

2 0



Contents

Welcome Letter	0
Stellar Bank: The Story	0
Stellar Bank at a Glance	0
Stellar Bank Products and Services	1
Business Accounts – – – – – – – – – – – – – – – – – – –	
Business Account Quick Reference	
Treasury Management Services	
Commercial Lending — — — — — — — — — — — — — — — — Personal Accounts — — — — — — — — — — — — — — — — — — —	
Personal Account Quick Reference	
Consumer Lending — — — — — — — — — — — — — — — — — — —	
Transaction Closing Times — — — — — — — — — — — — — — — — — — —	-
Online Banking	_ 2
Allegiance Bank Legacy Customers	2
Important Dates – – – – – – – – – – – – – – – – – – –	- 2
FAQs	_ 3
CommunityBank of Texas Legacy Customers	3
Important Dates — — — — — — — — — — — — — — — — — — —	
FAQs	_ 4
Banking Centers	4
Contact Information	5
Disclosures, Terms and Conditions	5

Allegiance Bank and CommunityBank of Texas will transition to Stellar Bank effective February 21, 2023.

From all of us at Stellar Bank: Welcome!



Robert R. Franklin, Jr.



Ray Vitulli

Hello,

On behalf of our entire team, we are excited to welcome you to Stellar Bank. Since the official merger of Allegiance Bank and CommunityBank of Texas on October 1, 2022, we have been working diligently towards full integration of the two entities. We are pleased to announce that on February 21, 2023, both banks will re-open as Stellar Bank.

While our name and some systems are changing, what won't change is our commitment to you. All 900+ bankers on our team are focused on providing an exceptional banking experience—one that combines high-level service with a robust product offering to serve your financial needs now and into the future.

This Welcome Guide will help make the transition smooth and efficient. It contains product information, important dates and a list of Frequently Asked Questions to guide you. If you have any questions not covered here, simply contact your banker or banking center, and we will be happy to help by phone, email or in person.

Your confidence and trust are vitally important to us. Please know that we have taken special care to minimize any disruption to your banking during this transition. Also know that we will keep you informed.

You can expect continued communication leading up to February 21, including information and instructions related to your online banking access. Rest assured that you will have full functionality with the integrated system.

All of us here greatly appreciate the loyal relationships we've built over the years with you, your family and your business. Again, welcome to Stellar Bank. We are grateful for the opportunity to serve you.

Sincerely,

Robert R. Franklin, Jr. Executive Chairman

Stellar Bank

Ray Vitulli Chief Executive Officer Stellar Bank

Ritulli.

Stellar Bank: The Story

When Allegiance Bank and CommunityBank of Texas were both founded, neither knew it at the time, but both banks were guided by a shared belief. Each was committed to being a responsive, relationship-based bank with strong ties to the local community.

That's why it makes such perfect sense that these two banks have now become one. This merger combines the strengths of two independent, Texas-owned banks that have similar visions, business models and cultures—to create something even stronger.

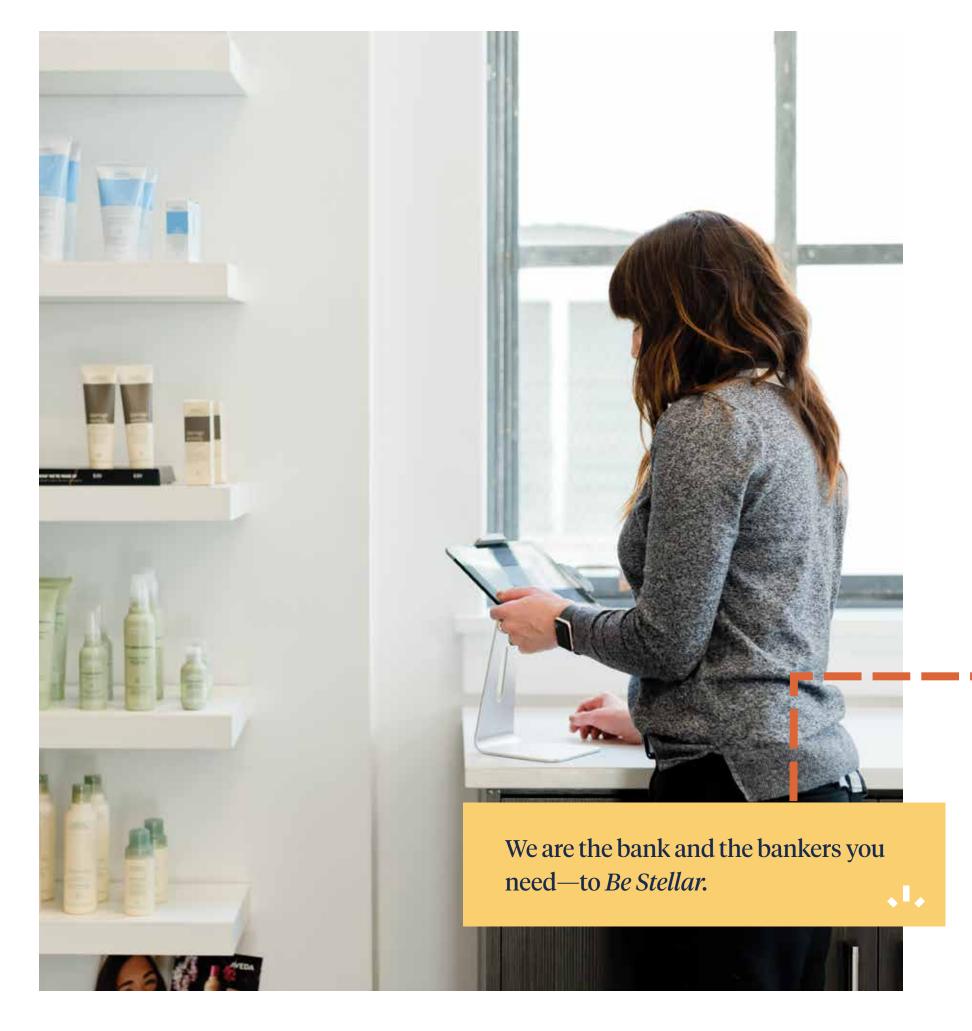
As Stellar Bank, we are in an even better position to serve your unique banking needs. We now can provide you with more convenient locations, more robust offerings, greater lending strength and enhanced technical solutions.

Ultimately, Stellar Bank empowers you to thrive. This is our mission, and we deliver on it in many ways. For starters, we're committed to you for the long-term. When you partner with us, your goals become ours, and we have the tools and expertise to help you accomplish them.

We understand the challenges in your local market, because it's our market too. Our bankers are connected, resourceful and agile. They're adept at sizing up your situation, strategizing creative solutions, and giving you quick answers.

They also happen to be human beings you can count on. With Stellar Bank, you get ready access to real people who are approachable, responsive and fully engaged in guiding you to your goals. In short, you get a partner who goes above and beyond to help you get it done.

We are the bank and the bankers you need — to be stellar.



Stellar Bank at a Glance



Focus on personal service and relationship banking

Top Workplaces

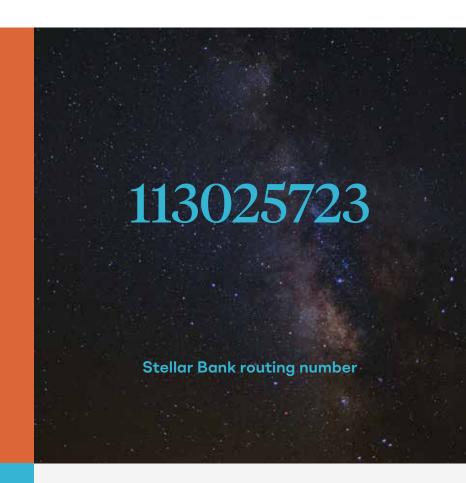
Houston Chronicle's

Top Workplaces for 13

consecutive years



Largest Community Bank headquartered in Houston, Texas





Publicly traded company on the Nasdaq Global Select Market



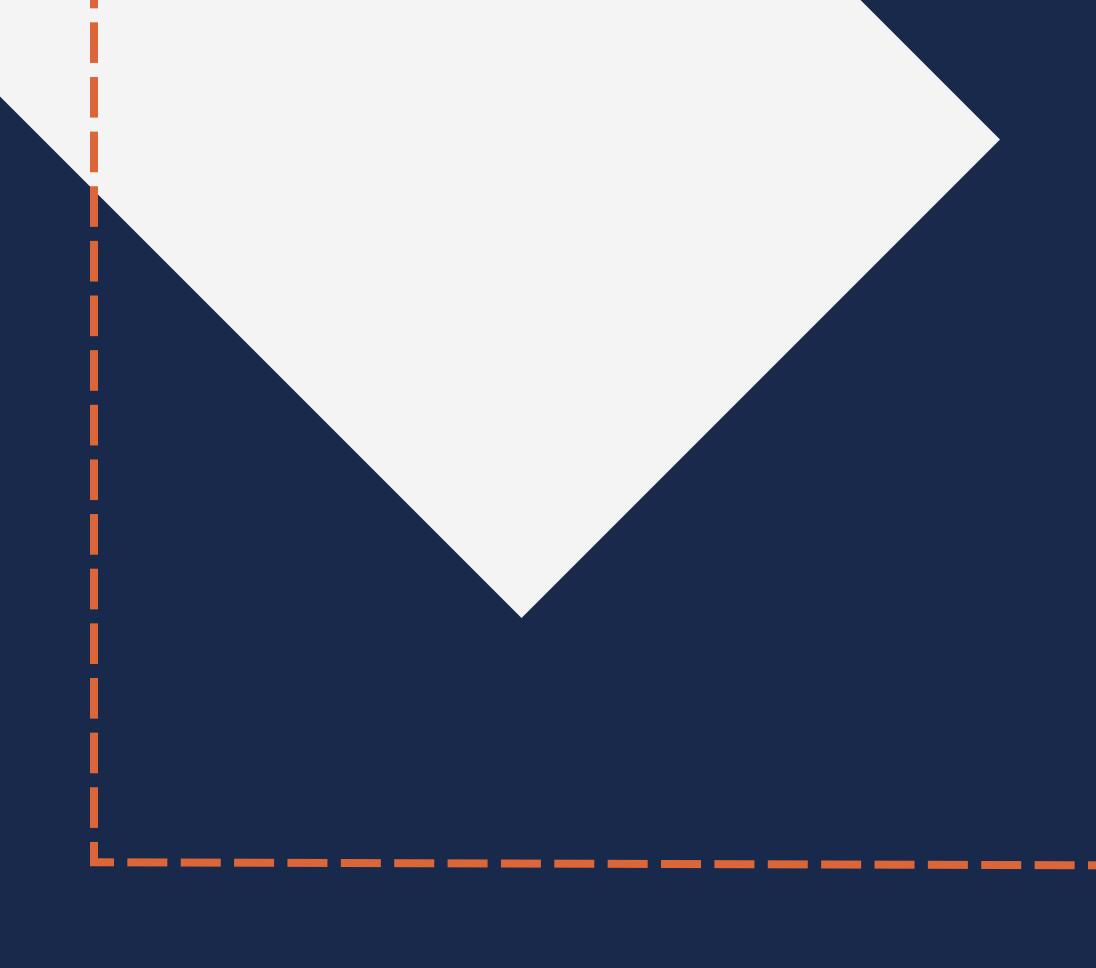
stellar.bank

A new website address.
Only verified banks can use
.bank providing you with the
highest level of security



3,000+ hours of giving back to the communities we serve

Stellar Bank Products and Services



Business Accounts

ACCOUNT NAME	MINIMUM BALANCE TO OPEN	MONTHLY SERVICE CHARGE	HOW TO AVOID A SERVICE CHARGE
Business Checking	\$200	\$15	Average collected balance of \$2,500
Small Business Checking	\$200	N/A	N/A
Business Interest Checking	\$200	\$15	\$1,000 minimum balance
Business Analysis Checking	\$200	\$15	N/A
IOLTA Account (Interest on Lawyers' Trust Account)	\$200	N/A	N/A
Business Savings	\$200	\$6 quarterly service charge	\$200 minimum balance
Business Money Market	\$2,500	\$15	\$2,500 minimum balance
Certificate of Deposit	\$1,000	N/A	N/A

PER FEE ITEMS	MINIMUM BALANCE FOR APY	INTEREST COMPOUNDING & CREDITING	MISCELLANEOUS
\$0.50 per item in excess of 200 items per cycle /Cash deposit: \$2 per \$1,000 cash handling fee after first \$11,000 per day	N/A	N/A	N/A
\$0.25 per item in excess of 200 items per cycle / Cash deposit: \$2 per \$1,000 cash handling fee after first \$11,000 per day	N/A	N/A	Eligible for Treasury Management Services
\$0.15 each item deposited or debit posted	\$1,000	Interest is compounded and credited monthly	N/A
\$0.15 each item deposited or debit posted	N/A	Account is eligible to receive an earnings rate which can reduce or offset fees	Eligible for Treasury Management Services
N/A	N/A	N/A	Eligible for Treasury Management Services
\$5 fee per transaction in excess of 6 not-in-person debits per statement cycle	N/A	Interest is compounded and credited quarterly	N/A
\$5 fee per transaction in excess of 6 not-in-person debits per statement cycle	\$2,500	Interest is compounded and credited monthly	N/A
N/A	N/A	Current rate sheet	Terms available from 3 months to 60 months

Business Account Quick Reference

STELLAR BANK ACCOUNT

STELLAR BANK ACCOUNT

Before Now

COMMUNITYBANK OF TEXAS ACCOUNT*

 Small Business Checking
 Small Business Checking

 Basic Business Checking
 Business Checking

 Business Checking Account Analysis
 Business Analysis Checking

 Community Investment NOW
 Business Interest Checking

 Business Tiered Money Market
 Business Money Market

 Business Savings
 Business Savings

 IOLTA NOW Account
 IOLTA Account

ALLEGIANCE BANK ACCOUNT**

Small Business Checking	Small Business Checking
Business Checking Plus $$	Business Checking
Non-Profit Checking – – – – – – – – – – – – – – – – – – –	Business Checking
Business Account Analysis	Business Analysis Checking
CML Account Analysis	Business Analysis Checking
Business Interest Checking $$	Business Interest Checking
Secure Rewards Business	Business Interest Checking
Business HYMMA	Business Money Market
Business Savings	Business Savings
OLTA Account	IOLTA Account

^{*} All account products go into effect February 1, 2023.

Treasury Management Services

From cash management consulting to ongoing service and support, we have a full team of Treasury Management specialists who can advise you on ways to make your business more agile and structure your accounts to help you thrive.

FRAUD PREVENTION & SECURITY

Gain peace of mind by adding an extra layer of defense. Proactively protect your organization's exposure to the growing risk of potential ACH and check fraud by using the right set of treasury management tools.

- Positive Pay Check and Reverse Positive Pay
- ACH Positive Pay
- ACH Block
- Check Block

INFORMATION REPORTING

& FUNDS MANAGEMENT

Access the data you need to make decisions and operate your business efficiently.

- Online Banking
- Mobile Banking
- Zero Balance Accounts (ZBA)
- Secure File Transfer Platform (SFTP) for BAI2 Reporting,
 Reconciliation, Positive Pay Issued Checks, and ACH Files

PAYABLE SOLUTIONS

Control costs and save time with a full array of solutions to manage disbursements.

- ACH Disbursements and Direct Deposits
- Payroll Cards
- Commercial Cards
- Controlled Disbursement Accounts
- Business Bill Pay
- Domestic and International Online Wire Transfers
- Small Business Payroll
- Alliance Outsourced Payroll Services

RECEIVABLE SOLUTIONS

Fuel your business with quick and easy solutions to expedite collections.

- ACH Collections
- Lockbox Services
- Remote Deposit Capture (RDC)
- Merchant Services
- Loomis Safepoint® Cash Processing

^{**} All account products go into effect February 21, 2023.

Commercial Lending

Gain guidance from experts with the knowledge and connections to help you reach your goals. Whether you are looking to launch a new business or expand an existing one, we offer a variety of solutions to provide the capital your initiatives need to succeed at every stage of your business.

CONVENTIONAL BUSINESS LOANS

For financing needs that are simple or complex, large or small, our local focus means you get fast answers and a partner committed to investing in our community.

