WELCOME TO THE FAMILY

YOU ARE IN THE PROCESS OF OPENING THE FOLLOWING ACCOUNT(S):

- Power Checking
- Savings Account

ENCLOSED ARE SEVERAL PAGES OF IMPORTANT INFORMATION REGARDING YOUR NEW ACCOUNT TO INCLUDE:

- A Clear and Concise Guide to the Power Checking Account
- A Clear and Concise Guide to the Savings Account
- Power Checking Account Disclosure
- Savings Account Disclosure
- Banking Services/Fee Schedule
- Deposit Agreement
- Electronic Services and Electronic Funds Transfer Disclosure
- AccountTRANSFER Overdraft Protection Plan
- Funds Availability Policy
- Privacy Disclosure
- Multi-Party/Payable on Death Election Form

FIBONACCI BANK
A division of First National Bank Texas

download our mobile banking application

We appreciate your business and look forward to serving your financial needs.

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www.1stnb.com
254-554-6699 • 800-677-9801

www.1stcb.com
800-903-7490 • TTY 866-390-9768

P.O. Box 937 ★ Killeen, TX 76540
# A Clear and Concise Guide to the POWER CHECKING ACCOUNT

## Basic Terms and Conditions

<table>
<thead>
<tr>
<th>Account Opening and Usage</th>
<th>Minimum Deposit Needed to Open Account</th>
<th>$20</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Monthly Maintenance Fee</td>
<td>$12</td>
</tr>
<tr>
<td></td>
<td>Requirements to Waive Monthly Maintenance Fee (No monthly maintenance fee if you do one of the following each statement cycle)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Maintain a balance of $100 or more each day, or</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Have a monthly recurring direct deposit of $100 or more reflect on your monthly statement (Internal transfers from other FNBT / FCB accounts and Internet Banking transfers do not qualify as direct deposits for waiving the monthly fee), or</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Complete at least eight (8) debit card purchases that reflect on your monthly statement. (ATM transactions do not count towards the eight (8) debit card purchases)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Gold Key ATMs (ATMs we own)</td>
<td>Free</td>
</tr>
<tr>
<td></td>
<td>Non-Gold Key ATMs (ATMs we do not own)</td>
<td>$2</td>
</tr>
<tr>
<td></td>
<td>Non-Sufficient Funds (NSF) Fee</td>
<td>$34</td>
</tr>
<tr>
<td></td>
<td>Overdraft Fee</td>
<td>$34</td>
</tr>
<tr>
<td></td>
<td>Other Service Fees</td>
<td>Please consult the Banking Services/Fee Schedule for a list of additional service fees.</td>
</tr>
</tbody>
</table>

## Account TRANSFER OVERDRAFT PROTECTION PLAN

Account TRANSFER Overdraft Protection allows you to use the money you put aside in a separate designated “transfer from” account as protection against overdrafts in other accounts.

| Account TRANSFER Overdraft Protection (you must request this additional service) | $10 |

Account TRANSFER Overdraft Protection transfers are made for the exact amount required to cover the overdraft plus the applicable transfer fee. If your designated “transfer from” account does not have enough available funds to cover the necessary amount, we will not make a transfer. We will make one (1) transfer per day and one (1) fee of $10 will be assessed. If the exact amount is not available in the designated “transfer from” account to cover the overdraft plus the transfer fee, then no transfer will take place and our normal per item NSF/OD fee and Negative Balance Fees apply.

## What You Need to Know About Overdrafts and Overdraft Fees

We pay overdrafts at our discretion, which means we do not guarantee we will always authorize and pay any type of transaction. An overdraft occurs when you do not have enough money in your account to cover a transaction, but we pay it anyway.

