



## Account Disclosure Packet Terms and Conditions of Your Account

Applicable to all accounts except CDs and IRAs

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- (1) Important Information about Procedures for Opening a New Account.** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account

What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

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

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

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

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

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

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

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

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

You will be liable for our costs as well as for our reasonable attorneys' fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your account. This includes, but is not limited to, disputes between you and another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your account. This also includes any action that you or a third party takes regarding the account that causes us, in good faith, to seek the advice of an attorney, whether or not we become involved in the dispute. All costs and attorneys' fees can be deducted

from your account when they are incurred, without notice to you.

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

(5) **Withdrawals.**

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

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

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

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

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

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

**A Temporary Debit Authorization Hold Affects Your Account Balance.** On debit card purchases, merchants may request a temporary hold on your account for a specified sum of money, which may be more than the actual amount of your purchase. When this happens, our processing system cannot determine that the amount of the hold exceeds the actual amount

of your purchase. This temporary hold, and the amount charged to your account, will eventually be adjusted to the actual amount of your purchase, but it may be up to three days before the adjustment is made. Until the adjustment is made, the amount of funds in your account available for other transactions will be reduced by the amount of the temporary hold. If another transaction is presented for payment in an amount greater than the funds left after the deduction of the temporary hold amount, that transaction will be a nonsufficient funds (NSF) transaction if we do not pay it or an overdraft transaction if we do pay it. You will be charged an NSF or overdraft fee according to our NSF or overdraft fee policy. You will be charged the fee even if you would have had sufficient funds in your account if the amount of the hold had been equal to the amount of your purchase.

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

**(6) Uniform Single-Party or Multiple-Party Account Selection Form Notice.** The type of account you select may determine how property passes on your death. Your will may not control the disposition of funds held in some of the following accounts. You may choose to designate one or more convenience signers on an account, even if the account is not a convenience account. A designated convenience signer may make transactions on your behalf during your lifetime, but does not own the account during your lifetime. The designated convenience signer owns the account on your death only if the convenience signer is also designated as a P.O.D. payee or trust account beneficiary.

**Single-Party Account Without "P.O.D." (Payable on Death) Designation.** The party to the account owns the account. On the death of the party, ownership of the account passes as a part of the party's estate under the party's will or by intestacy.

**Single-Party Account With "P.O.D." (Payable on Death) Designation.** The party to the account owns the account. On the death of the party, ownership of the account passes to the P.O.D. beneficiaries of the account. The account is not a part of the party's estate.

**Multiple-Party Account Without Right of Survivorship.** The parties to the account own the account in proportion to the parties' net contributions to the account. The financial institution may pay any sum in the account to a party at any time. On the death of a party, the party's ownership of the account passes as a part of the party's estate under the party's will or by intestacy.

**Multiple-Party Account With Right of Survivorship.** The parties to the account own the account in proportion to the parties' net contributions to the account. The financial institution may pay any sum in the account to a party at any time. On the death of a party, the party's ownership of the account passes to the surviving parties.

**Multiple-Party Account With Right of Survivorship and "P.O.D." (Payable on Death) Designation.** The parties to the account own the account in proportion to the parties' net contributions to the account. The financial institution may pay any sum in the account to a party at any time. On the death of the last surviving party, the ownership of the account passes to the P.O.D. beneficiaries.

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

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

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

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

We may accept an order to stop payment on any item from any one of you. You must make any stop-payment order in the manner required by law; it must be made in a dated, authenticated record that describes the item with certainty. (Generally, a "record" is information that is stored in such a way that it can be retrieved and can be heard or read and understood -you can ask us what type of stop payment records you can give us). We must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. Because stop-payment orders are handled by computers, to be effective, your stop-payment order must precisely identify the number, date, and amount of the item, and the payee.

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

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

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

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

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

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

**(12) Statements.**

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

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

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

**Your Duty to Report Other Errors.** In addition to your duty to review your statements for unauthorized signatures, alterations and forgeries, you agree

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

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

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

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

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

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

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

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

**(18) Truncation, Substitute Checks, and Other Check Images.** If you truncate an original check and create a substitute check, or other paper or electronic

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

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

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

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

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

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

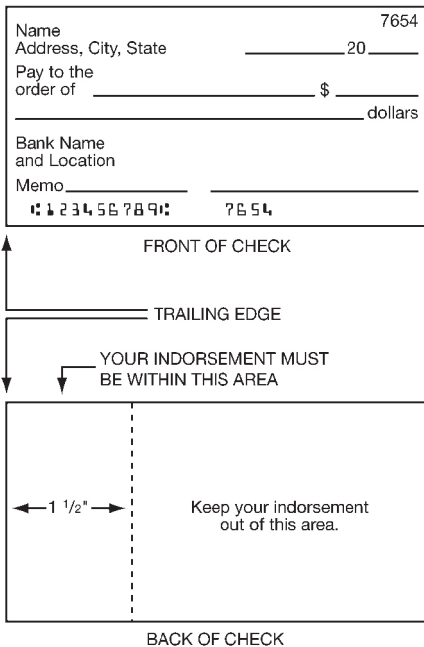
**(23) Restrictive Legends or Indorsements.** The automated processing of the large volume of checks we receive prevents us from inspecting or looking for restrictive legends, restrictive indorsements or other special instructions on every check. Examples of restrictive legends placed on checks are "must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

**(24) Account Transfer.** This account may not be transferred or assigned without our prior written consent.

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

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

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



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

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

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

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

**(29) Legal Actions Affecting Your Account.** If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your account (termed "legal action" in this section), we will comply with that legal action. Or, in our discretion, we may freeze the assets in the account and not allow any payments out of the account until a final court determination regarding the legal action. We may

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

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

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

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

**(32) Monitoring and Recording Telephone Calls and Consent to Receive Communications.** We may monitor or record phone calls for security reasons, to maintain a record and to ensure that you receive courteous and efficient service. You consent in advance to any such recording. We need not remind you of our recording before each phone conversation.

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

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

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

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

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

**(33) Claim of Loss.** If you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the

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

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

**(35) Address or Name Changes.** You are responsible for notifying us of any

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

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

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

**(38) Additional Terms.**

Rev. 12/2010

## FACTS

### WHAT DOES *LEGEND BANK* DO WITH YOUR PERSONAL INFORMATION?

#### Why?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

#### What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and income
- Account balance and payment history
- Credit history and credit scores

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

#### How?

All financial companies need to share customer's personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customer's personal information; the reasons *Legend Bank* chooses to share; and whether you can limit this sharing.

