FAQ also includes additional information for contacting FinCEN.

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

29. Credit Verification. You authorize us to request and obtain one or more credit reports about you from one or more credit reporting agencies for the purposes of considering your application for the account, reviewing or collecting any account opened for you, or for any other legitimate business purpose. You authorize us to disclose information about your account to a credit reporting agency if your account was closed because you have abused it.

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

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

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

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

33. 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 as required by applicable law. However, nothing in this agreement shall be construed as a waiver of any rights you may have under applicable law with regards to such legal action. Subject to applicable law, we may, in our sole discretion, choose to freeze the assets in the account and not allow any payments or transfers out of the account, or take other action as may be appropriate under the circumstances, until there is 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 and applicable law. 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, unless otherwise prohibited by applicable law.

The list of fees applicable to your account(s) - provided elsewhere - may specify additional fees that we may charge for responding to certain legal actions.

34. Check Processing. We process items mechanically by relying almost exclusively 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.

35. Check Storage and Copies. You agree that you will not receive your canceled checks. We will store your canceled checks or copies of them for a reasonable retention period. You may request copies from us in the manner we require.

36. 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 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.

37. 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 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.

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

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

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

Positive Pay and Other Fraud Prevention Services - Except for consumer electronic 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, 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. You will not be responsible for such transactions if we acted in bad faith or to the extent our negligence contributed to the loss. Such services include positive pay or commercially reasonable security procedures. If we offered you a commercially reasonable security procedure which you reject, you agree that you are responsible for any payment order, whether authorized or not, that we accept in compliance with an alternative security procedure that you have selected. The positive pay service can help detect and prevent check fraud and is appropriate for accounts holders that issue a high volume of checks, a lot of checks to the general public, or checks for large dollar amounts.

39. 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.

40. Instructions From You. 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, email, voicemail, or phone call to a facsimile number, email address, or phone number not designated by us for a particular purpose or for a purpose that is unrelated to the request or instruction.

41. Monitoring and Recording Telephone Calls and Account Communications. Subject to federal and state law, we may monitor or record phone calls for security reasons, to maintain a record, and to ensure that you receive courteous and efficient service. You consent in advance to any such recording.

To provide you with the best possible service in our ongoing business relationship for your account, we may need to contact you about your account from time to time by telephone, text messaging, or email. In contacting you about your account, we may use any telephone numbers or email addresses that you have previously provided to us by virtue of an existing business relationship or that you may subsequently provide to us.

You acknowledge that the number we use to contact you may be 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 acknowledge that we may contact you by voice, voicemail, or text messaging. You further acknowledge that we may use pre-recorded voice messages, artificial voice messages, or automatic telephone dialing systems.

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

42. Claim of Loss. The following rules do not apply to a transaction or claim related to a consumer electronic fund transfer governed by Regulation E (e.g., an everyday/one-time consumer debit card or ATM transaction). The error resolution procedures for consumer electronic fund transfers can be found in our initial Regulation E disclosure generally titled, "Electronic Fund Transfers." For other transactions or claims, 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.

43. 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 separately provided notice of penalty for early withdrawals for additional information.

44. Changes in Name and Contact Information. You are responsible for notifying us of any change in your name, address, or other information we use to communicate with you. Unless we agree otherwise, notice of such a change must be made in writing. 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 information you have provided to us. If provided elsewhere, we may impose a service fee if we attempt to locate you.

45. 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.