<table>
<thead>
<tr>
<th>Overdraft Fees and Overdraft Options</th>
<th>No Overdraft Privilege Service</th>
</tr>
</thead>
<tbody>
<tr>
<td>Option A: No Overdraft Privilege (you must request this option)</td>
<td>If you choose not to opt into any kind of overdraft privilege, then all transactions that will cause an overdraft will be declined or returned. However, even if you choose not to opt into any kind of overdraft privilege, your account may still become overdrawn.</td>
</tr>
<tr>
<td>Non-Sufficient Funds (NSF) Fee</td>
<td>You will be charged an NSF fee for each check and ACH transaction that is returned because you do not have enough money in your account. We will not charge this fee if the item we return is less than $1.</td>
</tr>
<tr>
<td>Negative Balance Fee</td>
<td>If your account is overdrawn for six (6) consecutive banking days, we will charge you this additional fee on the sixth (6th) banking day. We will waive this fee if on the sixth (6th) day your account is overdrawn less than $3. A “banking day” is every day except Easter Sunday, Thanksgiving Day and Christmas Day.</td>
</tr>
</tbody>
</table>

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**First National Bank Texas**

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P.O. Box 937  Killeen, TX 76540
## WHAT YOU NEED TO KNOW ABOUT OVERDRAFTS AND OVERDRAFT FEES

<table>
<thead>
<tr>
<th>Option B: Partial Overdraft Privilege (This is the standard overdraft service that comes with the account)</th>
<th>Partial Overdraft Privilege Service</th>
<th>We may, at our discretion, authorize and pay overdrafts for checks, ACH transactions and automated bill payments.</th>
</tr>
</thead>
</table>
| Overdraft Fee/Non-Sufficient Funds (NSF) Fee                                                       | $34                               | If we choose not to pay these types of items for you, you will be charged an NSF fee for each item we return. If we choose to pay these types of items for you, you will be charged an overdraft fee for each item we pay. We will not charge you a fee:  
  - For each item of less than $1, or  
  - Any time after we’ve paid an item, including fees, if your resulting account balance is less than $3 overdrawn. |
| Maximum Number of Overdraft Fees per Day                                                            | 4                                 | If we choose to pay more than four (4) overdraft items for you in one day, we will limit the number of per item overdraft fees we charge you to four (4) per banking day. A “banking day” is every day except Easter Sunday, Thanksgiving Day and Christmas Day. |
| Negative Balance Fee                                                                                | $34                               | If your account is overdrawn for six (6) consecutive banking days, we will charge you this additional fee on the sixth (6th) banking day. We will waive this fee if on the sixth (6th) day your account is overdrawn less than $3. A “banking day” is every day except Easter Sunday, Thanksgiving Day and Christmas Day. |

<table>
<thead>
<tr>
<th>Option C: Full Overdraft Privilege (you must request this option)</th>
<th>Full Overdraft Privilege Service</th>
<th>We may, at our discretion, authorize and pay overdrafts for all types of transactions: ATM, everyday debit card transactions, recurring debit card transactions, checks, ACH transactions and automated bill payments.</th>
</tr>
</thead>
</table>
| Overdraft Fee/Non-Sufficient Funds (NSF) Fee                                                       | $34                               | If we choose not to pay these types of items for you, you will be charged an NSF fee for each item we return. If we choose to pay these types of items for you, you will be charged an overdraft fee for each item we pay. We will not charge you a fee:  
  - For each item of less than $1, or  
  - Any time after we’ve paid an item, including fees, if your resulting account balance is less than $3 overdrawn. |
| Maximum Number of Overdraft Fees per Day                                                            | 4                                 | If we choose to pay more than four (4) overdraft items for you in one day, we will limit the number of per item overdraft fees we charge you to four (4) per banking day. A “banking day” is every day except Easter Sunday, Thanksgiving Day and Christmas Day. |
| Negative Balance Fee                                                                                | $34                               | If your account is overdrawn for six (6) consecutive banking days, we will charge you this additional fee on the sixth (6th) banking day. We will waive this fee if on the sixth (6th) day your account is overdrawn less than $3. A “banking day” is every day except Easter Sunday, Thanksgiving Day and Christmas Day. |
WHAT YOU NEED TO KNOW ABOUT OUR PROCESSING POLICIES

Processing Policies

Posting Order
The order in which withdrawals and deposits are processed

We start with the account balance in your account at the beginning of the banking day, subtract holds from your account balance and make any adjustments from prior days. Next, we add credits and then subtract debits from your account balance. The following is a summary of how we generally post items and examples of some of our categories and the more common transactions we assign to each category.

