

ACCOUNT DEPOSITORY AGREEMENT AND DISCLOSURE

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TERMS AND CONDITIONS OF YOUR ACCOUNT

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT - To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

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

AGREEMENT - This document, along with any other documents we give you pertaining to your account(s), is a contract that establishes rules which control your account(s) with us. Please read this carefully. 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 and the laws of the state of Texas (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.

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. 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.

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 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 also be liable for our costs to collect the deficit 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 including, but 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.

DEPOSITS -

Funds may be deposited to any account, in any manner approved by us in accordance with the requirements set forth below:

Indorsement Standards: We, in our discretion, may accept transfers, checks, drafts, and other items for deposit into any of your accounts if they are made payable to, or to the order of, any one or more owners on the account, whether or not they are indorsed by all payees. You authorize us to supply missing indorsements of any owners if we so choose. If an insurance, government, or other check or draft requires an indorsement as set forth on the back of the check or draft, we may require indorsement as set forth on the item. Indorsements must be placed in the space on the back of the share draft or check between the top edge and 1.5 inches from the top edge on the right side of the check looking at it from the back. We may accept checks with indorsements outside this space. If any such indorsement or other markings cause any delay or error in processing the item, you will be responsible for any loss or expense we may incur.

Deposits at Unstaffed Facilities: We shall not be responsible for deposits made by mail or at an unstaffed facility such as night depositories or ATMs until we actually receive them. We do not mail receipts unless a hold was placed on deposit. Deposits received at unstaffed facilities will be credited on the day funds are removed and processed by us and will be available for withdrawal in accordance with our Funds Availability Policy. In handling items for deposit or collection, we only act as your agent and assume no responsibility beyond the exercise of ordinary care. We will not be liable for the negligence of any correspondent or for loss in transit, and each correspondent will only be liable for its own negligence. We reserve the right to send any item for collection.

Provisional Credit: All items or ACH (Automated Clearing House) transfers credited to your account are provisional and subject to our receipt of final payment and any requested information or documentation within the time limits stated. 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. If final payment, documentation or information is not received as requested, we reserve the right to charge your account for the amount of such items or ACH transfers or both and impose a return item charge on your account if applicable. If we incur any fee to collect any item, we may charge such fee to your account. We reserve the right to refuse or to return all or any item or funds transfer(s). We shall have the right to charge back against your account all previously deposited items or other items endorsed by you that are returned to us unpaid, regardless of whether the amount of the item has been available for your use.

Direct Deposit: We may offer direct deposit options allowing you to preauthorize deposits (i.e., payroll checks, Social Security or retirement checks, or other government checks) or preauthorize transfers for other accounts with us. You must authorize any direct deposits to your accounts by a separate authorization form. If applicable, you must notify us at least thirty (30) days prior to any direct deposit or preauthorized transfer if you wish to cancel or change the direct deposit or direct transfer option. Upon a filing of a bankruptcy, if you fail to cancel any direct deposit authorization, you instruct your employer and us to make and apply direct deposits in accordance with your authorization on file with us. If we are required to reimburse the U.S. Government for any benefit payment directly deposited into your account for any reason, you agree that we may deduct the amount returned from any of your accounts, unless prohibited by law.

Deposit Cutoff Time: Deposits made after the deposit cutoff time and deposits made on holidays we observe and on days that are not our business days will be credited to your account on the next business day. Unless otherwise posted, the deposit cutoff time will be the posted business hours of the branch. Items drawn on an institution located outside the United States may handle on a collection basis such that amounts will be credited to your account only when we receive final payment. You waive any notice of nonpayment, dishonor, or protest regarding any items purchased or received by us for credit to your account or for collection.

Redeposited Item: If you request that we accept a check for deposit that has already been deposited at a financial institution but returned, we are under no obligation to accept that check for deposit. If we do, however, you agree to hold us harmless for any loss or liability, including consequential damages, attorney's fees and expenses which may arise because of improper encoding or a delay in forwarding or returning the check because the endorsement is not readable or because of some other condition on the back of the check which adversely affects the ability of a financial institution to endorse the check legibly in accordance with Regulation CC, whether or not the condition was caused by you.

Identification of Account: You will be responsible for any loss or expense caused by your failure to properly identify the account(s) to which a deposit is intended to be made.

Verification of Deposits: When we accept deposits and issue receipts, such deposits and receipts are subject to subsequent verification and correction if necessary. If we determine that a deposit does not contain all items claimed to be deposited, we may correct the error and adjust your account balance.

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.

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. 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. In addition, we may place limitations on the account until your identity is verified.

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. You agree that we may charge fees for overdrafts and use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees.

Waivers - Even if we honor a nonconforming request, we are not required to do so later. We may treat continued abuse of the stated limitations (if any) as your act of closing the account, or we may at our option reclassify your account 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.

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 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.

Transaction Authorization: If you give your account number, card number, or access code to a third party person, you authorize us to honor transactions initiated by the third person even if you did not specifically authorize a particular transaction.

OVERDRAFT PROTECTION - We shall be under no obligation to pay a check, ACH debit or any other non-check product in the amount of which exceeds the available balance in your checking account. Our determination of an insufficient account balance may be made at any time between presentation and our midnight deadline with only one review of the account required. We have no duty to notify you of an insufficient funds check, ACH debit or any other non-check product. In the event a check written by you, or non-check item or an electronic item is presented which would result in your checking account being overdrawn, and if you have applied and been approved for automatic overdraft protection, the item shall be deemed to be a request by you to us to transfer available funds from your other account(s) with us in increments designated by us sufficient to permit us to honor such check, ACH debit or other non-check item. Further, if at that time you are eligible to receive advances from us under your line of credit loan account, the item shall be deemed as a request by you to us for an advance and an authorization to us to prepare a voucher of such advance in increments designated by us on your line of credit account sufficient to permit us to honor such item, and we may, but shall not be obligated to, approve and credit such advance to your checking account. When applicable, all such Advances will be subject to the terms of the Disclosure Statement and Agreement that governs your Open-End Advance. This authorization supersedes any inconsistent provisions in any other agreement. Funds transferred from your other account(s) will be transferred in increments to cover the total of all items being presented for payment at that time. Funds transferred will not be transferred back to the originating account, nor will the fee be refunded, for any funds not used to pay the items. If sufficient funds are not available in other account(s) or your line of credit loan account, then such item may be returned to payee due to insufficient funds and a charge will be made to your checking account in such amount as we may from time to time establish. Any owner on your account(s) may apply for and have this automatic overdraft protection added to each such account.

If no other means of overdraft protection is available and if you are currently eligible for Overdraft Privilege according to our Policies, at our discretion, we may pay up to \$2,500.00 of items (including checks, ACH, ATM and other debit card transactions) that are drawn on insufficient funds. The bank will assess its Overdraft Privilege fee on each item, as disclosed in the Schedule of Fees. Thus, if you have two items drawn on insufficient funds, there will be two Overdraft Privilege fees assessed. More than one overdraft fee may be charged against the account each day, depending on the number of items presented for withdrawal from the account. The amount of discretionary coverage for your account is reduced by the amount of the fees. We may increase or decrease your limit based on your individual account practices. This service is not intended and should not be treated or used as a line of credit or in lieu of sound financial management. Please remember that this coverage is purely discretionary and may be withdrawn if it is abused. If the negative balance in your account is not covered within 30 days after we send you notice of your overdraft(s), your privilege may be suspended. Furthermore, we may discontinue the overdraft privilege at any time without notice since this program is completely discretionary and a courtesy feature only. Please let us know if you wish to opt-out of this service.

BUSINESS ACCOUNTS - When the account opened is for a Corporation, Unincorporated Association, Partnership, Trust, or Sole Proprietorship, you agree that: (1) you are fully authorized to execute all documents in the capacity stated therein; (2) you have furnished all documents necessary to evidence such authority; (3) if the business is a Sole Proprietorship, you will inform us at least annually of any changes in your account information, including the name of the business owner, the physical address of the business, the home address of the business owner and the driver's license or personal identification card number issued to the business owner by the Department of Public Safety; (4) if the business is a Corporation or other legal entity, you will supply us with a copy of the certificate of incorporation or a comparable document and an assumed name certificate; (5) the information described in items 3 and 4 above must be disclosed by us in response to a written request by a person to whom we have returned a dishonored check that was issued by your business. This request must include a photocopy of the dishonored check; (6) you will furnish any other documents in such form as we may request from time to time and are not required to recognize any resolution affecting the account that is not on our form; (7) we are not liable for, and you agree to hold us harmless from any unauthorized use of any VISA Check Card or ATM Card in connection with business or corporate accounts, as well as any transactions performed via our Internet On-Line Banking or TouchTone Teller; and (8) if you use your personal account(s) for business purposes, we may convert the account to a business deposit account. We will notify you thirty days prior to any such conversion and you agree to execute all documents required by such conversion.

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

We may accept an order to stop payment on any item from any one of you. You must make any stop-payment order in the manner required by law, and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. When you place your stop-payment order we will tell you what information we need to stop payment. This information must be exact since stop-payment orders are handled by computers. If your information is not exact your order will not be effective and we will not be responsible for failure to stop payment.

You may stop payment on any item (excluding VISA Check Card transactions) drawn on your account. 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.

We will also act upon a stop payment request that is placed verbally or that is placed electronically with our Touch Tone Teller or On-Line Banking features utilizing your PIN (personal identification number). No written requests are required for PIN-based stop payment requests. We will only act upon a request whether received electronically, in writing or verbally when it can be verified that all information needed to stop payment of the item has been received. We take no responsibility for an incomplete or unconfirmed request.

We will not accept stop payments on post-dated items. We shall in no way be liable for payment contrary to this request if same occurs through inadvertence or oversight, or if by reason of such payment, other items drawn by you are returned because of insufficient funds.

A check given to any merchant may be converted into an ACH (electronic) debit, which is governed by the Electronic Funds Transfer Act, and a request to stop payment on said converted check will be dependent upon our ability to identify that particular item received electronically from said merchant. If it is requested to stop all ACH debits, we are not responsible for returning any checks/items that are presented in this manner. You must notify the originator of any ACH debit or credit or preauthorized paper draft that authorization for this debit/item has been revoked and that a stop payment is being placed on the item. There is a non-refundable fee for placing a stop payment. See our Schedule of Fees for further information.

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). Your account may result in automatic membership forfeiture if your membership account gets brought to a zero balance by recurring fees or otherwise reaches and maintains a zero balance, i.e., charge off, setoff, etc.

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

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

We may terminate or temporarily or permanently inhibit activity on any of your accounts at any time without notice to you or may require you to close your account(s) if (1) there are excessive returned unpaid items not covered by an overdraft protection plan; (2) there has been any misrepresentation or any other abuse of any on our accounts; or (3) we reasonably deem it necessary to prevent a loss to us. Your account may be automatically forfeited if your account balance gets brought to a zero balance by imposition of fees or otherwise reaches and maintains a zero balance, i.e. charge off, setoff, etc.

You understand that our authority under this agreement shall not be changed or terminated by you, except by written notice to us and such notice shall not affect transactions made before the notice is received. We reserve the right to require the consent on all account owners for termination of a multiple party account.

Should any of your accounts be closed at any time or times by withdrawal of the balance of this account and later reopened by you and a new Depository Agreement not issued, such reopened account shall be subject to all of the terms and conditions of this agreement.

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 substantially 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 60 calendar 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 calendar 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.

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. You agree that the time you have to examine your statement may be after the authorized dispute timeframe for the specific transaction type and such time period shall not exceed 60 calendar days. Failure to examine your statement and report any such errors to us within 60 calendar days of when we first send or make the statement available precludes you from asserting a claim against us for any such errors on items identified in that statement and as between you and us the loss will be entirely yours.