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

47. Health Savings Accounts (HSA). For your convenience, we permit you to take distributions from your HSA by check. This feature can raise a variety of tax concerns – for example getting additional cash back on an HSA checking transaction. As a result, if you have more than one account with us, it is a good practice to make sure you are using the appropriate checkbook for the transaction. Also, it is your responsibility to ensure your distributions and other actions related to the HSA comply with the law, including federal tax law. As always, we recommend consulting a legal or tax professional if you have any questions about managing your HSA. The terms of this agreement are intended to work in conjunction with the HSA Agreement provided to you earlier. In the event of a conflict, the terms of the HSA Agreement control. You understand that your HSA is intended to be used for payment of qualified medical expenses. It is your responsibility to satisfy any tax liability resulting from use of your HSA for any purpose other than payment or reimbursement of qualified medical expenses. We do not monitor the purpose of any transaction to or from your HSA. Nor are we responsible for ensuring your eligibility for making contributions or ensuring withdrawals are used for payment or reimbursement of qualified medical expenses. Refer to your HSA Agreement for more information relating to the use of your HSA.

48. Funds Transfers. Unless otherwise required by applicable law, such as Regulation J or the operating circulars of the Board of Governors of the Federal Reserve System, 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 and other funds-transfer system rules, as applicable. 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 or other funds-transfer systems. 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.

49. FedNow® Service.

(A) Agreement. This "FedNow® Service" section ("*Section*") describes the terms and conditions that govern the FedNow Service as facilitated through our institution ("*Service*"). The FedNow Service is the funds-transfer system owned and operated by the Federal Reserve Banks to support instant payments. FedNow® is a registered trademark of the Federal Reserve Board of Governors. You agree to the terms and conditions of this Section and acknowledge that you may receive instant payments through the Service.

This Section incorporates and supplements the Terms and Conditions of your account(s) with us ("*Account*"). In particular the Funds Transfers section of these Terms and Conditions also applies to this Service, along with any other disclosures, agreements, or other documents we have given, or may give, you pertaining to your Account or services with us (referred to collectively as the "*Account Agreement*"). Unless otherwise stated below, in the event of any conflict between the terms of this Section and your Account Agreement, the terms of this Section control.

(B) Governing Law. This Section is governed by applicable federal laws and regulations, including Subpart C of Regulation J of the Board of Governors of the Federal Reserve System ("*Board*") and the Board's operating circulars, as may be amended from time to time. As provided in those laws, to the extent the Electronic Fund Transfer Act ("*EFTA*") does not apply, this Section is governed by Article 4A of the Uniform Commercial Code – Funds Transfers ("*UCC 4A*") as published in Appendix A of Regulation J. To the extent the EFTA applies, your rights under the EFTA are described in the separately (or previously) provided Electronic Fund Transfers Disclosure. If any part of this Section is determined to be unenforceable, the rest of the Section remains effective.

(C) Payment Order Definition. As used in this Section, "*payment order*" includes only those instructions sent or received through the Service. Payment order does not include automated clearing house transfers, checks, wire transfers, or other instructions not sent through the Service. Terms and conditions for those types of payments are addressed elsewhere, as applicable.

(D) Service Availability. In general, the Service will be available to receive transactions 24 hours a day, seven days a week. However, there may be times when the Service is unavailable due to prescheduled or emergency maintenance. Notice will depend on the circumstances, but we will strive to provide you with advance notice whenever possible. We reserve the right to change the hours during which the Service is available.

(E) Permitted Types of Transactions.

Receive Only – As a user of the Service, you may receive transactions that are sent through the Service. Currently, you do not have the ability to send transactions through the Service.

Information Request – You may send an information request through the Service to, for example, request information about the source or amount of a payment.

Restrictions on Use – We reserve the right to restrict or limit your use of, or ability to send or receive transactions through, the Service if we find evidence of fraud or other misuse, or at our discretion. At our option, we may also impose a waiting period for newly opened accounts before the account may receive payment through the Service. We also reserve the right to restrict access to, or use of, the Service, as may be required by state or federal law or the rules of the Federal Reserve. Your use may also be restricted if systemic, technological or other emergency issues require that use of the Service be restricted, whether on a temporary or permanent basis.

(F) Transfer Limitations. The maximum amount of funds that may be received in a single transaction through the Service is \$500,000. If we change this limit we will notify you to the extent the law requires such notification.

Only domestic transactions may be made through the Service. You agree not to use the Service for international transactions.

