



RAISING STANDARDS TOGETHER

INDEPENDENT BANK

ACCOUNT DISCLOSURE AND TERMS & CONDITIONS

Rates effective as of April 9, 2019

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Personal Accounts

Formerly Guaranty Free Checking, Employee Benefit Banking, Student Checking, Basic Checking, Senior Basic

FREE CHECKING

A minimum deposit of \$25 is required to open this account.

Deposit limitations - You may make an unlimited number of deposits into your account.

Additional terms - You will not get your check images in your statement. No monthly service charge.

FREE REWARDS CHECKING

A minimum deposit of \$100 is required to open this account.

Rate Information* - At our discretion, we may change the interest rates for this account.

- Tier 1 - An interest rate of 0.15% will be paid only for that portion of your daily balance that is \$10,001 or more. The annual percentage yield (APY) for this tier is 0.15%.
- Tier 2 - An interest rate of 1.49% will be paid on the entire portion of your daily balance that is less than \$10,001. The annual percentage yield (APY) for this tier is 1.50%.

Compounding frequency - Interest will be compounded monthly.

Crediting frequency - Interest will be credited into this account monthly.

Effect of closing an account - If you close your account before interest is paid, you will not receive the accrued interest.

Daily balance computation method - Interest is calculated by the daily balance method which applies a daily periodic rate to the principal in the account each day.

Accrual of interest on noncash deposits - Interest will begin to accrue on the business day you deposit noncash items (for example, checks) into your account.

Deposit limitations - You may make an unlimited number of deposits into your account.

Additional terms - The following additional terms apply to this account: This account features automatic refunds for all ATM fees nationwide, up to a maximum of \$20 per statement cycle.

Minimum account requirements each qualification cycle (after the initial qualification cycle):

- Twelve (12) Debit Card Purchase Transactions
- One (1) ACH Direct Deposit or ACH Automatic Debit
- Receive eStatements

All transactions must post and clear your account by the qualification cut-off date. "Qualification cycle" means a period beginning one day prior to the current statement cycle through one day prior to the close of the current statement cycle.

If requirements are not met in any qualification cycle, ATM fee refunds will be forfeited for that cycle and interest will be paid at the standard rate, currently 0.01% / 0.01% APY.

LEGACY REWARDS CHECKING

Formerly Rewards Checking, Guaranty Rewards Checking

A minimum deposit of \$50 is required to open this account.

Rate Information - At our discretion, we may change the interest rates for this account.

- Tier 1 - If the daily balance is less than \$25,000, the interest rate paid on that portion of the balance will be 0.50%. The annual percentage yield for this tier will be 0.50%.
- Tier 2 - If the daily balance is \$25,000 or more, the interest rate paid on that portion of the balance will be 0.25%. The annual percentage yield for this tier will range from 0.50% to 0.25%.

Compounding frequency - Interest will be compounded monthly.

Crediting frequency - Interest will be credited into this account monthly.

Effect of closing an account - If you close your account before interest is paid, you will not receive the accrued interest.

Daily Balance Computation Method - Interest is calculated by the daily balance method which applies a daily periodic rate to the principal in the account each day.

Accrual of interest on noncash deposits - Interest will begin to accrue on the business day you deposit noncash items (for example, checks) into your account.

*The interest rate(s) and annual percentage yield(s) are accurate as of April 9, 2019. If you would like more current rate and yield information, please call us at 877.609.5500. The interest rates and annual percentage yields may change at any time.

Limitations - Bonus rates and refunded ATM fees nationwide are awarded each month the Minimum Account Requirements are met during the Monthly Qualification Cycle.

Minimum account requirements each qualification cycle (after the initial qualification cycle):

- Ten (10) Debit Card Purchase Transactions
- One (1) ACH Direct Deposit or ACH Automatic Debit
- Receive eStatements

ATM transactions, Online Banking Bill Pay transactions, or other forms of electronic transfers do not count towards Debit Card purchases, ACH Direct Deposit or ACH Automatic Withdrawal. The "Monthly Qualification Cycle" is your monthly statement cycle.

If these Minimum Account Requirements are not met during the Monthly Qualification Cycle, your account will earn the Base Rate of 0.05% APY on the entire balance and you will not receive reimbursement for any nationwide ATM fees during the Monthly Qualification Cycle.

PERSONAL CHECKING

Formerly Premier Checking

A minimum deposit of \$100 is required to open this account.

Minimum balance to avoid a fee - If your balance falls below \$500 on any day in the statement cycle, your account will be subject to a \$10 service charge for that statement cycle.

Deposit limitations - You may make an unlimited number of deposits into your account.

INTROCHECKING

A minimum deposit of \$25 is required to open this account.

A service charge of \$4.95 will be imposed every statement cycle.

Deposit limitations - You may make an unlimited number of deposits into your account.

Additional terms - Checks (paper or electronic) will not be paid on this account. Use caution when providing account information to merchants to ensure they do not convert your payment to a paper or electronic check. Bounce Protection is not available. Any item(s) presented on this account that would cause it to become overdrawn will be returned unpaid. You may be charged a fee by a merchant should this happen. Do not purchase checks for this account.

NOW CHECKING

Formerly Preferred Interest Checking, Premier Checking with Interest, Direct Free Interest Checking, Elite Checking

Rate Information* - At our discretion, we may change the interest rates for this account.

- Tier 1 - If your daily balance is less than \$1,499.99, the interest rate paid on the entire balance in your account will be 0.05% with an annual percentage yield (APY) of 0.05%.
- Tier 2 - If your daily balance is \$1,500 or more, the interest rate paid on the entire balance in your account will be 0.10% with an annual percentage yield (APY) of 0.10%.

A minimum deposit of \$50 is required to open this account.

Compounding frequency - Interest will be compounded monthly.

Crediting frequency - Interest will be credited into this account monthly.

Effect of closing an account - If you close your account before interest is paid, you will not receive the accrued interest.

Daily balance computation method - Interest is calculated by the daily balance method which applies a daily periodic rate to the principal in the account each day.

Accrual of interest on noncash deposits - Interest will begin to accrue on the business day you deposit noncash items (for example, checks) into your account.

Minimum balance to obtain the disclosed annual percentage yield - You must maintain a minimum daily balance of \$500 in your account each day to obtain the disclosed annual percentage yield.

Minimum balance - If your balance falls below \$1,500 on any day in the statement cycle, your account will be subject to a \$8 service charge for that statement cycle.

Deposit limitations - You may make an unlimited number of deposits into your account.

PLATINUM CHECKING

Formerly Guaranty 50 Club Preferred, G50 Club Account, Senior Premier, 50 & Better Free Interest

Rate Information* - At our discretion, we may change the interest rate for this account. The interest rate on this account is 0.05% with an annual percentage yield (APY) of 0.05%.

A minimum deposit of \$50 is required to open this account.

*The interest rate(s) and annual percentage yield(s) are accurate as of April 9, 2019. If you would like more current rate and yield information, please call us at 877.609.5500. The interest rates and annual percentage yields may change at any time.

Compounding frequency - Interest will be compounded monthly.

Crediting frequency - Interest will be credited into this account monthly.

Effect of closing an account - If you close your account before interest is paid, you will not receive the accrued interest.

Daily balance computation method - Interest is calculated by the daily balance method which applies a daily periodic rate to the principal in the account each day.

Accrual of interest on noncash deposits - Interest will begin to accrue on the business day you deposit noncash items (for example, checks) into your account.

Deposit limitations - You may make an unlimited number of deposits into your account.

Extra benefits: Free small safe deposit box, free cashier's checks, free Platinum checks.

MONEY MARKET

Formerly Money Market

Rate Information* - At our discretion, we may change the interest rates for this account.

- Tier 1 - If your daily balance is less than \$25,000, the interest rate paid on the entire balance in your account will be 0.15% with an annual percentage yield (APY) of 0.15%.
- Tier 2 - If your daily balance is \$25,000 or more, but less than or equal to \$99,999.99, the interest rate paid on the entire balance in your account will be 0.15% with an annual percentage yield (APY) of 0.15%.
- Tier 3 - If your daily balance is \$100,000 or more, but less than or equal to \$249,999.99, the interest rate paid on the entire balance in your account will be 0.25% with an annual percentage yield (APY) of 0.25%.
- Tier 4 - If your daily balance is \$250,000 or more, but less than or equal to \$499,999.99, the interest rate paid on the entire balance in your account will be 0.35% with an annual percentage yield (APY) of 0.35%.
- Tier 5 - If your daily balance is \$500,000 or more, the interest rate paid on the entire balance in your account will be 0.35% with an annual percentage yield of (APY) of 0.35%.

A minimum deposit of \$2,500 is required to open this account.

Compounding frequency - Interest will be compounded monthly.

Crediting frequency - Interest will be credited into this account monthly.

Effect of closing an account - If you close your account before interest is paid, you will not receive the accrued interest.

Daily balance computation method - Interest is calculated by the daily balance method which applies a daily periodic rate to the principal in the account each day.

Accrual of interest on noncash deposits - Interest will begin to accrue on the business day you deposit noncash items (for example, checks) into your account.

Minimum balance - If your balance falls below \$2,500 on any day in the statement cycle, your account will be subject to a \$10 service charge for that statement cycle.

Deposit limitations - You may make an unlimited number of deposits into your account.

Limitations on frequency of transfers - During any statement cycle you may not make more than six withdrawals or transfers to another account of yours or to a third party by means of a preauthorized or automatic transfer, telephone order or instruction, computer transfer, check, draft, debit card (if applicable) or similar order to a third party. If you exceed the transaction limitations set forth above in any statement cycle your account will be subject to closure by the financial institution.

Fees and charges - The following fees and charges apply to this account:

- Excessive Activity: A fee of \$10 will be charged for each debit exceeding six transactions during the statement cycle.

INDEX FUND

Formerly Cash Sweep

Rate Information* - At our discretion, we may change the interest rates for this account.

- Tier 1 - If your daily balance is \$100,000 or more, the interest rate paid on the entire balance in your account will be 0.30% with an annual percentage yield (APY) of 0.30%.
- Tier 2 - If your daily balance is \$50,000 or more, but less than or equal to \$99,999.99, the interest rate paid on the entire balance in your account will be 0.25% with an annual percentage yield (APY) of 0.25%.
- Tier 3 - If your daily balance is \$25,000 or more, but less than or equal to \$49,999.99, the interest rate paid on the entire balance in your account will be 0.20% with an annual percentage yield (APY) of 0.20%.
- Tier 4 - If your daily balance is less than \$25,000, the interest rate paid on the entire balance in your account will be 0.10% with an annual percentage yield (APY) of 0.10%.