ACCOUNT TRANSFER - If you attempt to transfer or assign all or a part of your account, we will not be bound by the transfer or assignment until we agree in writing to the transfer or assignment. We are not required to accept or recognize any transfer or assignment. Unless we agree otherwise in writing, any rights of a transferee or assignee will be subject to our right of setoff or prior security interest. We have no obligation to notify you or any other person before disbursing any funds from your account in accordance with what we in good faith believe to be the terms of the transfer or assignment.

DIRECT DEPOSITS - If, in connection with a direct deposit plan, we deposit any amount in an account which should have been returned to the Federal Government for any reason, 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.

RIGHT TO REPAYMENT OF INDEBTEDNESS - You each agree that we may (without prior notice and when permitted by law) charge against and deduct from this account or any of your accounts any due and payable debt owed to us now or in the future, by any of you having the right of withdrawal, with the entire balance in the account. If the debt arises from a note, "any due and payable debt" includes the total amount of which we are entitled to demand payment under the terms of the note at the time we charge the account, including any balance the due date for which we properly accelerate under the note. If a debt does not arise out of a note, "any due and payable debt" means any debt or obligation owed to us arising out of this agreement or by operation of law.

In addition to these contract rights, we may also have rights under a "statutory lien." A "lien" on property is a creditor's right to obtain ownership of the property in the event a debtor defaults on a debt. A "statutory lien" is one created by federal or state statute. If federal or state law provides us with a statutory lien, then we are authorized to apply, without prior notice, your account and interest to any debt you owe us, in accord with the statutory lien.

Neither our contract rights nor rights under a statutory lien apply to this account if prohibited by law. For example, neither our contract rights nor rights under a statutory lien 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), (c) the debtor's right of withdrawal arises only in a representative capacity, or (d) the debt is created by a home equity loan. We will not be liable for the dishonor of any check or draft when the dishonor occurs because we charge and deduct an amount you owe us from your account. You agree to hold us harmless from any claim arising as a result of our exercise of our right to repayment.

RESTRICTIVE LEGENDS - The automated processing of the large volume of checks we receive prevents us from inspecting or looking for special instructions or "restrictive legends" 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." For this reason, we are not required to honor any restrictive legend placed on checks you write unless we have agreed in writing to the restriction. We are not responsible for any losses, claims, damages, or expenses that result from your placement of these or other special instructions on your checks.

PAYMENT ORDER OF ITEMS - The law permits us to pay items (such as checks, ACH, and other debit card transactions) drawn on your account in any order. Items may not be processed in the order in which they occur. The order in which transactions are processed and cleared can affect the total amount of overdraft fees incurred. To assist you in handling your account with us, we are providing you with the following information regarding how we process the items that you write. When processing items drawn on your account, our policy is to group similar transactions and pay them in ascending amount order. The order in which items are paid is important if there is not enough money in your account to pay all of the items that are presented. There is no policy that is favorable in every instance. If an item is presented without sufficient funds in your account to pay it, we may, at our discretion, pay the item (creating an overdraft) or return the item (NSF). The amounts of the overdraft and NSF fees are disclosed elsewhere. We encourage you to make careful records and practice good account management. This will help you to avoid writing checks or drafts without sufficient funds and incurring the resulting fees.

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.

PLEDGES - Unless we agree otherwise in writing, each owner of this account may pledge all or any part of the funds in it for any purpose to which we agree. Any pledge of this account must first be satisfied before the rights of any surviving account owner or account beneficiary become effective. For example, if an account has two owners and one of the owners pledges the account (i.e., uses it to secure a debt) and then dies, (1) the surviving owner's rights in this account do not take effect until the debt has been satisfied, and (2) the debt may be satisfied with the funds in this account.

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

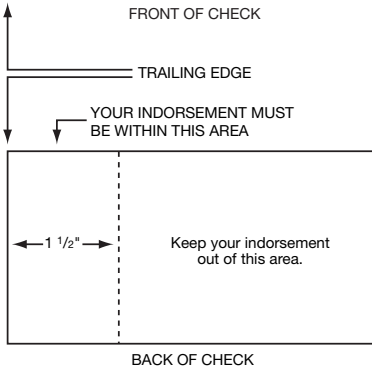
FDIC INSURANCE - Funds in your account(s) with us are insured by the Federal Deposit Insurance Corporation (FDIC) and backed by the full faith and credit of the United States. The amount of insurance coverage you have depends on the number of accounts you have with us that are of different "ownership." An individual account is one unique form of "ownership"; a joint account, a pay-on-death account, and a self directed qualified retirement account (e.g., an IRA) are examples of some of the others. Deposit insurance for a person's self directed qualified retirement account is up to \$250,000. (An IRA is a self directed qualified retirement account as is any account where the owner decides where and how to invest the balance). Deposit insurance for the other ownerships is at least \$250,000 per interest of the owner. If you want a more detailed explanation or additional information, you may ask us or contact the FDIC. You can also visit the FDIC website at www.fdic.gov and click on the Deposit Insurance link. The link includes detailed contact information as well as a deposit insurance estimator.

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.

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.

Name	7654
Address, City, State	_____ 20 _____
Pay to the order of	_____ \$ _____
	_____ dollars
Bank Name and Location	_____
Memo	_____
⑆ 234 56 78 9⑆	7654



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, a prior 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.

UNCLAIMED PROPERTY - The law establishes procedures under which unclaimed property must be surrendered to the state. An account is inactive if there has not been customer initiated activity during the last 12 months. Interest paid on account does not qualify as customer initiated activity. Ask us if you want further information about the period of time or type of activity that will prevent your account from being unclaimed. Accounts with no activity for five (5) years are sent to the state as unclaimed property. If your funds are surrendered to the state, you may be able to reclaim them, but your claim must be presented to the state. Once your funds are surrendered, we no longer have any liability or responsibility with respect to the funds. To reclaim funds, in-state account owners may contact 1-800-654-3463 and out-of-state account owners may contact 1-512-463-6060.

DEATH OR INCOMPETENCE - You agree to notify us promptly if any person with a right to withdraw funds from your account(s) dies or becomes legally incompetent. We may continue to honor your checks, items, and instructions until: (a) we know of your death or 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 legal incompetence for up to ten (10) days after your death or legal incompetence unless ordered to stop payment by someone claiming an interest in the account.

We can require that anyone who claims funds from your account after your death indemnify us for any losses resulting from honoring that claim. This agreement will be binding upon any heirs or legal representatives of any account owner.

FIDUCIARY ACCOUNTS - Accounts may be opened by a person acting in a fiduciary capacity. 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.

CASH TRANSACTION REPORTING - To help law enforcement agencies detect illegal activities, the law requires all financial institutions to gather and report information on some types of cash transactions. If the information we need to complete the report is not provided, we are required to refuse to handle the transaction. If you have any questions regarding these rules, please contact your local Internal Revenue Service office.

BACKUP WITHHOLDING/TIN CERTIFICATION - Federal tax law requires us to report interest payments we make to you of \$10 or more in a year, and to include your taxpayer identification number (TIN) on the report. Interest includes dividends, interest and bonus payments for purposes of this rule. Therefore, we require you to provide us with your TIN and to certify that it is correct. The TIN is either a social security number (SSN) or an employer identification number (EIN). For most organization or business accounts other than sole proprietorships, the appropriate TIN is the EIN of the organization or business entity. For sole proprietorships, either the SSN or the EIN is appropriate. However, we must supply the IRS with both the individual owner's name and the business name of the sole proprietorship. The appropriate TINs for various other types of accounts are:

Account type - TIN

Individual - SSN of the individual.

Joint Account - SSN of the owner named first on the account.

Uniform Gift/Transfer to Minor - SSN of the minor.

Informal (Revocable) Trust - SSN of the owner.

In some circumstances, federal law requires us to withhold and pay to the IRS a percentage of the interest that is earned on funds in your accounts. This is known as backup withholding. We will not have to withhold interest payments when you open your account if you certify your TIN and certify that you are not subject to backup withholding due to underreporting of interest. We may subsequently be required to begin backup withholding if the IRS informs us that you supplied an incorrect TIN or that you underreported your interest income. If you do not have a TIN, we may defer backup withholding if you certify that you do not have a TIN but have applied for one. However, we must begin backup withholding if you do not supply us with a certified TIN within 60 days. If you do not have a TIN because you are a foreign person (either an individual who is a nonresident alien or a foreign organization) you must certify your foreign status. If you are an exempt payee (receiver of interest payments), you do not need to certify your TIN, but you will have to certify your exempt status and supply us with your TIN. The most common exempt payees are corporations, organizations exempt from tax under Section 501(a), and an individual retirement plan or a custodial account under Section 403(b)(7). If you do not supply us with the appropriate TIN, we may refuse to open your account.

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.

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

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

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

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

LEGAL ACTIONS AFFECTING YOUR ACCOUNT - If we are served with a subpoena, court or administrative order, or summons or state-enforced child support program or 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 which we believe requires our compliance. 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 direct or unreimbursed fees or expenses we incur in responding to any legal action (including without limitation, attorney's 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.

To the extent permitted by applicable law, you agree that any legal action regarding this Agreement shall be brought in Collin County, Texas.

CHECK PROCESSING - We may process items mechanically by relying on the information encoded along the bottom of the items. This means that we may not individually examine all of your items to determine if the item is properly completed, signed and indorsed. You agree that we have not failed to exercise ordinary care solely because we use an automated system to process items and do not inspect all items processed in such a manner. We reserve the right not to inspect each item because using an automated process helps us keep costs down for you and all account holders. 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.

CHECK STORAGE AND COPIES - You agree that you will not receive your canceled checks. We will store your canceled checks or copies of them for a reasonable retention period. You may request copies from us in the manner we require.

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

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

SECURITY - It is your responsibility to protect the account number(s) and access device(s) (e.g., an ATM card, point-of-sale card and/or PIN) for your account(s). Do not discuss, compare, or share information about your account number(s) or access device(s) with anyone unless you are willing to give them full use of your money. Checks and electronic withdrawals are processed by automated methods, and anyone who obtains your account number or access device could use it to withdraw money from your account, with or without your permission.

Account numbers - Thieves can encode your account number on a check which looks and functions like an authorized check and can be used to withdraw money from your account. Your account number can also be used to issue a "remotely created check." Like a typical check, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a draft or check that can be used to withdraw money from your 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). For example, if you provide your account number in response to a telephone solicitation, the telephone solicitor can use the account number to issue a remotely created check to withdraw money from your account. If you have truly authorized the remotely created check (to purchase a service or merchandise, for example), it is properly payable. But it can be risky to authorize a remotely created check. A swindler could issue a remotely created check in an amount greater than you authorized, or issue additional remotely created checks that you have not authorized. We will not know if the withdrawal is unauthorized or in an amount greater than the amount you have authorized. Payment can be made from your account even though you did not contact us directly and order the payment.

Access devices - If you furnish your access device and grant actual authority to make transfers to someone who then exceeds that authority, you will be liable for the transfers unless we have been notified that transfers by that person are no longer authorized. Please review the additional information you have received or will receive regarding transfers by access device.

Blank checks - You must also take precaution in safeguarding your blank checks. Notify us at once if you think your blank 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 if we failed to use ordinary care which substantially contributes to the loss.

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. For example, if a person provides an account number in response to a telephone solicitation, the telephone solicitor can use the account number to issue a remotely created check to withdraw money from that account.

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

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

MONITORING AND RECORDING TELEPHONE CALLS - We may monitor or record phone calls for security reasons 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.

TELEPHONIC INSTRUCTIONS - Unless 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.