#### Reasons we can share your personal information Does Legend Bank share? Can you limit this sharing?

Reasons we can share your personal information	Does Legend Bank share?	Can you limit this sharing?
<b>For our everyday business purposes—</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes—</b> to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	Yes	No
<b>For our affiliates' everyday business purposes—</b> information about your transactions and experiences	Yes	No

**Reasons we can share your personal information Does Legend Bank share? Can you limit this sharing?**

<b>For our affiliates' everyday business purposes—</b> information about your creditworthiness	No	We don't share
<b>For nonaffiliates to market to you</b>	No	We don't share

**Questions?** Call 800-873-5604 or go to [www.legend-bank.com](http://www.legend-bank.com)

**Who we are**

<b>Who is providing this notice?</b>	Legend Bank Legend Bancorp, Inc.
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**What we do**

<b>How does Legend Bank protect my personal information?</b>	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.  <b>We use a layered security approach including encryption, firewalls, control access and other best practice security measures.</b>
<b>How does Legend Bank collect my personal information?</b>	We collect your personal information, for example, when you <ul style="list-style-type: none"> <li>• open an account or deposit money</li> <li>• pay your bills or apply for a loan</li> <li>• use your debit card</li> </ul> <b>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</b>
<b>Why can't I limit all sharing?</b>	Federal law gives you the right to limit only <ul style="list-style-type: none"> <li>• sharing for affiliates' everyday business purposes—information about your creditworthiness</li> <li>• affiliates from using your information to market to you</li> <li>• sharing for nonaffiliates to market to you</li> </ul> <b>State laws and individual companies may give you additional rights to limit sharing.</b>

**Definitions**

<b>Affiliates</b>	Companies related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> <li>• <i>Our affiliates include financial companies such as Legend Bank and Legend Bancorp, Inc.</i></li> </ul>
<b>Nonaffiliates</b>	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> <li>• <i>Legend Bank does not share with nonaffiliates so they can market to you.</i></li> </ul>
<b>Joint marketing</b>	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> <li>• <i>Our joint marketing partners include debit card companies; insurance companies; and investment and advisory companies.</i></li> </ul>

## YOUR ABILITY TO WITHDRAW FUNDS

### **CHECK CLEARING POLICIES**

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 them to pay checks that you have written. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before the close of a business day, we will consider that day to be the day of your deposit. However, if you make a deposit after close of business or on a day we are not open, we will consider that deposit was made on the next business day we are open. Our cut-off times for deposits to be credited on day of deposit are as of the posted closing time of each location. Deposits made during business hours on Saturday will be posted on the next business day. Funds deposited by Remote Deposit Capture or Mobile Capture the cut-off time is 5:00pm.

### **LONGER DELAYS MAY APPLY**

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

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

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

Visit [www.legend-bank.com](http://www.legend-bank.com)

We will notify you if we delay a withdrawal of funds for any of these reasons, and will tell you when the funds will be available. The funds 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 (and you may have to use a special deposit slip). The excess over \$5,000 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000.00 will not be available until the second business day after the day of your deposit. Funds from all other check deposits will be available on the ninth business day after the day of your deposit.

### **HOLDS ON OTHER FUNDS (Check Cashing)**

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

### **HOLDS ON OTHER FUNDS (Other Account)**

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 the disclosure for type of check that you deposited.

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## Notice of Negative Information (Pre-sharing)

Federal law requires us to provide the following notice to customers before any "negative information" may be furnished to a nationwide consumer reporting agency. "Negative information" means information concerning delinquencies, late payments, insolvency, or any form of default. This notice does not mean that we will be reporting such information about you, only that we may report such information about customers that have not done what they are required to do under our agreement.

After providing this notice, additional negative information may be submitted without providing another notice.

\*\*\*\*

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



## Consumer Schedule of Fees

<b>ATM/Check Card Services</b>	
Legend Bank ATMs	No charge
Foreign ATM/Money Transfer fee*	\$2.00 (Non-Legend ATM)*
Non-Legend ATM Balance Inquiries*	\$1.00
Lost/Replacement Card	\$5.00
International Debit Card Fee for International Currency Conversions	1% of transaction
<b>Safe Deposit Boxes (where available) Annual Rental Fees:</b>	
3 x 5 Box	\$25.00
4 x 5 Box	\$30.00
5 x 5 Box	\$35.00
3 x 10 Box	\$35.00
4 x 10 Box	\$40.00
5 x 10 Box	\$50.00
6 x 10 Box	\$55.00
10 x 10 Box	\$100.00
15 x 10 Box	\$125.00
Drill and Replace Lock	\$100.00 min or locksmith fee
Key Replacement	\$20.00
<b>Miscellaneous:</b>	
Account Inquiries	
Online Inquiry	Free
Telephone Inquiry	\$1.00 each
Bill Payment Service (per month)	
If less than 4 payments	\$5.00
If 4 or more are made	No charge
Cashier's Checks	\$5.00 each
Check Cashing Fee (where available)	2% or \$5 minimum
Coin Counting Fee	2% of value
Collections:	
Domestic Incoming & Outgoing**	\$15.00
Immediate Credit on Auto Drafts	\$25.00
Foreign Outgoing Collections**	\$50.00/each

<b>Miscellaneous Continued</b>	
Early Closing Penalty (Account Closed within 30 Days)	\$15.00
External Transfers (Online Banking)	\$3.00/each
Fax Service:	
1st page \$3.00, Additional \$1.00 each	
Garnishments/Levies/Freezes	\$100.00 plus attorney fees
Hold Checks/Debit Card Inactive Fee***	\$10.00 \$5.00/month
Insufficient Funds Fee (NSF) Returned Item Fee	\$32.00
Insufficient Funds Fee (NSF) Paid (Overdraft) Fee	\$32.00
Overdraft Charge Off Fee	\$25.00
Overdraft Protection Transfer Fee	\$5.00
Paper Statements (Except Minor Savings and Senior Accounts)	\$5.00/month
Photocopies	\$1.00 each
Pop Money Transaction	\$0.55
Research Work (per hour, 1 hour minimum)	\$25.00
Research Work (per copy)	\$1.00
Returned Deposited Item	\$6.00
Returned Mail Fee	\$5.00/each
Special Statement Cutoff	\$15.00
Statement Copy	\$2.00
Statement Reconciliation (per hour, 1 hour minimum)	\$25.00
Stop Payment Fee	\$32.00
Telephone Transfers (Voice Response and Online)	Free
Telephone Transfers (Staff Assisted)	\$2.00
Temporary Checks	\$0.25/each
Wire Transfers:	
Incoming Wires	\$5.00
Outgoing Domestic Wires	\$20.00
Outgoing Foreign Wires**	\$60.00

\*The ATM owner may charge additional transaction fees

\*\*Does not include foreign bank fees.