A minimum deposit of \$25,000 is required to open this account.

Compounding frequency - Interest will be compounded monthly.

Crediting frequency - Interest will be credited into this account monthly.

Effect of closing an account - If you close your account before interest is paid, you will not receive the accrued interest.

*The interest rate(s) and annual percentage yield(s) are accurate as of April 9, 2019. If you would like more current rate and yield information, please call us at 877.609.5500. The interest rates and annual percentage yields may change at any time.

Daily balance computation method – Interest is calculated by the daily balance method which applies a daily periodic rate to the principal in the account each day.

Accrual of interest on noncash deposits – Interest will begin to accrue on the business day you deposit noncash items (for example, checks) into your account.

Minimum balance to avoid a fee – If your balance falls below \$10,000 on any day in the statement cycle, your account will be subject to a \$15 service charge for that statement cycle.

Deposit limitations – You may make an unlimited number of deposits into your account.

Limitations on frequency of transfers – During any statement cycle you may not make more than six withdrawals or transfers to another account of yours or to a third party by means of a preauthorized or automatic transfer, telephone order, check, draft, debit card (if applicable) or similar order. If you exceed the transfer limitations set forth above in any statement cycle your account will be subject to closure by the financial institution.

Fees and charges – The following fees and charges apply to this account:

- Excessive Activity: A fee of \$10 will be charged for each debit exceeding six transactions during the statement cycle.

HIGH-YIELD INDEX FUND

Rate Information* – At our discretion, we may change the interest rates for this account.

- Tier 1 – If your daily balance is \$5,000,000 or more, the interest rate paid on the entire balance in your account will be 1.75% with an annual percentage yield (APY) of 1.76%.
- Tier 2 – If your daily balance is \$1,000,000 or more, but less than or equal to \$4,999,999.99, the interest rate paid on the entire balance in your account will be 1.50% with an annual percentage yield (APY) of 1.51%.
- Tier 3 – If your daily balance is \$250,000 or more, but less than or equal to \$999,999.99, the interest rate paid on the entire balance in your account will be 1.30% with an annual percentage yield (APY) of 1.31%.
- Tier 4 – If your daily balance is less than \$250,000, the interest rate paid on the entire balance in your account will be 0.50% with an annual percentage yield (APY) of 0.50%.

A minimum deposit of \$25,000 is required to open this account.

Compounding frequency – Interest will be compounded monthly.

Crediting frequency – Interest will be credited into this account monthly.

Effect of closing an account – If you close your account before interest is paid, you will not receive the accrued interest.

Daily balance computation method – Interest is calculated by the daily balance method which applies a daily periodic rate to the principal in the account each day.

Accrual of interest on noncash deposits – Interest will begin to accrue on the business day you deposit noncash items (for example, checks) into your account.

Minimum balance – If your balance falls below \$25,000 on any day in the statement cycle, your account will be subject to a \$15 service charge for that statement cycle.

Deposit limitations – You may make an unlimited number of deposits into your account.

Limitations on frequency of transfers – During any statement cycle you may not make more than six withdrawals or transfers to another account of yours or to a third party by means of a preauthorized or automatic transfer, telephone order or instruction, computer transfer, check, draft, debit card (if applicable) or similar order to a third party. If you exceed the transaction limitations set forth above in any statement cycle your account will be subject to closure by the financial institution.

Fees and charges – The following fees and charges apply to this account:

- Excessive Activity: A fee of \$10 will be charged for each debit exceeding six transactions during the statement cycle.

*The interest rate(s) and annual percentage yield(s) are accurate as of April 9, 2019. If you would like more current rate and yield information, please call us at 877.609.5500. The interest rates and annual percentage yields may change at any time.



Business Accounts

BUSINESS CHECKING

Formerly Business Checking, Guaranty Select Business Checking

Rate Information* - At our discretion, we may change the interest rates for this account.

- Tier 1 - If your daily balance is \$25,000 or more, but less than or equal to \$100,000, the interest rate paid on the entire balance in your account will be 0.05% with an annual percentage yield (APY) of 0.05%.
- Tier 2 - If your daily balance is greater than \$100,000, the interest rate paid on the entire balance in your account will be 0.10% with an annual percentage yield (APY) of 0.10%.

A minimum deposit of \$50 is required to open this account.

Compounding frequency - Interest will be compounded monthly.

Crediting frequency - Interest will be credited into this account monthly.

Effect of closing an account - If you close your account before interest is paid, you will not receive the accrued interest.

Daily balance computation method - Interest is calculated by the daily balance method which applies a daily periodic rate to the principal in the account each day.

Accrual of interest on noncash deposits - Interest will begin to accrue on the business day you deposit noncash items (for example, checks) into your account.

Minimum balance to obtain the disclosed annual percentage yield - You must maintain a minimum daily balance of \$25,000 in your account each day to obtain the disclosed annual percentage yield.

Minimum balance - If your balance falls below \$10,000 on any day in the statement cycle, your account will be subject to a \$10 service charge for that statement cycle.

Deposit limitations - You may make an unlimited number of deposits into your account.

Fees and charges - The following fees and charges apply to this account:

- Per Item Fee: A per item fee of \$0.40 will be charged for each transaction (withdrawal, check paid, deposited item, automatic transfer for payment out of this account) in excess of 250 during a statement cycle.

Formerly Free Business Checking, Guaranty Free Business Checking, Free Basic Business Checking, Non-Profit Checking, Non-Profit Free Checking, Public Funds Checking, Guaranty Non-Profit Checking, Business Construction Loan DDA, Basic Business Checking

BASIC SMALL BUSINESS CHECKING

A minimum deposit of \$50 is required to open this account.

Deposit limitations - You may make an unlimited number of deposits into your account.

Fees and charges - The following fees and charges apply to this account:

- Per Item Fee: A per item fee of \$0.25 will be charged for each transaction (withdrawal, check paid, deposited item, automatic transfer for payment out of this account) in excess of 150 during a statement cycle.

Formerly Select Business Checking, Basic Business Checking with Interest, Public Funds Interest Checking, Non-Profit Interest Checking

NOW CHECKING

Rate Information* - At our discretion, we may change the interest rates for this account.

- Tier 1 - If your daily balance is less than \$1,499.99, the interest rate paid on the entire balance in your account will be 0.05% with an annual percentage yield (APY) of 0.05%.
- Tier 2 - If your daily balance is \$1,500 or more, the interest rate paid on the entire balance in your account will be 0.10% with an annual percentage yield (APY) of 0.10%.

A minimum deposit of \$50 is required to open this account.

Compounding frequency - Interest will be compounded monthly.

Crediting frequency - Interest will be credited into this account monthly.

Effect of closing an account - If you close your account before interest is paid, you will not receive the accrued interest.

Daily balance computation method - Interest is calculated by the daily balance method which applies a daily periodic rate to the principal in the account each day.

Accrual of interest on noncash deposits - Interest will begin to accrue on the business day you deposit noncash items (for example, checks) into your account.

*The interest rate(s) and annual percentage yield(s) are accurate as of April 9, 2019. If you would like more current rate and yield information, please call us at 877.609.5500. The interest rates and annual percentage yields may change at any time.

Minimum balance to obtain the disclosed annual percentage yield - You must maintain a minimum daily balance of \$500 in your account each day to obtain the disclosed annual percentage yield.

Minimum balance - If your balance falls below \$1,500 on any day in the statement cycle, your account will be subject to a \$8 service charge for that statement cycle.

Deposit limitations - You may make an unlimited number of deposits into your account.

COLTAF CHECKING

Formerly COLTAF Account

Colorado COLTAF Rate Information* - The interest rate on this account is 0.10%.

A minimum deposit of \$1,500 is required to open this account.

Compounding frequency - Interest will be compounded monthly.

Crediting frequency - Interest will be credited into this account monthly.

Daily balance computation method - Interest is calculated by the daily balance method which applies a daily periodic rate to the principal in the account each day.

Accrual of interest on noncash deposits - Interest will begin to accrue on the business day you deposit noncash items (for example, checks) into your account.

Deposit limitations - You may make an unlimited number of deposits into your account.

COMMERCIAL AA CHECKING

**Formerly Business Checking with Analysis,
Premier Business Checking, Analyzed Business Cash Sweep**

A minimum deposit of \$500 is required to open this account.

Credit against fees - This account features an earnings credit which is applied to reduce or eliminate fees on the account. If the earnings credit exceeds the fees for any period, you will be assessed no fees but you will not be paid, carry forward, or otherwise receive credit for any excess earnings credit.

The earnings credit will be calculated by applying the periodic earnings credit rate to the average daily collected balance in the account for the period less the 10% reserve requirement. The current earnings credit rate for this account is based on Fed Funds and T-Bill Rates. At any time and at our discretion, the periodic earnings credit rate may change. A negative funds rate will be applied to the account for use of uncollected funds. When setting this rate, we will consider things such as prime rate and other market indexes. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing by the number of days in the period. The period we use is the monthly statement cycle.

You do not need to maintain any minimum average daily balance during the monthly statement cycle in order to receive the credit.

Earnings credit begins to accrue on the business day you deposit noncash items (for example, checks).

Deposit limitations - You may make an unlimited number of deposits into your account.

Fees and Charges - Current pricing and fees will remain the same.

MONEY MARKET

Formerly Business MMDA

Rate Information* - At our discretion, we may change the interest rates for this account.

- Tier 1 - If your daily balance is less than \$25,000, the interest rate paid on the entire balance in your account will be 0.15% with an annual percentage yield (APY) of 0.15%.
- Tier 2 - If your daily balance is \$25,000 or more, but less than or equal to \$99,999.99, the interest rate paid on the entire balance in your account will be 0.15% with an annual percentage yield (APY) of 0.15%.
- Tier 3 - If your daily balance is \$100,000 or more, but less than or equal to \$249,999.99, the interest rate paid on the entire balance in your account will be 0.25% with an annual percentage yield (APY) of 0.25%.
- Tier 4 - If your daily balance is \$250,000 or more, but less than or equal to \$499,999.99, the interest rate paid on the entire balance in your account will be 0.35% with an annual percentage yield (APY) of 0.35%.
- Tier 5 - If your daily balance is \$500,000 or more, the interest rate paid on the entire balance in your account will be 0.35% with an annual percentage yield (APY) of 0.35%.

A minimum deposit of \$2,500 is required to open this account.

Compounding frequency - Interest will be compounded monthly.

Crediting frequency - Interest will be credited into this account monthly.

Effect of closing an account - If you close your account before interest is paid, you will not receive the accrued interest.