(G) Transaction Settlement. Transactions made through the Service are final and settled in real time (typically within seconds). There may be some exceptions to transactions settling in real time. For example, a transaction may be rejected or delayed if:

- The recipient account is invalid, closed, or blocked;
- Information regarding the recipient account is missing or incorrect;
- The payment is a duplicate;
- The payment exceeds the maximum limit on payment amounts;

- Additional information is needed to verify the validity of the transaction;
- There is a compliance reason to not accept the payment; or
- Any other reason permitted or required by law or our internal policies.

The Service does not accommodate transactions scheduled for a later date, whether on a one-time or recurring basis.

(H) Payment Return Requests. Although payments sent through the Service settle immediately, the sending party may request that the funds be returned. This may occur, for example, if the payment is sent in error to the wrong recipient. If such a request is made, we will contact you.

(I) Fees. We may charge a fee for your use of the Service. Any fees we charge will be disclosed in our separate fee schedule.

(J) Funds Availability. After we accept a payment order listing you as the recipient, we will immediately credit your account with the amount of the order. Funds transmitted through the Service are generally made available within a few seconds. However, delays may occur due to technical issues, maintenance periods, verification requirements, or for other reasons. For example, if we have reasonable cause to believe that you are not entitled or permitted to receive payment, we may request additional time to determine whether to accept a payment order on your behalf. Our agreement to make funds immediately available shall not create any rights that you or any party (other than a Federal Reserve Bank) may assert against us, or otherwise affect our liability to you or any other party (other than a Federal Reserve Bank) under UCC 4A or any other law.

(K) Security Procedures. Because this Service is "Receive Only" at this time, we do not have any additional security procedures in place to receive transfers through the Service other than those security procedures already in place that are used by you to access your accounts. We reserve the right to add other security procedures as we deem necessary to address fraud, unauthorized transfers, or other compliance or legal issues.

(L) Unauthorized Transfers. For more information regarding your rights and liabilities related to, as well as your responsibility to examine your statements and report, unauthorized transactions (including unexpected deposit amounts), please refer to your Electronic Fund Transfers disclosure (for consumer accounts) and the Statements section of the Terms and Conditions for your Account.

If we in good faith believe that a transfer was the result of fraudulent activity, we are required to report the activity to our Administrative Reserve Bank.

(M) Liability. The Federal Reserve Banks own and operate the FedNow Service. We make no guaranty, warranty, or representation of any kind, express or implied, with respect to the FedNow Service as provided by the Federal Reserve Banks. Unless otherwise required by law, you agree to release and hold us harmless from any claim, liability, or damage, including damages resulting from the actions of any intermediary as well as any consequential, indirect, special, or incidental damages you may incur due to your use of the Service. Unless otherwise required by law, we are not responsible for any losses due to unauthorized orders or transactions involving your use of the Service.

50. Real Time Payments (RTP®) Service.

(A) Agreement. This "Real Time Payments (RTP®) Service" section ("*Section*") describes the terms and conditions that govern your use of the RTP Service, as facilitated through our institution ("*Service*"). The RTP Service is the funds-transfer system owned and operated by The Clearing House Payments Company, LLC, ("*TCH*") to support instant payments. RTP® is a registered trademark of TCH. You agree to the terms and conditions of this Section and acknowledge that you may receive instant payments through the Service.

This Section incorporates and supplements the Terms and Conditions of your account(s) with us ("*Account*"). In particular the Funds Transfers section of these Terms and Conditions also applies to this Service, along with any other disclosures, agreements, and other documents we have given or may give you pertaining to your Account or services with us (referred to collectively as the "*Account Agreement*"). Unless otherwise stated below, in the event of any conflict between the terms of this Section and your Account Agreement, the terms of this Section control.