\*\*\*An account with no customer initiated transactions for 6 months is considered Inactive. If the account stays inactive 12 months it is Dormant. A fee no longer applies but transactions will be limited. Contact branch for more information on how to keep your account active.

## Business Schedule of Fees

<b>ATM/Check Card Services:</b>	
Legend Bank ATMs	No charge
Foreign ATM/Money Transfer fee*	\$2.00 (Non-Legend ATM)*
Non-Legend ATM Balance Inquiries*	\$1.00
Lost/Replacement Card	\$5.00
International Debit Card Fee for International Currency Conversions	1% of transaction
<b>Safe Deposit Boxes (where available)</b>	
<b>Annual Rental Fees:</b>	
3 x 5 Box	\$25.00
4 x 5 Box	\$30.00
5 x 5 Box	\$35.00
3 x 10 Box	\$35.00
4 x 10 Box	\$40.00
5 x 10 Box	\$50.00
6 x 10 Box	\$55.00
10 x 10 Box	\$100.00
15 x 10 Box	\$125.00
Drill and Replace Lock	Locksmith fee
Key Replacement	\$20.00
<b>Miscellaneous:</b>	
Account Inquiries	
Online Inquiry	Free
Telephone Inquiry	\$1.00 each
Cashier's Checks	\$5.00 each
Strapped Currency	\$.35 each
Rolled Coin	\$.07 each
Check Cashing Fee (where available)	2% or \$5 minimum
Coin Counting Fee	2% of value
Collections:	
Domestic Incoming & Outgoing**	\$15.00
Immediate Credit on Auto Drafts	\$25.00
Foreign Outgoing Collections**	\$50.00/each
Early Closing Penalty (Account closed within 30 days)	\$15.00
External Transfers (Online Banking)	\$3.00

<b>Miscellaneous Continued</b>	
Fax Service:	
1st page \$3.00, Additional \$1.00 each	
Garnishments/Levies/Freezes	\$100.00 plus attorney fees
Hold Checks/Debit Card	\$10.00
Inactive Fee***	\$5.00/month
Insufficient Funds Fee (NSF)	\$32.00
Returned Item Fee	
Insufficient Funds Fee (NSF) Paid (Overdraft) Fee	\$32.00
Night Deposit Bag with Key	\$22.50
Overdraft Charge Off Fee	\$25.00
Overdraft Protection Transfer Fee	\$5.00
Paper Statements	\$5.00/month
Photocopies	\$1.00 each
Pop Money Transaction	\$0.55
Research Work (per hour, 1 hour minimum)	\$25.00
Research Work (per copy)	\$1.00
Returned Deposited Item	\$6.00
Returned Mail Fee	\$5.00/each
Special Statement Cutoff	\$15.00
Statement Copy	\$2.00
Statement Reconciliation (per hour, 1 hour minimum)	\$25.00
Stop Payment Fee	\$32.00
Telephone Transfers (Voice Response and Online)	Free
Telephone Transfers (Staff Assisted)	\$2.00
Temporary Checks	\$0.25/each
Wire Transfers:	
Incoming Wires	\$5.00
Outgoing Domestic Wires	\$20.00
Outgoing Foreign Wires**	\$60.00
Outgoing Domestic Wires (Online Banking)	\$15.00
Zero Balance Account Monthly Fee	\$25.00
Money Service Business Servicing Fee	\$500.00/month

\*The ATM owner may charge additional transaction fees.

\*\*Does not include foreign bank fees.

\*\*\*An account with no customer initiated transactions for 6 months is considered Inactive. If the account stays inactive 12 months it is Dormant. A fee no longer applies but transactions will be limited. Contact branch for more information on how to keep your account active.

# Rate Sheet

Interest Rates Subject To Change

RATE CODE	PRODUCTS	MINIMUM DEPOSIT TO OPEN	MINIMUM BALANCE TO EARN INTEREST	INTEREST RATE	ANNUAL PERCENTAGE YIELD (APY)*
<b>Checking Products</b>					
11	Int Bearing/Individual, Business Interest, Pol Subdivision, Com, Non-Profit, Legend Club Interest Checking, Senior Interest Checking	\$100	Under \$25,000	0.05%	0.05%
			\$25,000 - \$49,000	0.10%	0.10%
			\$50,000 & Greater	0.10%	0.10%
13	Money Fund/Individual, Commercial		Under \$25,000	0.20%	0.200%
			\$25,000 - \$49,999	0.35%	0.350%
			\$50,000 - \$99,999	0.45%	0.450%
			\$100,000 - \$249,999	0.55%	0.550%
			\$250,000 - \$999,999	0.75%	0.750%
			\$1,000,000 & Greater	1.75%	1.760%
70	Ultimate Checking (Non-Qualifying Rate)	\$100.00	\$0.00 & Greater	0.01%	0.01%
71	Ultimate Checking (Qualifying Rate)	\$100.00	\$0.00 - \$10,000	1.01%	1.01%
			\$10,001 & Greater	0.20%	0.20%
72	Ultimate Saver (Non-Qualifying Rate)	\$100.00	\$0.00 & Greater	0.01%	0.01%
73	Ultimate Saver	\$100.00	\$0.00 - \$10,000	0.40%	0.40%
			\$10,001 & Greater	0.20%	0.20%
76	Legendary Checking (Non-Qualifying Rate)	\$100.00	\$0.00 - Greater	0.01%	0.01%
77	Legendary Checking (Qualifying Rate)	\$100.00	\$0.00 - \$25,000	1.98%	2.00%
			\$25,001 & Greater	0.20%	0.20%
28, 37	Cash Management and CM Pol Subdivision	\$10,000	\$10,001 - \$24,999	0.15%	0.15%
			\$25,000 - \$49,999	0.15%	0.15%
			\$50,000 - \$499,000	0.15%	0.15%
			\$500,000 & Greater	0.15%	0.15%
67	Business Interest Analyzed		Under \$50,000	0.25%	0.25%
			\$50,000 - \$250,000	0.50%	0.50%
			\$250,000 & Greater	0.70%	0.70%
<b>Saving Products</b>					
21	Regular Savings	\$250.00		0.15%	0.15%
	Minor Savings (17 years or less)	\$100.00		0.15%	0.15%
	Business Savings	\$500.00		0.15%	0.15%
11	Transaction Savings	n/a	Under \$25,000	0.05%	0.05%
			\$25,000 - \$49,999	0.10%	0.10%
			\$50,000 & Greater	0.10%	0.10%
<b>IRA Products</b>					
19	6 Months	\$500.00		0.60%	0.60%
20	12 Months	\$500.00		0.91%	0.91%
27	18 Months	\$500.00		1.00%	1.00%
22	18 Month Variable	\$500.00		1.00%	1.00%
23	24 Months	\$500.00		1.25%	1.25%
24	36 Months	\$500.00		1.35%	1.36%
25	48 Months	\$500.00		1.45%	1.46%
26	60 Months	\$500.00		1.85%	1.86%