Daily balance computation method - Interest is calculated by the daily balance method which applies a daily periodic rate to the principal in the account each day.

*The interest rate(s) and annual percentage yield(s) are accurate as of April 9, 2019. If you would like more current rate and yield information, please call us at 877.609.5500. The interest rates and annual percentage yields may change at any time.

Accrual of interest on noncash deposits – Interest will begin to accrue on the business day you deposit noncash items (for example, checks) into your account.

Minimum balance – If your balance falls below \$2,500 on any day in the statement cycle, your account will be subject to a \$10 service charge for that statement cycle.

Deposit limitations – You may make an unlimited number of deposits into your account.

Limitations on frequency of transfers – During any statement cycle you may not make more than six withdrawals or transfers to another account of yours or to a third party by means of a preauthorized or automatic transfer, telephone order or instruction, computer transfer, check, draft, debit card (if applicable) or similar order to a third party. If you exceed the transaction limitations set forth above in any statement cycle your account will be subject to closure by the financial institution.

Fees and charges – The following fees and charges apply to this account:

- Excessive Activity: A fee of \$10 will be charged for each debit exceeding six transactions during the statement cycle.

INDEX FUND

Rate Information* – At our discretion, we may change the interest rates for this account.

- Tier 1 – If your daily balance is \$100,000 or more, the interest rate paid on the entire balance in your account will be 0.30%.
- Tier 2 – If your daily balance is \$50,000 or more, but less than or equal to \$99,999.99, the interest rate paid on the entire balance in your account will be 0.25%.
- Tier 3 – If your daily balance is \$25,000 or more, but less than or equal to \$49,999.99, the interest rate paid on the entire balance in your account will be 0.20%.
- Tier 4 – If your daily balance is less than \$25,000, the interest rate paid on the entire balance in your account will be 0.10%.

A minimum deposit of \$25,000 is required to open this account.

Compounding frequency – Interest will be compounded monthly.

Crediting frequency – Interest will be credited into this account monthly.

Effect of closing an account – If you close your account before interest is paid, you will not receive the accrued interest.

Daily balance computation method – Interest is calculated by the daily balance method which applies a daily periodic rate to the principal in the account each day.

Accrual of interest on noncash deposits – Interest will begin to accrue on the business day you deposit noncash items (for example, checks) into your account.

Minimum balance to avoid a fee – If your balance falls below \$10,000 on any day in the statement cycle, your account will be subject to a \$15 service charge for that statement cycle.

Deposit limitations – You may make an unlimited number of deposits into your account.

Limitations on frequency of transfers – During any statement cycle you may not make more than six withdrawals or transfers to another account of yours or to a third party by means of a preauthorized or automatic transfer, telephone order, check, draft, debit card (if applicable) or similar order. If you exceed the transfer limitations set forth above in any statement cycle, your account will be subject to closure by the financial institution.

Fees and Charges – The following fees and charges apply to this account:

- Excessive Activity: A fee of \$10 will be charged for each debit exceeding six transactions during the statement cycle.

HIGH-YIELD INDEX FUND

Rate Information* – At our discretion, we may change the interest rates for this account.

- Tier 1 – If your daily balance is \$5,000,000 or more, the interest rate paid on the entire balance in your account will be 1.75% with an annual percentage yield (APY) of 1.76%.
- Tier 2 – If your daily balance is \$1,000,000 or more, but less than or equal to \$4,999,999.99, the interest rate paid on the entire balance in your account will be 1.50% with an annual percentage yield (APY) of 1.51%.
- Tier 3 – If your daily balance is \$250,000 or more, but less than or equal to \$999,999.99, the interest rate paid on the entire balance in your account will be 1.30% with an annual percentage yield (APY) of 1.31%.
- Tier 4 – If your daily balance is less than \$250,000, the interest rate paid on the entire balance in your account will be 0.50% with an annual percentage yield (APY) of 0.50%.

A minimum deposit of \$25,000 is required to open this account.

Compounding frequency – Interest will be compounded monthly.

Crediting frequency – Interest will be credited into this account monthly.

Effect of closing an account – If you close your account before interest is paid, you will not receive the accrued interest.

Daily balance computation method – Interest is calculated by the daily balance method which applies a daily periodic rate to the

*The interest rate(s) and annual percentage yield(s) are accurate as of April 9, 2019. If you would like more current rate and yield information, please call us at 877.609.5500. The interest rates and annual percentage yields may change at any time.

principal in the account each day.

Accrual of interest on noncash deposits – Interest will begin to accrue on the business day you deposit noncash items (for example, checks) into your account.

Minimum balance – If your balance falls below \$25,000 on any day in the statement cycle, your account will be subject to a \$15 Service Charge for that statement cycle.

Deposit limitations – You may make an unlimited number of deposits into your account.

Limitations on frequency of transfers – During any statement cycle you may not make more than six withdrawals or transfers to another account of yours or to a third party by means of a preauthorized or automatic transfer, telephone order or instruction, computer transfer, check, draft, debit card (if applicable) or similar order to a third party. If you exceed the transaction limitations set forth above in any statement cycle your account will be subject to closure by the financial institution.

Fees and Charges – The following fees and charges apply to this account:

- Excessive Activity: A fee of \$10 will be charged for each debit exceeding six transactions during the statement cycle.

PUBLIC FUND MONEY MARKET

Formerly Public Funds MMDA

Rate Information* – At our discretion, we may change the interest rate for this account. The interest rate on this account is 0.10% with an annual percentage yield (APY) of 0.10% for accounts maintaining the minimum daily balance of \$500 or more.

A minimum deposit of \$2,500 is required to open this account.

Compounding frequency – Interest will be compounded monthly.

Crediting frequency – Interest will be credited into this account monthly.

Effect of closing an account – If you close the account before the interest is paid, you will not receive the accrued interest.

Daily balance computation method – Interest is calculated by the daily balance method which applies a daily periodic rate to the principal in the account each day.

Accrual of interest on noncash deposits – Interest will begin to accrue on the business day you deposit noncash items (for example, checks) into your account.

Minimum balance to obtain the disclosed annual percentage yield – You must maintain a minimum daily balance of \$500 in your account each day to obtain the disclosed annual percentage yield.

Deposit limitations – You may make an unlimited number of deposits into your account.

Limitations on frequency of transfers – During any statement cycle you may not make more than six withdrawals or transfers to another account of yours or to a third party by means of a preauthorized or automatic transfer, telephone order or instruction, computer transfer, check, draft, debit card (if applicable) or similar order to a third party. If you exceed the transaction limitations set forth above in any statement cycle your account will be subject to closure by the financial institution.

Fees and charges – The following fees and charges apply to this account:

- Excessive Activity: A fee of \$10 may be charged for each debit exceeding six transactions during the statement cycle.

PUBLIC FUND NOW CHECKING

Formerly Public Funds with Interest

Rate Information* – At our discretion, we may change the interest rate for this account. The interest rate on this account is 0.05% with an annual percentage yield (APY) of 0.05% for accounts maintaining the minimum daily balance of \$500 or more.

A minimum deposit of \$1,500 is required to open this account.

Compounding frequency – Interest will be compounded monthly.

Crediting frequency – Interest will be credited into this account monthly.

Effect of closing an account – If you close the account before the interest is paid, you will not receive the accrued interest.

Daily balance computation method – Interest is calculated by the daily balance method which applies a daily periodic rate to the principal in the account each day.

Accrual of interest on noncash deposits – Interest will begin to accrue on the business day you deposit noncash items (for example, checks) into your account.

Minimum balance to obtain the disclosed annual percentage yield – You must maintain a minimum daily balance of \$500 in your account each day to obtain the disclosed annual percentage yield.

Deposit Limitations – You may make an unlimited number of deposits into your account.

*The interest rate(s) and annual percentage yield(s) are accurate as of April 9, 2019. If you would like more current rate and yield information, please call us at 877.609.5500. The interest rates and annual percentage yields may change at any time.



Savings Accounts

Formerly Classic Savings, Business Savings,
Guaranty Personal Savings, Guaranty Business Savings

REGULAR SAVINGS

Rate Information* - At our discretion, we may change the interest rate for this account. The interest rate on this account is 0.15% with an annual percentage yield (APY) of 0.15% for accounts maintaining a minimal daily balance of \$50 or more.

A minimum deposit of \$150 is required to open this account.

Compounding frequency - Interest will be compounded quarterly.

Crediting frequency - Interest will be credited into this account quarterly.

Effect of closing an account - If you close your account before interest is paid, you will not receive the accrued interest.

Daily balance computation method - Interest is calculated by the daily balance method which applies a daily periodic rate to the principal in the account each day.

Accrual of interest on noncash deposits - Interest will begin to accrue on the business day you deposit noncash items (for example, checks) into your account.

Minimum balance to obtain the disclosed annual percentage yield - You must maintain a minimum daily balance of \$50 in your account each day to obtain the disclosed annual percentage yield.

Minimum balance to avoid a fee - If your balance falls below \$250 on any day in the statement cycle, your account will be subject to a \$10 service charge for that quarterly statement cycle. Quarterly service fee for minors will be waived until the age of 18.

Deposit limitations - You may make an unlimited number of deposits into your account.

Limitations on frequency of transfers - During any statement cycle you may not make more than six withdrawals or transfers to another account of yours or to a third party by means of a preauthorized or automatic transfer, telephone order, check, draft, debit card (if applicable) or similar order. If you exceed the transfer limitations set forth above in any statement cycle, your account will be subject to closure by the financial institution.

Fees and Charges - The following fees and charges apply to this account:

- Excess Withdrawal Fee: A fee of \$2 will be charged for each debit in excess of six per quarterly statement cycle.

REALSAVER SAVINGS

Rate Information* - At our discretion, we may change the interest rate for this account.

- Tier 1 - If your daily balance is \$15,001 or more, the interest rate paid on the entire balance in your account will be 0.15% with an annual percentage yield (APY) of 0.15%.
- Tier 2 - If your daily balance is less than \$15,001, the interest rate paid on the entire balance in your account will be 0.50% with an annual percentage yield (APY) of 0.50%.

A minimum deposit of \$150 is required to open this account.

Compounding frequency - Interest will be compounded quarterly.

Crediting frequency - Interest will be credited into this account quarterly.

Effect of closing an account - If you close your account before interest is paid, you will not receive the accrued interest.

Daily balance computation method - Interest is calculated by the daily balance method which applies a daily periodic rate to the principal in the account each day.

Accrual of interest on noncash deposits - Interest will begin to accrue on the business day you deposit noncash items (for example, checks) into your account.

Deposit limitations - You may make an unlimited number of deposits into your account.