- Working Capital Revolving Lines of Credit
- Working Capital Term Loans
- Equipment Financing
- Owner-Occupied Real Estate Loans
- Commercial Real Estate Loans
- Lease Hold Improvements
- Letters of Credit

SBA LOANS

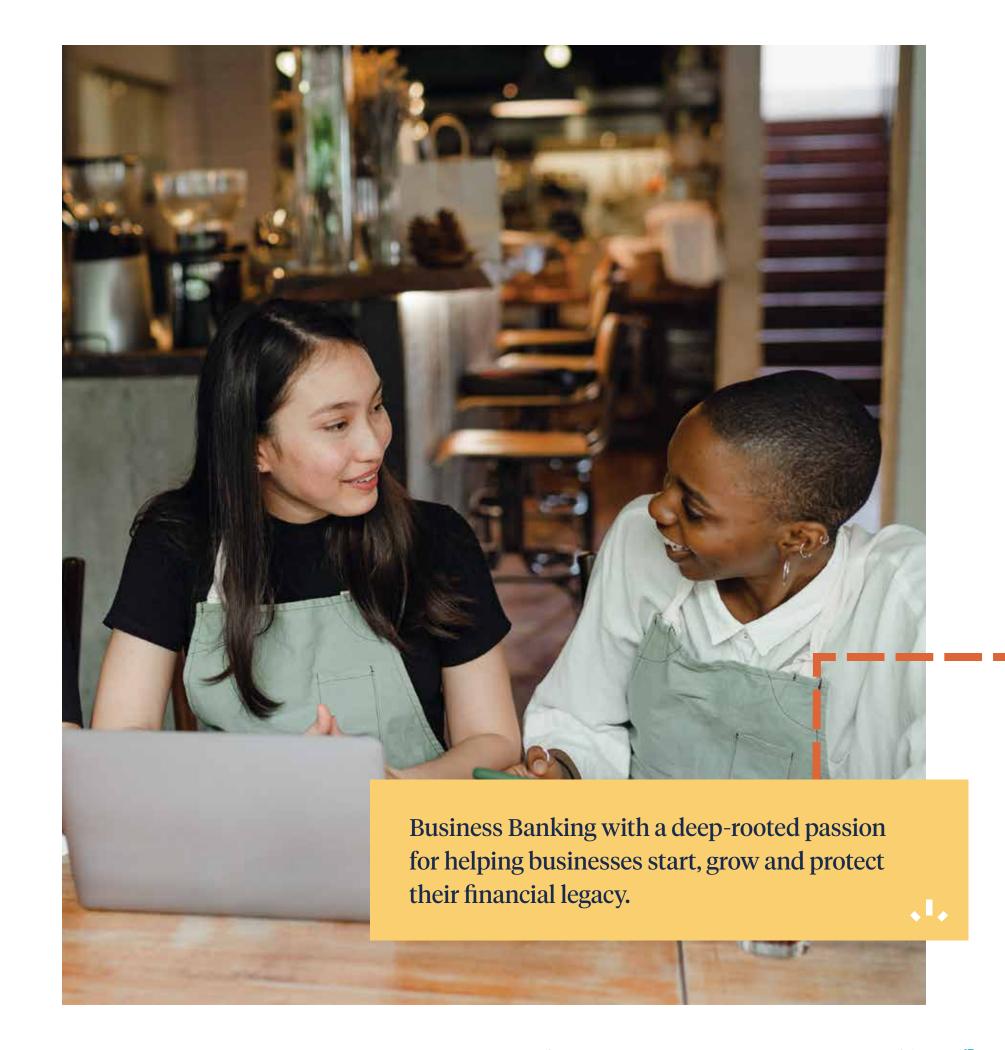
As a leading SBA lender in this region, we help small businesses and start-ups retain more working capital and improve cash flow. Our dedicated SBA lending team can guide you through the intricacies from start to finish.

- SBA 7(a) Loans
- SBA 504 Loans

FACTORING

Improve cash flow and gain a competitive advantage in the marketplace. Through our subsidiary, American Prudential Capital, businesses can access working capital through alternative funding. Factoring can also serve as an additional source of capital when combined with bank credit lines. Quickly turn your accounts receivable into cash. Use our Bank Factoring for:

- Acquisition Funding
- Growth Funding
- Customer Concentration Funding
- Invoice Funding
- Growth Spike Funding
- Startup Funding
- Working Capital Funding



Personal Accounts

ACCOUNT NAME	MINIMUM BALANCE TO OPEN	MONTHLY SERVICE CHARGE	HOW TO AVOID A SERVICE CHARGE	FEE PER ITEM
Personal Checking	\$100	\$10	\$500 minimum balance	Unlimited check writing
Green Rewards Checking	\$100	\$5	Requires 1 ACH debit or credit and 1 debit card transaction per statement cycle	N/A
Light Checking	\$100	N/A	N/A	\$0.50 per item in excess of 100 items per cycle
Silver Checking	\$100	N/A	N/A	Unlimited check writing
Relationship Checking	\$100	N/A	N/A	Unlimited check writing
Personal Interest Checking	\$100	\$15	\$1,000 minimum balance	Unlimited check writing
Health Savings Account & Health Savings Family	N/A	N/A	N/A	N/A
Personal Savings	\$200	\$5	\$200 minimum balance	\$5 fee per transaction in excess of 6 not-in-person debits per statement cycle
Youth Savings	\$25	N/A	N/A	\$5 fee per transaction in excess of 6 not-in-person debits per statement cycle
Personal Money Market	\$2,500	\$15	\$2,500 minimum balance	\$5 fee per transaction in excess of 6 not-in-person debits per statement cycle
Certificate of Deposit	\$1,000	N/A	N/A	N/A
Individual Retirement Accounts (IRA)	\$500	N/A	N/A	N/A

MINIMUM BALANCE FOR APY	INTEREST COMPOUNDING & CREDITING	MISCELLANEOUS	COMPLIMENTARY BENEFITS
N/A	N/A	N/A	Online and Mobile Banking/ Debit Card/eStatements
N/A	N/A	Paper statement is available for \$3 monthly fee	Earn \$0.10 on \$10 or greater debit card purchases/Online and Mobile Banking/Debit Card/eStatements
N/A	N/A	N/A	Online and Mobile Banking/ Debit Card / eStatements
N/A	N/A	This account is available to customers 50 years of age and older	Online and Mobile Banking/ Debit Card/Checks/eStatements/ 50% discount on Safe Deposit Boxes
N/A	N/A	This account is available to business owners, their family and employees	Online and Mobile Banking/ Debit Card / eStatements
\$1,000	Interest is compounded and credited monthly	N/A	Online and Mobile Banking/ Debit Card/eStatements
N/A	N/A	N/A	Online and Mobile Banking/ HSA Debit Card/eStatements
\$0.01	Interest is compounded and credited quarterly	N/A	Online & Mobile Banking/ Debit Card / eStatements
\$0.01	Interest is compounded and credited quarterly	N/A	Online and Mobile Banking/ eStatements
\$2,500	Interest is compounded and credited monthly	N/A	Online and Mobile Banking/ Debit Card / eStatements
N/A	Current Rate Sheet	Terms available from 3 months to 60 months	Online and Mobile Banking (View Only)
N/A	Current Rate Sheet	Terms available from 12 months to 60 months	Online and Mobile Banking (View Only)

Personal Account **Quick Reference**

Before Now

COMMUNITYBANK OF TEXAS ACCOUNT*

Regular Checking CashRewards Checking -Thrifty Account Community Fifty Free Checking Community Investment NOW - - - - - - - - -Community Tiered Money Market ------Regular Statement Savings -----Student Savings - - - - - - - -

STELLAR BANK ACCOUNT

Personal Checking Green Rewards Checking Light Checking Light Checking Silver Checking Personal Interest Checking Personal Money Market Personal Savings **Youth Savings**

ALLEGIANCE BANK ACCOUNT**

Personal Checking --Basic Checking Personal High Yield Money Market Account - - -Personal Savings -Health Savings Family -

STELLAR BANK ACCOUNT

Personal Checking

Green Rewards Checking Light Checking **Light Checking** Relationship Checking Silver Checking Personal Interest Checking Personal Interest Checking Personal Money Market Personal Savings Youth Savings Health Savings Account

Health Savings Family

We have the expertise, resources and personal focus to out-service the big banks and out-bank the small banks.

^{*} All account products go into effect February 1, 2023 except for Green Rewards Checking which will go into effect at the next statement cycle following February 1, 2023.

^{**} All account products go into effect February 21, 2023.

Consumer Lending

We offer a full range of personal loans to meet your needs from buying, building or renovating a home, purchasing a new vehicle, consolidating debt or planning your dream vacation.

VEHICLE LOANS

Get competitive financing in place before you start shopping.

- New and used automobiles
- Motorcycle
- Boat and watercraft
- Recreational vehicle
- All-terrain vehicle

PERSONAL LOANS

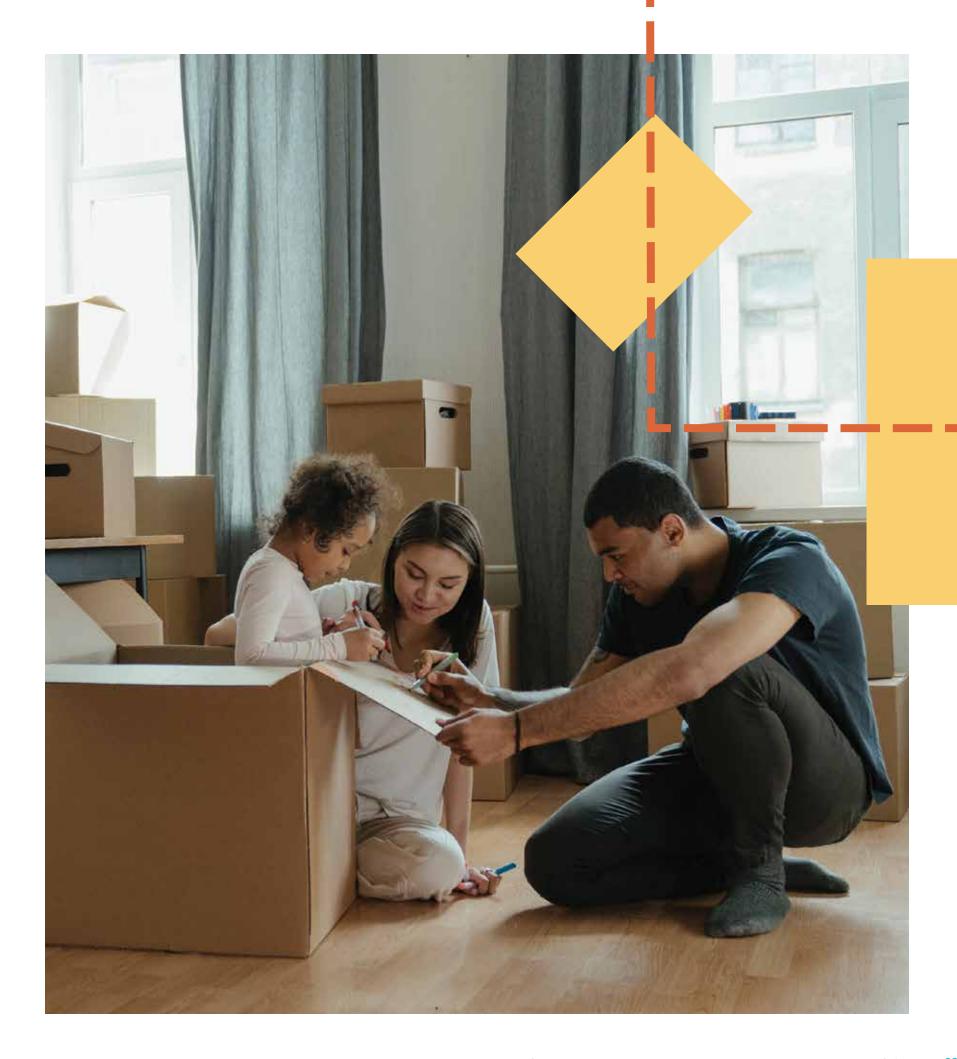
Gain quick and easy access to funds for expected and unexpected expenses.

- Unsecured personal loans
- Secured deposit account loans
- Secured stock and security loans
- Personal Lines of Credit

HOME LOANS

Access the knowledge of mortgage lending experts to guide you every step of the way.

- Mortgage (Conforming, jumbo, ARMs)
- Home Improvement
- Community Development Home Improvement
- Construction (including ARMs with one-time-close construction to permanent)
- Lot and Land
- Home Equity and Home Equity Lines of Credit



Transaction Closing Times

Transactions initiated after the time specified will be processed on the following business day.

CONSUMER SERVICES Effective February 21, 2023	
Online Banking External Transfers	1:30 pm CST
Bill Pay	2:00 pm CST
Mobile Deposit	6:00 pm CST
Loan Payments	8:00 pm CST
Online Banking Internal Transfers	8:00 pm CST
Zelle	Real Time

BUSINESS SERVICES Effective February 21, 2023	
Loomis SafePoint	12:00 am CST
Positive Pay, ACH Positive Pay, Reverse Positive Pay Decision exception window opens at 8:00 am	1:00 pm CST
Bill Pay	2:00 pm CST
ACH Origination Same Day File (if enrolled)	1:30 pm CST
ACH Origination Future Business Day	5:00 pm CST
Mobile Deposit	6:00 pm CST
Remote Deposit Capture	6:00 pm CST
Online Banking Internal Transfers	8:00 pm CST
Loan Payments	8:00 pm CST

WIRE SERVICES Effective February 1, 2023	
International Outgoing	2:30 pm CST
EFTPS (Tax)	2:30 pm CST
Domestic Outgoing	4:00 pm CST
Incoming	5:00 pm CST

Online Banking

Get more out of your personal and business online banking with an experience that is easy, powerful and secure.

- One login to access your business and personal accounts
- Integration with Quicken® and QuickBooks®
- Consistent features, functions and user experience across all devices (desktop, mobile and tablet)
- Enhanced security including touch ID, face ID and multifactor authentication plus a robust set of account alerts
- Bill Pay with options for one-time payment or scheduled, recurring payments

Banking on the Go



MOBILE BANKING APPS

Enjoy all of the online banking features and benefits from the convenience of your mobile device. Simply download the Stellar Bank mobile app for Android® or Apple devices®.

- One app, one login for access to all of your accounts and service features
- Mobile check deposit
- Easy transfers between accounts



DEBIT CARD & DIGITAL WALLET

Shop securely with your Stellar Bank Visa® Debit Card or link your debit card to your mobile wallet (Apple Pay®, Google Pay® or Samsung Pay®) to make secure payments with a quick tap of your mobile device.



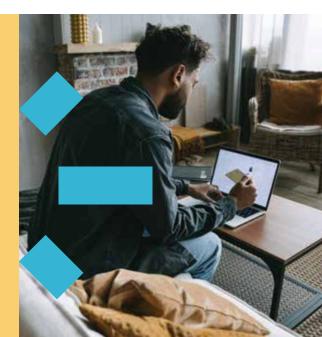
NOW OFFERING ZELLE

Your personal banking just got easier. Use Zelle® to conveniently send money to friends and family straight from your personal bank account in minutes.

KEEP YOUR FINANCES SAFE & SECURE

Fraud is on the rise, and we are here to help you protect yourself.

There are many precautions you can take, but the most important one is also the simplest: guard your information. Never share account numbers, passwords, PINs or any other account information by phone, text or email. Stellar Bank offers a variety of tools to safeguard your finances.



On February 21, 2023, your banking services will move to Stellar Bank. Please review the following information for important service transition dates and FAQs with instructions on logging in to online banking, activating your debit card and more.

Important Dates

	ALLEGIANCE BANK
Website	stellar.bank
Online Banking	Online Banking site will be disabled on Friday, February 17 at 5:00 pm CST. Full service will be available on Tuesday, February 21 at 8:00 am CST, and the Allegiance Bank website will be redirected to the stellar.bank website. See page 33 for specific instructions for how to login to our new online banking system.
Personal Online Bill Pay	Personal bill pay service will be disabled on Friday, February 17 at 3:00 pm CST. Bill payments scheduled before 3:00 pm CST will be processed, and most existing payee information will transfer to your Stellar Bank account. All recurring and scheduled bill payments will be migrated. New bill payments can be scheduled starting on February 21. **Action Required:* Login to Online Banking on or after February 21 and confirm that your online bill pay payees and recurring payments are scheduled. You will need to re-establish your eBill(s). **Note:* Effective Tuesday, February 21 the pay from account must be a checking account.
Business Online Bill Pay	Business bill pay service will be disabled on Friday, February 17 at 3:00 pm CST. Bill payments scheduled before 3:00 pm CST will be processed, and most existing payee information will transfer to your Stellar Bank account. *Note: Some recurring and scheduled payments will not migrate over to the new system. We strongly encourage you to please validate your scheduled and recurring payments on or after February 21. *Action Required: The Bill Pay Admin will need to entitle each sub-user(s) with the Bill Pay permissions within the bill pay system located under the Commercial Business Bill Pay Options Manage Users section of the new online banking system. On or after February 21, please re-establish all recurring and scheduled payments that did not migrate over to the new system prior to their due date. You will need to re-establish your eBill(s).
Personal External Transfers	Personal external transfer feature will be disabled on Wednesday, February 15 at 5:00 pm CST. You will be able to submit personal external transfers on or after Tuesday, February 21 in the new online banking system.
Internal Transfers & Loan Payments	Internal Transfer and Loan Payment features will be disabled on Friday, February 17 at 5:00 pm CST. <i>Note:</i> Some recurring and scheduled internal transfers and loan payments will not migrate over to the new system. We strongly encourage you to please validate your internal transfers and loan payments scheduled and recurring payments on or after February 21.
People Pay	The People Pay feature within Personal eBanking will be disabled on Friday, February 3 at 3:00 pm CST. We are pleased to announce that Zelle® will be available on Tuesday, February 21, within the new online banking system for all consumer customers to pay an individual or business.
Mobile Banking	The Allegiance Bank mobile banking app will be disabled on Friday, February 17 at 5:00 pm CST. On or after Tuesday, February 21, at 8:00 am CST you will need to download our new Stellar Bank mobile app available at the Apple® and Google Play® app stores.