CLAIM OF LOSS - You understand and agree that the Expedited Funds Availability Act and its implementing regulation, Regulation E, as promulgated by the Federal Reserve, do not apply to this account. You acknowledge and understand that any card issued under this program will not be treated as a consumer card under the provisions of including but not limited to state and federal law. You acknowledge that you will not have any benefit of any limitation of liability with respect to the unauthorized use of a card(s) or PIN which may otherwise be available to consumer cardholders.

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

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

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

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

In addition to written direction from an account owner, we will process change of address notifications received from the US Post Office, the National Change of Address database or other sources that we believe provide accurate and reliable information.

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.

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

AGREEMENT TO PROVIDE PROPERTY INSURANCE - For any secured you obtain from us that requires property insurance, you agree to obtain and maintain insurance as required by the loan documents providing coverage for all risks of sudden and accidental loss until the loan is paid in full. You also agree to provide us with written proof of insurance at all times until the collateral has been released. Your insurance information may be entered through our website at www.myinsuranceinfo.com. If you do not provide us with written proof of the required coverage naming us as "loss payee", we may, at our option, request issuance of insurance that will protect our interest and may only provide limited coverage for you. This could result in less protection for you and may be more expensive than insurance you can choose to buy from an insurance company or agent of your choice. The types of coverage that we may request, in the event you do not provide the required proof of coverage, include, but are not limited to: a) All Risk Coverage that covers the lessor of our interest, (loan balance) or the cost to repair or replace the collateral for loss or damage to the collateral by any external cause; such coverage **does not provide coverage** for damages caused by you; b) Repossession Expense Coverage to reimburse us for expenses incurred in the course of repossessing the collateral; c) Conversion, Embezzlement and Secretion Coverage to protect us from unlawful appropriation of the collateral, removal of the collateral from the area or hiding the vehicle. The premium for this insurance may include an expense reimbursement payment which would be intended to reimburse us or an affiliate for necessary expenses incurred in administering this insurance coverage. **You agree that we may either demand payment of the premium cost if such coverage in full or add the premium cost to your loan balance, to be repaid over such period as we may deem prudent, which may increase your payment, with a finance charge at the current rate (Open-end Loans) or annual percentage rate (Closed-End Loans) provided in the Consumer Credit Disclosure Statement.** You understand that it is your responsibility to keep the collateral insured against all risk of sudden and accidental loss during the entire term if the security with deductible amounts not to exceed \$500.00 maximum comprehensive deductible and \$500.00 maximum collision deductible. You understand that the policy must list my lender as Loss Payee. You understand that you must immediately provide satisfactory evidence of these insurance requirements or we may charge your loan with the cost of a limited-coverage policy.

ARBITRATION - The parties agree that all disputes, controversies and claims that may arise among them (including their parent, subsidiary and affiliated companies, and their respective agents and employees) including, without limitation, any dispute, controversy or claim of any nature arising out of or relating to this Agreement or any other agreement between the parties, in whole or in part, or the breach, termination or invalidity thereof, whether entered into or arising prior, on or subsequent to the date hereof, and whether arising in contract, tort or statutory law or otherwise, shall be submitted to, and determined by, binding arbitration. Such arbitration shall be governed by the Federal Arbitration Act (the "FAA") and where not inconsistent with the FAA, Chapter 172 of the Texas Civil Practice and Remedies Code. Exclusive venue for such arbitration shall be in Collin County, Texas. The arbitrator shall apply the laws of the State of Texas (without giving effect to its conflict of laws rules) in determining the substance of the dispute, controversy or claim and shall decide the same in accordance with applicable usages and terms of trade. Evidentiary questions shall be governed by the Federal Rules of Evidence. The arbitrator's award shall be in writing and shall set forth the findings and conclusions upon which the arbitrator based the award. If the parties cannot agree on the arbitrator to be used, each shall choose one arbitrator and those two arbitrators shall collectively determine the arbitrator that shall be used. The prevailing party in any such arbitration shall be entitled to recover its reasonable attorneys' fees, costs and expenses incurred in connection with the arbitration. Any award pursuant to such arbitration shall be final and binding upon the parties, and judgment on the award may be entered in any federal or state court having jurisdiction. The provisions of this paragraph shall survive the termination or expiration of this Agreement. This paragraph shall not prevent either party from seeking a temporary restraining order or temporary or preliminary injunctive relief from a court of competent jurisdiction in order to protect its rights hereunder. In the event a party seeks injunctive relief, such action shall not constitute a waiver of the provisions of this paragraph, which shall continue to govern any and every dispute between the parties including, without limitation, the right to damages, permanent injunctive relief and any other remedy, at law or in equity.

FOREIGN ITEMS and FOREIGN CURRENCY

A foreign item is a check or other item in any currency (including United States Dollars) that is drawn on a bank or branch of a bank located outside of the United States. Some foreign items are payable in United States Dollars. Some foreign items are payable in a foreign currency. A foreign currency is any currency other than United States Dollars.

Currency Exchange Rates

We may at our discretion determine that it is appropriate to convert a transaction from a foreign currency to United States Dollars or from United States Dollars to a foreign currency (for example, a wire denominated in a foreign currency for credit to your account). If we determine that it is appropriate to make a currency conversion, we may determine at our discretion a currency exchange rate and then assign it to your transaction without notice to you. You agree to this procedure and accept our determination of the currency exchange rate.

We may consider many factors in setting our currency exchange rates, including without limitation exchange rates charged by other parties, desired rates of return, market risk and credit risk. You acknowledge that:

- Exchange rates for retail and commercial transactions, and for transactions effected after regular business hours and on weekends, are different from exchange rates for large inter-bank transactions effected during the business day, as reported in The Wall Street Journal or elsewhere;
- Exchange rates offered by other dealers, or shown at other sources (including online sources) may be different from our rates; and
- Currency exchange rates can be highly volatile

We are not liable to you if our rates are different from rates offered or reported by third parties, or offered by us at a different time, at a different location, for a different transaction amount, or involving a different payment media (such as banknotes, checks and wire transfers). You assume all risk relating to or arising from fluctuations in the exchange rates between currencies involved in each of these transactions.

FUNDS TRANSFER SERVICES

Understanding the Terms and Conditions of your Account as well as the Federal laws and regulations that outline your rights and responsibilities as a Consumer and Non-Consumer (Commercial Account) will help you protect your financial assets. This document is divided into three distinct parts: (1) Wire Transfer Requests, (2) Automated Clearing House Items, and (3) Electronic Funds Transfers. The subject matter that follows provides guidance as to your rights and responsibilities of managing your Account with us.

Wire Transfer Requests

This section covers your rights and responsibilities with regard to Wire Transfer requests you initiate or receive. Furthermore, this section is applicable to both Consumer and Non-Consumer (Commercial) accounts. The "Wire Transfer/Payment Order Agreement" is provided to you under separate cover, where applicable. We may use Fedwire to execute any Wire Transfer request; Fedwire is the Funds Transfer system of the U.S. Federal Reserve Banks. If any part of a Wire Transfer request is carried out by Fedwire, your rights and responsibilities are governed by Regulation J of the U.S. Federal Reserve Board. Without limiting the foregoing, certain provisions of the Uniform Commercial Code, Article 4A (UCC, Article 4A), may apply to Commercial credit transactions (Non-Consumer). We may, at our discretion, contact you for confirmation of your Wire Transfer request prior to processing. Failure to receive confirmation may result in your Wire Transfer request not being processed.

Authorized account - An authorized account is a deposit account you have with us that you have designated as a source of payment of payment orders you issue to us. If you have not designated an authorized account, any account you have with us is an authorized account to the extent that payment of the payment order is not inconsistent with the use of the account.

Acceptance of your payment order - We are not obligated to accept any payment order that you give us, although we normally will accept your payment order if you have a withdrawable credit in an authorized account sufficient to cover the order. If we do not execute your payment order, but give you notice of our rejection of your payment order after the execution date or give you no notice, we are not liable to pay you as restitution any interest on a withdrawable credit in a non-interest-bearing account.

Cutoff time - If we do not receive your payment order or communication canceling a payment order before our cutoff time on a funds transfer day for that type of order or communication, the order or communication will be deemed to be received at the opening of our next funds transfer business day.

Payment Processing and Settlement - If we accept a payment order you give us, we may receive payment by automatically deducting from any authorized account the amount of the payment order plus the amount of any expenses and charges for our services in execution of your payment order. We are entitled to payment on the payment or execution date. Unless your payment order specifies otherwise, the payment or execution date is the funds transfer date we receive the payment order. The funds transfer is completed upon acceptance by the beneficiary's bank. Your obligation to pay your payment order is excused if the funds transfer is not completed, but you are still responsible to pay us any expenses and charges for our services. However, if you told us to route the funds transfer through an intermediate bank, and we are unable to obtain a refund because the intermediate bank that you designated has suspended payments, then you are still obligated to pay us for the payment order. You will not be entitled to interest on any refund you receive because the beneficiary's bank does not accept the payment order.

Security procedure - As described more fully in a separate writing, the authenticity of a payment order or communication canceling or amending a payment order issued in your name as sender may be verified by a security procedure. You affirm that you have no circumstances which are relevant to the determination of a commercially reasonable security procedure unless those circumstances are expressly contained in a separate writing signed by us. You may choose from one or more security procedures that we have developed, or you may develop your own security procedure if it is acceptable to us. If you refuse a commercially reasonable security procedure that we have offered you, you agree that you will be bound by any payment order issued in your name, whether or not authorized, that we accept in good faith and in compliance with the security procedure you have chosen. Furthermore, you acknowledge and agree that in the event we require additional information, but do not receive such information, we, at our discretion, may initiate or reject your Wire Transfer request. Under such circumstances, we shall not be liable to you for any actual loss or damages provided we acted in good faith.

Reporting unauthorized or erroneous payments - You must exercise ordinary care to determine that all payment orders or amendments to payment orders that we accept that are issued in your name are authorized, enforceable, in the correct amount, to the correct beneficiary, and not otherwise erroneous. If you discover (or with reasonable care should have discovered) an unauthorized, unenforceable, or erroneously executed payment order or amendment, you must exercise ordinary care to notify us of the relevant facts. The time you have to notify us is outlined as follows:

Wire Transfer

We will provide you with information that sets forth the date, amount and other details which pertains to your Wire Transfer request. The information will be provided to you on the Business Day your Wire Transfer request is processed using the information we have on file for you. You must notify us within one (1) Business Day from the date such information is provided to you of any discrepancy which pertains to your Wire Transfer request by calling 972.578.5000 (Customer Service). In the event you fail to notify us within the timeframe set forth herein, you acknowledge and agree that we shall be relieved of any liability in connection with the Wire Transfer request. You may access your Account details by way of our Online Banking Services and/or Touch Tone Teller Telephone Banking Service.

If you do not provide us with timely notice you will not be entitled to interest on any refundable amount. If we can prove that you failed to perform either of these duties with respect to an erroneous payment and that we incurred a loss as a result of the failure, you are liable to us for the amount of the loss not exceeding the amount of your order.

Name and Number Discrepancies - In the event you initiate a Wire Transfer for which Fedwire is used, and you identify the beneficiary by name and account number, you acknowledge and agree that the beneficiary's financial institution may make payment based solely upon the account number. Thus, if the name and account number of the Wire Transfer you initiate do not match, the beneficiary's financial institution may accept the Wire Transfer based solely upon the account number unless the beneficiary's financial institution has knowledge of the discrepancy. In any event, you acknowledge and agree that the beneficiary's bank is not required to determine whether the name and account number refer to the same beneficiary.