Limitations on frequency of transfers - During any statement cycle you may not make more than six withdrawals or transfers to another account of yours or to a third party by means of a preauthorized or automatic transfer, telephone order, check, draft, debit card (if applicable) or similar order. If you exceed the transfer limitations set forth above in any statement cycle, your account will be subject to closure by the financial institution.

Fees and Charges - The following fees and charges apply to this account:

- Excess Withdrawal Fee: Two free withdrawals can be made per month. A fee of \$2 will be charged for each debit thereafter.

Additional Terms - This account is a companion account to Free Rewards Checking. In order to have a REALSaver Account, you must have a corresponding Rewards Checking Account with a combined statement. Each statement cycle, an amount that corresponds to the interest paid (and ATM fee refunds, if applicable) on your previous Rewards Checking statement will be transferred to this account. If Rewards Checking requirements are not met in any qualification cycle, interest on your REALSaver Account will be paid at the standard rate, currently 0.01% with an APY of 0.01%.

*The interest rate(s) and annual percentage yield(s) are accurate as of April 9, 2019. If you would like more current rate and yield information, please call us at 877.609.5500. The interest rates and annual percentage yields may change at any time.

Rate Information* - At our discretion, we may change the interest rate for this account. The interest rate on this account is 0.15% with an annual percentage yield (APY) of 0.15% for accounts maintaining the minimum daily balance of \$50 or more.

A minimum deposit of \$150 is required to open this account.

Compounding frequency - Interest will be compounded quarterly.

Crediting frequency - Interest will be credited into this account quarterly.

Effect of closing an account - If you close the account before the interest is paid, you will not receive the accrued interest.

Daily balance computation method - Interest is calculated by the daily balance method which applies a daily periodic rate to the principal in the account each day.

Accrual of interest on noncash deposits - Interest will begin to accrue on the business day you deposit noncash items (for example, checks) into your account.

Minimum balance to obtain the disclosed annual percentage yield - You must maintain a minimum daily balance of \$50 in your account each day to obtain the disclosed annual percentage yield.

Deposit limitations - You may make an unlimited number of deposits into your account.

Limitations on frequency of transfers - During any month you may not make more than six withdrawals or transfers to another account of yours or to a third party by means of a preauthorized or automatic transfer, telephone order or instruction, computer transfer, check, draft, debit card (if applicable) or similar order to a third party. If you exceed the transaction limitations set forth above in any month your account will be subject to closure by the financial institution.

Fees and charges - The following fees and charges apply to this account:

- Excessive Activity: A fee of \$2 may be charged for each debit exceeding six transactions during the quarterly statement cycle.

HEALTH SAVINGS ACCOUNT (HSA) INDIVIDUAL AND FAMILY

Rate Information* - At our discretion, we may change the interest rates on this account.

- Tier 1 - If your daily balance is less than \$1,000, the interest rate paid on the entire balance in your account will be 0.10% with an annual percentage yield (APY) of 0.10%.
- Tier 2 - If your daily balance is \$1,000 or more, but less than or equal to \$4,999.99, the interest rate paid on the entire balance in your account will be 0.20% with an annual percentage yield (APY) of 0.20%.
- Tier 3 - If your daily balance is \$5,000 or more, the interest rate paid on the entire balance in your account will be 0.40% with an annual percentage yield (APY) of 0.40%.

A minimum deposit of \$100 is required to open this account.

Compounding frequency - Interest will be compounded monthly.

Crediting frequency - Interest will be credited into this account monthly.

Effect of closing an account - If you close your account before interest is paid, you will not receive the accrued interest.

Daily balance method - We use the daily balance method to calculate the interest on your account. This method applies a 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 non-cash items (for example, checks).

Minimum balance requirement - If your balance falls below \$1,000 on any day in the statement cycle, your account will be subject to a \$3 service charge for that statement cycle.

Transaction limitation - You can withdraw funds at any time for any purpose. However, if funds are withdrawn for reasons other than qualified medical expenses, the amount withdrawn may be included as taxable income, and is subject to penalty.

Please see the "Health Savings Account Disclosure Statement" provided with your original application for additional restrictions.

*The interest rate(s) and annual percentage yield(s) are accurate as of April 9, 2019. If you would like more current rate and yield information, please call us at 877.609.5500. The interest rates and annual percentage yields may change at any time.



Terms and Conditions

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

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

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

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

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

"Party" means a person who, by the terms of an account, has a present right, subject to request, to payment from the account other than as a beneficiary or agent.

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

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

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

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

check for deposit, we may require any third-party indorsers to verify or guarantee their indorsements, or indorse in our presence.

Withdrawals

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

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

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

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

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

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

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

Here is an example of how this can occur — assume for this example the following: (1) you have opted-in to our overdraft services for the payment of overdrafts on ATM and everyday debit card transactions, (2) we pay the overdraft, and (3) our overdraft fee is \$35 per overdraft, but we do not charge the overdraft fee if the transaction overdraws the account by less than \$10.

You have \$120 in your account. You swipe your card at the card reader on a gasoline pump. Since it is unclear what the final bill will be, the gas station's processing system immediately requests a hold on your account in a specified amount, for example, \$80. Our processing system authorizes a temporary hold on your account in the amount of \$80, and the gas station's processing system authorizes you to begin pumping gas. You fill your tank and the amount of gasoline you purchased is only \$50. Our processing system shows that you have \$40 in your account available for other transactions ($\$120 - \$80 = \$40$) even though you would have \$70 in your account available for other transactions if the amount of the temporary hold was equal to the amount of your purchase ($\$120 - \$50 = \$70$). Later, another transaction you have authorized is presented for payment from your account in the amount of \$60 (this could be a check you have written, another debit card transaction, an ACH debit or any other kind of payment request). This other transaction is presented before the amount of the temporary hold is adjusted to the amount of your purchase (remember, it may take up to three days for the adjustment to be made). Because the amount of this other transaction is greater than the amount our processing system shows is available in your account, our payment of this transaction will result in an overdraft transaction. Because the transaction overdraws your account by \$20, your account will be assessed the overdraft fee of \$35 according to our overdraft fee policy. You will be charged this \$35 fee according to our policy even though you would have had enough money in your account to cover the \$60 transaction if your account had only been debited the amount of your purchase rather than the amount of the temporary hold or if the temporary hold had already been adjusted to the actual amount of your purchase.

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

debit card transactions if you have not opted-in to that service. We may use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees.

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

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

Ownership of Account and Beneficiary Designation. These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

Single-Party Account. Such an account is owned by one party.

Multiple-Party Account. Parties own account in proportion to net contributions unless there is clear and convincing evidence of a different intent.

Rights at Death

Single-Party Account. At the death of a party, ownership passes as part of the party's estate.

Multiple-Party Account With Right of Survivorship. At death of party, ownership passes to surviving parties. If two or more parties survive and one is the surviving spouse of the deceased party, the amount to which the deceased party, immediately before death, was beneficially entitled by law belongs to the surviving spouse. If two or more parties survive and none is the spouse of the decedent, the amount to which the deceased party, immediately before death, was beneficially entitled by law belongs to the surviving parties in equal shares, and augments the proportion to which each surviving party, immediately before the deceased party's death, was beneficially entitled under law, and the right of survivorship continues between the surviving parties.

Multiple-Party Account Without Right of Survivorship. At death of party, deceased party's ownership passes as part of deceased party's estate.

Single-Party Account With Pay-on-Death Designation. At death of the party, ownership passes to the designated pay-on-death beneficiaries and is not part of the party's estate.

Multiple-Party Account With Right of Survivorship and Pay-on-Death Designation. At death of last surviving party, ownership passes to the designated pay-on-death beneficiaries and is not part of the last surviving party's estate.

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

We may accept an order to stop payment on any item from any one of you. You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. Because stop-payment orders are handled by computers, to be effective, your stop-payment order must precisely identify the number, date, and amount of the item, and the payee.

You may stop payment on any item drawn on your account whether you sign the item or not. Generally, if your stop-payment order is given to us in writing it 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. If the original stop-payment order was oral your stop-payment order will lapse after 14 calendar days if you do not confirm your order in writing within that time period. We are not obligated to notify you when a stop-payment order expires. A release of the stop-payment request may be made only by the person who initiated the stop-payment order.

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

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

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

Amendments and Termination. We may change any term of this agreement. Rules governing changes in interest rates are provided

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

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

Statements

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

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

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

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

Errors Relating to Electronic Fund Transfers or Substitute Checks (For consumer accounts only). For information on errors relating to electronic fund transfers (e.g., computer, debit card or ATM transactions) refer to your Electronic Fund Transfers disclosure and the sections on consumer liability and error resolution. For information on errors relating to a substitute check you received, refer to your disclosure entitled Substitute Checks and Your Rights.

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

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

Setoff. We may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt any of you owe us now or in the future. If this account is owned by one or more of you as 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) setoff is prohibited by the Military Lending Act or its implementing regulations. We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against this account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff.

Check Processing. We process items mechanically by relying solely on the information encoded in magnetic ink along the bottom of the items. This means that we do not individually examine all of your items to determine if the item is properly completed, signed and indorsed or to determine if it contains any information other than what is encoded in magnetic ink. You agree that we have exercised ordinary care if our automated processing is consistent with general banking practice, even though we do not inspect each item. Because we do not inspect each item, if you write a check to multiple payees, we can properly pay the check regardless

of the number of indorsements unless you notify us in writing that the check requires multiple indorsements. We must receive the notice in time for us to have a reasonable opportunity to act on it, and you must tell us the precise date of the check, amount, check number and payee. We are not responsible for any unauthorized signature or alteration that would not be identified by a reasonable inspection of the item. Using an automated process helps us keep costs down for you and all account holders.

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 agree to indemnify us for any loss we may incur as a result of any truncated check transaction you initiate. We can refuse to accept substitute checks that have not previously been warranted by a bank or other financial institution in conformance with the Check 21 Act. Unless specifically stated in a separate agreement between you and us, we do not have to accept any other electronic or paper image of an original check.

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.

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.

Agency (Power of Attorney) Designation (Single-Party Accounts only). A single individual is the owner. The agent is merely designated to conduct transactions on the owner's behalf. The owner does not give up any rights to act on the account, and the agent may not in any manner affect the rights of the owner or beneficiaries, if any, other than by withdrawing funds from the account. The owner is responsible for any transactions of the agent. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf. The owner may terminate the agency at any time, and the agency is automatically terminated by the death of the owner. However, we may continue to honor the transactions of the agent until: (a) we have received written notice or have actual knowledge of the termination of the agency, and (b) we have a reasonable opportunity to act on that notice or knowledge. We may refuse to accept an agent.