- First, your deposits and credits are added to your account balance.
- Then, withdrawals made at our teller windows, transfers made with our 24-Hour Personal Account Line, online and mobile banking systems, online and mobile banking bill payments and outgoing wire transfers are subtracted from your account balance in lowest to highest dollar amount.
- Then, card transactions and ATM transactions are subtracted from your account balance in date and time order.
- Then, ACH debits without a check number are subtracted from your account balance before other checks you wrote with a check number, in highest to lowest dollar amount. When we receive a check number, checks will be subtracted from your account balance in sequential check number order.
- Finally, most fees and service charges in lowest to highest dollar amount.

Keep in mind that we may process transactions in a different order than you made them. This may impact the total amount of fees you incur per banking day. A “banking day” is every day except Easter Sunday, Thanksgiving Day and Christmas Day.

Deposit Hold Policy
When funds deposited to your account are available

- Electronic direct deposit
  - Typically the same day we receive your deposit. In some instances, we may receive your direct deposit in advance of the release/settlement date authorized by the sender. In such cases, the direct deposit will be made available no later than the release/settlement date.

- Cash deposit with teller
  - Same banking day.
  - A “banking day” is every day except Easter Sunday, Thanksgiving Day and Christmas Day.

- Check deposit with teller
  - Usually the next banking day. A “banking day” is every day except Easter Sunday, Thanksgiving Day and Christmas Day. In some situations, after your deposit is made, we may notify you that your funds will not be available for up to seven (7) business days after the business day of your deposit. The first $200 of that deposit may be made available the next business day after the business day of your deposit depending on the type of hold placed.
  - If you are a new customer, within the first thirty (30) days after your account is opened, we may notify you after your deposit is made that your funds will not be available for up to nine (9) business days after the business day of your deposit.
  - A “business day” is a non-holiday weekday generally ending at 5:00 p.m. local time.

This guide highlights some of the terms of the Power Checking Account we offer. It is not the governing terms and conditions of the Power Checking Account. For the governing terms and conditions of the Power Checking Account, please see the Deposit Agreement and Account Disclosure. For more information about our overdraft fees and options, and other services we offer, please see the What You Need to Know about Overdrafts and Overdraft Fees disclosure and the Banking Services/Fee Schedule. For more information about our deposit hold policy, please see the Funds Availability Policy.
# A Clear and Concise Guide<sup>1</sup> to the SAVINGS ACCOUNT

## BASIC TERMS AND CONDITIONS

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<tr>
<td>Monthly Maintenance Fee</td>
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</table>

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<tr>
<th>Account Opening and Usage</th>
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<tbody>
<tr>
<td>How to Avoid the Monthly Maintenance Fee (do one of the following each month)</td>
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<tr>
<td>Maintain a balance of $100 or more each day, or</td>
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<tr>
<td>Have a monthly recurring direct deposit of $100 or more post and clear the account. (Internal transfers from other FNBT / FCB accounts and internet banking transfers do not qualify as direct deposits for waiving the monthly fee)</td>
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<tr>
<th>Account Opening and Usage</th>
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<tbody>
<tr>
<td>Per Item Withdrawal Fee</td>
<td>$3.50</td>
</tr>
<tr>
<td>A per item withdrawal fee will be charged on the last business day of the month. We will not assess this fee on your first debit transaction. Normal ATM owner/operator charges always apply.</td>
<td></td>
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<th>Account Opening and Usage</th>
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<tbody>
<tr>
<td>How to Avoid the Per Item Withdrawal Fee</td>
<td></td>
</tr>
<tr>
<td>Maintain more than $2,000 in your Savings Account each day.</td>
<td></td>
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</table>