### Certificate of Deposit\*\* (\$1,000.00 - \$99,999.00)

RATE CODE	TERM	MINIMUM DEPOSIT TO OPEN	INTEREST RATE	ANNUAL PERCENTAGE YIELD (APY)*
8	7-31 Days	\$2,500.00	0.10%	0.10%
9	90 Days	\$2,500.00	0.20%	0.20%
10	6 Months	\$2,500.00	0.60%	0.60%
1	12 Months	\$1,000.00	0.91%	0.91%
6	18 Months	\$1,000.00	1.00%	1.00%
2	24 Months	\$1,000.00	1.25%	1.25%
3	36 Months	\$1,000.00	1.35%	1.36%
4	48 Months	\$1,000.00	1.45%	1.46%
5	60 Months	\$1,000.00	1.85%	1.86%

### Certificate of Deposit\*\* (\$100,000.00 & Above)

30	30 Days	\$100,000.00	0.10%	0.10%
31	60 Days	\$100,000.00	0.15%	0.15%
32	90 Days	\$100,000.00	0.20%	0.20%
33	6 Months	\$100,000.00	0.70%	0.70%
34	12 Months	\$100,000.00	1.01%	1.01%
38	18 Months	\$100,000.00	1.10%	1.10%
39	24 Months	\$100,000.00	1.35%	1.36%
40	36 Months	\$100,000.00	1.45%	1.46%
41	48 Months	\$100,000.00	1.55%	1.56%
42	60 Months	\$100,000.00	1.95%	1.96%

### Liquid Certificate of Deposit

65	6 Months	\$100,000.00	Under \$100,000	0.70%	0.70%
			\$100,000 & Greater	1.75%	1.76%

### Earnings Credit Rate

29	\$100,000.00	1.00%
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MINIMUMS REQUIRED TO OPEN MOST ACCOUNTS. PLEASE SEE TERMS AND CONDITIONS FOR MORE INFORMATION ON ALL ACCOUNTS.

FOR ACCOUNTS WITH QUALIFYING RATES, CERTAIN RESTRICTIONS MUST BE MET--CONTACT US FOR MORE INFORMATION.

\*ANNUAL PERCENTAGE YIELD (APY) -ACCURATE AS OF JUNE 28, 2019 AND SUBJECT TO CHANGE WITHOUT NOTICE.

APY ASSUMES THE PRINCIPAL AND EARNED INTEREST REMAIN ON DEPOSIT UNTIL MATURITY. FEES MAY REDUCE EARNINGS.

\*\*THERE IS A PENALTY FOR EARLY WITHDRAWAL. RATES MAY CHANGE AFTER THE ACCOUNT IS OPENED. MEMBER FDIC

### ELECTRONIC FUND TRANSFERS YOUR RIGHTS AND RESPONSIBILITIES

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

#### TYPES OF TRANSFERS, FREQUENCY AND DOLLAR LIMITATIONS

**(a) 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 accounts

**(b) Telephone Transfers.** You may access your account(s) by telephone at 1-888-720-7599 using a touch tone phone, your account numbers, and personal identification number to:

Transfer funds from checking to savings

Transfer funds from savings to checking

Make payments from checking to loan accounts

Make payments from savings to loan accounts with us

Get checking account(s) information

Get savings account(s) information

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

Get cash withdrawals from checking accounts you may withdraw no more

than \$500.00 per day/card

Get cash withdrawals from savings accounts you may withdraw no more than \$500.00 per day/card

Transfer funds from savings to checking

Transfer funds from checking to savings

Get checking account(s) information

Get savings account(s) information

**(d) 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 \$2,000.00 per day per card for pin or signature based transactions.

**(e) Computer Transfers.** You may access your account(s) by computer through our online banking product available on our website and using your assigned password to:

Transfer funds from checking to savings

Transfer funds from savings to checking

Transfer funds from person to person

Make payments from checking to loan accounts with us.

Make payments from savings account to loan accounts with us

Make payments from checking to other vendors through Bill Pay

Get checking account(s) information

Get savings account(s) information

Get loan or CD account information

Bill Pay to make personal payments from checking

- (f) **Mobile Banking Transfers.** You may access your account(s) by web-enabled cell phone by enrolling in online/mobile banking and using your web-enabled cell phone to:

Transfer funds from checking to savings

Transfer funds from savings to checking

Make payments from checking to loan accounts with us

Make payments from savings to loan accounts with us

Get checking account(s) information

Get savings account(s) information

Get loan and CD information

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

- (g) **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. You may:

Make payments by electronic check from point of purchase/provide check by other means.

**Electronic returned check charge.** You may authorize a merchant or other payee to initiate an electronic fund transfer to collect a charge in the event a check is returned for insufficient funds. You may:

Make electronic payment of charges for checks returned for insufficient funds from some merchants or service providers.

#### GENERAL LIMITATIONS

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

Transfers or withdrawals from a savings account 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 6 per month. If you exceed the transfer limitations set forth above, your account shall be subject to closure.

#### FEES

For information regarding fees please see the Fee Schedule.

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

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

#### DOCUMENTATION

(a) **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 or point-of-sale terminal. You may not get a receipt if the amount of the transfer is \$15 or less.

(b) **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.

(c) **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

(a) **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 \$32.00 for each stop payment.

(b) **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.)