	ALLEGIANCE BANK
Mobile Deposits	Mobile Deposit will be disabled on Friday, February 17 at 3:00 pm CST through Tuesday, February 21 at 8:00 am CST.
eStatements	eStatements will be available until February 17 at 5:00 pm CST. We strongly encourage you to download your eStatements to ensure you have access to your historical eStatements. We will be importing some of your historical eStatements. However, they will not be immediately available. eStatements are available online for a rolling period of 18 months.
24-Hr Automated Information Line	The Stellar Bank 24-Hour Automated Information Line phone number is 844.378.7564. To establish access, you will need your account number and social security number. You will then create a PIN. The next time you call, you will need your account number, PIN and zip code.
Debit Cards	Your current Allegiance Bank Mastercard® Debit Card will continue to work until Tuesday, February 21 at 8:00 am CST. You should receive a new Stellar Bank Visa® Debit Card prior to Friday, February 17 and will be able to activate it on Tuesday, February 21 at 8:00 am CST. Please contact any companies that you have authorized for payment(s) and notify them of your new Stellar Bank Visa® Debit Card.
Business ACH Origination Templates	On or after Tuesday, February 21, verify your ACH templates. ACH template names that exceed 20 characters will be shortened. If your template names were considered a duplicate, a numerical number will be added to the end of the name. Ex. Template named Payroll may now be named Payroll 2.
Business Wire Transfer Templates	On or after Tuesday, February 21, verify your Wire Transfer templates. If your template names were considered a duplicate, a numerical number will be added to the end of the name. Ex. Template named Purchasing may now be named Purchasing1.
Quicken & Quickbooks	We encourage you to download any transaction history you need for ready access prior to Friday, February 17 by 5:00 pm CST. Please refer to additional instructions at AllegianceBank.com/merger for steps to deactivate your Allegiance Bank connection and to activate your new connection to Stellar Bank for Quicken Web Connect and/or QuickBooks Direct Connect.
Online Wire Transfers	The last day to process a domestic wire transfer transaction will be Friday, February 17 at 4:00 pm CST and 2:30pm CST for international wire transfers. Any wire transfer that needs to be scheduled with an effective date after Friday, February 17 will need to be processed through the new online banking system. Please note your recurring and scheduled wire transfer transactions may not migrate over to the new system. We strongly encourage you to please validate your scheduled and recurring wire transfer transactions on or after February 21.
ACH Origination Files	The last day to process an ACH File will be Friday, February 17 at 4:00 pm CST. The last effective date for an ACH file to be transmitted successfully is Tuesday, February 21. Any ACH file that needs to be scheduled with an effective date after Tuesday, February 21 will need to be processed through the new online banking system. Please note your recurring and scheduled ACH Origination

transactions may not migrate over to the new system. We strongly encourage you to please validate

your scheduled and recurring ACH Origination transactions on or after February 21.



CHECKING ACCOUNTS

Will my account number change? The large majority of checking account numbers will not change. Those customers affected by an account number change have already received separate notification.

Will the routing number change? No, the routing number, 113025723, will remain the same.

Will I need to order new checks? No. You may continue to use your checks from Allegiance Bank until they run out. Any new checks ordered after February 21, 2023 will have the Stellar Bank logo.

What if I currently order checks from another vendor?

You may continue to do so in the future, but if you choose to order checks from another service provider, such as a mail order supplier, you will need to inform them that the account is now with Stellar Bank resulting from the merger between Allegiance Bank and CommunityBank of Texas.

If I write a check before February 21 and it doesn't clear before the integration, will it be paid? Yes, all of your checks will be paid out of your account subject to availability of funds. You will not need to take any action in order to facilitate this process.

I have ACH payments automatically withdrawn from my accounts. Do I need to do anything? No action is needed for most Allegiance Bank customers. Separate communications were sent to those customers impacted by an account number change.

Will I receive my checking account statements at the same time each month? Stellar Bank will have two statement cycle dates. Personal accounts cycle on the 15th of each month and business accounts cycle at month end.

Do I need to do anything to continue to receive my direct deposit? No. Your direct deposit will continue without interruption.

When will I receive my first Stellar Bank statement? Allegiance Bank will mail you a statement that will cover the period from your last regular statement date up to the date of conversion. Your first statement from Stellar Bank will cover the period from February 21 to your next regular statement date.

Will my deposits be FDIC-insured after the integration?

Yes. Your deposits will continue to be insured up to the limit of \$250,000 established by the FDIC. When two or more insured banks merge, deposits from Allegiance Bank and CommunityBank of Texas are separately insured for 6 months after the legal merger (10/1/2022). Contact your Bank Officer or call 713.499.1800 for more information.

Does Stellar Bank waive insufficient funds fees? Stellar Bank does not offer waivers of insufficient funds fees as a feature of any account relationship package.

Who do I call if there is an error on my statement? Please notify Stellar Bank of any errors regarding your account, such as unauthorized transactions, within 15 days from the date we mail or electronically provide you with your first account statement. You may call 713.499.1800 and ask to speak with your account representative.

SAVINGS ACCOUNTS

How many free withdrawals and/or transfers will I be able to make per quarter? You may make six (6) withdrawals and/or transfers per quarter.

How often will interest be compounded on my Savings Account? Interest is compounded and credited quarterly.

Will there be changes in my interest rate on my account? Interest rates are adjusted as market conditions change. Please contact your Bank Officer or call 713.499.1800 for more information.

MONEY MARKET ACCOUNTS

How many free withdrawals and/or transfers will I be able to make per month? You may make six (6) withdrawals and/or transfers per month.

How often will interest be compounded on my Money Market account? Interest is credited and compounded monthly.

Will there be changes in the interest rate on my account? Interest rates are adjusted as market conditions change. Please contact your Bank Officer or call 713.499.1800 for more information.

CERTIFICATE OF DEPOSIT (CD) & INDIVIDUAL RETIREMENT ACCOUNTS (IRA)

Will the rate on my CD or IRA change? The interest rate on CDs and IRAs will remain the same until the first maturity after February 21, 2023. At that time, the fixed rate of your CD and IRA will be established based on current market conditions.

Will the term on my CD or IRA change? The terms for your CD or IRA will remain unchanged.

Will my CD and IRA be FDIC-insured after the conversion? Separate insurance up to \$250,000 for CDs issued by Allegiance Bank and CommunityBank of Texas remains in place until CD maturity.

Will I continue to receive CD or IRA statements monthly, if previously scheduled? Stellar Bank sends pre-renewal notices only. You may also access the information for your CD and IRA through our new online banking system.

What penalties are charged for early withdrawals on a CD or IRA? Certificates of Deposit opened or renewed prior to February 21 will be subject to the following early withdrawal penalty:

One (1) month simple interest for certificate of deposit with a term of one year or less, at the current rate of interest being paid on this certificate of deposit, on the amount withdrawn, or three (3) months simple interest for certificate of deposit with a term of more than one year, at the current rate of interest being paid on this certificate of deposit, on the amount withdrawn;

Certificates of Deposit opened or renewed on or after February 21 will be subject to the following early withdrawal penalty, the greater of:

One (1) month simple interest for certificate of deposit
 with a term of one year or less, at the current rate of

interest being paid on this certificate of deposit, on the amount withdrawn, or three (3) months simple interest for certificate of deposit with a term of more than one year, at the current rate of interest being paid on this certificate of deposit, on the amount withdrawn; or

The amount by which the current interest rate being paid on this certificate of deposit is less than the interest rate offered by the bank on the date of early withdrawal for certificates of deposit of the same type and term, multiplied by the number of years (expressed as a decimal) remaining to maturity, on the amount withdrawn.

Exception to early withdrawal: If any owner of a Certificate of Deposit dies or is declared to be legally incompetent by a court or other administrative body of competent jurisdiction, we will grant a proper request for early withdrawal. No penalty will be applied on the amount withdrawn as a result of such withdrawal.

Successor custodian: Stellar Bank will become the successor custodian on your IRA. This change requires no action on your part and will have no effect on your IRA, upcoming contributions, or distributions/withdrawals.

DEBIT CARD

Can I use my existing Allegiance Bank Mastercard® Debit Card? Your current Allegiance Bank Mastercard® Debit Card will continue to work until Tuesday, February 21 at 8:00 am CST. You should receive a new Stellar Bank Visa® Contactless Debit Card prior to Friday, February 17 and will be able to activate it on Tuesday, February 21 at 8:00 am CST.

Will my debit card number change? Yes. Please contact any companies that you had previously authorized for payment(s) with your Allegiance Bank Mastercard® Debit Card and inform them of your new Stellar Bank Visa® Debit Card.

How do I activate my Stellar Bank Visa® Debit Card? You can activate your new Visa® Debit Card by phone on or after Tuesday, February 21 at 8:00 am CST.

- Call 1.844.378.7564 to activate your card using our automated phone system
- Select option 4 for Card Services and follow the instructions
- Press 1 to activate your card

30 Welcome Guide STELLAR BANK STELLAR BANK STELLAR BANK



Will my current Visa® Debit Card Personal Identification Number (PIN) stay the same? No. You will need to establish a new PIN for your new Visa® Debit Card. On or after Tuesday, February 21 at 8:00 am CST, you can establish a secure PIN by phone.

- Call 1.844.378.7564 to bank by phone
- Select option 4 for Card Services and follow the instructions
- Press 3 to select your PIN

Will my limits change for my ATM/Debit Card Cash Withdrawal and Point of Sale Daily Limits? No, your existing debit card limits will be migrated to your new Visa® Debit Card.

Does Stellar Bank waive fees for ATM transactions? Stellar Bank will not charge you a fee for using a Stellar Bank ATM. If you conduct your ATM transaction at an ATM owned by a financial institution other than Stellar Bank, Stellar Bank will not charge an ATM fee, however, the financial institution who owns the ATM may charge a fee.

Can I add my Visa® Debit Card to my digital wallet? Yes.

Once you have activated your new Stellar Bank Visa® Debit
Card, you can add it to your Apple®, Google® or Samsung®
wallet(s). Remember to remove your Allegiance Bank
Mastercard® Debit Card from your wallet.

Will my debit card controls be migrated to the new online banking system? No. You will need to set up your debit card controls in the new online banking system.

LENDING SERVICES

Will the terms of my loan or line of credit change? Unless you were otherwise notified in writing, the terms of your loan will not change. The loan number will not change.

Mortgage Loan Information: The merger will not affect existing loan terms and conditions of your current mortgage (e.g., payment amounts, maturity dates). However, there are some changes to where loan payments will be mailed, as well as changes to notices and statements that you receive. Your mortgage loan(s) will be serviced by Stellar Bank. You will receive a Servicing Transfer Notice from Stellar Bank with more information including your new loan number, if any.

PPP Loan Customers: Customers who received SBA PPP loans should continue to access the PPP Portal as you do today. The link to the PPP Portal will not be changing. The merger will not affect the PPP loan forgiveness process with the SBA. Please continue to submit required information through the PPP Portal in a timely manner.

Home Equity Lines of Credit (HELOC):

- Home Equity Line of Credit loans will receive a monthly billing statement. Some customers will experience an adjustment in the date their HELOC statement is generated, which will affect the payment due date. If this adjustment impacts your loan, a separate notice will be mailed to the mailing address noted on your loan.
- Loan advances may be requested by: emailing your loan officer from an email address associated with your account or by going into a banking center.
- Your end-of-year 1098 statement will come from Stellar Bank and will reflect your entire year's interest.

Personal Lines of Credit: Personal Line of Credit loans will receive a monthly billing statement. Customers can request a loan advance by emailing your loan officer from an email address associated with your account or by going into a branch.

Consumer Credit Reporting: We may report information about your consumer loan account to credit bureaus. Late payments, missed payments, and other defaults on your account may be reflected in your credit report.

If my loan is on automatic debit from my checking account, will that still be in effect? Yes, there will be no effect to your automatic debit for your loan payment.

Will I continue to receive a payment notice? There will be no change to the timing of your billing. The format of the bill may be different.

Will I continue to use my payment coupons? Yes, you may send your coupon with your payment.

If mailing, where should I send payments after the conversion date? Payments should be mailed to:

Stellar Bank PO Box 41307

Houston, Texas 77241

ADDITIONAL ACCOUNTS & SERVICES

Will I have access to safe deposit boxes? We will continue to offer safe deposit boxes. If you have a safe deposit box, beginning February 21 it will be governed by the safe deposit box lease contained herein. Rental fees will continue to be debited automatically from the account you originally designated or will be billed annually to the mailing address of the box owner.

TELEPHONE BANKING

How do I access telephone banking with Stellar Bank? The Stellar Bank 24-Hour Automated Information Line phone number is 844.378.7564. To establish access you will need your account number and social security number. You will then create a PIN. The next time you call the 24-Hour

will then create a PIN. The next time you call the 24-Hour Automated Information Line you will need your account number, PIN and zip code.

ONLINE BANKING

How do I endorse my check when depositing it through Mobile Deposit? On or after, Tuesday, February 21, 2023 all checks submitted through Mobile Deposit must be properly endorsed by the Customer adding the following statement below the signature: "For Mobile Deposit Only At Stellar Bank." Although some checks have a preprinted box to indicate mobile deposit, checking this box does not complete the Bank's mobile deposit endorsement requirement. Below is a proper endorsement example:

[Payee Endorsement]
For Mobile Deposit Only At Stellar Bank

When will my Allegiance Bank online banking, mobile banking and Bill Pay services be deactivated? Allegiance Bank Bill Pay services will be disabled on Friday, February 17 at 3:00 pm CST. After 3:00 pm CST, no new Bill Pay payments or changes to scheduled Bill Pay payments can be made on or after Tuesday, February 21. Allegiance Bank online banking and mobile banking app will be disabled at 5:00 pm CST on Friday, February 17.

If I am already enrolled in Allegiance Bank's online banking, will I have to re-enroll in online banking with Stellar Bank? No. If you use Allegiance Bank's online banking, you will be automatically enrolled in Stellar Bank's online banking, effective Tuesday, February 21.

Personal: Please note that some Personal eBanking user's Login ID may not migrate and will be required to enter their new Login ID that will be provided in a separate communication from Allegiance Bank.

Business: As part of the Business eBanking migration to the new online banking system, all user Login ID's will change. Your new Login ID will be a combination of your current Business eBanking Company ID, a hypen (-) and your current Login ID. Example: If your Company ID is 1804631 and your Login ID is Tsmith, your new online banking Login ID will now become 1804631-Tsmith, effective Tuesday, February 21.

Note: Once you have successfully logged into the new online banking system, you will have the option to change your Login ID by navigating to the Settings and Security Preferences section in the left navigation menu.

How will I access Stellar Bank's Online Banking? Effective Tuesday, February 21 you can access online banking at stellar.bank located on the Stellar Bank homepage.

- On the main section of our homepage you will see the Online Banking login area.
- Enter your Login ID: most Personal eBanking customers' Login ID did not change, unless you received a separate communication from the bank. For Business eBanking use your new Login ID. Your new Login ID will be a combination of your current Business eBanking Company ID a hypen (-) and your current Login ID.
- Then enter your existing Personal eBanking or Business eBanking password click "Log in."
- Upon login, you will be prompted to verify your account by receiving an authentication code through any phone number on file. You can receive the code by a phone call or text message.
- Once you have received and entered the code, you will be prompted to change your Password.
- The new online banking system will then prompt you to accept the new User Agreement.
- After you complete the initial login process, you will be granted access into the new online banking system.

32 Welcome Guide STELLAR BANK STELLAR BANK STELLAR BANK STELLAR BANK Welcome Guide 3



Will my online banking alert preferences be migrated to the new online banking system? No. Online Banking alerts will not migrate over to the new system. You will be able to set up your online banking alerts in the new system under the Settings menu.

Will I have access to any of my previous transaction history from Allegiance Bank? Yes. We will migrate 18 months of transaction history. This history will eventually build to 24 months of transaction history.

Can I schedule a loan payment in online banking? Regular and principal only loan payments for Personal Online Banking can be made from a Stellar Bank account. Principal only loan payments cannot be funded from an external account. If you currently have a recurring principal only payment funded from an external account, please be aware that it will not migrate to the new online banking system. Business Online Banking regular or principal loan payment(s) can only be funded from a Stellar Bank account.

Will my scheduled and recurring internal transfers and loan payments be migrated? Some recurring and scheduled internal transfers and loan payments will not migrate over to the new online banking system. We strongly encourage you to please validate your scheduled and recurring internal transfers and loan payments on or after February 21.

Will I have access to all of my account(s) in the new online banking system? Yes. All account(s) with an open status will be migrated to the new online banking system. An account(s) with a closed status will not migrate over to the new online banking system. We encourage you to download any transactional history and eStatements on an account with a closed status prior to Friday, February 17.

If I already have Bill Pay payment(s) through Allegiance Bank, will I need to re-enter my bill pay information in the new online banking system? Most payees, payment and recurring payments will migrate to the new online banking system. Some payments scheduled to be paid to an individual or business will not transfer, and will need to be re-entered on or after Tuesday, February 21. We recommend you verify your payees and recurring payment settings on or after Tuesday, February 21 to ensure there is no interruption.

Note: The Bill Pay Admin will need to entitle each sub-user(s) with the Bill Pay permissions within the bill pay system located under the Commercial>Business Bill Pay>Options>Manage Users section of the new online banking system.

Does Stellar Bank offer bill payment via online banking? Yes.

If I'm enrolled in eBills, when will I stop receiving eBills from Bill Pay? Effective Friday, February 10, you will no longer receive eBill notifications or have the ability to enable new eBills. You will still have the ability to pay any eBills that you have received on or before Friday, February 17 by 3:00 pm CST. You will have the ability to reestablish your eBills within the new online banking system on or after Tuesday, February 21.

Will I have the ability to receive electronic statements rather than paper statements? Yes. The new online banking system offers eStatements as an option. Post migration we will be migrating up to 18 months of historical eStatements for customers that are currently enrolled in eStatements. We strongly encourage you to download your current Allegiance Bank eStatements for immediate access.