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<tr>
<th>Account Opening and Usage</th>
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<tbody>
<tr>
<td>Non-Gold Key ATMs (ATMs we do not own)</td>
<td>$2</td>
</tr>
<tr>
<td>For each withdrawal, inquiry or transfer, plus any fee charged by the ATM’s owner/operator.</td>
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<th>Account Opening and Usage</th>
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<tbody>
<tr>
<td>AccountTRANSFER Overdraft Protection Plan Fee</td>
<td>$10</td>
</tr>
<tr>
<td>If you are enrolled in this plan then the AccountTRANSFER fee will always apply. See AccountTRANSFER Overdraft Protection Plan below for more information.</td>
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<td>Per item we return because you do not have enough money in your account.</td>
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<sup>1</sup> The information provided is subject to change without notice. Please consult with a representative for the most current information.
## WHAT YOU NEED TO KNOW ABOUT OVERDRAFTS AND OVERDRAFT FEES

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  * For each item of less than $1, or  
  * Any time after we’ve paid an item, including fees, if your resulting account balance is less than $3 overdrawn. |
| Maximum Number of Overdraft Fees per Day | 4 | If we choose to pay more than four (4) overdraft items for you in one day, we will limit the number of per item overdraft fees we charge you to four (4) per banking day. A “banking day” is every day except Easter Sunday, Thanksgiving Day and Christmas Day. |
| Negative Balance Fee | $34 | If your account is overdrawn for six (6) consecutive banking days, we will charge you this additional fee on the sixth (6th) banking day. We will waive this fee if on the sixth (6th) day your account is overdrawn less than $3. A “banking day” is every day except Easter Sunday, Thanksgiving Day and Christmas Day. |

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<tr>
<th>Option C: Full Overdraft Privilege (you must request this option)</th>
<th>Full Overdraft Privilege Service</th>
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| Maximum Number of Overdraft Fees per Day | 4 | If we choose to pay more than four (4) overdraft items for you in one day, we will limit the number of per item overdraft fees we charge you to four (4) per banking day. A “banking day” is every day except Easter Sunday, Thanksgiving Day and Christmas Day. |
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WHAT YOU NEED TO KNOW ABOUT OUR PROCESSING POLICIES

Posting Order
The order in which withdrawals and deposits are processed

We start with the account balance in your account at the beginning of the banking day, subtract holds from your account balance and make any adjustments from prior days. Next, we add credits and then subtract debits from your account balance. The following is a summary of how we generally post items and examples of some of our categories and the more common transactions we assign to each category.

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- Then, withdrawals made at our teller windows, transfers made with our 24-Hour Personal Account Line, online and mobile banking systems, online and mobile banking bill payments and outgoing wire transfers are subtracted from your account balance in lowest to highest dollar amount.
- Then, card transactions and ATM transactions are subtracted from your account balance in date and time order.
- Then, ACH debits without a check number are subtracted from your account balance before other checks you wrote with a check number, in highest to lowest dollar amount. When we receive a check number, checks will be subtracted from your account balance in sequential check number order.
- Finally, most fees and service charges in lowest to highest dollar amount.

Keep in mind that we may process transactions in a different order than you made them. This may impact the total amount of fees you incur per banking day. A “banking day” is every day except Easter Sunday, Thanksgiving Day and Christmas Day.

Deposit Hold Policy
When funds deposited to your account are available

- Electronic direct deposit
  - Typically the same day we receive your deposit. In some instances, we may receive your direct deposit in advance of the release/settlement date authorized by the sender. In such cases, the direct deposit will be made available no later than the release/settlement date.
- Cash deposit with teller
  - Same banking day. A “banking day” is every day except Easter Sunday, Thanksgiving Day and Christmas Day.
- Check deposit with teller
  - Usually the next banking day. A “banking day” is every day except Easter Sunday, Thanksgiving Day and Christmas Day. In some situations, after your deposit is made, we may notify you that your funds will not be available for up to seven (7) business days after the business day of your deposit. The first $200 of that deposit may be made available the next business day after the business day of your deposit depending on the type of hold placed.
  - If you are a new customer, within the first thirty (30) days after your account is opened, we may notify you after your deposit is made that your funds will not be available for up to nine (9) business days after the business day of your deposit.