Similarly, without limiting the foregoing, in the event you initiate a Wire Transfer for which Fedwire is used, and you identify an intermediary or a beneficiary financial institution by name and identifying number, you acknowledge and agree that we and every intermediary or beneficiary financial institution may make payment based solely upon the identifying number. Thus, in the event the name and identifying number of the Wire Transfer you initiate do not match, we and every intermediary or beneficiary financial institution may rely solely upon the identifying number even in the event the identifying number identifies a financial institution other than the one named.

Record of oral or telephone orders - You agree that we may, if we choose, record any oral or telephone payment order or communication of amendment or cancellation.

Notice of credit - If we receive a payment order to credit an account you have with us, we are not required to provide you with any notice of the payment order or the credit.

Refund of credit - You agree that if we do not receive payment of an amount credited to your account, we are entitled to a refund from you in the amount credited and the party originating such payment will not be considered to have paid the amount so credited.

Amendment of funds transfer agreement - From time to time we may amend any term of this agreement by giving you reasonable notice in writing. We may give notice to anyone who is authorized to send payment orders to us in your name, or to anyone who is authorized to accept service.

Cancellation or amendment of payment order - You acknowledge and agree that you may not amend or cancel a Wire Transfer request after we have received it. In the event you request for us to amend or cancel a Wire Transfer that has been received by us, we may, at our discretion, make a reasonable effort to act upon your request. Under such circumstances, you acknowledge and agree that we are not liable to you in the event the Wire Transfer cannot be amended or canceled, for any reason. Furthermore, you acknowledge and agree to indemnify and reimburse us for any losses we incur which may result from your request to amend or cancel a Wire Transfer.

Intermediaries - You acknowledge and agree that we may select any intermediary financial institution, system or means of transmittal to send a Wire Transfer. Furthermore, you acknowledge and agree that our selection may differ from that indicated in your payment instructions.

Limit on liability - You waive any claim you may have against us for consequential or special damages, including loss of profit arising out of a payment order or funds transfer, unless this waiver is prohibited by law. We are not responsible for attorney fees you might incur due to erroneous execution of payment order.

Erroneous execution - If we receive an order to pay you, and we erroneously pay you more than the amount of the payment order, we are entitled to recover from you the amount in excess of the amount of the payment order, regardless of whether you may have some claim to the excess amount against the originator of the order.

Objection to payment - If we give you a notice that reasonably identifies a payment order issued in your name as sender that we have accepted and received payment for, you cannot claim that we are not entitled to retain the payment unless you notify us of your objection to the payment and request a return of funds to the originator within 60 calendar days of our notice to you.

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 for which Fedwire is used, 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. ViewPoint Bank reserves the right to temporarily suspend processing of international Automated Clearing House (ACH) transactions for verification which may result in a delay in settlement or crediting. 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. 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.

Using us to send or receive funds transfers shall constitute your acceptance of these terms of agreement.

To the extent that the terms contained in this Agreement are different than those in any other agreement or terms of account, this Agreement shall control and be deemed to modify such other agreements or terms of account.

We may establish or change cut-off times for the receipt and processing of funds, transfer requests, amendments, or cancellations. Unless other times are posted for the various types of fund transfers, the cut-off time will be 3:00 p.m. on each weekday that we are open which is not a holiday. Payment orders, cancellations, or amendments received after the applicable cut-off time may be treated as having been received on the next following funds transfer business day and processed accordingly.

We may charge your account for the amount of any funds transfer initiated by you or by any person authorized by you as an owner or other authorized party with the right of access to the account from which the funds transfer is to be made.

We may establish, from time to time, security procedures to verify the authenticity of a payment order. You will be notified of the procedure, if any, to be used to verify payment orders issued by you or for which your account will be liable. You agree that the authenticity of payment orders may be verified using that security procedure unless you notify us in writing that you do not agree to that security procedure. In that event, we shall have no obligation to accept any payment order from you or other authorized parties on the account until you and us agree, in writing, on an alternate security procedure.

If you give us a payment order which identifies the beneficiary (recipient of the funds) by both name and identifying or account number, payment may be made by the beneficiary's financial institution on the basis of the identifying or financial institution account number, even if the number identifies a person different than the named beneficiary. This means that you will be responsible to us if the funds transfer is completed on the basis of the identification number you provided to us. If you give us a payment order which identifies an intermediary or beneficiary's financial institution by both name and an identifying number, a receiving financial institution may rely on the number as the proper identification even if it identifies a different person than the named financial institution. This means that you will be responsible for any loss or expenses incurred by a receiving financial institution which executes or attempts to execute the payment order in reliance on the identifying number you provided.

We will not provide you with next day notice of receipt of ACH or wire transfers to your account. You will continue to receive notices of receipt of ACH and wire items in the periodic account statements which we provide. You may of course inquire between receipt of periodic statements whether or not a specific funds transfer has been received.

If we become obligated under Article 4A to pay interest to you, you agree that the rate of interest to be paid shall be equal to the dividend rate, on a daily basis, applicable to the account at The Bank to which the funds transfer should have been made or from which the funds transfer was made.

Automated Clearing House Items

This section covers your rights and responsibilities with regard to Automated Clearing House (ACH) Items you initiate or receive. In connection with your Account type, Consumer or Non-Consumer, your rights and responsibilities will be governed accordingly by applicable state laws and Federal rules and regulations. You acknowledge and agree to be bound by the NACHA Operating Rules. This section is divided into three distinct parts: Laws, Rules and Regulations, Business Accounts, and Consumer Accounts. The subject matter that follows provides guidance as to your rights and responsibilities of managing your Account with us.

Laws, Rules and Regulations

Provisioning of UCC 4A

The Uniform Commercial Code, Article 4A (UCC, Article 4A), provides provisions for Commercial credit transactions that process through the Automated Clearing House (ACH) not governed by Regulation E. Thus, with respect to the ACH Network, UCC, Article 4A, is only applicable to Commercial credit transactions (Non-Consumer).

Governing Body of NACHA

As a whole, the governing body of the National Automated Clearing House Association (NACHA) provides protections for Consumer ACH transactions. Furthermore, to some extent, NACHA provides protections for Non-Consumer ACH transactions. Nonetheless, these protections for a Non-Consumer are to a lesser extent and ordinary care by the owner of a Business Account is vital.

An example of NACHA's Consumer protections can best be characterized by the return timeframe allowed a Consumer in the event of an unauthorized transaction versus the same event for a Non-Consumer. For example, if a Consumer discovers an unauthorized ACH Entry(s), the Consumer has up to 60 calendar days from the Settlement Date of the respective ACH Entry(s) to return it as unauthorized. In contrast, a Business Account is limited to the next Business Day from the Settlement Date to return an unauthorized ACH Entry. Thus, when you are the owner of a Business Account, you must practice ordinary care with managing your Account activity on a daily basis. You may access your Account details by way of our Online Banking Services and/or Telephone Banking Service.

Governing Body of Regulation E

The role of Regulation E is to carry out the purposes of the Electronic Funds Transfer Act (EFTA), which establishes the basic rights, liabilities, and responsibilities of Consumers who use Electronic Fund Transfer services and of financial institutions that offer these services. The primary objective of the EFTA and Regulation E is the protection of Consumers engaging in Electronic Fund Transfers. The term Electronic Funds Transfer means any transfer of funds that is initiated through an electronic terminal, telephone, computer, or magnetic tape for the purpose of ordering, instructing, or authorizing a financial institution to debit or credit a Consumer's account. The term extends to these transaction types:

Point-of-sale transfers

Automated teller machine (ATM) transfers

Direct deposit or withdrawals of funds

Transfers initiated by telephone

Transfers initiated by debit card (regardless if initiated through an electronic terminal)

International ACH Transactions (IATs)

IATs are ACH entries that are part of a payment transaction involving the office of a financial agency (an institution authorized by law to accept deposits, issue money orders or transfer funds) that is not located in the territorial jurisdiction of the United States. Effective September 18, 2009, all international transactions made via the ACH Network are required to use the IAT SEC code. The IAT SEC code replaces the CBR and PBR SEC codes that previously were in use. The NACHA Operating Rules require the IAT code and format of all ACH payments entering or exiting the United States. This new rule applies to all ACH participants and will simplify the process of identifying international transactions by requiring that IAT entries include specific data elements defined by the Bank Secrecy Act (BSA) "Travel Rule."

The Originator acknowledges and agrees that the Bank may, from time to time, need to temporarily suspend the processing of an IAT for greater scrutiny or verification against the Specially Designated National (SDN) List (as defined in Schedule F) and that this additional scrutiny or verification may affect or delay the settlement and/or availability of the funds that are the subject of the IAT. The Bank shall not be liable

to the Originator or any other person if there is a delay in settlement or in the availability of funds that are the subject of the IAT caused by the Bank's temporary suspension of the processing of an IAT for greater scrutiny or verification against the SDN List.

Concerning Commercial ACH Credit Entries

Credit given by us to you with respect to an ACH Credit Entry is provisional until we receive final settlement from the Federal Reserve Bank (UCC, Article 4A). In the event we do not receive final settlement, you acknowledge and agree that we are entitled to debit your Account in the amount of the ACH Credit Entry, and the Originator that initiated the ACH Credit Entry shall be deemed not to have made payment to you. You acknowledge and agree that we may rely on the representations and warranties contained in the NACHA Operating Rules and may credit your Account in accordance to these Rules as instructed by the Originator of the ACH Credit Entry. Furthermore, we may accept an ACH Credit Entry on your behalf which is not subject to Regulation E and your rights and responsibilities with respect to such ACH Credit Entry shall be construed in accordance with the NACHA Operating Rules and the laws of the State of Texas.

Without limiting the foregoing, you acknowledge and agree that we are not required to provide you with next day notice of an ACH Credit Entry we accept on your behalf. However, we shall continue to notify you of such receipt as reflected on your Periodic Statement we provide to you. You may access your Account details by way of our Online Banking Services and/or Telephone Banking Service.

Concerning Commercial ACH Debit Entries

You acknowledge and agree that we may rely on the representations and warranties contained in the NACHA Operating Rules and may debit your Account in accordance to these Rules as instructed by the Originator of the ACH Debit Entry. Furthermore, we may accept an ACH Debit Entry on your behalf which is not subject to Regulation E and your rights and responsibilities with respect to such ACH Debit Entry shall be construed in accordance with the NACHA Operating Rules and the laws of the State of Texas.

Without limiting the foregoing, you acknowledge and agree that upon receipt of an ACH Debit Entry, you have until the next Business Day to determine if such ACH Debit Entry is authentic. In the event you do not recognize an ACH Debit Entry (or ACH Credit Entry), notify us AT ONCE of the relevant facts by calling 972.578.5000 (Customer Service). You may access your Account details by way of our Online Banking Services and/or Telephone Banking Service.

In the event you determine that the ACH Debit Entry is unauthorized, we will ask you to provide us with a written statement under the penalty of perjury and will return the ACH Debit Entry accordingly. You acknowledge and agree that we must receive your request to return such ACH Debit Entry by the next Business Day from the Settlement Date by our deadline at 12:00 p.m. CT. The Settlement Date is the date on which the ACH Debit Entry posted to your Account.

Notwithstanding, you acknowledge and agree that you lose your right to return under the NACHA Operating Rules in the event you fail to notify us of your intent to return an unauthorized ACH Debit Entry by the next Business Day from the Settlement Date by our deadline at 12:00 p.m. CT. Under such circumstances, we may act on your behalf to request a "permissible return" from the financial institution that sent the ACH Debit Entry, but such institution is not required to comply with our request. You agree to hold us harmless from any loss you incur as a result of the unauthorized ACH Debit Entry that is not returned by the next Business Day and deadline set forth herein and in accordance to the NACHA Operating Rules.