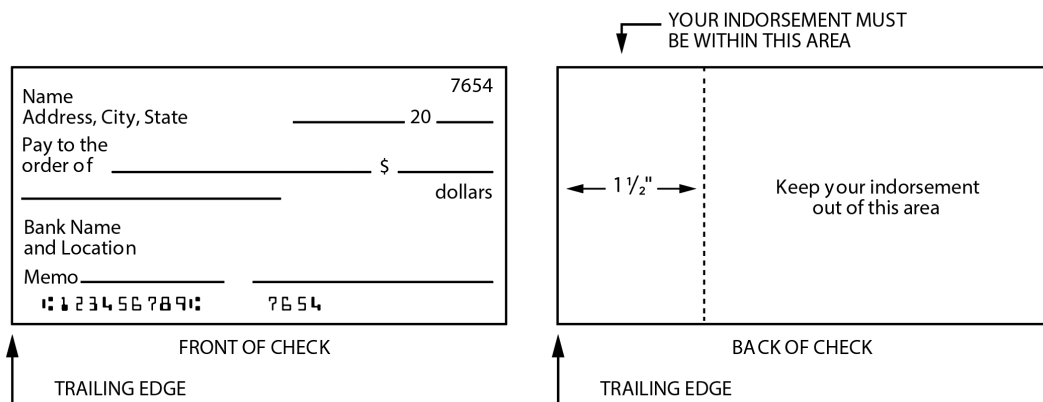
Restrictive Legends or Indorsements. The automated processing of the large volume of checks we receive prevents us from inspecting or looking for restrictive legends, restrictive indorsements or other special instructions on every check. Examples of restrictive legends placed on checks are "must be presented within 90 days" or "not valid for more than \$1,000." The payee's signature accompanied by the words "for deposit only" is an example of a restrictive indorsement. For this reason, we are not required to honor any restrictive legend or indorsement or other special instruction placed on checks you write unless we have agreed in writing to the restriction or instruction. Unless we have agreed in writing, we are not responsible for any losses, claims, damages, or expenses that result from your placement of these restrictions or instructions on your checks.

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 it is not indorsed by you. We may give cash back to any one of you. We may supply any missing indorsement(s) for any item we accept for deposit or collection, and you warrant that all indorsements are genuine.

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

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



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

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. Or, in our discretion, we may freeze the assets in the account and not allow any payments out of the account until a final court determination regarding the legal action. We may do these things even if the legal action involves fewer than all of you. In these cases, we will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds from your account or in any way restricted access to your funds in accordance with the legal action. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorneys' fees and our internal expenses) may be charged against your account. The list of fees applicable to your account(s) provided elsewhere may specify additional fees that we may charge for certain legal actions.

Security. It is your responsibility to protect the account numbers and electronic access devices (e.g., an ATM card) we provide you for your account(s). Do not discuss, compare, or share information about your account number(s) with anyone unless you are willing to give them full use of your money. An account number can be used by thieves to issue an electronic debit or to encode your number on a false demand draft which looks like and functions like an authorized check. If you furnish your access device and grant actual authority to make transfers to another person (a family member or coworker, for example) who then exceeds that authority, you are liable for the transfers unless we have been notified that transfers by that person are no longer authorized. Your account number can also be used to electronically remove money from your account, and payment can be made from your account even though you did not contact us directly and order the payment. You must also take precaution in safeguarding your blank checks. Notify us at once if you believe your checks have been lost or stolen. As between you and us, if you are negligent in safeguarding

your checks, you must bear the loss entirely yourself or share the loss with us (we may have to share some of the loss if we failed to use ordinary care and if we substantially contributed to the loss).

Except for consumer electronic funds transfers subject to Regulation E, you agree that if we offer you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account, such as positive pay or commercially reasonable security procedures, and you reject those services, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services we offered, unless we acted in bad faith or to the extent our negligence contributed to the loss. If we offered you a commercially reasonable security procedure which you reject, you agree that you are responsible for any payment order, whether authorized or not, that we accept in compliance with an alternative security procedure that you have selected.

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

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

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

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

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

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

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

Claim of Loss. If you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred by you. You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our liability 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 notice of penalty for early withdrawals for additional information.

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

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 a check and it is returned unpaid or we receive a notice of nonpayment, we do not have to notify you unless required by federal Regulation CC or other law.

Additional Terms. The Controlled Substances Act ("CSA") is the federal United States drug policy under which the manufacture, importation, possession, use and distribution of certain substances is regulated. Under the CSA, marijuana is determined to be a Schedule I controlled substance and is therefore illegal under federal law. Independent Bank is required to follow federal guidelines regarding businesses or individuals operating in the marijuana industry and therefore will not provide banking services to anyone selling, purchasing or supporting marijuana businesses.



Deposit Reclassification

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



Bounce Protection

NEW OVERDRAFT PRIVILEGE FOR ALL CONSUMER CHECKING ACCOUNTS

An insufficient balance can result from several events, such as (1) the payment of checks, electronic funds transfers or other withdrawal requests; (2) payments authorized by you; (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. We are not obligated to pay any item presented for payment if your account does not contain sufficient funds.

As long as you maintain your account in "good standing," we may approve your overdraft items within your current available Bounce Protection limit as a non-contractual courtesy. For overdraft privilege consideration, your account is in "good standing" if you (1) make sufficient deposits to bring your account to a positive end-of-day balance at least once every 30 calendar days (including the payment of all bank fees and charges); (2) avoid excessive overdrafts suggesting the use of Bounce Protection as a continuing line of credit; and (3) have no legal orders, levies or liens against your account.

In the normal course of business, we generally pay electronic transactions first and then checks in serial number 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 of item payment may create multiple overdraft items during a single banking day for which you will be charged our NSF/Bounce paid item fee of \$35 for each overdraft item paid (daily maximum of \$175). The bank will not charge a fee for items that overdraw your account by \$10 or less.

You may opt out of the privilege at any time, but you are responsible for any overdrawn balances at the time of opting out. Normally, we will not approve an overdraft for you in excess of the predetermined amount assigned to your account type. So as not to exceed your limit, please note that the amount of the overdraft plus the bank's Bounce paid item fees will be deducted from the overdraft limit.

We may refuse to pay an overdraft item at any time even though we may have previously paid overdrafts for you. For example, we typically do not pay overdraft items if your account is not in good standing as defined above, or, if based upon our review of your account management, we determine that you are using Bounce Protection excessively or seem to be using Bounce Protection as a regular line of credit. You will be charged an NSF returned item fee of \$35 for each item returned (daily maximum of \$175).

You will be promptly notified 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 NSF/Bounce paid item fee of \$35 and/or an NSF returned item fee of \$35 that you owe us shall be due and payable upon demand, but if no demand is made, 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, shall be jointly and severally liable for all overdrafts inclusive of fees.

IMPORTANT INFORMATION REGARDING BOUNCE PROTECTION ACCESS

ACCESS POINTS	IS MY BOUNCE PROTECTION AVAILABLE?	DOES THE BALANCE PROVIDED REFLECT MY BOUNCE PROTECTION LIMIT?
Teller	Yes	No
Writing a Check	Yes	N/A
Mastercard® Debit Card (recurring)	Yes	N/A
Mastercard® Debit Card (everyday)	No***	N/A
ATM Withdrawal	No***	No
ACH-Auto Debit	Yes	N/A
Online Banking	No	No
Online Bill Pay	No	N/A
Telephone Banking	No	No

***Bounce Protection will be made available for ATM or everyday debit card transactions upon your request. Please call us at 877.609.5500 for expanded coverage options available.

ACCOUNT	BOUNCE PROTECTION LIMIT
Free Checking	\$300
Free Rewards Checking/Legacy Rewards Checking	\$300
Personal Checking	\$400
IntroChecking	N/A
NOW Checking/Super NOW Checking	\$700
Platinum Checking	\$700
Premium Investment	\$700
Money Market	\$1,500
Index Fund	\$1,500
High-Yield Index Fund	N/A

Bounce Protection should not be viewed as an encouragement to overdraw your account. To avoid fees, we encourage you to keep track of your account balance by entering all items in your check register, reconcile your checkbook regularly, and manage your finances responsibly. If you would like to have this service removed from your account, please stop by your nearest Independent Bank location to complete the Bounce Protection waiver form.

Please note that your Bounce Protection limit may be available for each item paid under the limit created by checks and other transactions made using your checking account number, such as a teller withdrawal, an automatic payment (ACH) transaction, or automatic bill payment and recurring debit card payment. Also, at your request, we may authorize and pay ATM transfers or withdrawals and everyday debit card purchases using your limit. The limit will not be included in the balance provided during an inquiry.

LIMITATIONS: Bounce Protection is a non-contractual courtesy that is available to individually/jointly owned accounts in good standing for personal or household use. Independent Bank reserves the right to limit participation to one account per household and to suspend, revoke, or discontinue this service without prior notice. Unless we advise you differently or you request this service be removed from your account, your limit will be made available to cover overdrafts again after you bring your account to a positive end-of-day balance.



Schedule of Fees

TERMINOLOGY AND FEE AMOUNTS HAVE CHANGED.

ATM FEES

ATM Balance Inquiry at ATMs we do not own.....	\$0.50*
ATM Cash Withdrawal at ATMs we do not own (ATM charge)	\$1.25*

MASTERCARD® DEBIT CARD FEES

Mastercard® Debit Card Balance Inquiry at ATMs we do not own	\$0.50*
Mastercard Debit Card Cash Withdrawal at ATMs we do not own (ATM Charge).....	\$1.25*
Mastercard Debit Card Replacement.....	\$5.00

*These fees are temporarily waived.