(B) Governing Law. This Section is governed by applicable federal laws and regulations, including the Electronic Fund Transfer Act ("*EFTA*"), as well as applicable state law, and the RTP System Operating Rules (as maintained and updated from time-to-time by TCH). To the extent the EFTA does not apply, this agreement is subject to Article 4A of the Uniform Commercial Code – Funds Transfers ("*UCC 4A*") as adopted in New York. To the extent the EFTA

applies, your rights under the EFTA are described in the separately (or previously) provided Electronic Fund Transfers Disclosure. If any part of this Section is determined to be unenforceable, the rest of the Section remains effective.

(C) Representations and Warranties. By participating in the Service, you agree that your use of the Service complies with all applicable laws, regulations, and funds transfer system rules. You agree that any transaction you participate in through the Service will involve only parties whose accounts are located in the United States. You understand that we may not transmit payments for parties located outside of the United States. Further, you certify that your transactions comply with all applicable OFAC requirements and regulations, and that your use of the service is not for any fraudulent, unlawful, or unauthorized purpose.

(D) Data Collection. By using the Service, you recognize and agree that TCH may, at its sole discretion, collect and use for any business purpose aggregated and anonymized data regarding the participants and the transactions which utilize the Service.

(E) Payment Order Definition. As used in this Section, "payment order" includes only those instructions sent or received through the Service. Payment order does not include automated clearing house transfers, checks, wire transfers, or other instructions not sent through the Service. Terms and conditions for those types of payments are addressed elsewhere, as applicable.

(F) Service Availability. In general, the Service will be available to receive transactions 24 hours a day, seven days a week. Note that there may be times when the Service is unavailable due to prescheduled or emergency maintenance. Notice will depend on the circumstances, but we will strive to provide you with advance notice whenever possible. We reserve the right to change the hours during which the Service is available.

(G) Permitted Types of Transactions.

Receive Only – As a user of the Service, you may receive transactions that are sent through the Service. Currently, you do not have the ability to send transactions through the Service.

Information Request – You may send an information request through the Service to, for example, request information about the source or amount of a payment.

Restrictions on Use – We reserve the right to restrict or limit your use of, or ability to send or receive transactions through, the Service if we find evidence of fraud or other misuse, or at our discretion. At our option, we may also impose a waiting period for newly opened accounts before the account may receive payment through the Service. We also reserve the right to restrict access to, or use of, the Service, as may be required by state or federal law or RTP operating rules. Your use may also be restricted if systemic, technological, or other emergency issues require that use of the Service be restricted, whether on a temporary or permanent basis.

(H) Transfer Limitations. The maximum amount of funds that may be received in a single payment through the Service is \$10,000,000. If we change this limit we will notify you to the extent the law requires such notification.

Only domestic transactions may be made through the Service. You agree not to use the Service for international transactions.

(I) Transaction Settlement. Transactions made through the Service are final and settle in real time (typically within seconds). There may be some exceptions to transactions settling in real time. For example, a transaction may be rejected or delayed if:

- The recipient account is invalid, closed, or blocked;
- Information regarding the recipient account is missing or incorrect;
- The payment is a duplicate;
- The payment exceeds the maximum limit on payment amounts;
- Additional information is needed to verify the validity of the transaction;
- There is a legal or regulatory compliance reason to decline a transaction; or
- Any other reason permitted or required by law or our internal policies.

The Service does not accommodate transactions scheduled for a later date, whether on a one-time or recurring basis.

(J) Payment Return Requests. Although payments sent through the Service settle immediately, the sending party may request that the funds be returned. This may occur, for example, if the payment is sent in error to the wrong recipient. If such a request is made, we will contact you.

(K) Fees. We may charge a fee for your use of the RTP Service. Any fees we charge will be disclosed in our separate fee schedule.

(L) Funds Availability. After we accept a payment order listing you as the recipient, we immediately credit your account with the amount of the order. Funds transmitted through the Service are generally made available within a few seconds. However, delays may occur due to technical issues, maintenance periods, verification requirements, or for other reasons. For example, if we have reasonable cause to believe that you are not entitled or permitted to receive payment, we may request additional time to determine whether to accept a payment order on your behalf. Our agreement to make funds immediately available shall not create any rights that you or any party (other than a Federal Reserve Bank) may assert against us, or otherwise affect our liability to you or any other party (other than a Federal Reserve Bank) under UCC 4A or any other law.