Returning Unauthorized ACH Entries: Commercial

Although all ACH Entries (both credit and debit) may be returned in accordance to the NACHA Operating Rules, those ACH Entries that are unauthorized may warrant the most concern. In the event you receive an ACH Entry that is unauthorized, you acknowledge and agree that you have until the next Business Day from the Settlement Date to return it. The Settlement Date is the date on which the ACH Entry posts to your Account.

In the event you discover (or reasonably should have discovered) any unauthorized ACH activity on your Account, notify us AT ONCE by calling 972.578.5000 (Customer Service). If it is determined that the ACH Entry is unauthorized, we will ask you to provide us with a written statement under the penalty of perjury and will return the ACH Entry accordingly. You must notify us of your intent to return an unauthorized ACH Entry by the next Business Day from the Settlement Date by our deadline at 12:00 p.m. CT. You acknowledge and agree to hold us harmless from any loss you incur as a result of the unauthorized ACH Entry that is not returned within the timeframe set forth herein and in accordance to the NACHA Operating Rules. Without limiting the foregoing, you acknowledge and agree to hold us harmless in the event it is later determined that the ACH Entry was authorized; thus, the Originator of such ACH Entry plans to seek retribution.

We strongly recommend that you review your Account often and consider carefully those to who you provide your Account information to help minimize fraudulent activity on your Account. You may access your Account details by way of our Online Banking Services and/or Telephone Banking Service.

Touchtone Teller Telephone Transfers - types of transfers - You may access your account by telephone 24 hours a day using your personal identification number, a touch tone phone, and your account numbers, to:

- transfer funds from checking to checking or savings
- transfer funds from savings to checking or savings
- make payments from checking or savings to loan accounts with us
- get information about:
 - the account balance of checking or savings accounts
 - deposits to checking or savings accounts

We may set limits on the amount of any transaction, and you will be notified of those limits.

- Touchtone Teller will not allow transactions to be performed on accounts that are overdrawn or delinquent. Withdrawal requests made before 3 p.m. will be processed the same day; those made after 3 p.m. (or during a weekend or holiday) will be processed on the next business day.

ATM Transfers - types of transfers and frequency and dollar limitations - You may access your account(s) by ATM using your ATM card and personal identification number (PIN) or VISA® Check Card and personal identification number (PIN), to:

- make deposits to checking or savings account(s)
- get cash withdrawals from checking or savings account(s)
 - you may make no more than ten withdrawals per business day
 - you may withdraw no more than \$400.00 per business day, if there are sufficient funds in your account
- transfer funds from savings to checking account(s)
- transfer funds from checking to savings account(s)
- get information about:
 - the account balance of your checking or savings account(s)

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

VISA® CHECK CARD AGREEMENT

Visa Check Cards will be automatically sent to each checking account owner (does not include Convenience signers) listed on the account and you understand that the card(s) must be activated before using. You understand that if your checking account becomes overdrawn due to a ViewPoint Bank Visa Check Card transaction, an insufficient funds fee may be charged. If you have cancelled your Card(s) for any reason, any recurring charges such as AOL, club membership dues, etc., will be returned unpaid and a fee will be charged to your account for the return. It is your responsibility to notify any such entity to discontinue their automatic debit of my account using this Card number(s). You also understand that any outstanding amounts that have been charged to this Card(s) prior to the cancellation of the Card(s) by you will be your responsibility and your account will be debited for these amounts. You agree to notify ViewPoint Bank of loss or theft of any Card, the disclosure of any PIN number, or any unauthorized use of a Card, PIN, or account immediately. You acknowledge that it is your responsibility to safeguard the use of the Card(s). You may cancel the use of a Card only by notifying us in writing and by returning the Card. Until these two conditions are satisfied and we have had a reasonable opportunity to act following your notification, you acknowledge that we can continue to honor transactions made through the use of a Card or PIN and that you will be liable for these transactions. If the Visa Check Card(s) has not been utilized for a period of one year or more, you understand the Card(s) will be deactivated and a new card(s) will need to be requested.

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

Point-of-Sale Transactions - frequency and dollar limitations - Using your card:

- there will be a \$25,000.00 or 20 transaction limit on the number of PIN-based point-of-sale or merchant transactions you may make per day; you may not exceed your available collected balance in transactions per calendar day.
- If the balance in your checking account is not sufficient to pay the transaction at the time the authorization is requested, we will not approve an authorization for that amount. We will not consider funds from any of your savings or other accounts to approve an authorization.
- When previously authorized transaction attempts to post to your account, if the balance in your checking account is not sufficient to pay a previously authorized transaction, we may pay the amount. We may charge an insufficient funds fee. We may transfer from any approved overdraft source, including savings or other accounts, to cure the negative balance due to this transaction.
- If our online system is interrupted for any reason and a third party processor stands in as processor for ATM and VISA® Check Card transactions, your ATM card limits will apply to all VISA® Check Card transactions during that period.
- When a merchant authorization is approved, a hold is placed on that amount in your checking account. The hold will be removed either when the transaction posts against your account or after 3 business days, whichever occurs first.
- You understand that if your VISA® Check Card has not been activated within 30 days upon its receipt, it will no longer be valid and a new card will need to be requested.
- If your VISA® Check Card or ATM Card has not been utilized for a period of one year or more, you understand that the card will be deactivated by us and a new card will need to be requested.

ZERO LIABILITY AND PROVISIONAL CREDIT POLICY - Visa's Zero Liability Policy has been devised to provide you with protection against unauthorized Visa Business check transactions processed through the Visa network, including Internet and telephone purchases. If you suspect your Visa business check card or card number has been lost or stolen, you may not be responsible for any unauthorized purchases if you report the theft promptly.

• Upon notification from you of unauthorized Visa transactions, ViewPoint Bank will limit your liability for those transactions to zero. ViewPoint Bank may require such notification to be received within 60 calendar days of the mailing date of the first statement showing any unauthorized Visa transactions. In evaluating your claim, ViewPoint Bank will consider whether gross negligence on your part has contributed to the transactions in question. ViewPoint Bank may increase this limit if, based on substantial evidence, it is reasonably determined that you were grossly negligent or fraudulent in the handling of the card or account.

- ViewPoint Bank will provide you with provisional credit for unauthorized Visa transactions within five business days from receipt of notification. Additionally, ViewPoint Bank may require written confirmation of the unauthorized Visa transactions before providing provisional credit.

ViewPoint Bank defines an "unauthorized transaction" to exclude the following:

- Any transaction by a business co-owner, a card holder or person authorized by a cardholder, or other person with an interest in or authority to transact business on the account.
- Any transaction by a cardholder that exceeds the authority given by the Visa Business check card account owner.

Foreign Transaction Fee - When you use your VISA® Check Card outside of the United States to complete a transaction with a merchant in any country other than the United States, a foreign transaction fee of 1% of the transaction amount will be charged to your account. If the transaction settles in currency other than US dollars, the charge will be converted into the US dollar amount. The currency conversion rate used to determine the transaction amount in US dollars is either a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date, plus the 1% foreign transaction fee. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date.

Cash withdrawals - Use of the Check Card, the account number on the card, the PIN or any other combination of the three for payments, purchases or to obtain cash advances with merchants, financial institutions or others who honor the card (each a "Card Withdrawal") is an order by me/us for the withdrawal of money from my/our Checking Account. Each Card withdrawal by me/us (or by someone else to whom I or either of us give the Card) may be charged to the Checking Account and will be treated as though it were a check for purposes of the Check Card Agreement.

Effect of Agreement - Even though the sales, cash advance, credit of sales slips I/we sign or receive when using the Card, the account number on the Card, PIN or any combination of the three may contain different terms, this agreement and The Visa Check Card Application is the contract which solely applies to all transactions involving the Card.

Advisory Against Illegal Use. You agree not to use your card(s) for illegal gambling, illegal internet gambling, or other illegal purpose. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located. Unlawful internet gambling means to place, receive, or otherwise knowingly transmit a bet or wager by any means which involves the use, at least in part, of the Internet where such bet or wager is unlawful under any applicable Federal or State law in the State or Tribal lands in which the bet or wager is initiated, received, or otherwise made. ViewPoint Bank reserves the right to deny transactions that may be restricted.

Ownership of Cards - Any card or other device which we supply to you is our property and must be returned to us, or to any person whom we authorize to act as our agent, or to any person who is authorized to honor the card, immediately according to instructions. The card may be repossessed at any time at our discretion without demand or notice. You cannot transfer your card or account to another person.

Honoring the Card - Neither we nor merchants authorized to honor the card will be responsible for the failure or refusal to honor the card or any other device we supply to you. Use of this card is prohibited from any activities related to any auction, gambling, or gambling website. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your account in lieu of a cash refund.

Security of Access Code - You may use one or more access codes with your electronic funds transfers. The access codes issued to you are for security purposes. Any codes issued to you are confidential and should not be disclosed to third parties or recorded on or with any card. You are responsible for safekeeping your access codes. You agree not to disclose or otherwise make your access codes available to anyone not authorized to sign on your accounts. If you authorize anyone to use your access codes, that authority shall continue until you specifically revoke such authority by notifying us in writing. You understand that any individual you authorize to use an access code may withdraw or transfer funds from any of your accounts. If you fail to maintain the security of these access codes and we suffer a loss, we may terminate your EFT services immediately.

When you or someone you authorize uses the card, you agree to the terms and conditions that governs the use of the Visa® Check Card. You understand that The Bank may access service charges for the privilege of having a Visa® Check Card: service charges are listed in the Schedule of Fees brochure. You understand that if your checking account becomes overdrawn due to a Visa® Check Card transaction, an insufficient funds fee may be charged. If you have cancelled your card(s) for any reason, any recurring charges such as AOL, club membership dues, etc., will be returned unpaid and a fee will be charged to your account for the return. Upon issuance of your Visa® Check Card, you are aware that any ATM card will be deactivated. If your Visa® Check Card(s) have not been utilized for a period of one year or more, you understand the card(s) will be deactivated and a new card(s) will need to be requested.

Lost/Stolen - If you believe the card, account number, the PIN or any combination of these has been lost or stolen, you will immediately call our 24-hour Touch Tone Teller at 972-578-6000 or 1-866-839-7484. You may also contact us at 972-578-5000 or 1-800-578-9009 during business hours.

Returns and Adjustments - Return or adjustments to your Visa Check Card will be credited to your checking account.

Transaction Slips - Your monthly statement for the checking account will identify the merchant, financial institution or electronic terminal at which a Visa Check Card transaction was made. But sales, cash advances, credit or other slips cannot be returned with the statement. You will retain the copy of such slips furnished at the time of the transaction in order to verify the monthly statement. We may make a reasonable charge for photocopies of slips you may request.

You understand that in order to obtain a Visa Check Card, we may request credit reports in connection with the issuance of the check card.

On-Line Banking (Electronic/PC/Mobile) Computer/Mobile Transfers - types of transfers - You may access your account(s) by computer through the internet by registering for online banking at www.viewpointbank.com. For security reasons and our customer's protection, we require you to log into online banking at least once every 6 months to keep it active. If you don't your registration will expire and you will have to register again. If your registration expires you will not have access to the online services and online statements will revert to paper statements. You may perform transactions by logging onto our website at www.viewpointbank.com, <http://gomobile.viewpointbank.com> or your mobile device at gomobile.viewpointbank.com and using your personal identification number and account numbers, to:

- transfer funds from checking to checking or savings
- transfer funds from savings to checking or savings
- make payments from checking or savings to loan account(s) with us
- make payments from checking to third parties using the Bill Payment service
- get information about:
 - the account balance of checking or savings account(s)
 - deposits to checking or savings accounts
 - withdrawals from checking or savings accounts

We will attempt to ensure that the service will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing. We reserve the right to refuse any transaction for which you do not have sufficient available verified funds, or which would exceed a credit limit, or lower an account below a required balance, or otherwise require us to increase our required reserve on the account. We may set other limits on the amount of any transaction, and you will be notified of those limits. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction, and there may be limits on the duration of each access.