DEPOSITED ITEM RETURNED FEE.....	\$8.00
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OVERDRAFTS AND UNPAID ITEMS

NSF/Bounce Paid Item Fee	\$35.00
NSF Returned Item Fee.....	\$35.00
Incorrect Address Fee	\$5.00

STATEMENT SERVICES:

Snapshot Statement.....	\$3.00
Special Statement	\$5.00
Statement Reconciliation (per hr - 1 hr minimum).....	\$25.00
CD-ROM Statement	\$20.00

ACCOUNT RESEARCH

Account Research (per page)	\$2.00
Account Research (per hr - 1 hr minimum).....	\$25.00

CUSTOMER BALANCE INQUIRY (FIRST 2 FREE - PER PAGE THEREAFTER)	\$2.00
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ACCOUNT CLOSING FEE (CLOSED WITHIN 30 DAYS OF OPENING).....	\$25.00
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TELEPHONE TRANSFERS

Telephone Transfers.....	\$2.00
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STOP PAYMENT FEE

Stop Payment (6 months).....	\$30.00
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TRANSFER FEE (AUTOMATIC SWEEPS).....	\$5.00
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WIRE TRANSFER - CUSTOMER

Incoming	\$10.00
Outgoing Domestic	\$25.00
Outgoing International	\$45.00

LEGAL FEES

Garnishments (plus attorney fees)	\$50.00
Levies (plus attorney fees)	\$50.00

MISCELLANEOUS FEES

Domestic Collections Incoming	\$20.00
Domestic Collections Outgoing.....	\$20.00
Foreign Collections Incoming.....	\$40.00
Foreign Collections Outgoing	\$40.00

SAFE DEPOSIT BOX RATES

Annual Rent	varies by location
Drilling Fee.....	\$125.00
Lost Key Fee.....	\$25.00

NIGHT DEPOSITORY

Lock Bags	\$20.00
Zipper Bags (one free — each after 1).....	\$5.00

CHANGE ORDERS

Cash Processing Fee	\$0.20/\$100.00
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CASHIER'S CHECKS.....	\$5.00
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NOTE: Some fees may be charged directly to account or through Business Account Analysis (if applicable). Additional fees may apply to some business accounts.



Electronic Fund Transfers (Consumer)

ATM AND POS TRANSACTION LIMITS HAVE CHANGED.

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 and/or savings account(s).
- Preauthorized payments. You may make arrangements to pay certain recurring bills from your checking and/or savings account(s).

Telephone Transfers. You may access your account(s) by telephone at 800.397.6120 (24 hours) using a touch tone phone, your account numbers, and Personal Identification Number (PIN) to:

- Transfer funds from checking to savings
- Transfer funds from savings to checking
- Transfer funds from checking to checking
- Transfer funds from savings to savings
- Get checking account(s) information
- Get savings account(s) information
- Get transaction history about checking or savings

ATM Transfers. You may access your account(s) by ATM using your ATM Card and personal identification number to:

- Make deposits to checking accounts
- Make deposits to savings accounts
- Get cash withdrawals from checking accounts. You may withdraw no more than \$500 per day.
- Get cash withdrawals from savings accounts. You may withdraw no more than \$500 per day.
- Transfer funds from savings to checking
- Transfer funds from checking to savings
- Get checking account(s) information
- Get savings account(s) information
- Some of these services may not be available at all terminals.

Point-of-Sale Transactions

Using your card:

- You may access your checking account 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.
- You may not exceed \$2,500 in transactions per day.

Computer Transfers. You may access your account(s) by computer at www.ibtx.com and use your User ID and Password to:

- Transfer funds from checking to savings
- Transfer funds from savings to checking
- Transfer funds from checking to checking
- Transfer funds from savings to savings
- Make payments from checking to loan accounts with us
- Make payments from savings to loan accounts with us
- Make payments from your checking account(s) to user defined payees
- Get checking account(s) information
- Get savings account(s) information
- Get certificate of deposit or loan information
- Get transaction history about checking, savings, certificates of deposit & loans

Mobile Banking Transfers. You may access your account(s) by web-enabled cell phone using your user ID and Password to:

- Transfer funds from checking to savings
- Transfer funds from savings to checking
- Transfer funds from checking to checking
- Transfer funds from savings to savings
- Make payments from checking to loan accounts with us
- Make payments from savings to loan accounts with us
- Get checking account(s) information
- Get savings account(s) information
- Get certificate of deposit or loan information
- Get withdrawal history about checking, savings, certificates of deposit & loans
- Get deposit history about checking, savings, or certificates of deposit
- Get transaction history about checking, savings or loans
- 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 charge 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.
- **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.

GENERAL LIMITATIONS

In addition to those limitations on transfers elsewhere described, if any, the following limitations apply:

- Transfers or withdrawals from an account with limitations on withdrawals to another account of yours or to a third party by means of a preauthorized or automatic transfer or telephone order or instruction, computer transfer, or by check, draft, debit card or similar order to a third party, are limited to six per statement cycle. If you exceed the transfer limitations set forth above, your account shall be subject to closure.
- Security Limitations - For security reasons, there are other limits on the number of transfers you can make using our terminals, point-of-sale transfer service and computer transaction service.

FEES

Please refer to our fee disclosure for information about fees and limitations that apply to electronic fund transfers.

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

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

- Automated teller machine
- Point-of-sale terminal

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

Preauthorized Credits. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, 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 \$30 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.)

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

FINANCIAL INSTITUTION'S LIABILITY

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

- If, through no fault of ours, you do not have enough money in your account to make the transfer.
- If the transfer would go over the credit limit on your overdraft line.
- If the 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.

UNAUTHORIZED TRANSFERS

Consumer Liability. Tell us at once if you believe your card and/or code has been lost or stolen, or 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 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 mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time period.

Mastercard® Debit Card. Additional Limits on Liability for Mastercard Debit

You will not be liable for any unauthorized transactions using your Mastercard debit card if: (i) you can demonstrate that you have exercised reasonable care in safeguarding your card from the risk of loss or theft, and (ii) upon becoming aware of a loss or theft, you promptly report the loss or theft to us. Mastercard is a registered trademark of Mastercard International Incorporated.

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 fund 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.

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

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

INDEPENDENT BANK
1331 17th St.
Denver, CO 80202
Business Days: Monday through Friday
Excluding Federal Holidays
Phone: 877.609.5500

We will determine whether an error occurred within 10 business days (5 business days if involving a Visa® point-of-sale 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 if involving a Visa point-of-sale 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.

ADDITIONAL INFORMATION

Advisory Against Illegal Use. You agree not to use your Mastercard® Debit Card for illegal gambling or illegal purposes. Display of a payment card logo by, for example, another online merchant does not necessarily mean that transactions are lawful in the jurisdiction in which you may be located.

Currency Conversion and Cross-Border Transaction Fees. If you effect a transaction with your Card in a currency other than US Dollars, Mastercard will convert the charge into a US Dollar amount. The Mastercard currency conversion procedure includes use of either a government-mandated exchange rate, or a wholesale exchange rate selected by Mastercard. The exchange rate Mastercard uses will be a rate in effect on the day the transaction is processed. This rate may differ from the rate in effect on the date of purchase or the date the transaction was posted to your account. Mastercard charges us a Currency Conversion Assessment of 20 basis points (0.2% of the transaction) for performing the currency conversion. In addition, Mastercard charges us an Issuer Cross-Border Assessment of 90 basis points (0.9% of the transaction) on all cross-border transactions regardless of whether there is a currency conversion. We charge you a Cross-Border Transaction fee of 3% on all cross-border transactions regardless of whether there is a currency conversion. A cross-border transaction is a transaction processed through the Global Clearing Management System or the Mastercard Debit Switch in which the country of the merchant is different than the country of the cardholder.



Business Debit Card

ATM AND POS TRANSACTION LIMITS HAVE CHANGED.

AGREEMENT TERMS AND CONDITIONS

Introduction. This Business Debit Card Agreement (“Agreement”) contains contract terms and other important information relating to your Business Debit Card (“Card”). These terms govern the operation of this account unless varied or supplemented in writing. This Agreement also incorporates any other terms and conditions provided separately with your account agreement as well as the terms of any disclosures you may have received. You should read this Agreement carefully and keep a copy for your records.

Applicable Law. This Agreement will be governed by the laws of the state in which your account is located as well as federal laws and regulations. Normal banking customs and practices also apply.

Definitions. Unless inconsistent, words and phrases used in this document shall be construed so that the singular includes the plural and the plural includes the singular. The words “we,” “our,” and “us” refer to the financial institution which issues the Card. The words “you” and “your” refer to the owner of the specific account for which Card transactions are permitted. The word “Cardholder” refers to any person authorized by you to use the Card.

Business Card Purpose. You and any Cardholder agree that this Card is for use by business owners and employees. The Card can be used for business purpose point-of-sale and Automated Teller Machine (ATM) transactions only. The Card may not be used for personal purposes. You acknowledge and understand that the Card shall not be treated as a consumer card under the provisions of state and federal law. You agree to provide written instructions to all Cardholders that the Card shall not be used for consumer purposes. We assume all transactions are for business purposes. We do not monitor transactions to determine their purpose.

Account Requirement, Payment Responsibility, Transferability, Enforceability. The services described in this Agreement will be available to you only as long as you maintain a business checking account with us. You are liable for the payment of Card transactions authorized by you or your agent or any Cardholder or their agent. This account may not be transferred or assigned without our written consent. If any terms of this Agreement cannot be legally enforced, it will be considered changed to the extent necessary to comply with applicable laws. If any part of this Agreement becomes unenforceable, it will not make any other part unenforceable.

How to Use the Business Card, Security Procedures. The Card allows Cardholders to directly access the business checking account specified in your Card Application. We will issue Cards and codes to you at your request. Each Card will identify your business as well as the Cardholder. You agree to the following security procedures: Each Cardholder must sign their Card before it may be used. You agree to require both a Card and a code to be used together to obtain cash at designated ATMs. However, you may use your Card to purchase goods or pay for services without a code. Once a Card has been issued it cannot be transferred to another person. You agree to immediately notify us when you terminate a Cardholder’s rights and to promptly return the Card to us. You agree to provide written instructions to all Cardholders about the importance of protecting the Card and code. You agree to examine your receipts and periodic statements in a timely manner. You agree that the dollar/frequency limits assigned to each Cardholder will also act as a security procedure.

Termination and Amendments.

- We may terminate this Agreement by written notice to you.
- You may terminate this Agreement by written notice to us.

We may make amendments to this Agreement in the same method as provided in the terms and conditions provided in your account agreement. Use of your Card after receipt of notice of an amendment constitutes your acceptance of the change.

Notices. Any notices mailed to you under this Agreement will be mailed to the address we have for you in our records. You will keep us notified of your current mailing address.

Order of Payment. Our policy is to post and pay Card transactions in the order they are received. We reserve the right to pay Card transactions before checks, drafts, and other items.

TYPES OF TRANSACTIONS

Below are the types of transactions your Card will accommodate.

ATM Transfers. You may access your account by ATM using your Card and PIN to:

- Get cash withdrawals from your checking account.
 - You may make no more than eight withdrawals per day.
 - You may withdraw no more than \$500 per day.
 - There is a charge of \$1.25 per withdrawal at ATMs we do not own or operate.*
- Get information about:
 - The account balance of your checking account.
 - There is a charge of \$0.50 per inquiry at ATMs we do not own or operate.*

Some of these services may not be available at all terminals.

For security reasons, there are other limits on the number of transfers you can make by ATM.

*These fees are temporarily waived.