(c) **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

(a) **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 as explained in the separate Privacy Disclosure.

#### UNAUTHORIZED TRANSFERS

(a) **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.

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

**Mastercard Debit Card.** Additional Limits on Liability for Mastercard Debit Card. 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, and the circles design is a trademark of Mastercard International Incorporated.

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

#### ERROR RESOLUTION NOTICE

In Case of Errors or Questions About Your Electronic Transfers, Call or Write us at the telephone number or address listed below, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

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

(3) Tell us the dollar amount of the suspected error. If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days (5 business days 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:**

Call Center: 1-800-873-5604

Bank by Phone: 1-888-232-1770

Our cut-off times for deposits to be credited on day of deposit are as of the posted closing time of each location as disclosed in the "Your Ability to Withdraw Funds" disclosure.

**LEGEND BANK**  
**PO Box 1081, Bowie, TX 76230**

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## Important Notice

The contents of your safe deposit box are NOT insured against loss by this financial institution. For your protection, you may wish to obtain your own box content insurance from an insurance company of your own choice.

You should also keep a complete, up-to-date list and description of all property stored in your safe deposit box. This inventory and any other proof of ownership documents should be stored in another location, other than your safe deposit box.

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## IMPORTANT INFORMATION ABOUT YOUR CHECKING ACCOUNT

### Substitute Checks and Your Rights

#### What is a substitute check?

To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

#### What are my rights regarding substitute checks?

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500.00 of your refund (plus interest if your account earns interest) within 10 business days after we received

your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

#### How do I make a claim for a refund?

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at:

**LEGEND BANK**  
**101 W TARRANT ST**  
**BOWIE, TX 76230**  
**(800) 873-5604**

You must contact us within 60 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect); An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check or the following information to help us identify the substitute check:  
the check number, the amount of the check, the date of the check, and the name of the person to whom you wrote the check.

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## IMPORTANT INFORMATION REGARDING YOUR VISA-BRANDED DEBIT CARD

#### Non-Visa Debit Transaction Processing

We have enabled non-Visa debit transaction processing. This means you may use your Visa-branded debit card on a PIN-Debit Network\* (a non-Visa network) without using a PIN.

The non-Visa debit network(s) for which such transactions are enabled are: Plus, Accel Exchange and Cirrus Networks.

Examples of the types of actions that you may be required to make to initiate a Visa transaction on your Visa-branded debit card include signing a receipt, providing a card number over the phone or via the Internet, or swiping the card through a point-of-sale terminal.

Examples of the types of actions you may be required to make to initiate a transaction on a PIN-Debit Network include initiating a payment directly with the biller (possibly via telephone, Internet, or kiosk locations), responding to a logo displayed at a payment site and choosing to direct payment through that network, and having your identity verified using known information derived from an existing relationship with you instead of through use of a PIN.

The provisions of your agreement with us relating only to Visa transactions are not

applicable to non-Visa transactions. For example, the additional limits on liability (sometimes referred to as Visa's zero-liability program) and the streamlined error resolution procedures offered on Visa debit card transactions are not applicable to transactions processed on a PIN-Debit Network.

Unless you are grossly negligent you will not be liable for any unauthorized transactions using a lost or stolen Visa Card. This additional limit does not apply to ATM transactions or other transactions using your Personal Identification Number which are not processed by VISA.

\*Visa Rules generally define Pin-Debit Network as a non-Visa debit network that typically authenticates transactions by use of a personal identification number (PIN) but is not generally known for having a card program.

#### NOTICE OF ATM/NIGHT DEPOSIT FACILITY USER PRECAUTIONS

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

1. 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.

2. Mark each transaction in your account record, but not while at the ATM or night deposit facility. Always save your ATM receipts. Don't leave them at the ATM or night deposit facility because they may contain important account information.
3. Compare your records with the account statements you receive.
4. Don't lend your ATM card to anyone.
5. Remember to not leave your card at the ATM. Do not leave any documents at night deposit facility.
6. Protect the secrecy of your Personal Identification Number (PIN). Protect your ATM card as though it were cash if device has an embedded chip keep the device 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, unless it is to a trusted merchant initiated by you.
7. Never enter your PIN in any ATM that does not look genuine, has been modified, has a suspicious 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.
8. Prevent others from seeing you enter your PIN using your body to shield their view.
9. 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.
10. When you make a transaction, be aware of your surroundings. Look out for suspicious activity near the ATM or night deposit facility, particularly if it is after sunset. At night, be sure that the facility (including the parking area and walkways) is well lit. 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.
11. Don't accept assistance from anyone you don't know when using an ATM or night deposit facility.
12. If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, pocket your card and leave. You might consider using another ATM or coming back later.
13. Don't display your cash; pocket it as soon as the ATM transaction is completed and count the cash later when you are in the safety of your own car, home, or other secure surrounding.
14. 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.
15. We want the ATM and night deposit facility to be safe and convenient for you. Therefore, please let us know if you notice a problem with one of our facilities. Please report any suspicious activity or crimes to both the operator of the facility and the local law enforcement officials immediately.
16. When using your ATM card to make purchases online end transactions by logging out of the website instead of just closing the browser.

## Overdraft Privilege

In our effort to provide excellent customer service, we will, as a discretionary service and not as a right or obligation guaranteed to you, approve your reasonable overdrafts when your account is in good standing.

### Good standing includes the following criteria:

- You are making regular deposits consistent with your past practices.
- You have repaid prior overdraft balances.
- You are not in default on any loan obligation to us.

To provide the highest efficiency to the financial institution and the best customer service, we will pay checks and permit transactions to be paid up to an established overdraft limit per account for NSF (non-sufficient fund) items, although special arrangements or circumstances may change this amount. Any and all financial institution fees and charges, including, without limitation, the NSF/overdraft fees (as set forth in our fee schedules and our Account Disclosure) will be included as part of this limit. More than one NSF fee can be assessed per day depending on the number of checks presented and other withdrawals made from the account. The categories of transactions for which a fee for paying an overdraft may be imposed include checks, ATM transactions, debit card transactions, preauthorized automatic debits, telephone initiated transfers or other electronic transfers. Transactions may not be processed in the order in which they occurred. (see Payment Order of Items for more information). The order in which items are received and processed can affect the total amount of overdraft fees incurred.

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 systems 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.

We will mail you a letter to notify you immediately any time your account is overdrawn.