It is your responsibility to keep your password(s) secret, to exit the browser when leaving the computer, and to keep the computer clean and free from viruses that could be used to capture password key strokes. You agree that we have no liability for losses resulting from unauthorized discovery or use of your password to access your account.

BILL PAY SERVICE TERMS:

A. BILL PAY SERVICE: If Customer has requested and been approved to use the Bill Pay Service, Customer will have the ability to make one-time or recurring payments from designated checking account(s) (the "Bill Pay Account(s)) to companies or individuals ("Payees") that Customer selects via the Bill Pay System. (Payments made via the Bill Pay Service are hereinafter referred to as "Bill Payments"). Customer will also have the ability to receive bills electronically from participating Payees. Customer understands and agrees that Bank may use a third party vendor to process Bill Payments.

B. ELIGIBLE ACCOUNTS AND PAYEES: Bill Pay Service is restricted to Business checking accounts. Customer understands that savings or money market accounts may not be used to make payments via the Bill Pay Service. Customer also understands and acknowledges that the Bank reserves the right to restrict Payees or categories of Payees to whom payments may be made using the Bill Pay Service. International payments and payments to state or Federal governmental units or entities are not permitted to be made via the Bill Pay Service. Payees must have a valid U.S. mailing address.

C. LIMITATION ON PAYMENT TRANSACTIONS: The dollar limit for Bill Payments is \$999,999.99 per day for any one Bill Payment and for the total of all Bill Payments on any given day. For Security reasons, Bank may change Bill Payment limits from time to time. To avoid an overdraft or a missed payment, funds available in Customer's Bill Pay Account on the "Payment Date" (as defined hereinafter) must be sufficient to cover the amount of all Bill Payments. If Customer does not have sufficient funds in its Bill Pay Account, Bank may, at its sole option, make Payments. This could cause Customer's Bill Pay Account to be overdrawn and an insufficient fee to be charged.

D. SCHEDULING AND PROCESSING OF PAYMENT: Customer acknowledges that, even though many Bill Payments will be sent electronically to the Payee, some Bill Payments will be sent by paper check via the U.S. Mail. Customer authorizes Bank or its third party vendor to choose the method of transmission of any Bill Payment initiated by Customer. Customer must provide a Payment Date for each payment, whether recurring or non-recurring (single). The Payment Date is the date that Customer wants the Payee to receive its payment. The Payment Date must be on or before the date that payment is due as required by Payee. When scheduling the Payment Date, Customer should not include any grace period that the Payee may allow.

CUSTOMER UNDERSTANDS AND AGREES THAT, TO ALLOW FOR PROCESSING AND MAILING, IF APPLICABLE, CUSTOMER MUST SCHEDULE OR TRANSMIT PAYMENT INSTRUCTIONS AT LEAST FIVE (5) BUSINESS DAYS PRIOR TO THE PAYMENT DATE. BANK IS NOT RESPONSIBLE FOR DELAYS IN MAIL.

Customer may enter a Bill Payment request as a one-time transaction or a recurring transaction. Bill Payments may be scheduled up to one year in advance of the Payment Date. Any recurring Bill Payment must have a fixed frequency and amount. Once Customer has requested a recurring Bill Payment, the Bill Payment will be made regularly by Bank without further request from Customer.

Customer is responsible for taking any necessary corrective action if a Bill Payment is rejected for any reason and making sure that Bill Payments have not been rejected. Customer agrees to notify Bank if it receives notice from a Payee that any payment through the Bill Pay Service has not been completed or remains unpaid.

If the Bill Pay Service is unavailable for any reason, or the Internet Service that Customer has chosen is unavailable, Customer is responsible for paying its bills by other means.

E. LIABILITY: By using the Bill Pay Service, Customer authorizes Bank and/or its third party vendor to follow the payment instructions that Customer provides to Bank via the Bill Pay Service and to make payment to the Payees that Customer designates. However, Bank shall not be obligated to make any payments unless Customer's Bill Pay Account has sufficient available funds on the Payment Date.

If Bank does not complete a Bill Payment on time or in the correct amount (provided Customer has given Bank the correct necessary information, selected a timely Payment Date, and scheduled or transmitted payment instructions at least five (5) Business Days before the Payment Date), Bank will pay any late fee as long as Customer's account is in good standing with the merchant or other Payee. Bank will not be liable for any loss, injury or damage, whether direct, indirect, special, consequential, exemplary, economic, or otherwise, caused by the Bill Pay Service or the use of the Bill Pay Service except as otherwise expressly provided for in this Agreement or by applicable law. Without limiting the foregoing, Bank shall not be liable if Customer has not provided Bank with complete and correct payment information, including, without limitation, the name, address, account number and payment amount for the Payee on any Bill Payment instruction. Bank is not responsible for what happens to a payment once it is received by the Payee, including any applicable finance charges and late fees, or any other action taken by a Payee resulting from a payment that arrives late because payment instructions were not scheduled or transmitted timely, the Payment Date selected by Customer was not timely, or if Customer gives any incorrect or incomplete Bill Payment Instruction(s) or addresses.

F. CUT-OFF TIMES: Payments entered on the Bill Pay System before 12:00 Central Standard Time on a Business Day will be scheduled and begin processing on the same Business Day. Payments entered after this cut-off time or on a day that is not a Business Day will be scheduled and processed the next Business Day. Scheduled recurring Bill Payments that fall on a weekend or a non-Business Day will be processed on the prior Business Day.

G. CANCELING OR CHANGING PAYMENTS: Payments may be cancelled or changed prior to confirmation of such payment, and in accordance with any User Guide or on-line instructions. Completed payments may not be cancelled or changed.

H. E-BILLS: E-Bills is a feature of the Bill Pay Service that enables Customer to receive bills electronically from participating Payees. Customer understands and acknowledges that Payees establish their own criteria for reviewing a request to receive e-bills and have sole discretion to accept or decline Customer's request. Bank takes no responsibility if a Payee does not provide the necessary data to forward an e-bill in a timely manner. If Customer does not receive a bill, it is Customer's responsibility to contact the Payee directly. Bank is not responsible for any late charges or other adverse consequences if a bill is not received timely. Any questions regarding bill details should be directed to the Payee.

Termination of EFT Services - You may terminate this Agreement or any EFT service under this Agreement at any time by notifying us in writing and stopping the use of your card(s) and any access code(s). You must return all cards to us. You also agree to notify any participating merchant that authority to make bill payment transfers has been revoked. We may also terminate this Agreement at any time by notifying you orally or in writing. If we terminate this Agreement, we may notify any participating merchants making preauthorized debits or credits to any of your accounts that this Agreement has been terminated and that we will not accept any further preauthorized transaction instructions. We may also program our computer not to accept your card or access code for any EFT service. Whether you or we terminate this Agreement, the termination shall not affect your obligations under this Agreement for any Electronic Fund Transfers made prior to termination.

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).

Online Statements - You have the ability to access your account statement(s) online with an active Online Banking registration. These statements will be available online for 6 months, after which time they will be purged. For security reasons and our customer's protection, we require you to log into online banking at least once every 6 months to continue receiving online statements. If your registration expires you will not have access to the online services and online statements will revert to paper statements. If you waive the option of receiving printed statements by mail, it is your responsibility to maintain proper equipment/software that will enable you to print and save these statements for your records. If you choose to start or discontinue the option of receiving printed statements, you must notify us with such request prior to the end of a month. You agree that it is your responsibility to examine each online statement of account and report any irregularities or disputes in the same time manner and timeframe as you would for a printed statement.

PREAUTHORIZED PAYMENTS

- **Right to stop payment and procedure for doing so.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how:
 - Call or write us at the telephone number or address listed in this brochure in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.
 - Please refer to our separate Schedule of Fees for the amount we will charge you for each stop-payment order you give.
- **Notice of varying amounts.** If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)
- **Liability for failure to stop payment of preauthorized transfer.** If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.
- If you give information about your account to any person who will present unsigned items for payment or initiate transfers from your account, then any item initiated by that person will be deemed authorized by you and may be charged to your account.
- You agree that if you utilize an automatic check writing service, the treatment of each item presented against your account(s) through the use of such a service and your rights and obligations with regard to such item will be the same as if the item were signed or initiated personally by you.

FINANCIAL INSTITUTION'S LIABILITY

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

- (1) If, through no fault of ours, you do not have enough money in your account to make the transfer.
- (2) If you have an overdraft line and the transfer would go over the credit limit.
- (3) If the automated teller machine where you are making the transfer does not have enough cash.
- (4) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.

(5) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.

(6) There may be other exceptions stated in our agreement with you.

ViewPoint Bank's primary concern is the security of its customers and their funds. With this in mind, ViewPoint Bank has determined to block debit card (check card) transactions over \$ 100.00 in the following areas: North and South Korea, Japan, and United Arab Emirates.

For your security, from time to time ViewPoint Bank may block transactions based on a known fraudulent transaction patterns. Although the intention is to restrict fraudulent transactions, authorized transactions may also be inadvertently restricted. We apologize in advance for the inconvenience this may cause but hope you understand the importance of preventing fraudulent activity. Restrictions will be removed when a determination has been made that the potential for fraud is no longer present.

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.

NOTICE OF ATM/NIGHT DEPOSIT FACILITY USER PRECAUTIONS

As with all financial transactions, please exercise discretion when using an automated teller machine (ATM) or night deposit facility. For your own safety, be 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, do not leave your card at the ATM. Do not leave any documents at a night deposit facility.
6. Protect the secrecy of your Personal Identification Number (PIN). Protect your ATM card as though it were cash. Don't tell anyone your PIN. Don't give anyone information regarding your ATM card or PIN over the telephone. Never enter your PIN in any ATM that does not look genuine, has been modified, has a suspicious device attached, or is operating in a suspicious manner. Don't write your PIN where it can be discovered. For example, don't keep a note of your PIN in your wallet or purse.
7. Prevent others from seeing you enter your PIN by using your body to shield their view.
8. If you lose your ATM card or if it is stolen, promptly notify us. You should consult the other disclosures you have received about electronic fund transfers for additional information about what to do if your card is lost or stolen.
9. When you make a transaction, be aware of your surroundings. Look out for suspicious activity near the ATM or night deposit facility, particularly if it is after sunset. At night, be sure that the facility (including the parking area and walkways) is well lighted. Consider having someone accompany you when you use the facility, especially after sunset. If you observe any problem, go to another ATM or night deposit facility.
10. Don't accept assistance from anyone you don't know when using an ATM or night deposit facility.
11. If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, pocket your card and leave. You might consider using another ATM or coming back later.
12. Don't display your cash; pocket it as soon as the ATM transaction is completed and count the cash later when you are in the safety of your own car, home, or other secure surrounding.
13. At a drive-up facility, make sure all the car doors are locked and all of the windows are rolled up, except the driver's window. Keep the engine running and remain alert to your surroundings.
14. We want the ATM and night deposit facility to be safe and convenient for you. Therefore, please tell us if you know of any problem with a facility. For instance, let us know if a light is not working or there is any damage to a facility. Please report any suspicious activity or crimes to both the operator of the facility and the local law enforcement officials immediately.