Point-of-Sale Transactions. You may access your checking account with your Card to purchase goods (in person, online, or by phone), pay for services (in person, online, or by phone), get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept. Using your Card and/or code:

- You may make no more than six transactions per hour per card.
- You may not exceed **\$3,000** in transactions per day per card.

For security reasons, there are other limits on the number of transfers you can make by debit card.

Currency Conversion and Cross-Border Transaction Fees. If you effect a transaction with your Card in a currency other than US Dollars, Mastercard will convert the charge into a US Dollar amount. The Mastercard currency conversion procedure includes use of either a government-mandated exchange rate, or a wholesale exchange rate selected by Mastercard. The exchange rate Mastercard uses will be a rate in effect on the day the transaction is processed. This rate may differ from the rate in effect on the date of purchase or the date the transaction was posted to your account.

Mastercard charges us a Currency Conversion Assessment of 20 basis points (0.2% of the transaction) for performing the currency conversion. In addition, Mastercard charges us an Issuer Cross-Border Assessment of 90 basis points (0.9% of the transaction) on all cross-border transactions regardless of whether there is a currency conversion. We charge you a Cross-Border Transaction fee of 3% on all cross-border transactions regardless of whether there is a currency conversion. A cross-border transaction is a transaction processed through the Global Clearing Management System or the Mastercard Debit Switch in which the country of the merchant is different than the country of the cardholder.

Advisory Against Illegal Use. You agree not to use your Card for illegal gambling or other illegal purpose. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the Card holder may be located.

FEES

- We charge \$5 to replace a lost or stolen Card.
- We charge \$3 for each new personal identification number.

DOCUMENTATION

Terminal Transfers. You can get a receipt at the time you make a transfer to or from your account using an automated teller machine or point-of-sale terminal. However, you may not get a receipt if the amount of the transfer is \$15 or less.

Retain Copies for Your Records. You should retain copies of all records including receipts, credit slips (for returned merchandise), and cancellation numbers (for cancelled reservations). You should also mark each transaction in your account record (but not while at a terminal). You should review your periodic statement for accuracy and compare your account record against your periodic statement to reconcile balances.

Periodic Statements. You will get a monthly account statement from us for your checking account that will also include a record of transactions made using your Card.

LIMITATIONS ON OUR LIABILITY

We will not be liable if:

- you do not have enough money in your account to make the transfer.
- you have an overdraft line and the transfer would cause you to exceed your credit limit.
- an ATM does not have sufficient cash.
- a terminal or system is not working properly.
- circumstances beyond our control (such as fire or flood) prevent the transfer.
- a merchant refuses to accept your Card.
- an ATM rejects your Card.

There may be other limitations on our liability.

UNAUTHORIZED TRANSFERS

Additional Risk Associated with Use of Business Purpose Cards. You will not have the benefit of any consumer law limiting liability with respect to the unauthorized use of your Card. This means your liability for the unauthorized use of your Card could be greater than the liability in a consumer debit card transaction. You accept and agree to undertake the additional risk and greater measure of liability associated with the use of business purpose cards as described in this Agreement.

Your Liability for Unauthorized Transfers. You are liable for Card transactions you do not authorize if we can prove that we processed the transaction in good faith and in compliance with a commercially reasonable security procedure to which we both agreed, unless otherwise required by law. Tell us AT ONCE if you believe your Card and/or code has been lost or stolen. 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 your Card and/or code is lost, stolen, or used without your permission, you agree to notify us immediately and to promptly confirm such notice in writing. Your liability for transactions with your Card and/or code will continue until 2 business days after the day we receive such written notice. If you do not notify us within 60 days from when the periodic statement containing an unauthorized transaction was first mailed or made available to you, we will be entitled to treat the information in the periodic statement as correct, and you will be precluded from asserting otherwise.

Additional Limits on Liability. You will not be liable for any unauthorized transactions using your Card if: (i) you can demonstrate that you have exercised reasonable care in safeguarding your card from the risk of loss or theft, and (ii) upon becoming aware of a loss or theft, you promptly report the loss or theft to us. Mastercard is a registered trademark, and the circles design is a trademark of Mastercard International Incorporated.

Contact in Event of Unauthorized Transfer. If you believe your Card and/or code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call or write us at the telephone number or address listed in this disclosure.

Consequential Damages. We will not be liable for any consequential or incidental damages resulting from the unauthorized use of your Card.

ERROR RESOLUTION

You agree to examine your receipts and periodic statements using ordinary care and to report any errors or problems to us within a reasonable time. You agree that the time to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 60 days from when the statement containing the error or problem was first mailed or made available to you. If you do not report within 60 days, we will be entitled to treat such information as correct and you will be precluded from asserting otherwise. You further agree that if you fail to report to us within 14 days from when the statement was first mailed or made available to you that we will not be required to pay interest on any refund to which you may be entitled. We will only recredit your account for errors or problems as required by law. Call or write us immediately with errors or questions about your electronic fund transfers at the telephone number or address listed in this brochure. If you tell us orally, we may require your complaint or question in writing within 14 business days.

If you provide us with timely notice of an error or problem in your periodic statement, we will investigate the matter and notify you of the results within a reasonable amount of time. The exact time will depend on the specific circumstances of the error or problem. You may ask for copies of the documents that we used in our investigation.

INDEPENDENT BANK

1331 17th St.

Denver, CO 80202

Business Days: Monday through Friday

Excluding Federal Holidays

Phone: 877.609.5500

NOTICE OF BASIC SAFETY PRECAUTIONS FOR ATM CARD AND NIGHT DEPOSIT FACILITY USERS

As with all financial transactions, please exercise discretion when using an automated teller machine (ATM), night deposit facility or using your ATM card to make purchases on the Internet. 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 keep your ATM receipts secure. Don't leave them at the ATM or night deposit facility because they may contain important account information. Shred your ATM receipts once they are no longer needed.
- Don't lend your ATM Card to anyone.
- Remember, do not leave your Card at the ATM. Do not leave any financial documents at a night deposit facility or lying out unsecured.
- Protect the secrecy of your Personal Identification Number (PIN). Protect your ATM Card as though it were cash. If your card has an embedded chip, consider keeping the card in a safety envelope to avoid undetected and unauthorized scanning. Don't tell anyone your PIN. Don't give anyone information regarding your ATM Card or PIN over the telephone or Internet. If your ATM card can be used to make purchases, only consider providing card information over the telephone or the Internet if it is to a trusted merchant and for a call or transaction initiated by you - and never provide the merchant with the PIN to your ATM card.
- Protect against ATM and Internet fraud. Promptly compare your monthly account statements or the account histories that you receive against your ATM and other receipts. If you make a purchase on the Internet, end the transaction by logging out of the website instead of just closing the web browser.
- Inspect an ATM before you use it. Look for possible tampering, or for the presence of an unauthorized attachment that could capture your PIN or other information from your card. 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.
- Protect the security of your PIN. Ensure no one can observe you entering your PIN into the ATM. An example of preventing others from seeing you enter your PIN is using your body or hand to shield their view.
- 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.
- When you make a transaction, remain aware of your surroundings and exercise caution when withdrawing funds. 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.
- 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, put your Card away and leave. You might consider using another ATM or coming back later.
- Don't display your cash; put it away as soon as the ATM transaction is completed and wait to count the cash until you are in the safety of a locked enclosure such as your car, home or in another secure area.
- 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.
- 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.



CD Early Withdrawal Penalties

Effective June 3, 2019 the following early withdrawal penalties will apply:

- The early withdrawal penalty on CD maturities less than a year is 1 month of interest on the amount withdrawn.
- The early withdrawal penalty on CD maturities 1 year and greater is 6 months of interest on the amount withdrawn.



Your Ability to Withdraw Funds

This policy statement applies to “transaction” accounts. Transaction accounts, in general, are accounts which permit an unlimited number of payments to third persons and an unlimited number of telephone and preauthorized transfers to other accounts of yours with us. Checking accounts are the most common transaction accounts. Feel free to ask us whether any of your other accounts might also be under this policy.

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

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

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit on a day we are not open, we will consider that the deposit was made on the next business day we are open. If we cash a check for you that is drawn on another bank, we may withhold the corresponding amount of funds that are already in your accounts. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

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

LONGER DELAYS MAY APPLY

Case-By-Case Delays - In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$200 of your deposits, however, will be available on the first business day.

If we are not going to make all of the funds from your deposit available on the first business day 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.

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

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,000 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.

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

SPECIAL RULES FOR NEW ACCOUNTS

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

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit, if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,000 will be available on the seventh business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of your deposit.

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



Your Privacy Is Important to Us

WHAT DOES INDEPENDENT BANK DO WITH YOUR PERSONAL INFORMATION?

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.

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
- Credit history
- Account balances
- Account transactions
- Payment history
- Wire transfer instructions

When you are no longer our customer, we continue to share your information as described in this notice.

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 Independent Bank chooses to share; and whether you can limit this sharing.

HOW DOES INDEPENDENT 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 also maintain other physical, electronic and procedural safeguards to protect this information and we limit access to information to those employees for whom access is appropriate.

REASONS WE SHARE YOUR PERSONAL INFORMATION	DOES INDEPENDENT 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	No	We don't share
For our affiliates' everyday business purposes – information about your creditworthiness	No	We don't share
For non-affiliates to market to you	No	We don't share

HOW DOES INDEPENDENT BANK COLLECT MY PERSONAL INFORMATION?

We collect your personal information, for example, when you:

- Open an account
- Provide your mortgage information
- Make deposits or withdrawals from your account
- Make a wire transfer
- Give us your contact information

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 non-affiliates to market to you

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

DEFINITIONS

Affiliates: Companies related by common ownership or control. They can be financial and non-financial companies.

- Independent Bank does not share with our affiliates.

Non-affiliates: Companies not related by common ownership or control. They can be financial and non-financial companies.

- Independent Bank does not share with non-affiliates so they can market to you.

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

- Independent Bank's joint marketing partners include companies such as credit card companies.

TEXAS NOTICE

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

- In Person or U.S. Mail: 2601 North Lamar Boulevard, Suite 300, Austin, Texas, 78705-4294;
- Telephone: 877.276.5554;
- Fax: 512.475.1313;
- Email: consumer.complaints@dob.texas.gov
- Website: www.dob.texas.gov



Payment Order of Items

PAYMENT ORDER

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 and the amount of the fees you may have to pay. To assist you in managing your account, we are providing you with the following information regarding how we process those items.