(M) Security Procedures. Because this Service is "Receive Only" at this time, we do not have any additional security procedures in place to receive transfers through the Service other than those security procedures already in place that are used by you to access your accounts. We reserve the right to add other security procedures as we deem necessary to address fraud, unauthorized transfers, or other compliance or legal issues.

(N) Unauthorized Transfers. For more information regarding your rights and liabilities related to, as well as your responsibility to examine your statements and report, unauthorized transactions (including unexpected deposit amounts) please refer to the Security Procedures section above, your Electronic Fund Transfers disclosure (for consumer accounts) and the Funds Transfers section and the Statements section of the Terms and Conditions for your Account.

(O) Liability. The Clearing House Payments Company, LLC, ("**TCH**") owns and operates the RTP Service. We make no guaranty, warranty, or representation of any kind, express or implied, with respect to the RTP Service as provided by TCH. Unless otherwise required by law, you agree to release and hold us harmless from any claim, liability, or damage, including damages resulting from the actions of any intermediary as well as any consequential, indirect, special, or incidental damages you may incur due to your use of the Service. Unless otherwise required by law, we are not responsible for any losses due to unauthorized orders or transactions involving your use of the Service.

51. Governing Law, Venue, Waiver of Jury and Class Action.. This Agreement shall be governed by and construed in accordance with all applicable federal laws and all applicable substantive laws of the State of Texas in which we are located and where you opened your account. In addition, we are subject to certain federal and state regulations and local clearing house rules governing the subject matter of the Agreement. You understand that we must comply with these laws, regulations, and rules. You agree that if there is any inconsistency between the terms of the Agreement and any applicable law, regulation, or rule, the terms of the Agreement will prevail to the extent any such law, regulation, or rule may be modified by agreement.

You and we both agree that any claim, lawsuit, or cause of action arising out of or related to this agreement or any relationship between you and us (a "claim") shall be brought in the court of the State of Texas, Smith County, or if it can acquire jurisdiction, the United States District Court for the Northern District of Texas sitting in Tyler, Texas, which courts shall have exclusive jurisdiction over any such disputes between you and us. Additionally, you consent to the personal jurisdiction of those courts over you and waive any and all arguments that those courts do not have exclusive, mandatory jurisdiction over any claim between you and us.

YOU AND WE EACH VOLUNTARILY AND KNOWINGLY ACKNOWLEDGE AND AGREE THAT (1) ANY CLAIM SHALL BE DECIDED BY A JUDGE AND NOT A JURY, (2) EACH OF US WAIVES THEIR RIGHT TO A TRIAL BY JURY, AND (3) ANY CLAIM WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT AS A CLASS, REPRESENTATIVE, MASS, OR CONSOLIDATED ACTION.

52. Verification Regarding Discrimination Against Firearm Entities or Trade Associations. If this contract is (a) made between Southside Bank and a governmental entity and (b) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity, then, pursuant to Tex. Gov't. Code § 2274 (enacted by

S.B. 19, 87th Texas Legislature, Regular Session (2021)), Southside Bank verifies that (1) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) it will not discriminate during the term of this contract against a firearm entity or firearm trade association.

53. Verification Regarding Boycotting Energy Companies. If this contract is (a) made between Southside Bank and a governmental entity and (b) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity, then, pursuant to Tex. Gov't Code § 2274 (enacted by SB 13, 87th Texas Legislature, Regular Session (2021)), Southside Bank verifies that (1) it does not boycott energy companies and (2) it will not boycott energy companies during the term of this contract.

54. Verification Regarding Boycotting Israel . If this contract is (a) made between Southside Bank and a governmental entity and (b) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity, then, pursuant to Tex. Gov't Code § 2271, Southside Bank verifies that (1) it does not boycott Israel and (2) it will not boycott Israel during the term of this contract.