YOUR ABILITY TO WITHDRAW FUNDS

Funds Availability Notice:

Generally, non-cash deposits made into your account will be made available for withdrawal on the second business day after we receive your deposit, however, non-cash deposits of \$2,500.00 or less may be made available to you immediately. In some cases, we may delay your ability to withdraw funds beyond the second business day in which case, the funds will generally be available by the seventh business day after the day of deposit for exception holds.

Our policy is to make funds from your check deposits available to you on the second business day after the day we receive your deposit, with the first \$200 available on the first business day after the day of your deposit. Electronic direct deposits will be available on the day we receive the deposit. Cash, wire transfers, and some specified check deposits will also be available before the second business day, as detailed below. Once the funds are available, you can withdraw them in cash and we will use the funds to pay checks that you have written.

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

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before closing on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after closing on a day we are not open, we will consider that the deposit was made on the next business day we are open.

Same-Day Availability

Funds from the following deposits are available on the day we receive the deposit:

- Cash deposits.
- Non-cash deposits of \$2,500.00 or less.
- Electronic payments.
- Checks drawn on ViewPoint Bank.
- Traveler's Checks.

If you make the deposit in person to one of our employees, funds from the following deposits are also available on the day we receive the deposit:

- State and local government checks.
- U.S. Treasury checks
- Cashier's, official, certified, and teller's checks.
- Federal Reserve Bank checks, Federal Home Loan Bank checks, and U.S. postal money orders.

If you do not make your deposit in person to one of our employees (for example, if you mail the deposit), funds from these deposits will be available on the first business day after the day we receive your deposit. Cash deposits not made in person to one of our employees will also be available on the first business day after the day of deposit.

Other Check Deposits Subject to Second-Day Availability

The first \$200 from a deposit of other checks will be available on the first business day after the day of your deposit. The remaining funds will be available on the second business day after the day of your deposit.

For example, if you deposit a check of \$700 on a Monday, \$200 of the deposit is available on Tuesday. The remaining \$500 is available on Wednesday.

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.

LONGER DELAYS MAY APPLY

Funds you deposit by check may be delayed for a longer period under the following circumstances:

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

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

SPECIAL RULES FOR NEW ACCOUNTS

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

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

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

DEPOSITS AT AUTOMATED TELLER MACHINES

Funds from any deposits (cash or checks) made at automated teller machines (ATMs) on our premises will be available on the second business day after the day of deposit, excluding U.S. Treasury checks which will be available on the first business day after the day of deposit. Also, the first \$200 of a deposit will be available on the first business day after the day of deposit per the Funds Availability Schedule.

Funds from any deposits (cash or checks) made at automated teller machines (ATMs) not on our premises will be available on the fifth business day after the day of deposit. Also, the first \$200 of a deposit will be available on the first business day after the day of deposit per the Funds Availability Schedule.

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, insufficient funds 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.

Although it is not our current practice, 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 972-578-5000 or you may write to: 2101 Custer Road, Plano, TX 75075 or visit us at viewpointbank.com. You must contact us within 45 calendar days of the date that we mailed 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 [and/or] the following information to help us identify the substitute check: (identifying information, for example the check number, the name of the person to whom you wrote the check, the amount of the check).

SPECIFIC ACCOUNT DETAILS

BUSINESS CHECKING ACCOUNT

Any term or condition of this account may be added, deleted, amended or modified by us at any time at our sole discretion. To include, but not limited to, rates, terms, minimum balance requirements or the manner in which interest may be paid. We may temporarily or permanently close accounts to new participants and/or deposits/transfers at the discretion of The Bank.

Minimum balance requirements:

The minimum balance required to open this account is \$300.00.

You must maintain a minimum daily balance in your account to avoid a monthly service charge fee. If, during any monthly statement cycle, your account balance falls below the required minimum daily balance, your account will be subject to a monthly service charge fee for that monthly statement cycle. Refer to the Business Banking brochure for applicable fee and minimum balance requirement.

Transaction limitations:

No transaction limitations apply to this account unless otherwise stated in the Common Features section.

Fees:

Refer to the Business Schedule of Fees for applicable fees.

PREFERRED BUSINESS CHECKING ACCOUNT

Any term or condition of this account may be added, deleted, amended or modified by us at any time at our sole discretion. To include, but not limited to, rates, terms, minimum balance requirements or the manner in which interest may be paid. We may temporarily or permanently close accounts to new participants and/or deposits/transfers at the discretion of The Bank.

Minimum balance requirements:

The minimum balance required to open this account is \$100.00.

You must maintain a minimum daily balance in your account to avoid a monthly service charge fee. If, during any monthly statement cycle, your account balance falls below the required minimum daily balance, your account will be subject to a monthly service charge fee for that monthly statement cycle. Refer to the Business Banking brochure for applicable fee and minimum balance requirement.

Transaction limitations:

400 debit or credit transactions at no charge. Above 400 transactions, there is a charge of \$.30 per transaction.

Fees and charges:

Refer to the Business Schedule of Fees for applicable fees.

NONPROFIT CHECKING ACCOUNT

Any term or condition of this account may be added, deleted, amended or modified by us at any time at our sole discretion. To include, but not limited to, rates, terms, minimum balance requirements or the manner in which interest may be paid. We may temporarily or permanently close accounts to new participants and/or deposits/transfers at the discretion of The Bank.

Minimum balance requirements:

The minimum balance required to open this account is \$100.00.

You must maintain a minimum daily balance in your account to avoid a monthly service charge fee. If, during any monthly statement cycle, your account balance falls below the required minimum daily balance, your account will be subject to a monthly service charge fee for that monthly statement cycle. Refer to the Business Banking brochure for applicable fee.

Transaction limitations:

No transaction limitations apply to this account unless otherwise stated in the Common Features section.

Unlimited check writing.

BUSINESS ANALYSIS CHECKING ACCOUNT

Any term or condition of this account may be added, deleted, amended or modified by us at any time at our sole discretion. To include, but not limited to, rates, terms, minimum balance requirements or the manner in which interest may be paid. We may temporarily or permanently close accounts to new participants and/or deposits/transfers at the discretion of The Bank.

Earnings Credit - This account features an earnings credit which is applied to reduce or eliminate fees on the account during service charge assessment. If the earnings credit exceeds the fees for any period, the excess earnings credit will not be added back to the account. If you choose to close your account, any earnings credit accrued but not paid is forfeited.

Earnings Credit Calculation - The earnings credit will be calculated by applying the periodic earnings credit rate to the average daily collected balance in the account for the analyzed period. Each account is subject to a 10% reserve requirement, which is included during the calculation of the earnings credit outlined above. The periodic earnings credit rate is calculated and changed monthly based on the average 91Day T-Bill Rate for the previous month.

The average daily collected balance is calculated by adding the principal in the account for each day of the period and dividing by the number of days in the period. The period we use is the monthly statement cycle.

Minimum balance requirements:

The minimum balance required to open this account is \$500.00.

Transaction limitations:

No transaction limitations apply to this account unless otherwise stated in the Common Features section.

Fees and charges:

A monthly service charge will be assessed on the 10th calendar day of each month for the previous months analysis cycle.

A per item fee will be charged for each debit item.

A per item fee will be charged for each item deposited.

A per item fee will be charged for each ACH debit item.

A per item fee will be charged for each ACH credit item.

A per item fee will be charged for each NSF item that is paid.

A per item fee will be charged for each NSF item presented.

A per item fee will be charged for each returned and resubmitted deposit.

A fee will be charged for items paid against negative collected funds using the prime rate plus two points.

Each account is subject to a monthly maintenance fee.

Refer to the Business Schedule of Fees for applicable fees.

FREE BUSINESS CHECKING ACCOUNT

Any term or condition of this account may be added, deleted, amended or modified by us at any time at our sole discretion, to include, but not limited to, rates, terms, minimum balance requirements or the manner in which interest is paid. We may temporarily or permanently close accounts to new participants and/or deposits/transfers at the discretion of The Bank.

Minimum balance requirements:

The minimum balance required to open this account is \$100.00.

There is no minimum balance to maintain to avoid a monthly service charge fee.

Transaction limitations:

150 paper debit or credit transactions at no charge. Above 150 transactions, there is a charge of \$.30 per transaction.

If there is no activity on this account as of the first day of the six month, the account will convert to a Business Checking account.

BUSINESS SAVINGS ACCOUNT

Any term or condition of this account may be added, deleted, amended or modified by us at any time at our sole discretion. To include, but not limited to, rates, terms, minimum balance requirements or the manner in which interest may be paid. We may temporarily or permanently close accounts to new participants and/or deposits/transfers at the discretion of The Bank.

Rate Information:

The interest rate and annual percentage yield may change at any time, as determined by our board of directors or its designee.

Compounding and crediting - Interest will be compounded every month. Interest will be credited to your account every month. The Bank may change the compounding method or the manner of paying or crediting interest at any time in its sole discretion.

Effect of closing an account - Interest is paid through the closing date of the account.

Minimum balance requirements:

The minimum balance required to open this account is \$250.00.

You must maintain a minimum daily balance of \$250.00 in your account to obtain the disclosed annual percentage yield.

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

Accrual of interest on deposits - Interest will begin to accrue on the business day items are deposited. Business day means a calendar day other than a Saturday or a Sunday, January 1, the third Monday in January, the third Monday in February, the last Monday in May, July 4, the first Monday in September, the second Monday in October, November 11, the fourth Thursday in November, or December 25. If January 1, July 4, November 11, or December 25 falls on a Sunday, the next Monday is not a business day. In the event you make a deposit on a non-business day, the deposit will begin to accrue interest on the next day that is a business day. For example, if you make a deposit on Sunday, your deposit will begin to accrue interest on the following Monday, assuming that the Monday is not a non-business day as well.

Transaction limitations:

During any month, you may not make more than six withdrawals or transfers to another account of yours or to a third party by means of a preauthorized or automatic transfer, computer transfer, or telephonic order or instruction or by check, draft, or similar order to a third party. If you exceed the transfer limitations set forth above, your account will be subject to closure by The Bank.

There is no limit on the number of transactions you may make in the following manner: (i) transfers to any loan account with us; or (ii) transfers to another account of yours with us or withdrawals when such transfer or withdrawal is initiated in person, by mail, or at an ATM. If a transfer request would exceed the transfer limitations set forth above in any month, we may refuse or reverse the transfer.

Fees and charges:

Refer to the Business Schedule of Fees for applicable fees.

PINNACLE FUND ACCOUNT

Any term or condition of this account may be added, deleted, amended or modified by us at any time at our sole discretion. To include, but not limited to, rates, terms, minimum balance requirements or the manner in which interest may be paid. We may temporarily or permanently close accounts to new participants and/or deposits/transfers at the discretion of The Bank.

Rate Information:

The interest rate and annual percentage yield may change at any time, as determined by our board of directors or its designee. This is a tiered rate account. Please refer to the rate sheet for applicable tiers.

Compounding and crediting - Interest will be compounded every month. Interest will be credited to your account every month. The Bank may change the compounding method or the manner of paying or crediting interest at any time in its sole discretion.

Effect of closing an account - Interest is paid through the closing date of the account.

Minimum balance requirements:

Refer to the Business Banking brochure for applicable fee.

The minimum balance required to open this account is \$2,500.00. You must maintain a minimum daily balance of \$2,500.00 in your account to obtain the disclosed annual percentage yield. The annual percentage yield is based on a tiered account balance. Refer to the Business Rate Sheet for applicable rates.

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

Accrual of interest on deposits - Interest will begin to accrue on the business day items are deposited. Business day means a calendar day other than a Saturday or a Sunday, January 1, the third Monday in January, the third Monday in February, the last Monday in May, July 4, the first Monday in September, the second Monday in October, November 11, the fourth Thursday in November, or December 25. If January 1, July 4, November 11, or December 25 falls on a Sunday, the next Monday is not a business day. In the event you make a deposit on a non-business day, the deposit will begin to accrue dividends on the next day that is a business day. For example, if you make a deposit on Sunday, your deposit will begin to accrue interest on the following Monday, assuming that the Monday is not a non-business day as well.