When will Personal eBanking External Transfer service be disabled? External Transfers will be disabled on Wednesday, February 15 at 5:00pm CST. You will be able to make a personal external transfer on or after Tuesday, February 21 in the new online banking system.

When will People Pay service be disabled in Personal eBanking? The People Pay feature within Personal eBanking will be disabled on Friday, February 3 at 3:00pm CST. We are pleased to announce that Zelle® will be available on Tuesday, February 21 within the new online banking system for all personal banking customers to pay an individual or business.

When will Mobile Deposit be disabled? Mobile Deposit will be disabled on Friday, February 17 at 3:00pm CST.

Will I be able to download transaction history to Quicken® and QuickBooks®? Yes. We encourage you to download any transaction history you need for ready access prior to Friday, February 17 by 5:00pm CST.

Separate communications will be sent with specific instructions for how to deactivate your Allegiance Bank connection and to activate your new connection to Stellar Bank for Quicken® Web Connect and/or QuickBooks® Direct Connect. It is very important that you follow the instructions to ensure that duplicate entries are not inadvertently made at system conversion.

Can I still use Allegiance Bank's mobile banking app? Effective Friday, February 17 at 5:00 pm CST, the Allegiance Bank mobile banking app will be disabled. On or after Tuesday, February 21 at 8:00 am CST, you will need to download our new Stellar Bank mobile app available at the Apple® and Google Play® app stores.

WIRE TRANSFERS

How will my wire transfer requests be handled at Stellar Bank? Wire operations for Legacy CommunityBank and Legacy Allegiance will operate independently until after data migration. Effective February 21, wire operations will be combined into one operating system as Stellar Bank.

Stellar Bank Wire Transfer Cutoff Times:

- Incoming Domestic and international: 5:00 pm CST
- Outgoing Domestic: 4:00 pm CST
- Outgoing International and EFTPS (Tax): 2:30 pm CST

What is the ABA/FRB Routing Number for domestic wires? As of February 21, 2023, the ABA/FRB Routing Number for Stellar Bank will be 113025723.

What is the SWIFT code for international wires? As of February 21, 2023, the SWIFT code for international wires to Stellar Bank will be ALTXUS44.

How do I contact the wire transfer department? Please call 713.499.1800 to request to speak with a banking representative who will assist you.

How do I initiate an outgoing wire transfer? To initiate an outgoing wire transfer, call 713.499.1800 and speak with a representative or call your Bank Officer.

What are the instructions for an incoming domestic wire?

- Receiving/Beneficiary Bank ABA: 113025723
- Receiving Bank Name: Stellar Bank
- Receiving Bank Address: 9 Greenway Plaza, Suite 110, Houston, TX 77046
- Beneficiary Name: Customer or Account Name
- Beneficiary Account Number: Customer Account Number
- Beneficiary Address: Customer Address
- Beneficiary Phone Number: Customer Phone Number (optional)

What are the instructions for an international wire?

- Receiving Bank ABA: 113025723 / Stellar Bank
- Beneficiary Bank SWIFT: ALTXUS44/Stellar Bank
- Beneficiary Bank Address: 9 Greenway Plaza, Suite 110, Houston, TX 77046
- Beneficiary Name: Customer or Account Name
- Beneficiary Account Number: Customer Account Number
- Beneficiary Address: Customer Address
- Beneficiary Phone Number: Customer Phone Number (optional)

Include any "Special Instructions" needed to credit the correct account when wire is received.

TREASURY MANAGEMENT SERVICES

Will my ACH Origination and Wire Transfer templates be migrated to the new Stellar Bank Online Banking system from the Allegiance Bank Business eBanking system? Yes, all ACH Origination and Wire Transfer templates will migrate over to the new online banking system. However, the template names cannot be duplicated in the new online banking system. If you currently have template(s) that share the same name, we will migrate the template name(s) with additional character(s) at the end of your template name to distinguish duplicate template name(s). Example: If you currently have four templates that share the same ACH Origination or Wire Transfer Template Name then the new template name will be as follows:

- Operating
- Operating 1
- Operating 1 2
- Operating 2

In addition, if your current template name exceeds 20 characters, it will be shortened to include the first 20 characters only.

4 Welcome Guide STELLAR BANK STELLAR BANK STELLAR BANK STELLAR BANK Welcome Guide 3



Note: We strongly encourage you to verify all the information within each template prior to originating any outgoing transactions. Some recurring and scheduled payments will not migrate over to the new system. Please validate your scheduled and recurring payments on or after February 21.

Will my scheduled and recurring ACH Origination and/or Wire Transfer transactions be migrated to the new Stellar Bank Online Banking system from the Allegiance Bank Business eBanking system? Your recurring and scheduled ACH Origination and/or Wire Transfer transactions may not migrate over to the new system. We strongly encourage you to please validate your scheduled and recurring ACH Origination and/or Wire Transfer transactions on or after February 21.

When is the last effective date that I can originate / transmit an ACH Origination file through the Allegiance Bank Business eBanking system? The last day to process an ACH Origination file will be Friday, February 17. The last effective date for an ACH Origination file to be transmitted successfully is Tuesday, February 21. Any ACH Origination file that needs to be scheduled with an effective date after Tuesday, February 21 will need to be processed through the new online banking system.

When is the last effective date that I can originate / transmit an Online Wire Transfer through the Allegiance Bank Business eBanking system? The last day to process an Online Wire Transfer transaction will be Friday, February 17. Any Online Wire Transfer that needs to be scheduled with an effective date on or after Tuesday, February 21, will need to be processed through the new online banking system.

Will my Positive Pay issued check item(s) and ACH Positive Pay Payment Rules be migrated to the new Stellar Bank Online Banking system from the Allegiance Bank Business eBanking system? Yes, all your current Positive

Pay issued check item(s) and ACH Positive Pay Payment Rules will migrate to the new online banking system.

Will the cut-off time(s) change for me to make a decision on any exception item(s) related to Check Positive Pay, Reverse Positive Pay and ACH Positive Pay? Yes, the new cut-off time for all Positive Pay Services is 1 pm CST. Any items that are not decisioned prior to the cut-off time will be processed in accordance with your company's Treasury Management Agreement to pay or return an exception item(s). Example: If your default decision is to Return, then any exception item(s) not decisioned by the 1 pm CST cut-off time will be automatically returned. Please note that all exception item(s) for your Positive Pay Services will also be available for decisioning up to the 1 pm CST cut-off through the new Stellar Bank Mobile Banking app.

Note: Please refer to the Positive Pay Guidelines and Payee Best Practices to help ensure that your Positive Pay check item(s) are processed in accordance to your issued check item(s) and to minimize any exception item(s). In addition, please refer to the ACH Positive Pay Guidelines to ensure that any ACH debited item(s) are processed in accordance to your ACH Positive Pay Payment Rules (filters).

Note: Any check item(s) presented at a Stellar Banking Center that are not included in your issued item(s) are not eligible to be paid.

How will I be notified of my Positive Pay, Reverse Positive Pay, and ACH Positive Pay exception items from the new Stellar Online Banking system? Stellar Bank will automatically turn on the exception email notifications for each user that has access to a Positive Pay Service. Any exception item(s) that require a decision must be made by the cut-off time. Items not reviewed and decisioned by the 1:00 pm CST cut-off time will automatically be processed in accordance to your company's Treasury Management Agreement. Effective February 21, the only form of notification for exception item(s) will be via an email or SMS text generated from the new online banking system. It is critical that you decision all of your exception item(s) by the extended 1:00 pm CST cutoff time. Please be advised that a phone call or email from your banker informing you that your company has not decisioned your exception item(s) will no longer be available.

Will there be a change to when my Account Analysis monthly fee posts to my account? Yes. If applicable, the fee will post on the 10th of every month.

Will my Remote Deposit Capture log in credentials and the URL remain the same for scanning deposits? Yes, you will continue to use your existing log in credentials and URL for Deluxe.



On February 21, 2023, your banking services will move to Stellar Bank. Please review the following information for important service transition dates and FAQs.



Important Dates

	COMMUNITYBANK OF TEXAS
Website	stellar.bank
Online Banking	Online Banking site will be unavailable on Friday, February 17 at 5:00 pm CST through Tuesday, February 21 at 8:00 am CST. The CommunityBank of Texas website will be redirected to the stellar.bank website.
Personal Online Bill Pay	Bill Pay will be unavailable on Friday, February 17 at 5:00 pm CST through Tuesday, February 21 at 8:00 am CST.
Business Online Bill Pay	Bill Pay will be unavailable on Friday, February 17 at 5:00 pm CST through Tuesday, February 21 at 8:00 am CST.
Personal External Transfers	Retail External Transfers will be unavailable on Friday, February 17 at 5:00 pm CST through Tuesday, February 21 at 8:00 am CST.
Internal Transfers & Loan Payments	Internal transfers and loan payments will be unavailable on Friday, February 17 at 5:00 pm CST through Tuesday, February 21 at 8:00 am CST.
People Pay	You may still use the Bill Pay P2P feature in Bill Pay. We are pleased to announce that Zelle® will be available on Tuesday, February 21, 2023 within the new online banking system for all consumer customers to pay an individual or business.
Mobile Banking	Effective Tuesday, February 21, your CommunityBank of Texas mobile banking app will automatically update if your phone setting is set to automatically update app's is turned on. Your CommunityBank of Texas Xpress Mobile app will become the Stellar Bank mobile app once the app has been updated. Users that do not have automatic updates enabled will need to manually update their CommunityBank of Texas mobile app.
Mobile Deposits	Mobile Deposits will be unavailable on Friday February 17 at 5:00 pm CST through Tuesday, February 21 at 8:00 am CST.
eStatements	On or after Tuesday, February 21 at 8:00 am CST, login to Online Banking and verify that your eStatement history is available. You will have access up to 18 months of rolling eStatements.
24-Hr Automated Information Line	The Stellar Bank 24-Hour Automated Information Line phone number is 844-378-7564. This service will be temporarily unavailable on Friday, February 17 at approximately 8:00 pm CST through Tuesday, February 21 at 8:00 am CST.
Debit Cards	You can continue the use of your CommunityBank Visa® Debit Card.

	COMMUNITYBANK OF TEXAS
Business ACH Origination Templates	ACH template names will not change.
Business Wire Transfer Templates	Wire Transfer template names will not change.
Quicken & Quickbooks	We encourage you to download any transaction history you need for ready access prior to 5:00pm CST on Friday, February 17. Please refer to additional instructions in the Resources section at communitybankoftx.com for steps to deactivate your CommunityBank of Texas Bank connection and to activate your new connection to Stellar Bank for Quicken® Web Connect and/or QuickBooks® Direct Connect.
Online Wire Transfers	Online Banking site will be unavailable on Friday, February 17 at 5:00 pm CST through Tuesday, February 21 at 8:00 am CST.
ACH Origination Files	Online Banking site will be unavailable on Friday, February 17 at 5:00 pm CST through Tuesday, February 21 at 8:00 am CST.
Personal & Business Account Products	All account products go into effect February 1, 2023 except for Green Rewards Checking which will go into effect at the next statement cycle following February 1, 2023.



CHECKING ACCOUNTS

Will my account number change? The large majority of checking account numbers will not change. Those customers affected by an account number change have already received separate notification.

Will the routing number change? Yes, the new routing number is 113025723.

Will I need to order new checks? No. You may continue to use your checks from CommunityBank of Texas until they run out. Any new check ordered after February 21, 2023 will have the Stellar Bank routing number and Stellar Bank logo.

What if I currently order checks from another vendor?

You may continue to do so in the future, but if you choose to order checks from another service provider, such as a mail order supplier, you will need to provide them with your new routing number (113025723) and the new bank name, Stellar Bank, resulting from the merger between Allegiance Bank and CommunityBank of Texas.

If I write a check before February 21 and it doesn't clear before the integration, will it be paid? Yes, all of your checks will be paid out of your account subject to availability of funds. You will not need to take any action in order to facilitate this process.

I have payments automatically withdrawn from my accounts. Do I need to do anything? Separate communications were sent to those customers impacted by an account number change. For all CommunityBank of Texas account holders, if you have direct payroll deposit, electronic bill payments, automatic debits or wire transfer arrangements, please note that the bank routing number will change to 113025723 on February 21. Please notify those entities with which you send or receive such payments of your new routing

number. Failure to do so may result in a rejection of incoming or outgoing deposits, payments or wire transfers.

Do I need to do anything to continue to receive my direct deposit? No, your direct deposit will continue without interruption.

When will I receive my first Stellar Bank statement? CommunityBank of Texas will mail you a statement that will cover the period from your last regular statement date up to the date of conversion. Your first statement from Stellar Bank will cover the period from February 21 to your next regular statement date.

Will I receive my checking account statements at the same time each month? Stellar Bank will have two statement cycle dates. Personal accounts cycle on the 15th of each month and business accounts cycle at month end.

Will my deposits be FDIC-insured after the integration?

Yes. Your deposits will continue to be insured up to the limit of \$250,000 established by the FDIC. When two or more insured banks merge, deposits from Allegiance Bank and CommunityBank of Texas are separately insured for 6 months after the legal merger (10/1/2022). Contact your Bank Officer or call 713.499.1800 for more information.

Does Stellar Bank waive Insufficient Funds fees?
Stellar Bank does not offer waivers of insufficient funds fees as a feature of any account relationship package.

Who do I call if there is an error on my statement? Please notify Stellar Bank of any errors regarding your account, such as unauthorized transactions, within 15 days from the date we mail or electronically provide you with your first account statement. You may call 713.499.1800 and ask to speak with your account representative.

SAVINGS ACCOUNTS

How many free withdrawals and/or transfers will I be able to make per quarter? You may make six (6) withdrawals and/or transfers per quarter.

How often will interest be compounded on my Savings Account? Interest is compounded and credited quarterly.

Will there be changes in the interest rate on my account? Interest rates are adjusted as market conditions

change. Please contact your Bank Officer or call 713.499.1800 for more information.

MONEY MARKET ACCOUNTS

How many free withdrawals and/or transfers will I be able to make per month? You may make six (6) withdrawals and/or transfers per month.

How often will interest be compounded on my Money Market Account? Interest is compounded and credited monthly.

Will there be changes in the interest rate on my account? Interest rates are adjusted as market conditions change. Please contact your Bank Officer or call 713.499.1800 for more information.

CERTIFICATE OF DEPOSIT (CD) & INDIVIDUAL RETIREMENT ACCOUNTS (IRA)

Will the rate on my CD or IRA change? The interest rate on CDs and IRAs will remain the same until the first maturity after February 21. At that time, the fixed rate of your CD and IRA will be established based on current market conditions.

Will the term on my CD or IRA change? The terms for your CD or IRA will remain unchanged.

Will my CD and IRA be FDIC-insured after the conversion? Separate insurance up to \$250,000 for CDs issued by Allegiance Bank and CommunityBank of Texas remains in place until CD maturity.

Will I continue to receive CD or IRA statements monthly, if previously scheduled? Stellar Bank sends pre-renewal notices only. You may also access the information for your CD and IRA through online banking.

What penalties are charged for early withdrawals on a CD or IRA? Certificates of Deposit opened or renewed prior to February 21 will be subject to the following early withdrawal penalty:

One (1) month simple interest for certificate of deposit with a term of one year or less, at the current rate of interest being paid on this certificate of deposit, on the amount withdrawn, or three (3) months simple interest for certificate of deposit with a term of more than one year, at the current rate of inter-

est being paid on this certificate of deposit, on the amount withdrawn.

Certificates of Deposit opened or renewed on or after February 21 will be subject to the following early withdrawal penalty, the greater of:

- One (1) month simple interest for certificate of deposit with a term of one year or less, at the current rate of interest being paid on this certificate of deposit, on the amount withdrawn, or three (3) months simple interest for certificate of deposit with a term of more than one year, at the current rate of interest being paid on this certificate of deposit, on the amount withdrawn; or
- The amount by which the current interest rate being paid on this certificate of deposit is less than the interest rate offered by the bank on the date of early withdrawal for certificates of deposit of the same type and term, multiplied by the number of years (expressed as a decimal) remaining to maturity, on the amount withdrawn.

Exception to Early Withdrawal: If any owner of a Certificate of Deposit dies or is declared to be legally incompetent by a court or other administrative body of competent jurisdiction, we will grant a proper request for early withdrawal. No penalty will be applied on the amount withdrawn as a result of such withdrawal.

Successor Custodian: Stellar Bank will become the successor custodian on your IRA. This change requires no action on your part and will have no effect on your IRA, upcoming contributions, or distributions/withdrawals.

Will my CD or IRA renew automatically? Yes. After February 21, your CD or IRA will continue to automatically renew.

When will I receive the payment distribution on my IRA? If you have an IRA with scheduled distributions, you will continue to receive your payments in the same frequency and in the same method as before.

DEBIT CARD

Will I need a new Visa® Debit Card? CommunityBank of Texas customers will continue to use your existing Visa® Debit Card without interruption. You will receive a new contactless debit card in the months following February 21.



Will my current Visa® Debit Card Personal Identification Number (PIN) stay the same? Your PIN will not change.

Will my debit card number change? You will keep your same card number until you receive your new contactless debit card.

Will my limits change for my ATM/Debit Card Cash Withdrawal and Point of Sale Daily Limits? Yes, your existing debit card limits will increase. Contact your banker for more information.

Does Stellar Bank waive fees for ATM transactions?