A “business day” is a non-holiday weekday generally ending at 5:00 p.m. local time.

WHAT YOU NEED TO KNOW ABOUT TRANSACTION LIMITATIONS

Regulation D limits certain types of transactions you can make out of your Savings Account to a maximum combined total of six (6) per month.

The types of transactions that are limited to a combined total of six (6) per month include:

- Transfers via Internet Banking (including Bill Pay)
- Transfers via the telephone
- Pre-authorized transfers out of your account
- Automatic transfers to cover an overdraft in another account
- Debit card purchases

The types of transactions that are not limited include:

- Transactions done in person
- By messenger
- By mail
- At an ATM
- Transfers between accounts to pay loans at the same bank

If you exceed the transaction limitations more than twice within a twelve (12) month period, your Savings Account will be closed. Any remaining balance will be transferred to a non-interest bearing checking account and will be subject to the terms and conditions of that account.
### WHAT YOU NEED TO KNOW ABOUT OUR RATE INFORMATION

<table>
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<tr>
<th>Rate Information</th>
<th>Tiered Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum Daily Balance to Receive the APY</td>
<td>See the Personal Banking Rate Sheet for the current APY and interest rate for this account.</td>
</tr>
<tr>
<td>Determining the Interest Rate</td>
<td>Any change to the interest rate for your account is at our discretion.</td>
</tr>
<tr>
<td>Frequency of Interest Rate Changes</td>
<td>We may, at any time, change the basis of payment for interest or the rate of interest.</td>
</tr>
<tr>
<td>Compounding and Crediting</td>
<td>Interest is compounded daily and credited monthly. Interest earned but not credited will be paid upon closeout of the account.</td>
</tr>
<tr>
<td>Balance Computational Method</td>
<td>We use the daily balance method to calculate interest. This method applies a daily periodic rate to the principal in the account each day.</td>
</tr>
<tr>
<td>When Interest Begins to Accrue</td>
<td>Interest begins to accrue on the business day you deposit cash or non-cash items (for example, checks).</td>
</tr>
</tbody>
</table>

This guide highlights some of the terms of the Savings Account we offer. It is not the governing terms and conditions of the Savings Account. For the governing terms and conditions of the Savings Account, please see the Deposit Agreement and Account Disclosure. For more information about our overdraft fees and options, and other services we offer, please see the What You Need to Know about Overdrafts and Overdraft Fees disclosure and the Banking Services/Fee Schedule. For more information about our deposit hold policy, please see the Funds Availability Policy. For more information about our APY and interest rate, please see the Personal Banking Rate Sheet.
ACCOUNT DISCLOSURE

POWER CHECKING

Minimum Required to Open the Account: $20

Minimum Balance to Avoid a Monthly Maintenance Fee: $100 Daily Balance

Account Fees:

- A monthly maintenance fee of $12 will be assessed, unless one (1) of the following qualifiers is met each statement cycle:
  - Maintain a balance of $100 or more each day.
  - Have at least eight (8) debit card purchases reflect on the monthly statement. ATM transactions do not count towards the eight (8) debit card purchases.
  - Have a monthly recurring Direct Deposit transaction of $100 or more reflect on the monthly statement. Internal transfers from other FNBT/FCB accounts and Online Banking transfers do not qualify as Direct Deposits for waiving the monthly maintenance fee.
  - Have at least one (1) account holder age 55 or older.
- Non-Sufficient Funds (NSF) and Overdraft fees of $34.00 per item apply. Avoid NSF/OD fees with AccountTRANSFER. See a personal banker for details.
- See the Banking Services/Fee Schedule for other fees applicable to this account.
ACCOUNT DISCLOSURE
SAVINGS ACCOUNT

Minimum Required to Open the Account: $20

Minimum Balance to Avoid a Monthly Maintenance Fee: $100 Daily Balance

Rate Information:
- See the Personal Banking Rate Sheet for the annual percentage yield (APY) and interest rate for this account.
- This is a tiered rate account. The daily account balance will determine the interest rate.
- We may, at any time, change the basis of payment for interest or the rate of interest.
- Interest is compounded daily and credited monthly. Interest earned but not credited will be paid upon closeout of the account.
- Interest begins to accrue on the business day you deposit cash and non-cash items (for example, checks). We use the daily balance method to calculate interest. This method applies a daily periodic rate to the principal in the account each day.