55. Overdraft Privilege Policy. Overdraft Privilege is extended to your account to help manage unanticipated or unforeseen expenses. Southside Bank encourages you to manage your finances responsibly by frequently reconciling your account(s). This non-contractual courtesy does not bear a cost unless you access the Overdraft Privilege by initiating checks, recurring debit card transactions, ATM withdrawals, debit card transactions such as point-of-sale (POS), ACH transactions, or other withdrawal requests for more than the amount of money you have in your account. Payment of overdrafts caused by ATM and everyday debit card transactions such as POS transactions will only be authorized if you have opted-in to that service. If you maintain your account in good standing (as defined below) and you have need for this privilege, we will generally pay your transactions up to your assigned limit. A flat fee of \$30 will be charged as a Paid Overdraft Item Fee each time an overdraft item is paid. We will send you a notice each time an overdraft on your account occurs.

Overdraft Privilege limits are assigned on your account as follows: up to \$200 on checking accounts open less than 60 days and up to \$600 for checking accounts open 60 days or more when the account has \$500 in deposit(s) within a rolling 60-day time period. If the \$500 in deposit(s) has not been reached over the time period, the Overdraft Privilege limit will be adjusted down to \$200.

It is the policy of our Bank to comply with applicable laws and regulations, and to conduct business in accordance with applicable safety and soundness standards. An overdraft on your account may result from: a) the payment of checks, ATM withdrawals, debit card payments (POS), recurring debit card transactions, ACH transactions, payments authorized by you, or other withdrawal requests; b) the return of deposit items by other institutions marked unpaid; c) Bank service charges; or d) deposits that are not yet available for withdrawal under our Funds Availability Policy. We are not obligated to pay any item presented for payment if your account does not have sufficient funds in your Current Balance. However, if you maintain your account in Good Standing (as defined below) we will consider as a discretionary courtesy or service and not a right of yours nor an obligation on our part, approving your overdrafts. Payment of overdrafts caused by ATM and everyday debit card transactions such as POS transactions will only be authorized if you have opted-in to that service. Generally, we will not approve an overdraft for you in excess of your assigned limit as determined in paragraph above. The Paid Overdraft Item Fee(s) charged for covering overdrafts, as well as the amount of the overdraft item, will be subtracted from your Overdraft Privilege limit.

An account in Good Standing is defined as: a) making regular deposits; b) bringing the account to a positive Current Balance every 30 days or less; c) having no legal orders outstanding; d) not being in default on any loan obligation to Southside Bank; and e) not having declared bankruptcy.

Overdraft Privilege does not constitute an actual or implied obligation of us. We may refuse to pay an overdraft on your behalf at any time, even though we may have previously paid overdrafts for you. The service represents a purely discretionary courtesy that we may provide to you from time to time and which may be withdrawn or withheld by us at any time without prior notice, reason or cause. We will notify you via mail or email of any overdraft items paid or NSF items returned that you may have; however, we have no obligation to notify you before we pay or return any item. The amount of any overdraft plus our Return NSF Item Fee and/or Paid Overdraft Item Fee(s) that you owe us shall be due and payable upon demand. If we pay an overdraft on an account with more than one owner on the signature card, each owner (and agent if applicable) shall be jointly and severally liable for such overdraft plus our Return NSF Item and/or Paid Overdraft Item Fee(s).

Overdraft Privilege is not available on Money Market, Health Savings, eChecking, Spirit Checking, and Savings accounts. Overdraft Privilege is also not available on estate and trust accounts. We may limit the number of accounts eligible for Overdraft Privilege to one account. Additionally, we reserve the right to not approve any overdrafts against your account until we can verify that your account is being maintained in Good Standing.