Stellar Bank will not charge you a fee for using a Stellar Bank ATM. If you conduct your ATM transaction at an ATM owned by a financial institution other than Stellar Bank, Stellar Bank will not charge an ATM fee, however, the financial institution who owns the ATM may charge a fee.

Can I add my Visa® Debit Card to my digital wallet? Yes, you can add it to your Apple®, Google® or Samsung® wallet(s).

LENDING SERVICES

Will the terms of my loan or line of credit change? Unless you were otherwise notified in writing, the terms of your loan will not change. The loan number will not change.

Mortgage Loan Information: The merger will not affect existing loan terms and conditions of your current mortgage (e.g., payment amounts, maturity dates). However, there are some changes to where loan payments will be mailed, as well as changes to notices and statements that you receive. Your mortgage loan(s) will be serviced by Stellar Bank. You will receive a Servicing Transfer Notice from Stellar Bank with more information including your new loan number, if any.

PPP Loan Customers: Customers who received SBA PPP loans should continue to access the PPP Portal as you do today.

The link to the PPP Portal will not be changing. The merger will not affect the PPP loan forgiveness process with the SBA. Please continue to submit required information through the PPP Portal in a timely manner.

Home Equity Lines of Credit (HELOC):

- Home Equity Line of Credit loans will receive a monthly billing statement. Some customers will experience an adjustment in the date their HELOC statement is generated, which will affect the payment due date. If this adjustment impacts your loan, a separate notice will be mailed to the mailing address noted on your loan.
- Loan advances may be requested by emailing your loan officer from an email address associated with your account or by going into a banking center.
- Your end-of-year 1098 statement will come from Stellar Bank and will reflect your entire year's interest.

Personal Lines of Credit: Personal Line of Credit loans will receive a monthly billing statement. Customers can request a loan advance by emailing your loan officer from an email address associated with your account or by going into a branch.

Consumer Credit Reporting: We may report information about your consumer loan account to credit bureaus. Late payments, missed payments, and other defaults on your account may be reflected in your credit report.

If my loan is on automatic debit from my checking account, will that still be in effect? Yes, there will be no effect to your automatic debit for your loan payment.

Will I continue to receive a payment notice? There will be no change to the timing of your billing. The format of the bill may be different.

Will I continue to use my payment coupons? Yes, you may send your coupon with your payment.

Where should I send payments after the conversion date? Payments should be mailed to:

Stellar Bank

PO Box 41307

Houston, Texas 77241

ADDITIONAL ACCOUNTS & SERVICES

Will I have access to safe deposit boxes? We will continue to offer safe deposit boxes. If you have a safe deposit box,

beginning February 21 it will be governed by the safe deposit box lease contained herein. Rental fees will continue to be debited automatically from the account you originally designated or will be billed annually to the mailing address of the box owner.

WIRE TRANSFERS

How will my wire transfer requests be handled at Stellar Bank? Wire operations for Legacy CommunityBank and Legacy Allegiance will operate independently until after data migration. Effective February 21, wire operations will be combined into one operating system as Stellar Bank.

Stellar Bank Wire Transfer Cutoff Times:

- Incoming Domestic and International: 5:00 pm CST
- Outgoing Domestic: 4:00 pm CST
- Outgoing International and IRS Tax Wires: 2:30 pm CST

What is the ABA/FRB Routing Number for domestic wires? Effective February 21, the ABA/FRB Routing Number for Stellar Bank will be 113025723.

What is the SWIFT code for international wires? As of February 21, 2023, the SWIFT code for international wires to Stellar Bank will be ALTXUS44.

How do I contact the wire transfer department? Please call 713.499.1800 to request to speak with a banking representative who will assist you.

How do I initiate an outgoing wire transfer? To initiate an outgoing wire transfer, call 713.499.1800 and speak with a representative or call your Bank Officer.

What are the instructions for an incoming domestic wire?

- Receiving/Beneficiary Bank ABA: 113025723
- Receiving Bank Name: Stellar Bank
- Receiving Bank Address: 9 Greenway Plaza, Suite 110, Houston, TX 77046
- Beneficiary Name: Customer or Account Name
- Beneficiary Account Number: Customer Account Number
- Beneficiary Address: Customer Address
- Beneficiary Phone Number: Customer Phone Number (optional)

What are the instructions for an international wire?

- Receiving Bank ABA:113025723/Stellar Bank
- Beneficiary Bank SWIFT: ALTXUS44/Stellar Bank

- Beneficiary Bank Address: 9 Greenway Plaza, Suite 110
 Houston, TX 77046
- Beneficiary Name: Customer or Account Name
- Beneficiary Account Number: Customer Account Number
- Beneficiary Address: Customer Address
- Beneficiary Phone Number: Customer Phone Number (optional)

Include any "Special Instructions" needed to credit the correct account when wire is received.

I have wire service established via my online banking. Will my templates carry forward? All templates will carry forward into Stellar Bank wire platform and within the online banking platform.

TELEPHONE BANKING

How do I access telephone banking with Stellar Bank? The Stellar Bank 24-Hour Automated Information Line phone number is 844.378.7564. To establish access you will need your account number and social security number. You will then create a PIN. The next time you call the 24-Hour Automated Information Line you will need your account number, PIN and zip code.

ONLINE BANKING

How do I endorse my check when depositing it through Mobile Deposit? On or after, Tuesday, February 21, 2023 all checks submitted through Mobile Deposit must be properly endorsed by the Customer adding the following statement below the signature: "For Mobile Deposit Only At Stellar Bank." Although some checks have a preprinted box to indicate mobile deposit, checking this box does not complete the Bank's mobile deposit endorsement requirement. Below is a proper endorsement example:

[Payee Endorsement]
For Mobile Deposit Only At Stellar Bank

Does Stellar Bank offer bill payment via online banking? Yes.

Will there be any changes to my online banking? No.

44 Welcome Guide STELLAR BANK STELLAR BANK STELLAR BANK



How will I access Stellar Bank's Online Banking? Effective Tuesday, February 21 you can access online banking at stellar.bank located on the Stellar Bank homepage.

- On the main section of our homepage you will see the Online Banking login area.
- Enter your Login ID (this did not change unless you received a separate communication from the bank).
- Then enter your existing password click "Log in."
- You will then access the online banking portal which has a different look and feel but has the same functionality you have experienced previously.



Banking Centers

GREATER HOUSTON

13100 Northwest Freeway, Suite 100 Houston TX 77040 281.517.8780

2 ANAHUAC* 1500 Miller Street, PO Box 429 Anahuac, TX 77514 409.267.3171

3 BAYTOWN GARTH RD.* 5700 Garth Road Baytown, TX 77521 281.421.1942

4 BELLAIRE* 5410 Bellaire Blvd, Suite B Bellaire, TX 77401

5 BOLING* 100 Texas Avenue Boling, TX 77420 979.657.4411

6 BROOKSHIRE* 550 FM 1489 Brookshire, TX 77423 281.517.8705

7 CHAMPIONS* 6461 FM 1960 West 713.210.7640

8 CLEAR LAKE** 2200 Nasa Parkway, Suite 100 Houston, TX 77058 281.517.8770

9 CONROE* 1302 West Davis, Suite A Conroe, TX 77304 936.539.3774

CROSBY MAIN** 6200 FM 2100 Crosby, TX 77532 281.328.4811

CROSBY-LOBBY II* 14100 FM 2100 Crosby, TX 77532 281.328.4822

DAYTON* 501 North Cleveland Street Dayton, TX 77535 936.258.0066

13 EAST END* 2929 Navigation Blvd, Suite 100 Houston, TX 77003 281.517.8735

14 ELDRIDGE** 2407 Eldridge Parkway South Houston, TX 77077

15 GALLERIA* 2000 West Loop South, Suite 100 Houston, TX 77027 713,439,3931

16 GREENWAY PLAZA* 9 Greenway Plaza, Suite 110 Houston, TX 77046 713,210,7600

GULF FREEWAY** 7125 Gulf Freeway Houston, TX 77087 713.643.5555

18 HEIGHTS* 2222 North Durham Houston, TX 77008 281.517.8760

19 HUMBLE* 19010 W Lake Houston Pkwy Humble TX 77346 281.852.2020

EXATY* 520 Westgreen Blvd Katy, TX 77450

ALLEGIANCE BANK

** DEPOSIT TAKING ATM

COMMUNITYBANK OF TEXAS

21 KATY PIN OAK* 722 Pin Oak Road Katy, TX 77494 281.391.4900

22 KIRBY* 3963 Kirby Drive Houston, TX 77098 281.517.8750

23 MEMORIAL SPRING BRANCH* 8800 Katy Freeway, Suite 110 Houston, TX 77024

24 NORTH SHORE* 13909 East Freeway Houston, TX 77015 713.330.4500

713.439.3980

25 NORTHWEST FREEWAY AT GESSNER* 14770 Northwest Freeway Houston, TX 77040

26 PASADENA* 3498 E Sam Houston Parkway S Pasadena, TX 77505 281.991.4600

27 SOUTH BELT 11550 Fuqua Street, Suite 100 Houston, TX 77034 281.925.4776

28 STAFFORD* 13010 Murphy Road Stafford, TX 77477 281.494.6686

29 SUGAR LAND** 16555 Southwest Freeway Sugar Land, TX 77479

30 SUGAR LAND*
4690 Sweetwater Blvd, Suite 100

Sugar Land, TX 77479 281.325.5000

31 THE WOODLANDS* 1900 Research Forest The Woodlands, TX 77381 832,325,2335

32 TOMBALL* 28515 SH 249 Tomball, TX 77377 281.290.0301

33 TOWN & COUNTRY* 790 W Sam Houston Parkway N, Suite 100 Houston, TX 77024 713.439.3990

34 WASHINGTON* 6226 Washington, Suite 100 Houston, TX 77007 713.526.1700

35 WEST BELT* 8727 W Sam Houston Parkway N Houston, TX 77040 281.517.8700

36 WESTCHASE* 10333 Richmond Ave, Suite 100 Houston, TX 77042 713.830.1017

37 WHARTON* 1610 N Alabama Road Wharton, TX 77488 979.282.2555

38 WOODWAY* 6363 Woodway Drive, Suite 100 Houston, TX 77057 281.517.8740

ATM AT PALM CENTER CAMPUS** 5330 Griggs Road Houston, TX 77021

BEAUMONT & EAST TEXAS

39 BEAUMONT* 55 IH-10 North Beaumont, TX 77707 409.861.5000

40 BUNA* 296 TX State Hwy 62 PO Box 1748 Buna, TX 77612 409.238.6543

41 DELAWARE* 5999 Delaware Beaumont, TX 77706 409.861.7200

42 HWY 105* 7410 Hwy 105 Beaumont, TX 77713 409.898.1850

DALLAS

55 DALLAS 8222 Douglas, Suite 100 Dallas, TX 75225 214.259.7600

43 JASPER* 637 S. Wheeler Jasper, TX 75951

44 KIRBYVILLE* 918 S. Margaret Ave Kirbyville, TX 75956 409.423.4602

45 LUMBERTON* 111 Country Lane Drive Lumberton, TX 77657 409.861.7275

46 NEDERLAND* 2008 Hwy 365 Nederland, TX 77627 409.861.7270

47 NEWTON* 319 Rusk Street Newton, TX 75966

> 48 ORANGE* 3300 Edgar Brown Drive Orange, TX 77630 409.670.9300

49 PHELAN* 6378 Phelan Blvd 409.861.2900

50 PORT ARTHUR COMMUNITY TOWER** 4749 Twin City Hwy Port Arthur, TX 77642 409.861.7200

51 SILSBEE* 645 N 5th Street Silsbee, TX 77656

52 STEDMAN 490 Park Street, Suite 105 Beaumont, TX 77701 409.861.7286

53 VIDOR* 1475 North Main Street Vidor, TX 77662 409.783.0880

64 WOODVILLE* 501 S Magnolia Woodville, TX 75979 409.283.8100

OFFICES CONSOLIDATING AT CONVERSION

56 HWY 290* 14561 Northwest Fwy Houston, TX 77040 713,210,7773

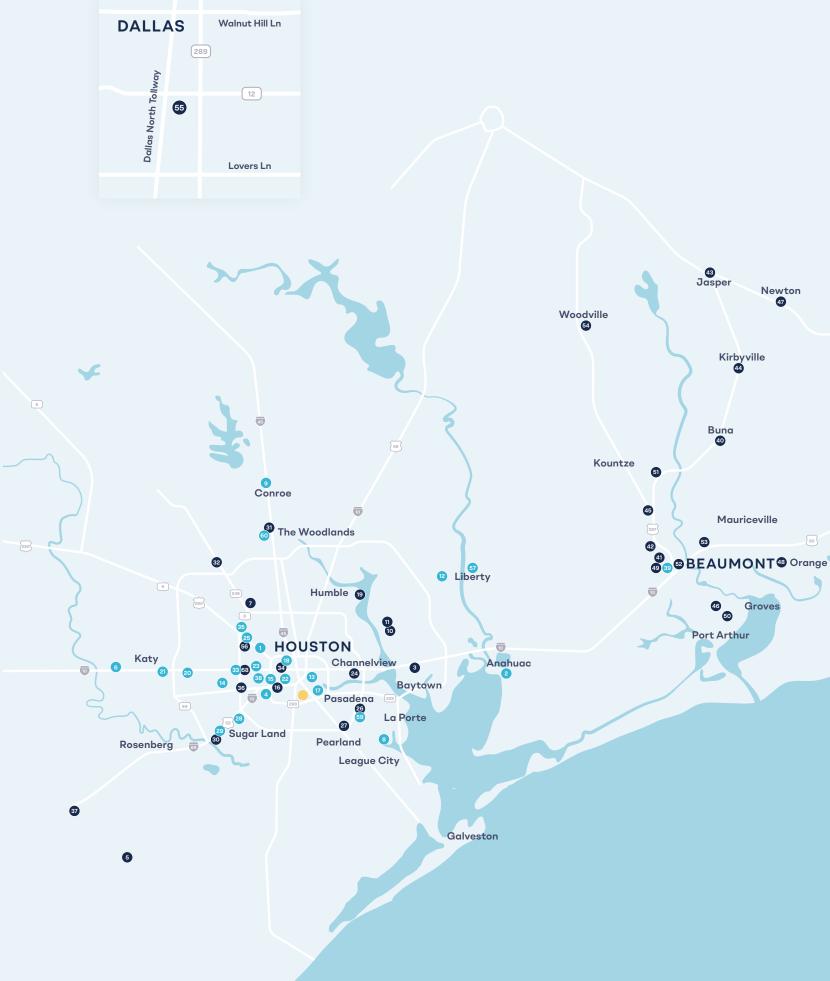
57 LIBERTY* 1302 North Main Street Liberty, TX 77575 936.336.9800

58 MEMORIAL **CITY BRANCH*** 820 Gessner, Suite 140 Houston, TX 77024

713.827.2772

59 PASADENA* 4420 E Sam Houston Parkway S Pasadena, TX 77505 713.439.3910

60 THE WOODLANDS* 1800 Hughes Landing Blvd, The Woodlands, TX 77380 713.499.1313



STELLAR BANK STELLAR BANK Welcome Guide UPDATED 12-1-2022 UPDATED 12-1-2022 Welcome Guide

Contact Information

stellar

WEBSITE ADDRESS

stellar.bank

CUSTOMER SERVICE

713.499.1800

DEBIT CARD SUPPORT & BANK BY PHONE

844.378.7564

INVESTOR RELATIONS

IR@stellarbancorpinc.com

Disclosures, Terms and Conditions for your Stellar Bank Account

The terms and conditions set forth in this document become effective on February 1, 2023 for legacy CommunityBank of Texas customers and February 21, 2023 for legacy Allegiance Bank customers. In the event you do not choose to accept them, please make the necessary arrangements to close your account or safe deposit box on or before February 1, 2023 for legacy CommunityBank of Texas customers and February 21, 2023 for legacy Allegiance Bank customers.

Contents

52	Privacy Notice
54	Terms and Conditions of Your Account
59	Truth-in-Savings Disclosures: Business Accounts
61	Truth-in-Savings Disclosures: Personal Accounts
64	Terms and Conditions Overdraft Addendum
65	Funds Availability Disclosure
66	Electronic Fund Transfers
68	Schedule of Fees
69	Safe Deposit Fees
69	Safe Deposit Box Lease - Terms and Conditions
71	Notice of ATM/Night Deposit Facility User Precautions

Privacy Notice

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

REASONS WE CAN SHARE YOUR PERSONAL INFORMATION	Does Stellar Bank share?	Can you limit this sharing?
For our everyday business purposes such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes information about your creditworthiness	Yes	Yes
For our affiliates to market to you	Yes	Yes
For nonaffiliates to market to you	Yes	Yes

To limit our sharing	Call 713.499.1800 and speak with a Stellar Bank customer service representative	
	Visit us online: stellar.bank/privacy	
	Please note: If you are a new customer, we can begin sharing your information 30 days from the date we sent this notice. When you are no longer our customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.	
Questions?	Call 713.499.1800 or go to stellar.bank/privacy	

WHO WE ARE		
Who is providing this notice?	The consumer financial companies within the Stellar Bancorp, Inc. family, including Stellar Bank.	

WHAT WE DO	WHAT WE DO		
How does Stellar Bank protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We authorize our employees to access consumer information only for legitimate business purposes and to keep information confidential. We require companies that work for us to protect your information.		
How does Stellar Bank collect my personal information?	We collect your personal information, for example, when you open an account or make deposits or withdrawals from your account pay your bills or apply for a loan use your debit or credit card We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.		
Why can't I limit all sharing?	Federal law gives you the right to limit only • sharing for affiliates' everyday business purposes – information about your creditworthiness • affiliates from using your information to market to you • sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See below for more information on your rights under state law.		
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account.		