We are not obligated to pay any item presented for payment if your account does not contain sufficient collected (available) funds. Any discretionary service payment of any NSF item(s) does not obligate us to pay any additional NSF item(s) or to provide prior written notice of our decision to refuse to pay any additional NSF item(s).

If you would prefer Legend Bank not apply our Overdraft Privilege service to your account simply contact us at 1-800-873-5604 or contact a Personal Banker at your local branch. Please know that without some other form of overdraft protection such as a linked deposit account, your items may be returned and a fee assessed.

## Payment Order of Items

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

1. Our policy is to process internal transfers first; then checks cashed at Legend Bank. These will be processed in check number order on the day on which they are processed.
2. Secondly, we process electronic items (ATM and Point of Sale) in the order they are received on the day they are processed.
3. Third, we process ACH items in check number order if a check number is assigned.
4. Fourth, checks deposited at Legend Bank are posted in check number order.
5. Last, checks and similar items are processed numerically by the check number for the day on which they are processed.
6. If an ACH item or check does not have a check number, it will process before the other ACH items or checks and post in low to high dollar order.

If a check, item or transaction (other than ATM or everyday debit card transaction) is presented without sufficient funds in your account to pay it, we may, at our discretion, pay it (creating an overdraft) or return the item for insufficient funds (NSF). The amount 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. If you have any questions, please contact us at 1-800-873-5604.

## Home-Free Truth in Savings Disclosure

### Minimum Balance Requirements:

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

### Additional Terms

Home-Free is available to individuals. Benefits of the Home-Free accounts are free

debit cards, free on-line banking and free e-statements. If you require a paper statement you will receive a \$5.00 monthly fee. The Home-Free account has unlimited check writing. Please refer to attached Schedule of Fees for a list of fees associated with your account.

## Interest Checking Truth in Savings Disclosure

### Interest Bearing/Individual.

The interest rate and annual percentage yield as stated in the enclosed rate sheet are accurate as of June 28, 2019. If you would like more current rate and yield information please call us at 1-800-873-5604.

This disclosure contains the rules which govern your deposit account. Unless it would be inconsistent to do so, words and phrases used in this disclosure should be construed so that the singular includes the plural and the plural includes the singular.

We reserve the right to at any time require not less than seven days notice in writing before any withdrawal from an interest bearing account.

### Variable Rate

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

### Determination of rate

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

The interest rate for your account and annual percentage yield is based on tiered rates. See the rate sheet included in this packet for current rates and tiers.

### Frequency of rate change

We may change the interest rate on your account daily.

### Minimum balance requirements

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

To avoid the imposition of the service charge you must meet the following requirements:

A service charge of \$10.00 will be imposed every statement cycle if the balance in the account falls below \$1,500.00 any day of the statement cycle or

A service charge of \$10.00 will be imposed every statement cycle if the average daily balance of the statement cycle falls below \$3,000.00. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period.

The period we use is monthly.

### Compounding and Crediting

Interest will be compounded monthly. Interest will be credited monthly.

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

### Balance Computation Method

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

The period we use is 365 days.

### Accrual of interest on noncash deposits

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

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## Senior Interest Checking Truth In Savings Disclosure

The interest rate and annual percentage yield as stated in the enclosed rate sheet are accurate as of June 28, 2019. If you would like more current rate and yield information please call us at 1-800-873-5604.

This disclosure contains the rules which govern your deposit account. Unless it would be inconsistent to do so, words and phrases used in this disclosure should be construed so that the singular includes the plural and the plural includes the singular.

We reserve the right to at any time require not less than seven days notice in writing before any withdrawal from an interest bearing account.

### Variable Rate

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

### Determination of Rate

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

The interest rate for your account and annual percentage yield are shown on the rate sheet included in this packet.

### Frequency of rate change

We may change the interest rate on your account daily.

### Minimum balance requirements

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

### Compounding and Crediting

Interest will be compounded monthly. Interest will be credited monthly.

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

### Balance Computation Method

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

The period we use is 365 days.

### Accrual of interest on noncash deposits

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

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## Ultimate Checking Truth In Savings Disclosure

The interest rate and annual percentage yield as stated in the enclosed rate sheet are accurate as of June 28, 2019. If you would like more current rate and yield information please call us at 1-800-873-5604.

This disclosure contains the rules which govern your deposit account. Unless it would be inconsistent to do so, words and phrases used in this disclosure should be construed so that the singular includes the plural and the plural includes the singular.

We reserve the right to at any time require not less than seven days notice in writing before any withdrawal from an interest bearing account.

### Variable Rate

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

### Determination of rate

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

The interest rate for your account is based upon these transactions posting & clearing in the reward period: 12 Debit Card transactions; 1 direct deposit, ACH, or Auto debit; and Electronic statements received. See additional terms.

The initial interest rate on your account and annual percentage yield is shown on the rates sheet in this packet.

### Frequency of rate change

We may change the interest rate on your account daily.

### Minimum Balance Requirements

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

### Compounding and Crediting

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

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

### Balance Computation Method

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

The period we use is 365 days.

### Accrual of interest on noncash deposits

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

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## Ultimate Checking with Saver Truth In Savings Disclosure

The interest rate and annual percentage yield as stated in the enclosed rate sheet are accurate as of June 28, 2019. If you would like more current rate and yield information please call us at 1-800-873-5604.

This disclosure contains the rules which govern your deposit account. Unless it would be inconsistent to do so, words and phrases used in this disclosure should be construed so that the singular includes the plural and the plural includes the singular.



We reserve the right to at any time require not less than seven days notice in writing before any withdrawal from an interest bearing account.

**Variable Rate**

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

**Determination of rate**

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

The interest rate for your account is based upon these transactions posting & clearing in the reward period: 12 Debit Card transactions; 1 direct deposit, ACH or Auto debit; and Electronic statements received.

The initial interest rate on your account and annual percentage yield is shown on the rates sheet in this packet.

**Frequency of rate change**

We may change the interest rate on your account daily.

**Minimum Balance Requirements**

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

**Compounding and Crediting**

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

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

**Balance Computation Method**

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

The period we use is 365 days.

**Accrual of interest on noncash deposits**

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

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## Money Fund Truth In Savings Disclosure

The interest rate and annual percentage yield as stated in the enclosed rate sheet are accurate as of June 28, 2019. If you would like more current rate and yield information please call us at 1-800-873-5604.