We will not charge you more than three Paid Overdraft Item Fees per day for paying overdrafts on your account and three Return NSF Item Fees per day for returning transactions due to insufficient funds in your account. The Paid Overdraft Item Fee will be waived for each item that, when posted, results in your Current Balance being negative by \$50 or less. Each item presented and paid that results in your Current Balance being negative by more than \$50 will be charged the Paid Overdraft Fee(s). Each item presented and returned due to insufficient funds will be charged a Return NSF Item Fee(s).

YOU MAY ALWAYS OPT OUT. You may choose at any time to not participate in the Overdraft Privilege service by notifying Customer Care or your account officer at 1.877.639.3511.

We offer additional overdraft protection services that you may choose to utilize. These include credit approved overdraft lines of credit and automatic funds transfers from another account of yours with us. If you choose these optional services, you may save money on the total fees you pay us for overdraft protection services. Additional terms and conditions may apply to these optional services.

We encourage you manage your finances responsibly by reconciling your account balance. To avoid overdrafts and fees we recommend keeping track of your account balance by logging ACH transactions, checks, debit card transactions, ATM withdrawals, bank service charges, or other withdrawal requests authorized by you. In your account register or through various electronic budgeting applications. In addition, our online/mobile banking system allows you to set low balance alerts notifications.

This disclosure may not address all issues relating to overdraft privilege. If you need further clarification, do not hesitate to call Customer Care or your account officer at 1.877.639.3511.

56. Date Account Opened. If you open an account with us after 7:00 PM on a business day that we are open, we will consider that the transaction was made at the opening of the next business day for account opening, effective date and issue date purposes.

57. Account Termination . We will consider your Account closed WHEN THE ACCOUNT BALANCE IS \$0.00 (Zero) FOR 35 (Thirty five) CONSECUTIVE DAYS. In addition, we may require you to close your account and open a new account if: there has been fraud reported involving your account, there is a change to authorized signer(s), or any checks are lost or stolen.

58. Deposit Discrepancies. When you make a deposit into your account, we will credit your account for the amount stated on the deposit slip and we may provide you with a receipt. If after our review we determine that the amount credited to your account is incorrect, we will correct the amount of the discrepancy.

59. Early Pay. Early Pay is a service offered on consumer checking and savings accounts providing early access to preauthorized deposits made electronically through the Automated Clearing House (ACH). Early Pay is not available on Money Market and Relationship Checking accounts. An Early Pay deposit may be available in your account up to two days prior to our receipt of the funds. Your consumer accounts are automatically enrolled and no action is needed on your part. When preauthorized deposits are made available to you early, they will memo post and be reflected in your Available Balance. After nightly processing the deposit(s) will be reflected in your Current Balance.

Early availability depends on when we receive the payor's payment instructions, deposit type, fraud prevention screening, and any criteria necessary to maintain the security of your account or our payment systems. Any preauthorized deposit not made available early will be made available according to our Funds Availability Policy. Early availability of deposits is not guaranteed and may vary from deposit to deposit. If we make deposits available early to you and we are unable to collect the funds from the payor, you will be liable to repay us the funds. You agree that we may debit your account for the funds, even if you have already withdrawn them and the debit would overdraw your account. Early Pay service

is provided as a courtesy, and we reserve the right to terminate the service or change the criteria used to make deposits available early at any time without notice to you.

60. Notice Regarding Inaccurate Information.

As a participant in the consumer reporting system, we furnish information about our experience with you to consumer reporting agencies. These reports allow us to make credit and other opportunities available to you. If you believe that we have furnished information to a consumer reporting agency that is inaccurate please notify us at the following address and identify the specific information that is inaccurate:

Southside Bank

1201 S Beckham Ave
Tyler, TX 75701

61. International ACH Transactions.

Financial institutions are required by law to scrutinize or verify any international ACH transaction (IAT) that they receive against the Specially Designated Nationals (SDN) list of the Office of Foreign Assets Control (OFAC). This action may, from time to time, cause us to temporarily suspend processing of an IAT and potentially affect the settlement and/or availability of such payments.

62. 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 your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.