DEFINITIONS		
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies.	
 our affiliates include Stellar Bancorp, Inc., Stellar Bank, American Prudential Capit ABTX Financial, Inc., and any other affiliate we may add in the future 		
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies.	
	 nonaffiliates that we may share with can include financial services companies such as insurance agencies or mortgage brokers; nonfinancial companies such as retailers, travel companies and membership groups; and other companies such as nonprofit groups 	
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you.	
	our joint marketing partners include financial services companies	

OTHER IMPORTANT INFORMATION

Special Notice for Texas Residents:

Stellar Bank is chartered/licensed registered under the laws of the State of Texas and by state law are subject to regulatory oversight by the Texas Department of Banking. Any consumer wishing to file a complaint against Stellar Bank should contact the Texas Department of Banking through one of the following means indicated below:

In Person or by U.S. Mail:
Texas Department of Banking Consumer Activities
2601 North Lamar Boulevard
Suite 300
Austin TX 78705-4294

Telephone Number: 1.877.276.5554 (toll free) Fax Number: 512.475.1313

Email: consumer.complaints@dob.texas.gov Website: https://www.dob.texas.gov

Special Notice for California Residents:

In accordance with California law, we will not share personal information we collect about California residents with companies outside of Stellar Bank, except as permitted by law, such as a legal process, as required to service your account or unless you provide us with express consent to do so. The California Consumer Privacy Act Notice can be accessed stellar.bank/privacy/CCPA.

STELLAR BANK DISCLOSURES, TERMS AND CONDITIONS Welcome Guide Welcome Guide 53

Terms and Conditions of Your Account

Important Information about Procedures for Opening a New Account

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person 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.

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 receiving a notice of 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 system rules (except to the extent that this agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this agreement is to:

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

If any provision of this 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 document 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.

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.

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 judament 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.

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 indorse any item payable to you or your order for deposit to this account or any other transaction with us.

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

<u>Checks and Withdrawal Rules.</u> 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.

<u>Cash Withdrawals.</u> 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.

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.

<u>Single-Party Account Without "P.O.D." (Payable on Death)</u>
<u>Designation.</u> 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.

<u>Single-Party Account With "P.O.D." (Payable on Death) Designation.</u>
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.

<u>Trust Account.</u> 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.

Business, Organization, and Association Accounts

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

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).

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.

Amendments and Termination

We may change any term of this agreement. For such changes, we will give you reasonable notice in writing or by any other method permitted by law. We may also suspend or terminate a service or close this account at any time upon reasonable notice to you and, if we close the account, tender of the account balance personally or by mail. Reasonable notice depends on the circumstances, and in some cases, such as when we cannot verify your identity or we suspect fraud, it might be reasonable for us to give you notice after the change or account closure becomes effective. For instance, if we suspect fraudulent activity with respect to your account, we might immediately freeze or close your account and then give you notice. If we have notified you of a change in any term of your account and you continue to have your account after the effective date of the change, you have agreed to the new terms.

When you close your account, you are responsible for leaving enough money in the account to cover any outstanding items to be paid from the account.

Items presented for payment after the account is closed may be dishonored.

Note: Rules governing changes in 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.

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.

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.

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, 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., on-line, 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.

<u>Duty to Notify if Statement Not Received.</u> 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.

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.

Temporary Account Agreement

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

Setoff

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

This right of setoff does not apply to this account if prohibited by law. For example, the right of setoff does not apply to this account if: (a) it is an Individual Retirement Account or similar tax-deferred account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor's right

of withdrawal only arises in a representative capacity, or (d) the debt is created by a home equity loan. 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.

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.

Check Cashing

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

Truncation, Substitute Checks, and Other Check Images

If you truncate an original check and create a substitute check, or other paper or electronic image of the original check, you warrant that no one will be asked to make payment on the original check, a substitute check or any other electronic or paper image, if the payment obligation relating to the original check has already been paid. You also warrant that any substitute check you create conforms to the legal requirements and generally accepted specifications for substitute checks. You agree to retain the original check in conformance with our internal policy for retaining original checks. You garee 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 separate agreement between you and us, we do not have to accept any other electronic or paper image of an original check.

Remotely Created Checks

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

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

Unlawful Internet Gambling Notice

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

ACH and Wire Transfers

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

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.

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.

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.

Account Transfer

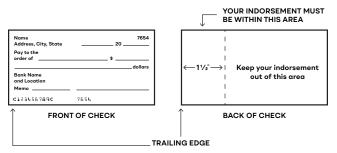
This account may not be transferred or assigned without our prior written consent.

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 11/2" 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 11/2" of that edge.



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

Death or Incompetence

You agree to notify us promptly if any person with a right to withdraw funds from your account(s) dies or is adjudicated (determined by the appropriate official) incompetent. We may continue to honor 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.

Fiduciary Accounts

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

Credit Verification

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

Legal Actions Affecting Your Account

If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your account (termed "legal action" in this section), we will comply with that legal action 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 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 insuf-

ficient 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.

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

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

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

Positive Pay and Other Fraud Prevention Services. Except for consumer electronic fund transfers subject to Regulation E, you agree that 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 account holders that issue: a high volume of checks, a lot of checks to the general public, or checks for large dollar amounts.

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.

Monitoring and Recording Telephone Calls and Account Communications

Subject to federal and state law, we may monitor or record phone $% \left\{ 1,2,\ldots ,n\right\}$

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 use 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.

(33) 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 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.

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.

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.

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.

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.

Additional Terms

Deposit Discrepancies and Corrections. If you present a deposit via one of the available remote deposit methods, discrepancies in the deposit will be corrected at the time of deposit and your deposit will be adjusted immediately. You will be notified of the correction by electronic mail, or by regular mail if we do not have a valid e-mail address for you.

Deposits presented in any other manner will be provisionally credited immediately in accordance with other sections of this agreement, and discrepancies of \$1.00 or more will be corrected the next business day by increasing or decreasing the deposit amount. You will be notified by regular mail of the correction.

<u>Service Fee Schedule.</u> Please refer to our Service Fee Schedule for information on additional fees.

Truth-in-Savings Disclosures: Business Accounts

BUSINESS CHECKING

A minimum of \$200.00 is required to open the account.

A service charge of \$15.00 will be imposed every statement cycle if the Average Collected Balance falls below \$2,500.00.

You will be charged \$0.50 per item (defined below) in excess of 200 items per cycle. Items are defined as:

- Debits (checks paid, ACH items paid, debit card purchases/ payments)
- Credits (deposits, ACH deposits); Each item included in a deposit

You will be charged \$2.00 per \$1,000.00 cash handling fee after the first \$11,000.00 cash deposit per day.

Deposit Discrepancies and Corrections:

If you present a deposit via one of the available remote deposit methods, discrepancies in the deposit will be corrected at the time of deposit and your deposit will be adjusted immediately. You will be notified of the correction by electronic mail, or by regular mail if we do not have a valid e-mail address for you.

Deposits presented in any other manner will be provisionally credited immediately in accordance with other sections of this agreement, and discrepancies of \$1.00 or more will be corrected the next business day by increasing or decreasing the deposit amount. You will be notified by regular mail of the correction.

Service Fee Schedule:

Please refer to our Service Fee Schedule for information on additional fees. By signing the account agreement, you acknowledge receipt of the separate Service Fee Schedule.

SMALL BUSINESS CHECKING

A minimum deposit of \$200.00 is required to open the account.

You will be charged \$0.25 per item (defined below) in excess of 200 items per cycle. Items are defined as:

- Debits (checks paid, ACH items paid, debit card purchases/ payments)
- Credits (deposits, ACH deposits); Each item included in a deposit

You will be charged \$2.00 per \$1,000.00 cash handling fee after the first \$11,000.00 cash deposit per day.

Deposit Discrepancies and Corrections:

If you present a deposit via one of the available remote deposit methods, discrepancies in the deposit will be corrected at the time of deposit and your deposit will be adjusted immediately. You will be notified of the correction by electronic mail, or by regular mail if we do not have a valid e-mail address for you.

Deposits presented in any other manner will be provisionally credited immediately in accordance with other sections of this agreement, and discrepancies of \$1.00 or more will be corrected the next business day by increasing or decreasing the deposit amount. You will be notified by regular mail of the correction

Service Fee Schedule:

Please refer to our Service Fee Schedule for information on additional fees. By signing the account agreement, you acknowledge receipt of the separate Service Fee Schedule.

Other Benefits:

Account is eligible for Treasury Management Services.

BUSINESS INTEREST CHECKING

A minimum of \$200.00 is required to open the account.

A service charge of \$15.00 will be imposed every statement cycle if the Ledger balance in the account falls below \$1,000.00 any day of the statement cycle.

You will be charged \$0.15 each item deposited or debit posted per cycle.

You must maintain a minimum Collected balance of \$1,000.00 to earn the annual percentage yield (APY).

The interest rate paid on this account is variable and can change at any time.

The interest will be paid to you based on the highest balance achieved during the cycle based on these tiers:

- \$1,000.00 to \$9,999.00
- \$10,000 to \$99,999.00
- Greater than \$100,000.00

Interest is compounded and credited monthly.

Deposit Discrepancies and Corrections:

If you present a deposit via one of the available remote deposit methods, discrepancies in the deposit will be corrected at the time of deposit and your deposit will be adjusted immediately. You will be notified of the correction by electronic mail, or by regular mail if we do not have a valid e-mail address for you.

Deposits presented in any other manner will be provisionally credited immediately in accordance with other sections of this agreement, and discrepancies of \$1.00 or more will be corrected the next business day by increasing or decreasing the deposit amount. You will be notified by regular mail of the correction.

Service Fee Schedule:

Please refer to our Service Fee Schedule for information on additional fees. By signing the account agreement, you acknowledge receipt of the separate Service Fee Schedule.

BUSINESS ANALYSIS CHECKING

A minimum of \$200.00 is required to open the account.

A service charge of \$15.00 will be imposed every statement cycle if your account is not being analyzed. If your account is being analyzed, your monthly fees will be determined by types of services utilized, and transaction volumes. You will receive an earnings credit based on your average collected investible balance which may offset monthly fees. Please contact Treasury Service for customized solutions that are tailored to your business needs.

You will be charged \$0.15 each item deposited or debit posted per cycle.

Deposit Discrepancies and Corrections:

If you present a deposit via one of the available remote deposit methods, discrepancies in the deposit will be corrected at the time of deposit and your deposit will be adjusted immediately. You will

be notified of the correction by electronic mail, or by regular mail if we do not have a valid e-mail address for you.

Deposits presented in any other manner will be provisionally credited immediately in accordance with other sections of this agreement, and discrepancies of \$1.00 or more will be corrected the next business day by increasing or decreasing the deposit amount. You will be notified by regular mail of the correction.

Service Fee Schedule:

Please refer to our Service Fee Schedule for information on additional fees. By signing the account agreement, you acknowledge receipt of the separate Service Fee Schedule.

Other Benefits

Account is eligible for Treasury Management Services.

IOLTA

A minimum of \$200.00 is required to open the account.

Interest will be earned and paid on this account in accordance with our agreement with the Texas Access to Justice Foundation.

Interest is compounded and credited monthly.

Deposit Discrepancies and Corrections

If you present a deposit via one of the available remote deposit methods, discrepancies in the deposit will be corrected at the time of deposit and your deposit will be adjusted immediately. You will be notified of the correction by electronic mail, or by regular mail if we do not have a valid e-mail address for you.

Deposits presented in any other manner will be provisionally credited immediately in accordance with other sections of this agreement, and discrepancies of \$1.00 or more will be corrected the next business day by increasing or decreasing the deposit amount. You will be notified by regular mail of the correction.

Service Fee Schedule:

Please refer to our Service Fee Schedule for information on additional fees. By signing the account agreement, you acknowledge receipt of the separate Service Fee Schedule.

Other Benefits

Account is eligible for Treasury Management Services

BUSINESS SAVINGS

A minimum deposit of \$200.00 is required to open the account.

A service charge of \$6.00 will be imposed every statement cycle if the Ledger balance in the account falls below \$200.00 any day of the statement cycle.

During any statement cycle you may not make more than six (6) not in person withdrawals or transfers.

Transactions in excess of the above limitations will be subject to a charge of \$5.00 per transaction.

Interest is earned and compounded quarterly.

Deposit Discrepancies and Corrections

If you present a deposit via one of the available remote deposit

methods, discrepancies in the deposit will be corrected at the time of deposit and your deposit will be adjusted immediately. You will be notified of the correction by electronic mail, or by regular mail if we do not have a valid e-mail address for you.

Deposits presented in any other manner will be provisionally credited immediately in accordance with other sections of this agreement, and discrepancies of \$1.00 or more will be corrected the next business day by increasing or decreasing the deposit amount. You will be notified by regular mail of the correction.

Service Fee Schedule:

Please refer to our Service Fee Schedule for information on additional fees. By signing the account agreement, you acknowledge receipt of the separate Service Fee Schedule.

BUSINESS MONEY MARKET

A minimum of \$2,500.00 is required to open the account.

A service charge of \$15.00 will be imposed every statement cycle if the Ledger balance in the account falls below \$2,500.00 any day of the statement cycle.

You must maintain a minimum Collected balance of \$2,500.00 to earn the annual percentage yield (APY).

The interest rate paid on this account is variable and can change at any time.

Interest will be paid to you based on the highest balance achieved during the cycle based on these tiers:

- \$100,000 to \$499,999.99
- \$500,000 to \$999,999.99
- \$1,000,000 to \$4,999,999.99
- \$5,000,000 to \$9,999,999.99
- Greater than \$10,000,000

Interest is compounded and credited monthly.

During any statement cycle, you may not make more than six (6) not in person withdrawals or transfers

Transactions in excess of the above limitations will be subject to a charge of \$5.00 per transaction.

Deposit Discrepancies and Corrections:

If you present a deposit via one of the available remote deposit methods, discrepancies in the deposit will be corrected at the time of deposit and your deposit will be adjusted immediately. You will be notified of the correction by electronic mail, or by regular mail if we do not have a valid e-mail address for you.

Deposits presented in any other manner will be provisionally credited immediately in accordance with other sections of this agreement, and discrepancies of \$1.00 or more will be corrected the next business day by increasing or decreasing the deposit amount. You will be notified by regular mail of the correction.

Service Fee Schedule:

Please refer to our Service Fee Schedule for information on additional fees. By signing the account agreement, you acknowledge receipt of the separate Service Fee Schedule.

Truth-in-Savings Disclosures: Personal Accounts

PERSONAL CHECKING

Minimum Balance Requirements

You must deposit at least \$100.00 to open this account.

To Avoid Imposition Of Fees

A service charge of \$10.00 will be imposed every statement cycle if the Ledger balance in the account falls below \$500.00 any day of the statement cycle.

Complimentary Benefits

- Online and Mobile Banking
- Debit Card
- eStatements

GREEN REWARDS CHECKING

Minimum Balance Requirements

You must deposit at least \$100.00 to open this account.

To Avoid Imposition Of Fees

A service charge of \$5.00 will be imposed every statement cycle if the Qualification Requirements are not met during the Qualification Period.

QUALIFICATION REQUIREMENTS

Green Rewards

For each debit card transaction (excluding ATM and recurring debit card transactions) posted to the account during the Qualification Period, you will receive cash back in the following amounts:

• Ten (\$0.10) cents per transaction in the amount of \$10.00 or greater.

At our discretion, we may change the amount or transaction tiers for Green Rewards Checking.

Forfeiture Of Cash Rewards

If you close your account before Green Rewards have been credited to your account, all Green Rewards that are due will be forfeited

Qualification Requirements To Obtain Green Rewards

You must satisfy all of the following Qualification Requirements during each Qualification Period to obtain the disclosed Rewards:

 Have at least one (1) ACH debit or credit post to this account during the Qualification Period;

 Use your debit card and have a minimum of one (1) pointof-sale (POS) purchase post to your account during the Qualification Period (excluding ATM transactions)

Failure to satisfy all Qualification Requirements during a Qualification Period will result in the forfeiture of any Rewards and the imposition of a monthly Service Charge of \$5.00.

The Green Rewards Checking provides for electronic periodic account statements (eStatements), which requires enrollment in online banking, and you must provide evidence of your ability to receive eStatements in accordance with the ESIGN Act. There is no charge for enrollment in online banking or for eStatements. If you prefer, paper statements are also available for a \$3.00 per month fee, and if you do not complete enrollment in eStatements, for any reason, paper statements will be provided with accompanying charges.

Qualification Period

This is the period during which the Qualification Requirements must be met for you to obtain the disclosed Green Rewards. This period begins on the day following the day that your current periodic statement is generated and generally ends on the day that your next statement is generated.

Complimentary Benefits

- Online and Mobile Banking
- Debit Card
- eStatements

LIGHT CHECKING

Minimum Balance Requirements

You must deposit at least \$100.00 to open this account.

Additional Terms

- 100 free debit transactions per statement cycle
- \$0.50 per debit transaction fee over 100 items

Complimentary Benefits

- Online and Mobile Banking
- Debit Card
- eStatements

SILVER CHECKING

Minimum Balance Requirements

You must deposit at least \$100.00 to open this account.

Additional Terms

At least one account holder must be at least 50 years of age or older

Complimentary Benefits

- Online and Mobile Banking
- Debit Card
- Complimentary Checks
- eStatements
- 50% discount on Safe Deposit Boxes

RELATIONSHIP CHECKING

Minimum Balance Requirements

You must deposit at least \$100.00 to open this account.