Transaction limitations:

During any month, you may not make more than six withdrawals or transfers to another account of yours or to a third party by means of a preauthorized or automatic transfer, computer transfer, or telephonic order or instruction or by check, draft, or similar order to a third party. If you exceed the transfer limitations set forth above, your account will be subject to closure by The Bank.

There is no limit on the number of transactions you may make in the following manner: (i) transfers to any loan account with us; or (ii) transfers to another account of yours with us or withdrawals when such transfer or withdrawal is initiated in person, by mail, or at an ATM. If a transfer request would exceed the transfer limitations set forth above in any month, we may refuse or reverse the transfer.

CAPITAL RESERVE ACCOUNT

Any term or condition of this account may be added, deleted, amended or modified by us at any time at our sole discretion, to include, but not limited to, rates, terms, minimum balance requirements or the manner in which interest is paid. We may temporarily or permanently close accounts to new participants and/or deposits/transfers at the discretion of The Bank.

Rate Information:

The interest rate and annual percentage yield is a variable rate that is tied to the Federal Funds Rate, which is the interest rate at which depository institutions lend balances to each other overnight, as established by the Federal Reserve Board. The interest rate and annual percentage yield moves as with the Federal Funds as announced by Federal Open Market Committee. The rate is published by the Federal Reserve Board and may be found at www.federalreserve.gov/fomc/funds.rate.htm.

Compounding and Crediting:

Interest will be compounded every month. Interest will be credited to your account every month. The Bank may change the compounding method or the manner of paying or crediting interest at any time in its sole discretion.

Effect of closing an account - Interest is paid through the closing date of the account.

Minimum Balance Requirement:

The minimum balance required to open this account is \$500,000.00. You must maintain the daily balance in your account to obtain the disclosed annual percentage yield.

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

Accrual of earnings credit on noncash deposits -

Interest will begin to accrue on the business day that the noncash items (for example, checks) are deposited in your account.

Transaction Limitations:

During any month, you may not make more than six withdrawals or transfers to another account of yours with us or to a third party by means of a preauthorized or automatic transfer, computer transfer, or telephonic order or instruction or by check, draft, or similar order to a third party. If you exceed the transfer limitations set forth above, your account will be subject to closure by us.

There is no limit on the number of transactions you may make in the following manner: (i) transfers to any loan account with us; or (ii) transfers to another account of yours with us or withdrawals when such transfer or withdrawal is initiated in person, by mail, or at an ATM. If a transfer request would exceed the transfer limitations set forth above in any month, we may refuse or reverse the transfer.

BUSINESS MONEY MARKET ACCOUNT

Any term or condition of this account may be added, deleted, amended or modified by us at any time at our sole discretion. To include, but not limited to, rates, terms, minimum balance requirements or the manner in which interest may be paid. We may temporarily or permanently close accounts to new participants and/or deposits/transfers at the discretion of The Bank.

Rate Information:

The interest rate and annual percentage yield may change at any time, as determined by our board of directors or its designee.

Compounding and crediting - Interest will be compounded every month. Interest will be credited to your account every month. The Bank may change the compounding method or the manner of paying or crediting interest at any time in its sole discretion.

Effect of closing an account - Interest is paid through the closing date of the account.

Minimum balance requirements:

The minimum balance required to open this account is \$7,500.00.

You must maintain a minimum daily balance of \$7,500.00 in your account to obtain the disclosed annual percentage yield.

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

Accrual of interest on deposits - Interest will begin to accrue on the business day items are deposited. Business day means a calendar day other than a Saturday or a Sunday, January 1, the third Monday in January, the third Monday in February, the last Monday in May, July 4, the first Monday in September, the second Monday in October, November 11, the fourth Thursday in November, or December 25. If January 1, July 4, November 11, or December 25 falls on a Sunday, the next Monday is not a business day. In the event you make a deposit on a non-business day, the deposit will begin to accrue interest on the next day that is a business day. For example, if you make a deposit on Sunday, your deposit will begin to accrue interest on the following Monday, assuming that the Monday is not a non-business day as well.

Transaction limitations:

During any month, you may not make more than six withdrawals or transfers to another savings association account of yours or to a third party by means of a preauthorized, automatic, or computer transfer or telephonic order or instruction or by draft or similar order to a third party. If you exceed the transfer limitations set forth above, your account will be subject to closure by The Bank.

There is no limit on the number of transactions you may make in the following manner: (i) transfers to any loan account with us; or (ii) transfers to another account of yours with us or withdrawals when such transfer or withdrawal is initiated in person, by mail, or at an ATM. If a transfer request would exceed the transfer limitations set forth above in any month, we may refuse or reverse the transfer.

Fees:

Refer to the Business Schedule of Fees for applicable fees.

COMMON FEATURES

Account Restrictions - You understand and agree that we will not monitor your account for any requested two party signature restriction and you do hereby hold us harmless for all loss and liability, whether direct or indirect, incurred by you for payment by us of any item or withdrawal of any sums based upon only one of the required signatures.

Notices - Any written notice you give to us is effective when it is actually received by us. Any written notice we give to you is effective when it is deposited in the U.S. Mail, postage prepaid and addressed to you at your statement mailing address. Notice to any one account owner is considered notice to all owners of the account.

Taxpayer Identification - We require all signers who open an account to provide a certified United States Taxpayer Identification Number or validation as to exempt foreign status.

Credit Reports - In conjunction with the establishment or maintenance of any account(s) with us, you authorize us to obtain any credit reports we deem necessary. If an account is established and a credit report thereafter demonstrates derogatory credit existed at the time of application or at any time while the account is open, you understand that we, at our option, may reduce a credit line or close your account(s).

In addition to the above, you are consenting to us, at any time, requesting a consumer report from a consumer reporting agency for any legally permissible purpose, including reviewing your credit report for the purposes of offering you other products and services by or through us.

We may provide information about your transactions or experiences with you to any consumer reporting agency, or any third party who we reasonably believe is conducting legitimate credit inquiries, subject to all applicable financial privacy or other laws or regulations restricting such inquiries.

Electronic/Digital Signatures - Any contract, transaction, correspondence for which you provide an electronic signature has the same legal force and effect as your manual signature.

The following fee may be assessed against your account and the following transaction limitations, if any, apply to your account.

Check printing(fee depends on style and quantity of check ordered)

Please refer to our separate Schedule of Fees for additional information about charges.

Please refer to our separate Rate Schedule for current interest rates and annual percentage yields.

DEFINED TERMS

Collected balance - Funds that are available for use as determined by us.

Uncollected balance - Funds not available for use as determined by us.

Complaints Concerning Sale of Checks

ViewPoint Bank engages in the money transmission and/or currency exchange business as an authorized delegate of the following companies under Chapter 151 of the Texas Finance Code.

MoneyGram Payment Systems, Inc. 1-800-666-3947
American Express Travel Related
Services Company, Inc. 1-800-221-7282

After first contacting the company, if you still have an unresolved complaint regarding the company's money transmission or currency exchange activity; please direct your complaint to the Texas Department of Banking:

In Person or U.S. Mail.....Texas Department of Banking
2601 North Lamar Boulevard
Suite 300
Austin, TX 75705-4294
Telephone Number1-877-276-5554 (toll free)
Fax Number.....1-512-475-1313
Email Addressconsumer.complaints@banking.state.tx.us
Website Addresswww.banking.state.tx.us

July 1, 2011

Account Disclosure Amendment

September 1, 2011

Overdraft Protection – We shall be under no obligation to pay a check, ACH, debit or any other non-check product in the amount of which exceeds the available balance in your checking account. Our determination of an insufficient account balance may be made at any time between presentation and our midnight deadline with only one review of the account required. We have no duty to notify you of an insufficient funds check, ACH, debit or any other non-check product. In the event a check written by you, or non-check item or an electronic item is presented which would result in your checking account being overdrawn, and if you have applied and been approved for automatic overdraft protection, the item shall be deemed to be a request by you to us to transfer available funds from your other account(s) with us in increments designated by us sufficient to permit us to honor such check, ACH, debit or other non-check item. Further, if at that time you are eligible to receive advances from us under your line of credit loan account, the item shall be deemed as a request by you to us for an advance and an authorization to us to prepare a voucher of such advance in increments designated by us on your line of credit account sufficient to permit us to honor such item, and we may, but shall not be obligated to, approve and credit such advance to your checking account. When applicable, all such Advances will be subject to the terms of the Disclosure Statement and Agreement that governs your Open-End Advance. This authorization supersedes any inconsistent provisions in any other agreement. Funds transferred from your other account(s) will be transferred in increments to cover the total of all items being presented for payment at that time. Funds transferred will not be transferred back to the originating account, nor will the fee be refunded, for any funds not used to pay the items. If sufficient funds are not available in other account(s) or your line of credit loan account, then such item may be returned to payee due to insufficient funds and a charge will be made to your checking account in such amount as we may from time to time establish. Any owner on your account(s) may apply for and have this automatic overdraft protection added to each such account.

If no other means of overdraft protection is available and if you are currently eligible for Overdraft Privilege according to our Policies, at our discretion, we may pay up to \$2,500.00 of items (including over the counter teller, checks, ACH, ATM and other debit card transactions) that are drawn on insufficient funds. The bank will assess its Overdraft Privilege fee on each item, as disclosed in the Schedule of Fees. Thus, if you have two items drawn on insufficient funds, there will be two Overdraft Privilege fees assessed. More than one overdraft fee may be charged against the account each day, depending on the number of items presented for withdrawal from the account. The amount of discretionary coverage for your account is reduced by the amount of the fees. We may increase or decrease your limit based on your individual account practices. This service is not intended and should not be treated or used as a line of credit or in lieu of sound financial management. Please remember that this coverage is purely discretionary and may be permanently removed and/or account closed if it is abused. If the negative balance in your account is not covered within 30 days after we send you notice of your overdraft(s), your privilege may be suspended. Furthermore, we may discontinue the overdraft privilege at any time without notice since this program is completely discretionary and a courtesy feature only.

We may authorize and pay overdrafts for the following types of transactions, if you're eligible:

- Checks and other transactions made using your checking account number
- Automatic bill payments

Please let us know if you wish to opt-out of this service.

We will not authorize and pay overdrafts for the following types of transactions unless you ask us to:

- ATM Transactions
- Everyday debit card transactions – either PIN-based or signature-based

Please let us know if you want us to authorize and pay overdrafts on your ATM and everyday debit card transactions.

Payment Order of Items -The law permits us to pay items (such as checks, ACH, and other debit card transactions) drawn on your account in any order. The order in which transactions are processed and cleared can affect the total amount of overdraft fees incurred. To assist you in handling your account with us, we are providing you with the following information regarding how we process items. When processing items drawn on your account, our policy is to pay the items as they are presented to us throughout the day including: online banking and voice response transfers, ACH transactions and over the counter teller transactions. Other items drawn on your account are processed during nightly processing which include: deposits, ATM, debit card transactions and checks. Our policy is to group similar transactions posting deposits before withdrawals and then posting in low to high amount order within each group. 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. There is no policy that is favorable in every instance. If an item is presented without sufficient funds in your account to pay it, we may, at our discretion, pay the item (creating an overdraft) or return the item (NSF). The amounts of the overdrafts and NSF fees are disclosed elsewhere. We encourage you to make careful records and practice good account management. This will help you avoid writing checks or using your debit card without sufficient funds and incurring the resulting fee.