If a check, item or transaction (other than an ATM or everyday debit card transaction) is presented without sufficient funds in your account to pay it, we may, at our discretion, pay the item (creating an overdraft) or return the item for insufficient funds (NSF). The amounts of the overdraft and NSF fees are disclosed elsewhere, as are your rights to opt in to overdraft services for ATM and everyday debit card transactions, if applicable. We encourage you to make careful records and practice good account management. This will help you to avoid creating items without sufficient funds and potentially incurring the resulting fees.

- **1st - Our policy is to process ATM and Point-of-Sale items according to the dollar amount with the smallest items being processed first.**
- **2nd - We process ACH debits according to the dollar amount with the smallest items being processed first.**
- **3rd - We process on-us items and checks in numerical order.**
- **4th - We process checks and similar items in numerical order.**



Wire Transfer

If you currently have a wire agreement, new Terms and Conditions are below. Your current Users, Accounts, and Limits listed on your Guaranty Bank Funds Transfer Agreement (referred to below as Attachment A) will remain in effect.

AGREEMENT AND AUTHORIZATION (“AGREEMENT”)

Subject to the terms of this Agreement, including but not limited to paragraph 10 below, Customer (“Customer”) authorizes Independent Bank (“Bank”) to receive, execute, and charge our account(s) for all telephonic, telegraphic, computer communication device, oral, or written funds transfer requests, when such requests reasonably appear to be received from an authorized Customer representative listed in Attachment A. Customer agrees to provide written notice to Bank in order to change or revoke the designation of accounts or authorized representatives. The Bank may, in its sole discretion, act upon any oral or written notice which it reasonably believes to be from Customer; however, Bank is under no obligation to act upon oral notice; and if Bank elects to act upon oral notice, Customer is requested to promptly confirm such oral notice in writing to the Bank. Bank may within its sole discretion act on such oral notice without written confirmation. Notwithstanding the foregoing, consumer customers must initiate international wire transfers, including foreign exchange wires, in person. With that understanding, Customer and Bank further agree as follows:

1. In accordance with the terms of this Agreement, Bank may upon instruction from a person who reasonably appears to be an authorized Customer representative:
 - a. Transfer funds from specified Customer Account(s) with Bank to any other specified Customer bank account(s), whether such account(s) is (are) with Bank or other bank(s); and
 - b. Transfer funds from Customer account(s) with Bank to any account(s) of a third party, whether such third party account(s) is (are) with Bank or other bank(s).

SO LONG AS BANK ACTS WITHIN REASONABLE CARE (IS NOT NEGLIGENT) IT SHALL HAVE NO LIABILITY WITH RESPECT TO TRANSFERS IDENTIFIED ABOVE. IN ANY INSTANCE WHERE BANK ACTS REASONABLY WITH RESPECT TO SAID TRANSFERS CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS BANK FROM ANY AND ALL CLAIMS, SUITS, LIABILITIES AND DAMAGES.

2. In order to transfer funds, the Customer will assign a password for each authorized representative for wire transfer purposes and submit the password(s) to the Bank on Attachment A. It is the Customer’s responsibility to secure passwords and promptly notify the Bank should the passwords be compromised. Customer’s authorized representative will be required to use their password at the time of each wire transfer request and the Customer hereby authorizes the Bank to use any password prompting question and answer as completed by Customer on Attachment B to assist in such process. Bank will not be obligated to honor any wire transfer request unless, at the time of a request, Customer’s authorized representative properly identifies himself and states the correct password. Customer agrees that it, and not the Bank, has control over Customer’s computer systems; accordingly, Customer assumes all liability related to securing connectivity and lines to the proper computer as well as all liability attributable, in whole or in part, to the compromise of security, security breaches, or loss of control over the physical security of Customer’s computer systems, hardware and software. Customer shall be solely responsible for and agrees to fully indemnify, defend and hold Bank harmless from any and all losses, damages, claims, and/or lawsuits which arise out of Customer’s failure of Customer’s security procedures with respect to passwords, security tokens, and Customer’s hardware/ software, computer system, internet and/or email security. If for whatever reason any of the foregoing are compromised by a third party or employee/representative of Customer, Customer shall bear the full responsibility for any resulting loss, damages, claims or lawsuits and shall fully defend, indemnify and hold Bank harmless from same.
3. Bank may, at Bank’s sole discretion, and without liability for failing to do so, call one of Customer’s authorized representatives (other than the representative who originated the request) to authenticate a request prior to initiating a transfer. If Bank is unable to authenticate such request, Bank may, at Bank’s option, refuse to make the requested transfer.
4. Bank may rely upon the oral or written instructions which reasonably appear to be made by any of the authorized representatives listed in Attachment A until Bank’s Wire Transfer Department has received written notice from Customer specifying a change therein.
5. Bank is authorized to electronically record telephone conversations between Bank and Customer’s authorized representatives. The decision to record a call is solely within the Bank’s discretion and Bank shall have no liability for failing to do so.
6. **Upon request, Bank will email and/or fax daily wire advices or confirmations.** Customer shall immediately review and reconcile its bank statements and immediately report in writing to Bank any discrepancies between Customer’s records and the notification forwarded by Bank. Bank shall not bear any responsibility or liability for discrepancies not reported immediately.
7. Transfer requests will at no time exceed the available balance in the Customer’s account(s) at the Bank, as determined by the Bank. Customer shall be liable for any funds transferred upon proper instructions by Customer, whether or not such amount exceeds the available balance at the Bank.
8. All requests by Customer for transfers shall conform to the operating procedures as Bank may from time to time prescribe. Bank may change these procedures upon written notice to Customer and Bank reserves the right to, without written notice, alter procedures in the event Bank’s systems are down if providing written notice would impede Bank’s ability to meet certain deadlines. Customer further agrees that it will prevent the disclosure within and outside of its organization, except on a “need to know” basis, of any of the Bank’s procedures relating to transfers of funds. If the confidentiality of the procedures is compromised, Customer will notify the Bank immediately and shall indemnify, defend and hold harmless Bank from any loss, claim, damage or lawsuit attributable to any unauthorized disclosure described in this paragraph.
 - a. All wire transfer requests received between 9:00 AM and 4:00 PM CST will be processed the same day. Wire transfer requests may be submitted via email at WireDeskNTX@ibt.com or by contacting the Wire Transfer Department at 214.544.4600, option 5.

9. BANK'S DUTIES AND RESPONSIBILITIES ARE LIMITED TO THOSE DESCRIBED IN THIS AGREEMENT. UNLESS INDICATED OTHERWISE, BANK WILL USE REASONABLE CARE IN PERFORMING UNDER THIS AGREEMENT AND WILL BE RESPONSIBLE FOR ANY LOSS SUSTAINED BY CUSTOMER ONLY TO THE EXTENT SUCH LOSS IS NOT CAUSED BY CUSTOMER VIOLATING ANY PROVISION OF THIS AGREEMENT, AND IS CAUSED SOLELY BY BANK'S FAILURE TO REASONABLY RELY UPON CUSTOMER'S WIRING INSTRUCTIONS; HOWEVER, IN SUCH CASE, LIABILITY WILL EXTEND ONLY, AT MOST, TO THE AMOUNT OF THE WIRE, LESS MONIES MITIGATED BY WHATEVER MEANS (INCLUDING, BUT NOT LIMITED TO INSURANCE PROCEEDS AND/OR CRIMINAL RESTITUTION). BANK WILL NOT BE RESPONSIBLE FOR LIABILITY, LOSS, OR DAMAGE RESULTING FROM: A) CUSTOMER'S FAILURE TO FOLLOW THIS AGREEMENT OR OTHER PROCEDURES FOR WIRE TRANSFERS OF WHICH BANK HAS NOTIFIED CUSTOMER; B) ANY DELAY IN THE PERFORMANCE BY BANK OF, OR FAILURE TO PERFORM, THE PROVISIONS OF THE AGREEMENT WHICH IS CAUSED BY AN ACT OF GOD, FIRE OR OTHER CATASTROPHE, ELECTRICAL OR COMPUTER FAILURE; C) ACTS OF, DELAYS OR FAILURE TO ACT BY ANY CARRIER AND/OR AGENT OPERATION BETWEEN BANK AND CUSTOMER, OR BY RECIPIENTS OF TRANSFERRED FUNDS AND THEIR PERSONNEL; OR, D) WITHOUT LIMITING THE GENERALITY OF THE FOREGOING; OR E) ANY OTHER CAUSE BEYOND BANK'S CONTROL. FURTHERMORE, BANK WILL NOT UNDER ANY CIRCUMSTANCES BE RESPONSIBLE OR LIABLE FOR CUSTOMER'S INDIRECT OR CONSEQUENTIAL DAMAGES, DAMAGES BEYOND WIRE AMOUNTS SUCH AS DAMAGES FOR LOST PROFITS, DOWNTIME FOR CUSTOMER'S PERSONNEL, COMPUTER REPAIR, SECURITY ENHANCEMENT OR REPAIR, ETC.
10. CUSTOMER WILL INDEMNIFY, DEFEND, AND HOLD BANK HARMLESS FROM ANY CLAIMS, DEMANDS, EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES), LOSSES, ACTUAL DAMAGES, DAMAGES OR PUNITIVE DAMAGES ARISING OUT OF BANK'S REASONABLE RELIANCE UPON WIRE TRANSFER DIRECTIVES FROM PERSONS REASONABLY APPEARING TO BE CUSTOMER'S AUTHORIZED REPRESENTATIVE(S) AND WHICH TRANSFERS ARE MADE BY BANK. CUSTOMER SHALL HAVE NO RIGHT TO REVERSE, ADJUST, OR REVOKE A TRANSFER REQUEST AFTER THE BANK RECEIVES IT, EXCEPT UNDER MUTUAL AGREEMENT.
11. **Governing Law, Arbitration, and Venue** - This Agreement is governed by the laws of the state of Texas. Any controversy or claim arising out of or relating to this Agreement, or the breach hereof, shall be settled by arbitration in the City of McKinney, Texas in accordance with Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof. This agreement to arbitrate shall be specifically enforceable under applicable law in any court of competent jurisdiction. You hereby submit to jurisdiction in the State of Texas for any action or cause arising out of this Agreement, agree that venue shall be in State District Courts of Collin County, Texas, or the applicable Federal Courts for the Eastern District of Texas and waive any and all rights to object to such venue.
12. **This agreement will be governed by the laws of the State of Texas. Venue for any dispute regarding this Agreement shall be the State County Court at Law or District Courts of Collin County, Texas of the applicable court of the United States District Courts for the Eastern District of Texas. This Agreement will remain in effect until the Bank or Customer receives written notification to terminate the agreement or all of the accounts referenced in Attachment A of this agreement are closed.**



RAISING STANDARDS TOGETHER

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