Additional Terms

This account is available to business owners, their family, and employees

Complimentary Benefits

- Online and Mobile Banking
- Debit Card
- eStatements

PERSONAL INTEREST CHECKING

Minimum Balance Requirements

You must deposit at least \$100.00 to open this account.

To Avoid Imposition Of Fees

A service charge of \$15.00 will be imposed every statement cycle if the Ledger balance in the account falls below \$1,000.00 any day of the statement cycle.

Variable Rate

The interest rate and annual percentage yield for your account depend upon the applicate rate tier. The interest rate and annual percentage yield for these tiers may change.

Determination Of Rate

At our discretion, we may change the interest rate on your account.

Frequency Of Rate Change

We may change the interest rate on your account at any time.

To Obtain The Annual Percentage Yield Disclosed

You must maintain a minimum collected balance of \$1,000.00 in the account each day to obtain the disclosed annual percentage yield.

Compounding And Crediting

Interest will be compounded and credited monthly at the end of the statement cycle.

If you close your account before interest is credited, you will receive the accrued interest. $\,$

Balance Computation Method

We use the daily balance method to calculate the interest on your account. This method applies to daily periodic rate to the principal in the account each day.

Accrual Of Interest On Noncash Deposits

Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks).

Additional Terms

Tiered Account Information:

BALANCE TIERS

- \$ 0.00 \$999.99
- \$1,000.00 \$9,999.99
- \$10,000.00 \$99,999.99
- \$100,000 & Above

Complimentary Benefits

- Online and Mobile Banking
- Debit Card
- eStatements

HEALTH SAVINGS AND HEALTH SAVINGS FAMILY ACCOUNT

Health Savings Account (HSAs) and Health Savings Family are subject to limitations and/or penalties imposed by the Internal Revenue Service. Please see your HSA Agreement or tax advisor for additional information.

Debit Card Information

Only Stellar Bank HSA Debit Cards are issued on this account. This card can be used for current or upcoming medical expenses including high deductible insurance plans.

Complimentary Benefits

- Online and Mobile Banking
- Stellar HSA Debit Card
- eStatements

PERSONAL SAVINGS

Minimum Balance Requirements

You must deposit at least \$200.00 to open this account.

To Avoid Imposition Of Fees

A service charge of \$5.00 will be imposed every statement cycle if the Ledger balance in the account falls below \$200.00 any day of the statement cycle.

Variable Rate

Your interest rate and annual percentage yield may change.

Determination Of Rate

At our discretion, we may change the interest rate on your account.

Frequency Of Rate Change

We may change the interest rate on your account at any time.

To Obtain The Annual Percentage Yield Disclosed

You must maintain a minimum collected balance of \$0.01 in the account each day to obtain the disclosed annual percentage yield.

Compounding And Crediting

Interest will be compounded and credited quarterly.

If you close your account before interest is credited, you will receive the accrued interest.

Balance Computation Method

We use the daily balance method to calculate the interest on your account. This method applies to daily periodic rate to the principal in the account each day.

Accrual Of Interest On Noncash Deposits

Transaction Limitations

During any statement cycle you may not make more than six (6) not in person withdrawals or transfers.

Transactions in excess of the above limitations will be subject to a charge of \$5.00 per transaction.

Complimentary Benefits

- Online and Mobile Banking
- Debit Card
- eStatements

YOUTH SAVINGS

Minimum Balance Requirements

You must deposit at least \$25.00 to open this account.

Variable Rate

Your interest rate and annual percentage yield may change.

Determination Of Rate

At our discretion, we may change the interest rate on your account.

Frequency Of Rate Change

We may change the interest rate on your account at any time.

To Obtain The Annual Percentage Yield Disclosed

You must maintain a minimum balance of \$0.01 in the account each day to obtain the disclosed annual percentage yield.

Compounding And Crediting

Interest will be compounded and credited quarterly.

If you close your account before interest is credited, you will receive the accrued interest.

Balance Computation Method

We use the daily balance method to calculate the interest on your account. This method applies to daily periodic rate to the principal in the account each day.

Accrual Of Interest On Noncash Deposits

Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks).

Transaction Limitations

During any statement cycle you may not make more than six (6) not in person withdrawals or transfers.

Transactions in excess of the above limitations will be subject to a charge of \$5.00 per transaction.

63

Complimentary Benefits

- Online and Mobile Banking
- eStatements

PERSONAL MONEY MARKET

Minimum Balance Requirements

You must deposit at least \$2,500.00 to open this account.

To Avoid Imposition Of Fees

A service charge of \$15.00 will be imposed every statement cycle if the Ledger balance in the account falls below \$2,500.00 any day of the statement cycle.

Variable Rate

The interest rate and annual percentage yield for your account depend upon the applicate rate tier. The interest rate and annual percentage yield for these tiers may change.

Determination Of Rate

At our discretion, we may change the interest rate on your account.

Frequency Of Rate Change

We may change the interest rate on your account at any time.

To Obtain The Annual Percentage Yield Disclosed

You must maintain a minimum collected balance of \$2,500.00 in the account each day to obtain the disclosed annual percentage yield.

Compounding And Crediting

Interest will be compounded and credited monthly at the end of the statement cycle.

If you close your account before interest is credited, you will receive the accrued interest.

Balance Computation Method

We use the daily balance method to calculate the interest on your account. This method applies to daily periodic rate to the principal in the account each day.

Accrual Of Interest On Noncash Deposits

Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks).

Transaction Limitations

During any statement cycle you may not make more than six (6) not in person withdrawals or transfers

Transactions in excess of the above limitations will be subject to a charge of \$5.00 per transaction.

Additional Terms

Tiered Account Information:

BALANCE TIERS

- \$0.00 \$2,499.99
- \$2,500.00 \$9,999.99
- \$10,000.00 \$24,999.99
- \$25,000.00 \$99,999.99
- \$100,000.00 \$999.999.99
- \$1,000,000.00 \$2,499,999.99
- \$2,500,000.00 and over

Complimentary Benefits

Online and Mobile Banking View Only

Terms and Conditions Overdraft Addendum

Generally

This Addendum is part of the Terms and Conditions of Your Account. The information in this Addendum 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 an overdraft fee or an NSF fee. Generally, an overdraft occurs when there is not enough money in your account to pay for a transaction, but we pay (or cover) the transaction anyway. An NSF transaction is slightly different. In an NSF transaction, we do not cover the transaction. Instead, the transaction is rejected and the item or requested payment is returned. In either situation, we can charge you a fee.

There are several ways your account can become overdrawn, such as (1) the payment of checks, electronic funds transfers or other withdrawal requests;

(2) payments authorized by you (i.e. signature-based point of sale transactions); (3) the return of unpaid items deposited by you; (4) bank service charges; or (5) the deposit of items which, according to the bank's Funds Availability Policy, are treated as not yet available or finally paid.

<u>Determining Your Available Balance.</u> We use the "available balance" method to determine whether your account is overdrawn, that is, whether there is enough money in your account to pay for a transaction. Importantly, your "available" balance may not be the same as your account's "actual" balance. This means an overdraft or an NSF transaction could occur regardless of your account's actual balance.

Your account's actual balance (sometimes called the ledger balance) only includes transactions that have settled up to that point in time, that is, transactions (deposits and payments) that have posted to your account. The actual balance does not include out-

standing transactions (such as checks that have not yet cleared and electronic transactions that have been authorized but which are still pending). The balance on your periodic statement is the ledger balance for your account as of the statement date.

As the name implies, your available balance is calculated based on the money "available" in your account to make payments. In other words, the available balance takes ACH credit transactions and debit card transactions that have been authorized, but not yet settled, and adds or subtracts them from the actual balance. In addition, when calculating your available balance, any "holds" placed on deposits that have not yet cleared are also subtracted from the actual balance.

For more information on how holds placed on funds in your account can impact your available balance, read the subsection titled "A Temporary Debit Authorization Hold Affects Your Account Balance."

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. 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 available in your account, and we decide not to pay the item or transaction, you agree that we can charge you

an NSF fee for returning the payment. Be aware that such an item or payment may be presented multiple times by the merchant or other payee until it is paid, and that we do not monitor or control the number of times a transaction is presented for payment. You agree that we may charge you an NSF fee each time a payment is presented if the amount of money available in your account is not sufficient to cover the payment, regardless of the number of times the payment is presented.

You agree we may charge you a Return Item Fee for this transaction. In addition, the merchant that presented the item for payment may charge. Be aware that such an item or payment may be presented multiple times and that we do not monitor or control the number of times a transaction is presented for payment. You agree that we may charge you a Return Item Fee each time a payment is presented if the amount of money available in your account is not sufficient to cover the payment, regardless of the number of times the payment is presented.

Payment Types. Some, but not necessarily all, of the ways you can access the funds in your account include debit card transactions, automated clearing house (ACH) transactions, and check transactions. 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" section below.

Balance Information. Keeping track of your balance is important. You can review your balance in a number of ways including reviewing your periodic statement, reviewing your balance online, accessing your account information by phone, or coming into one of our branches.

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 (generally titled, "Your Ability to Withdraw Funds") 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.

We will notify you promptly of any non-sufficient funds items paid or 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 including our Paid Item NSF Fee of \$30 that you owe us is due and payable upon demand. Even if we do not ask you for payment, you must repay us, no later than 30 calendar days after the creation of the overdraft. If there is an overdraft on an account with more than one owner on the signature card, each owner and agent, if applicable, is jointly and severally liable for all fees charged.

A Temporary Debit Authorization Hold Affects Your Account Balance. On debit card purchases, merchants may request a temporary hold on your account for a specified sum of money when the merchant does not know the exact amount of the purchase at the time the card is authorized. The amount of the temporary hold may be more than the actual amount of your purchase. Some common transactions where this occurs involve purchases of gasoline, hotel rooms, or meals at restaurants. When this happens, our processing system cannot determine that the amount of the hold exceeds the actual amount of your purchase. This temporary hold, and the amount charged to your account, will eventually be adjusted to the actual amount of your purchase, but it could be three calendar days, or even longer in some cases, before the adjustment is made. Until the adjustment is made, the amount of funds in your account available for the other transactions will be reduced by the amount of the temporary hold. If one or more transactions are presented for payment in an amount greater than the funds left after the deduction of the temporary hold amount, you will be charged an NSF or overdraft fee or overdraft fee according to our NSF or overdraft fee policy, which may result in one or more overdraft or NSF fee. You will be charged the fee even if you would have had sufficient funds in your account if the amount of the hold had been equal to the amount of your purchase

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. 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. Our policy is:

In the normal course of business, we generally pay electronic transactions first and then checks in low to high dollar order, per the bank's policy. We reserve the right to change the order of payment without notice to you if we suspect fraud or possible illegal activity affecting your account. Also, please be aware that the order we pay your items in may create multiple overdraft items in a single banking day and you will be charged a Paid Items NSF Fee of \$30 for each overdraft item paid. If your account is for consumer use, we will not charge more than \$150 per day in Overdraft Fees. If your ending balance on any day is no more than \$50 overdrawn, you will not be charged any Overdraft (OD) Paid Item Fees for that day. Any item re-presented for payment will be recognized as a new item, and we return it due to non-sufficient funds, you may be charged the Return Item Fee.

Funds Availability Disclosure

This policy statement applies to all deposit accounts.

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

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

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and Bank and/or federal holidays. If you make a deposit during regular business hours, we will consider that the day of your deposit. Business hours vary by location and all items received during posted operating hours, Monday through Friday, will be considered received on the cur-

rent business day. Other items will be considered received on the next business day. Our business days and hours are posted at our branches and are subject to change from time to time at our discretion.

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

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

Longer Delays May Apply

In some cases, we may not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the fifth business day after the day of your deposit. However, the first \$225 of your deposits will be available on the first business day after we receive your deposit.

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

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

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

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,525 on any one day.
- You redeposited a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six (6) months.
- There is an emergency, such as failure of communications or computer equipment.

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

Special Rules For New Accounts

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

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

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

Electronic Fund Transfers

Your Rights and Responsibilities

The Electronic Fund Transfers we are capable of handling for consumers are indicated below, some of which may not apply to your account. Some of these may not be available at all terminals. Please read this disclosure carefully because it tells you your rights and obligations for these transactions. You should keep this notice for future reference.

Types of Transfers, Frequency and Dollar Limitations Prearranged Transfers.

- Preauthorized credits. You may make arrangements for certain direct deposits to be accepted into your *Checking *Savings
- Preauthorized payments. You may make arrangements to pay certain recurring bills from your
 *Checking *Savings

<u>Telephone Transfers.</u> You may access your account(s) by telephone at 1-844-378-7564 using a touch tone phone, your account numbers, and pin number to:

- Transfer funds from checking to savings
- Transfer funds from savings to checking
- Make payments from checking to loan accounts with us
- Make payments from savings to loan accounts with us
- Get checking account(s) information
- Get saving account(s) information
- Place stop payment on checks
- Activate, change PIN or Hotcard your Debit Card

<u>ATM Transfers.</u> You may access your account(s) by ATM using your card and personal identification number to:

- Get cash withdrawals from checking accounts you may withdraw no more than 600.00 per day
- Get cash withdrawals from savings accounts you may withdraw no more than 600.00 per day
- $\bullet\,$ Transfer funds from savings to checking
- Transfer funds from checking to savings
- Get checking account(s) information
- Get saving account(s) information

Point-Of-Sale Transactions.

Using your card: You may access your checking account(s) to purchase goods

*In person, *by phone, *by computer, pay for services *in person, *by phone, *by computer, get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept.

- For signature transactions you may not exceed \$3,000 in authorizations per day
- For Health Savings Accounts you may not exceed \$2,000 in authorizations per day

<u>Computer Transfers.</u> You may access your account(s) by computer by accessing our website at www.stellar.bank and using your ID and password to:

- Transfer funds from checking to savings
- Transfer funds from savings to checking
- Transfer funds from your accounts to another bank
- Transfer funds from another bank to your accounts
- Make payments from checking to loan accounts with us
- Make payments from savings accounts to loan accounts with us
- Make payments from your accounts to pay bills
- Get checking account(s) information
- Get saving account(s) information
- View account statements
- Transfer funds from your accounts to another person(s) accounts
- Transfer funds using Zelle

<u>Mobile Banking Transfers.</u> You may access your account(s) by web-enabled cell phone by Downloading the mobile app and using your: User ID and password to:

- Transfer funds from checking to savings
- Transfer funds from savings to checking
- Transfer funds from your accounts to your accounts at another bank
- Transfer funds from another bank to your accounts

- Make payments from checking to loan accounts with us
- Make payments from savings accounts to loan accounts with us
- Make payments from your accounts to pay bills
- Get checking account(s) information
- Get saving account(s) information
- Transfer funds from your accounts to another person(s) accounts
- Deposit a check with a mobile phone
- Transfer funds using Zelle
- You may be charged access fees by your cell phone provider based on your individual plan. Web access is needed to use this service. Check with your cell phone provider for details on specific fees and charges.

Electronic Fund Transfers Initiated By Third Parties. You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check to an electronic fund transfer or to electronically pay a returned check charae can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third party transfers will require you to provide the third party with your account number and financial institution information. This information can be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your financial institution and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

- Electronic check conversion. You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills. You may:
- Make payments by electronic check from your checking account.
- Electronic returned check charge. You may authorize a merchant or other payee to initiate an electronic fund transfer to collect a charge in the event a check is returned for insufficient funds. You may:
- Make electronic payment of charges for checks returned for insufficient funds from your checking account.

General Limitations

- Transfer or withdrawals from a money market/sav may not exceed more than six (6) transactions per statement cycle.
- Transactions in excess of the above limitations will be subject to an excessive transaction charge of \$5.00 per transaction.

Fees

A complete list of fees associated with electronic transactions can be found on the Service Fee Schedule.

Except as indicated above, we do not charge for Electronic Fund Transfers. $\,$

ATM Operator/Network Fees: When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

Documentation

<u>Terminal Transfers.</u> You can get a receipt at the time you make a transfer to or from your account using a(n)

- a) automated teller machine
- b) point-of-sale terminal.

You may not get a receipt if the amount of the transfer is \$15 or less.

<u>Preauthorized Credits.</u> If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at the telephone number listed below to find out whether or not the deposit has been made.

In addition

- You will get a monthly account statement from us, unless there are no transfers in a particular month. In any case you will get a statement at least quarterly.
- You will get a quarterly statement from us on your savings account if the only possible electronic transfer to or from the account is a preauthorized credit.

Preauthorized Payments

Right to stop payment and procedure for doing so. If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how:

- Call or write us at the telephone number or address listed in this disclosure, in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.
- We charge \$25.00 for each stop payment.

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

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

Financial Institution's Liability

<u>Liability for failure to make transfers.</u> If we do not complete a transfer to or from your account on time or in the correct amount according to your agreement with you, we will be liable for your losses and damages. However, there are some exceptions. We will not be liable, for instance:

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

Confidentiality

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

- 1. where it is necessary for completing transfers; or
- 2. in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- 3. in order to comply with government agency or court orders; or

- 4. if you give us written permission
- a) as explained in the separate Privacy Disclosure.