This disclosure contains the rules which govern your deposit account. Unless it would be inconsistent to do so, words and phrases used in this disclosure should be construed so that the singular includes the plural and the plural includes the singular.

We reserve the right to at any time require not less than seven days notice in writing before any withdrawal from an interest bearing account.

**Variable Rate**

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

**Determination of Rate**

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

The interest rate for your account and annual percentage yield is based on tiered rates. See the rate sheet included in this packet for current rate and tiers.

**Frequency of rate change**

We may change the interest rate on your account daily.

**Minimum Balance Requirements**

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

To avoid the imposition of the service charge you must meet the following requirements:

A service charge of \$10.00 will be imposed every statement cycle if the balance in the account falls below \$2,500.00 any day of the statement cycle.

**Compounding and Crediting**

Interest will be compounded monthly. Interest will be credited monthly.

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

**Balance Computation Method**

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

The period we use is 365 days.

**Accrual of interest on noncash deposits**

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

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## Saver Truth In Savings Disclosure

The interest rate and annual percentage yield as stated in the enclosed rate sheet are accurate as of June 28, 2019. If you would like more current rate and yield information please call us at 1-800-873-5604.

This disclosure contains the rules which govern your deposit account. Unless it would be inconsistent to do so, words and phrases used in this disclosure should be construed so that the singular includes the plural and the plural includes the singular.

We reserve the right to at any time require not less than seven days notice in writing before any withdrawal from an interest bearing account.

**Variable Rate**

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

**Determination of Rate**

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

The interest rate for your account is based upon meeting the qualifications for your Ultimate Checking or Legendary Checking account. The initial interest rate on your account and annual percentage yield is shown on the rate sheet in this packet.

**Frequency of rate change**

We may change the interest rate on your account daily.

**Minimum Balance Requirements**

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

**Compounding and Crediting**

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

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

**Balance Computation Method**

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

The period we use is 365 days.

**Accrual of interest on noncash deposits**

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

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## Regular Savings Account Truth In Savings Disclosure

The interest rate and annual percentage yield as stated in the enclosed rate sheet are accurate as of June 28, 2019. If you would like more current rate and yield information please call us at 1-800-873-5604.

This disclosure contains the rules which govern your deposit account. Unless it would be inconsistent to do so, words and phrases used in this disclosure should be construed so that the singular includes the plural and the plural includes the singular.

We reserve the right to at any time require not less than seven days notice in writing before any withdrawal from an interest bearing account.

**Variable Rate**

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

**Determination of Rate**

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

The interest rate for your account and annual percentage yield is shown on the rate sheet in this packet.

**Frequency of rate change**

We may change the interest rate on your account daily.

**Minimum Balance Requirements**

You must deposit at least \$250.00 to open this account.

A service charge of \$5.00 will be imposed every quarter if the average daily balance for the account falls below \$250.00. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period.

The period we use is quarterly.

**Compounding and Crediting**

Interest will be compounded quarterly. Interest will be paid quarterly.

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

**Balance Computation Method**

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

The period we use is quarterly.

**Accrual of interest on noncash deposits**

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

**Transaction Limitations**

During any calendar 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 or telephone order or instruction, computer transfer, or by check, draft, debit card or similar order to a third party.

No service charge for 12 or fewer withdrawals per statement cycle (quarterly). \$2.00 service charge quarterly for each withdrawal over 12.

**Minor Savings Account Truth In Savings Disclosure**

The interest rate and annual percentage yield as stated in the enclosed rate sheet are accurate as of June 28, 2019. If you would like more current rate and yield information please call us at 1-800-873-5604.

This disclosure contains the rules which govern your deposit account. Unless it would be inconsistent to do so, words and phrases used in this disclosure should be construed so that the singular includes the plural and the plural includes the singular.

We reserve the right to at any time require not less than seven days notice in writing before any withdrawal from an interest bearing account.

**Variable Rate**

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

**Determination of Rate**

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

The interest rate for your account and annual percentage yield is shown on the rate sheet in this packet.

**Frequency of rate change**

We may change the interest rate on your account daily.

**Minimum Balance Requirements**

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

A service charge of \$5.00 will be imposed every quarter if the average daily balance for the account falls below \$100.00. The average daily balance is calculated by

adding the principal in the account for each day of the period and dividing that figure by the number of days in the period.

The period we use is quarterly.

**Compounding and Crediting**

Interest will be compounded quarterly. Interest will be paid quarterly.

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

**Balance Computation Method**

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

The period we use is quarterly.

**Accrual of interest on noncash deposits**

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

**Transaction Limitations**

During any calendar 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 or telephone order or instruction, computer transfer, or by check, draft, debit card or similar order to a third party.

No service charge for 12 or fewer withdrawals per statement cycle (quarterly). \$2.00 service charge quarterly for each withdrawal over 12.

**CDs and IRAs**

You will receive information with your CD and/or IRA at renewal.

**Certification Regarding Internet Gambling**

By keeping this current business account, the business agrees that it does not engage in an internet gambling business within the meaning of Federal Reserve Regulation GG.

**Basic Business Checking**

An account designed for businesses with limited transactions and cash activity each month that prefers to have no balance requirements or monthly fees.

<b>Minimum balance to open:</b>	\$100.00	<b>Monthly Statements:</b>	
<b>Monthly maintenance fee:</b>	Free	Electronic Statement Delivery*	Free
<b>Electronic transactions:</b>	Free	Paper Statement	\$5.00 per month
<b>Processing of Non-electronic items:</b> (i.e. checks written, deposited items, deposits)		<b>*E-Statement Enrollment</b>	
First 100 items/month	Free	To sign up for E-statements, please visit one of our branches so that we may enroll your business account in online banking.	
Each additional item processed	\$0.35	<i>If you are already enrolled in Online Banking, sign up for E-statements by logging in to Online Banking and visiting the "User Services" tab where you will find an E-statement sign up link.</i>	
<b>Basic Business Online Banking:</b> (i.e. inquiries, transfers)	Free	<b>Note: A fee may be assessed to receive a paper statement for some products. You may sign up for E-statements to avoid a paper statement fee.</b>	
<b>Bill Pay Service:</b>			
Less than 4 payments/month	\$0.00		
4-15 payments /month	Free		
Each payment over 15/month	\$0.60		

## Preferred Business Checking

An account designed for businesses with low to moderate transaction activity each that prefers a lower balance requirement to avoid the monthly fee.

<b>Minimum balance to open:</b>	\$100.00	<b>Treasury Management:</b>	
<b>Monthly maintenance fee:</b> (Monthly maintenance fee can be avoided with a \$2,500.00 minimum ledger balance for the month.)	\$10.00	Online Banking with additional services to wire transfers, ACH, and business bill pay is available by request. Fee based on modules accessed.	
<b>Non-electronic transactions:</b> (i.e. checks written, deposited items, deposits)		<b>Monthly Statements:</b>	
First 300 items/month:	Free	Electronic Statement Delivery	FREE
Each additional item processed:	\$0.35	Paper Statement	\$5.00 per month
<b>Basic Business Online Banking:</b> (i.e. inquiry, transfers)	Free	<b>*E-Statement Enrollment</b>	
<b>Bill Pay Service:</b>		To sign up for E-statements, please visit one of our branches so that we may enroll your business account in online banking.	
Less than 4 payments/month:	\$5.00	<i>If you are already enrolled in Online Banking, sign up for E-statements by logging in to Online Banking and visiting the "User Services" tab where you will find an E-statement sign up link.</i>	
4-15 payments/month:	Free	<b>Note: A fee may be assessed to receive a paper statement for some products. You may sign up for E-statements to avoid a paper statement fee.</b>	
Each payment over 15/month:	\$0.60		

## Performance Business Checking

For the business with higher transaction activity that wants to use their account balances to help offset fees.

<b>Minimum balance to open:</b>	\$100.00	<b>Basic Business Online Banking</b> (inquiry, transfers)	Free
<b>Monthly maintenance fee:</b> Fees can be offset with earnings credit based on collected account balances.	\$12.50	<b>Bill Pay Service</b>	Free
<b>Analysis Fees:</b>		Unlimited payments/month	Free
Electronic items are free		Treasury Management Online Banking available upon request with additional access to Wire transfers, ACH, and Remote Deposit Capture. Fee based on modules accessed	
Debits/Checks	\$ 0.15	<b>*E-Statement Enrollment</b>	
Credits/Deposits	\$ 0.35	To sign up for E-statements please visit one of our branches so that we may enroll your business account in online banking.	
Deposited Items (on us and not on us)	\$ 0.10	<i>If you are already enrolled in Online Banking, sign up for E-statements by logging in to Online Banking and visiting the "User Services" tab where you will find an E-statement sign up link.</i>	
Paper Statement	\$ 5.00	<b>Note: A fee may be assessed to receive a paper statement for some products. You may sign up for E-statements to avoid a paper statement fee.</b>	
Reserve Requirement	10%		

A variable rate Earnings Credit is applied to the account's available balance to assist in offsetting fees for the month.

## Public Funds Interest Truth In Savings Disclosure

The interest rate and annual percentage yield as stated in the enclosed rate sheet are accurate as of June 28, 2019. If you would like more current rate and yield information please call us at 1-800-873-5604.

This disclosure contains the rules which govern your deposit account. Unless it would be inconsistent to do so, words and phrases used in this disclosure should be construed so that the singular includes the plural and the plural includes the singular.

We reserve the right to at any time require not less than seven days notice in writing before any withdrawal from an interest bearing account.

### Variable Rate

Please see enclosed rate sheet for current rates and tiers.

### Determination of Rate

Please see enclosed rate sheet for current rates and tiers.

### Frequency of rate change

We may change the interest rate on your account daily.

### Minimum Balance Requirements

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

To avoid the imposition of a service charge you must meet the following requirements:

A service charge of \$10.00 will be imposed every statement cycle if the balance in the account falls below \$1,500.00 and day of the statement cycle or

A service charge of \$10.00 will be imposed every statement cycle if the average daily balance for the statement cycle falls below \$3,000.00. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period.

The period we use is monthly.

### Compounding and Crediting

Interest will be compounded monthly. Interest will be credited monthly.

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

### Balance Computation Method

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

The period we use is 365 days.

### Accrual of interest on noncash deposits

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

## Public Funds Money Fund Truth In Savings Disclosure

The interest rate and annual percentage yield as stated in the enclosed rate sheet are accurate as of June 28, 2019. If you would like more current rate and yield information please call us at 1-800-873-5604.

This disclosure contains the rules which govern your deposit account. Unless it would be inconsistent to do so, words and phrases used in this disclosure should be construed so that the singular includes the plural and the plural includes the singular.

We reserve the right to at any time require not less than seven days notice in writing before any withdrawal from an interest bearing account.

### Variable Rate

Please see enclosed rate sheet for current rates and tiers.

### Determination of Rate

Please see enclosed rate sheet for current rates and tiers.

### Frequency of rate change

We may change the interest rate on your account daily.

**Minimum Balance Requirements**

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

To avoid the imposition of the service charge you must meet the following requirements:

A service charge of \$10.00 will be imposed every statement cycle if the balance in the account falls below \$2,500.00 any day of the statement cycle.

**Compounding and Crediting**

Interest will be compounded monthly. Interest will be credited monthly.

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

**Balance Computation Method**

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

The period we use is 365 days.

**Accrual of interest on noncash deposits**

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

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## Public Funds Savings Truth In Savings Disclosure

The interest rate and annual percentage yield as stated in the enclosed rate sheet are accurate as of June 28, 2019. If you would like more current rate and yield information please call us at 1-800-873-5604.

This disclosure contains the rules which govern your deposit account. Unless it would be inconsistent to do so, words and phrases used in this disclosure should be construed so that the singular includes the plural and the plural includes the singular.

We reserve the right to at any time require not less than seven days notice in writing before any withdrawal from an interest bearing account.

**Variable Rate**

Please see enclosed rate sheet for current rates and tiers.

**Determination of Rate**

Please see enclosed rate sheet for current rates and tiers.

**Frequency of rate change**

We may change the interest rate on your account daily.

**Minimum Balance Requirements**

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

A service charge of \$5.00 will be imposed every quarter if the average daily balance for the account falls below \$500.00. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period.

The period we use is quarterly.

**Compounding and Crediting**

Interest will be compounded quarterly. Interest will be paid quarterly.

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

**Balance Computation Method**

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

The period we use is quarterly.

**Accrual of interest on noncash deposits**

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

**Transaction Limitations**

During any calendar 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 or telephone order or instruction, computer transfer, or by check, draft, debit card or similar order to a third party.

No service charge for 12 or fewer withdrawals per statement cycle (quarterly). \$2.00 service charge quarterly for each withdrawal over 12.