Unauthorized Transfers

Consumer Liability. Tell us at once if you believe your card and/or code has been lost or stolen, or (if your account can be accessed by check) if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days after you learn of the loss or theft of your card and/or code, you can lose no more than \$50 if someone used your card and/or code without your permission. Also, if you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as \$500. Also, if your statement (or for a prepaid account where no statement is sent, if your electronic history or written history) shows transfers that you did not make, including those made by card, code, or other means, tell us at once. If you do not tell us within 60 days after the statement was transmitted to you (or for a prepaid account where no statement is sent, 60 days after the earlier of the date you electronically access your account, if the error could be viewed in your electronic history. or the date we sent the FIRST written history on which the error appeared), you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

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

Visa® Debit Card. Additional Limits on Liability for Visa Debit Card. Unless you have been negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen Visa card. This additional limit on liability does not apply to ATM transactions outside of the U.S., to ATM transactions not sent over Visa or Plus networks, to anonymous Visa prepaid card transactions, or to transactions using your Personal Identification Number which are not processed by Visa. Visa is a registered trademark of Visa International Service Association.

Contact in event of unauthorized transfer. If you believe your card and/or code has been lost or stolen, call or write us at the telephone number or address listed at the end of this disclosure. You should also call the number or write to the address listed at the end of this disclosure if you believe a transfer has been made using the information from your check without your permission.

Error Resolution Notice

In Case of Errors or Questions About Your Electronic Transfers, Call or Write us at the telephone number or address listed below, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement

or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

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

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

We will determine whether an error occurred within 10 business days (5 business days involving a Visa*point-of-sale transaction, other than an anonymous Visa prepaid card transaction, processed by Visa or 20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (5 business days involving a Visa point-of-sale transaction, other than an anonymous Visa prepaid card transaction, processed by Visa or 20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. An account is considered a new account for 30 days after the first deposit is made, if you are a new customer

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

Stellar Bank

9 Greenway Plaza, Site 110 Houston TX 77046

louston IX //U4

866-552-6668

Monday – Friday

Excluding Federal Holidays

Additional Information

<u>Visa Account Updater (VAU)</u> allows us to send a secure update of card information to participating "Card on file" merchants for recurring payments. The benefits are you would no longer have to update your card information with participating merchants when you receive a new card due to expiration or when cards are reissued due to fraud. Your account is automatically enrolled for this service. You may opt "OUT" at any time by contacting the bank at 1-866-552-6668.

Schedule of Fees Effective February 21, 2023

Charitable donations	\$1.99
Electronic rush payment	\$6.95
Expedited payments by check (overnight)	\$34.95
Expedited payments by check (2nd day)	\$29.95
Gift payments	\$2.99
Cash deposit handling fee (after first 11,000 per day)	\$2.00/\$1,000
Cashier's check fee	\$10.00
Charge Off Collection Fee	\$25.00
Collection items	\$20.00
Foreign Currency Order Fee	\$30.00
Government and legal actions (plus attorney fees)	\$100.00
Interim statement fee	\$5.00
Night deposit - replacement key	\$5.00

Schedule of Fees Effective February 21, 2023 (continued)

Non-Check21 compliant check (per check)	\$1.00
Notary public services (complimentary for customers)	Standard fees
Paid Item NSF Fee ²	\$30.00
Return Item Fee ³	\$30.00
Phone/In-person transfer	\$3.00
Research – hourly charge	\$30.00
Research - photocopies (per page)	\$3.00
Research - CD	\$25.00
Chargeback or re-deposited items	\$10.00
Safe deposit boxes - lock replacement or forced entry	\$200.00
Safe deposit boxes - lost key replacement	\$20.00
Safe deposit boxes - various sizes (annual rental) 1	\$15.00-\$275.00
Special handling of returned deposited items (per month)	\$25.00
Stop payment charge ⁴	\$25.00
Wire transfer fee – incoming	\$12.00
Wire transfer fee - outgoing	\$25.00
Wire transfer fee – international	\$50.00
Wire transfer special services fee (per wire)	\$3.00
Book Wire Fee	\$5.00

¹ Automatic debit preferred from Stellar Bank, checking or savings account. | ² Any item re-presented for payment will be recognized as a new item, and may be assessed a Paid Item NSF Fee if the item is paid against an insufficient Available Balance. | ³ Any item re-presented for payment will be recognized as a new item, and we return it due to non-sufficient funds, you may be charged the Return Item Fee. | ⁴ You may be charged a fee every time you request a Stop Payment Order, and for each Stop Payment Order renewal you make.

Safe Deposit Box Fees

SAFE DEPOSIT BOX SIZE	ANNUAL FEE
2x5	\$25.00
2.5 x 5	\$25.00
3×5	\$25.00
4 x 5	\$40.00
5 x 5	\$50.00
2 x 10	\$35.00
3 x10	\$40.00
4 x 10	\$50.00
5 x 10	\$60.00
6 x 10	\$75.00
8 x 10	\$90.00
9 x 10	\$90.00
10 x 10	\$100.00
15 x 10	\$125.00
12 x 15	\$175.00
26 x 15	\$275.00

Safe Deposit Box Lease

Terms and Conditions

<u>Definitions.</u> You and your refer to each and all of the lessees identified in this lease. We, us, and our refer to the lessor identified in this lease. Safe deposit box refers to a box or container and the space it encloses. Vault refers to our room for keeping safe deposit boxes. PIN refers to personal identification number. Default refers to any failure to perform as agreed in this lease. Lease indebtedness refers to any amounts due us from you under this lease. Unless otherwise specified, words in the singular include the plural, and words in the plural include the singular.

Lease of Safe Deposit Box. We are leasing to you the safe deposit box identified in this lease and space for it in our vault. You will pay us rent in advance. The initial rent is stated in this lease.

We can change the rent by 30 days advance written notice to you. If the rent or any other lease indebtedness is not timely paid, or if there are insufficient funds in any account you have authorized to be debited, you are in default and we can, but are not required to, debit any of your other deposit or share accounts with us without notice to you.

Security Deposit. At the time of execution of this lease you will deliver to us the security deposit, if any, stated in this lease. We can use this security deposit to pay all or part of any unpaid lease indebtedness. Any unused portion of this security deposit will be returned to you on the termination of this lease and your vacation of the safe deposit box.

Access to Vault and Safe Deposit Box. The number of lessees required for access indicated in this lease is the number of lessees, acting for themselves or through deputies, who must be present for access to the safe deposit box and its contents. If this number of lessees is present, they can have access without any other lessees being present. The days and times when you will have access to our vault and the safe deposit box and your means of access will depend upon our security procedures, which we can change from time to time. Such procedures can include keys or combinations to the vault or to the safe deposit box, passwords, PINs, signatures, fingerprints, handprints, or other safeguards. We will promptly provide you with information and guidance regarding our security procedures, including any changes. We will not have access to the safe deposit box or its contents, except as required by law, as required by court or administrative order, or as otherwise provided in this lease.

<u>Our Responsibilities.</u> We promise to exercise reasonable care. Except as otherwise required by law or otherwise provided in this lease, it is agreed that we will not have possession or control of the safe deposit box or its contents and that our responsibilities and liabilities:

- Will be limited to those of someone who leases property to another;
- Will not extend beyond the exercise of reasonable care;
- Will not result in any presumptions adverse to us or in our having the burdens of proof, persuasion, or coming forth with evidence at any stage of any litigation regarding the vault, the safe deposit box, the safe deposit box contents, or their loss, damage, or destruction; and
- Will not extend beyond the monetary value of the safe deposit box contents and will not include any damages for, resulting from, or relating to any illegal or dangerous items stored in the safe deposit box.

In no event will our liability exceed any applicable statutory maximum.

<u>Joint Tenants</u>. If two or more of you sign this lease, you are joint tenants with right of survivorship with respect to the lease and the safe deposit box. If any of you die, the surviving lessees and only the surviving lessees will continue to have rights under the lease and to the safe deposit box. If there are two or more survivors, their rights under the lease and to the safe deposit box will be held in joint tenancy with right of survivorship. Nothing in this paragraph, however, will determine or affect the ownership of the contents of the safe deposit box or preclude any statutory right of access to the safe deposit box upon the death of a lessee.

<u>Deputies.</u> A deputy is an agent, attorney-in-fact, or other representative of the appointing lessee with authority to act on behalf of the lessee with respect to the lease, the safe deposit box, and its contents. The number of deputies required to act for a lessee (including being present on behalf of the lessee for access to the safe deposit box and its contents) is as indicated in this lease. Unless otherwise required by law:

- Whether a deputy's authority will or will not survive the disability or incapacity of the appointing lessee will depend upon the intention indicated in this lease or in another document of appointment, there will be no disability or incapacity prior to a court determination to that effect, and a deputy's authority will continue in any event until we receive actual notice of the disability or incapacity;
- A deputy's authority will continue until it ceases under law or under the terms of this lease:
- A deputy's authority will cease upon the death of, or the qualification of a permanent guardian of the estate of, the appointing lessee and our receipt of actual notice thereof;
- If a deputy is the spouse of the appointing lessee, the deputy's authority will cease upon their divorce or the annulment of their marriage and our receipt of actual notice thereof:
- A deputy's authority will cease if the corporation, partnership, or other non-individual appointing lessee ceases to exist and we receive actual notice thereof;
- A deputy's authority can be revoked at any time by the appointing lessee's written notice to us; and
- Any of you can appoint a deputy by written notice to us in any form, but such notice will not be effective unless it

is signed by the appointing lessee, specifically references this lease, indicates whether or not the appointment is intended as a power of attorney with authority surviving the disability or incapacity of the appointing lessee and is acknowledged by the appointing lessee if the appointing lessee is an individual, and includes or is accompanied by the signature of the deputy accepting the appointment and confirming this lease.

Corporations, Partnerships, Associations, Organizations. If you are a corporation, partnership, association, or other organization, you will at our request provide us with a statement in a form satisfactory to us of your board of directors or other governing body indicating authority to enter into this lease and to appoint deputies.

<u>Contents Not Insured.</u> The contents of the safe deposit box are not insured by us or any government insurance program. Our not insuring the contents does not constitute a failure to exercise reasonable care. If you want the contents to be insured, you will have to arrange for your own insurance at your own expense.

<u>No Illegal or Dangerous Items.</u> You will not store any illegal or dangerous items in the safe deposit box.

Your Obligation of Reasonable Care. You must exercise reasonable care regarding our vault, our security procedures, the safe deposit box, and its contents, and must promptly report to us any problems or unsafe or insecure conditions that you observe in using the safe deposit box.

<u>Death, Incapacity, Dissolution, or Bankruptey.</u> Each of you agrees to give us notice in writing of the death, disability, or incapacity of, or any dissolution, separation, annulment, or bankruptcy proceedings regarding, any of you as soon as such knowledge is obtained. You also agree to give us such notice orally before your next entry into the safe deposit box.

Keys, Combinations, and Other Access Devices. You agree not to duplicate any keys provided to you pursuant to this lease. You will return all keys and supply us with all combinations, passwords, PINs, and other access devices on termination of this lease. You will notify us immediately if you lose a key or lose or forget your combination, password, PIN, or other access device. You will pay us any reasonable costs that we incur as a result of such loss or forgetfulness; as a result of your failure to provide us with such keys, combinations, passwords, PINs, or other access devices on termination of this lease; as a result of our being required by law or court or administrative order to obtain forced entry; or as a result of our obtaining forced entry pursuant to the Remedies section of this lease.

Court Orders and Litigation Expenses. We have no obligation to challenge the validity of, and are entitled to comply with, any court or administrative order with respect to the safe deposit box or its contents. You will pay our reasonable expenses, including attorneys' fees, in the event we become involved in a dispute or litigation concerning the safe deposit box or its contents.

<u>Hold Harmless.</u> You will indemnify and hold us harmless with respect to your actions regarding the safe deposit box and its contents; with respect to the actions of any deputy; with respect to the actions of any former deputy occurring before we receive actual notice of the facts ending the former deputy's authority; and with respect to any disposition of safe deposit box contents we make pursuant to this lease or the requirements of law.

Termination, Vacation, and Removal of Contents. Unless otherwise provided by law:

Either you (or any of you) or we can terminate the lease for any reason by 90 days advance written notice.

Any of you can sign the Termination Acknowledgement section of this lease on behalf of all of you. If we terminate the lease for any reason other than default, you will be entitled to a refund of any unearned portion of the rent paid in advance not used to satisfy any other lease indebtedness. You will not be entitled to a refund of rent for any other reason.

Remedies. We are entitled to all remedies for default that are available under law and to the extent permitted by law to the remedies of a safe deposit company or credit union (even if we aren't a safe deposit company or credit union) under Texas Finance Code sections 59.104, 59.109, 125.510, and 125.511, which can be summarized in part as follows:

We may not terminate this lease unless we have delivered or sent to you a notice not later than 90 days before the date of the termination and we provide you an opportunity to retrieve the contents during normal business hours throughout the duration of the notice period OR the payment for the rental is delinquent for at least six months and you fail to pay the rent due following a 60-day notice (61-day notice, if we are a credit union) being delivered or sent to you. We shall provide the written notice to you, to your most recent address, according to our records, stating that we will remove the contents of the safe deposit box if the delinquent rent is not paid or, if the rental agreement is otherwise terminated, the contents are not retrieved before the date specified in the notice. We will inventory the contents in detail as provided by the comptroller's reporting instructions and place the contents in a sealed envelope or container bearing your name. We will have a lien on the contents for the rent and the costs of the opening (and the damage to the safe deposit box if we are a credit union). We can (will, if we are a credit union) retain possession of the contents not later than two years from the date of the opening of the box plus a reasonable period to dispose of the contents of the box. If the rent and cost of the opening are not paid before the second anniversary of the date the safe deposit box was opened, or if the rental agreement is being terminated for a reason other than delinquent payment, and you have failed to retrieve the contents in a reasonable period after notice of the termination has been sent or delivered, we can sell all or part of the contents at public auction in the manner and with the notice prescribed by section 51.002, Property Code, for the sale of real property under a deed of trust. Any unsold contents and any excess proceeds will be remitted to the comptroller as provided by Chapters 72-75 (74 if we are a credit union), Property Code.

We can report your defaults to credit bureaus and consumer reporting agencies.

<u>Suspension.</u> We can suspend access to our vault and your safe deposit box in the event of an emergency or to make alterations or repairs. Unless otherwise provided by law, we also can suspend such access in the event of legal issues, levies, attachments, garnishments, actions, or proceedings concerning the safe deposit box or its contents pending their resolution.

<u>Notices.</u> Except as otherwise provided by law, notices to us will not be effective until actually received, and notices to you will be effective on mailing, postage prepaid and properly addressed, whether or not actually received, provided we make a written record of the mailing at the time it occurs.

<u>Changes.</u> These Terms and Conditions, other than the right to terminate on 90 days advance written notice and your above stated right to a refund upon termination by us, can be changed by us upon 30 days advance written notice to you. No notice to you is required for changes to our security procedures, but we will provide you with information and guidance regarding them as indicated above.

<u>Miscellaneous</u>. This lease is governed by and subject to the laws of the United States and Texas. Headings are not part of these Terms and Conditions and are for reference purposes only. This lease is the entire and only agreement between you and us concerning the safe deposit box.

Other Terms/Information. Access is not allowed to past due boxes until rent is paid.

Notice of ATM/Night Deposit Facility User Precautions

As with all financial transactions, please exercise discretion when using an ATM or night deposit facility. For your own safety, be careful. The following suggestions may be helpful.

- Prepare for your transactions at home (for instance, by filling out a deposit slip) to minimize your time at the ATM or night deposit facility.
- Mark each transaction in your account record, but not while at the ATM or night deposit facility. Always save your ATM receipts. Don't leave them at the ATM or night deposit facility because they may contain important account information.
- 3. Compare your records with the account statements you receive.
- 4. Don't lend your ATM card to anyone.
- 5. Remember, do not leave your card at the ATM. Do not leave any documents at a night deposit facility.
- 6. Protect the secrecy of your Personal Identification Number (PIN). Protect your ATM card as though it were cash. Don't tell anyone your PIN. Don't give anyone information regarding your ATM card or PIN over the telephone. Never enter your PIN in any ATM that does not look genuine, has been modified, has a suspicious device attached, or is operating in a suspicious manner. Don't write your PIN where it can be discovered. For example, don't keep a note of your PIN in your wallet or purse.
- Prevent others from seeing you enter your PIN by using your body to shield their view.
- 8. If you lose your ATM card or if it is stolen, promptly notify us. You should consult the other disclosures you have received about electronic fund transfers for additional information about what to do if your card is lost or stolen.
- 9. When you make a transaction, be aware of your surroundings. Look out for suspicious activity near the ATM or night deposit facility, particularly if it is after sunset. At night, be sure that the facility (including the parking area and walkways) is well lighted. Consider having someone accompany you when you use the facility, especially after sunset. If you observe any problem, go to another ATM or night deposit facility.
- Don't accept assistance from anyone you don't know when using an ATM or night deposit facility.

- 11. If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, pocket your card and leave. You might consider using another ATM or coming back later.
- 12. Don't display your cash; pocket it as soon as the ATM transaction is completed and count the cash later when you are in the safety of your own car, home, or other secure surrounding.
- 13. At a drive-up facility, make sure all the car doors are locked and all of the windows are rolled up, except the driver's window. Keep the engine running and remain alert to your surroundings.
- 14. We want the ATM and night deposit facility to be safe and convenient for you. Therefore, please tell us if you know of any problem with a facility. For instance, let us know if a light is not working or there is any damage to a facility. Please report any suspicious activity or crimes to both the operator of the facility and the local law enforcement officials immediately.

THIS PAGE INTENTIONALLY LEFT BLANK







NMLS# 451312