Account Fees:
- A $5.00 monthly maintenance fee will be assessed if one (1) of the following qualifiers is not met each month:
  - Maintain a balance of $100 or more each day.
  - Have a monthly recurring Direct Deposit transaction of $100 or more post and clear the account. Internal transfers from other FNBT/FCB accounts and Online Banking transfers do not qualify as Direct Deposits for waiving the monthly maintenance fee.
- Non-Sufficient Funds (NSF) and Overdraft fees of $34.00 per item apply. Avoid NSF/OD fees with AccountTRANSFER. See a personal banker for details.
- Each AccountTRANSFER Overdraft Protection transfer is subject to a $10.00 fee.
- Your Savings Account provides one (1) FREE, non-AccountTRANSFER, debit per calendar month. Except for AccountTRANSFER, beginning with the second (2nd) debit, a $3.50 per item withdrawal fee will be charged on the last business day of the month. Normal ATM transaction and AccountTRANSFER Overdraft Protection fees will apply. Normal ATM charges also apply.
- If your account balance remains above $2,000 each day of the month, you will not be subject to the $3.50 per item withdrawal fee. Normal ATM transaction and AccountTRANSFER Overdraft Protection fees will apply. Normal ATM charges also apply.
- See the Banking Services/Fee Schedule for other fees applicable to this account.

Limitations on the Number of Transactions:
Federal Regulation D limits Savings Accounts to a maximum combined total of six (6) transfers per month unless the transfers are done at an FNBT/FCB location, at an ATM or made between accounts to pay loans at the same bank. The types of transfers that are limited in total to six (6) are Online Banking transfers between accounts (including mobile and text), AccountTRANSFER Overdraft Protection transfers, telephone transfers (including automated and assisted) and debit card purchases.

If the limit of six (6) allowable transfers per month is exceeded more than twice within a twelve (12) month period, your Savings Account will be closed and the remaining balance will be transferred to a checking account subject to the terms and conditions of that account.

The Bank's Right to Require Notice
The bank has the right to require a minimum of seven (7) days prior written notice of withdrawal from any account that is a Savings Account.
# BANKING SERVICES/FEE SCHEDULE

## ACCOUNT-RELATED SERVICES

<table>
<thead>
<tr>
<th>Service</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Account Assignment to Third Parties</td>
<td>$50.00</td>
</tr>
<tr>
<td>Account Closing (within 90 days of opening)</td>
<td>$25.00</td>
</tr>
<tr>
<td>Account Inactivity Fee (Accounts with no owner-initiated debits or credits for 11 months will be charged a fee equal to the lesser of $35.00 or the account balance.)</td>
<td>$35.00</td>
</tr>
<tr>
<td>Account Printout (lobby request)</td>
<td>FREE</td>
</tr>
<tr>
<td>Account Research</td>
<td></td>
</tr>
<tr>
<td>Statement Copy</td>
<td>$10.00</td>
</tr>
<tr>
<td>Minimum Research Charge (up to one (1) hour)*</td>
<td>$20.00</td>
</tr>
<tr>
<td>Each Additional 15 Minutes</td>
<td>$5.00</td>
</tr>
<tr>
<td>Per Item Fee</td>
<td>$1.00</td>
</tr>
<tr>
<td>*Plus postage and insurance as applicable</td>
<td></td>
</tr>
<tr>
<td>AccountTRANSFER Overdraft Protection Plan</td>
<td>$10.00</td>
</tr>
<tr>
<td>ACH Stop Payment</td>
<td></td>
</tr>
<tr>
<td>One-Time Stop Payment</td>
<td>$35.00</td>
</tr>
<tr>
<td>Indefinite Stop Payment</td>
<td>$35.00</td>
</tr>
<tr>
<td>Checkbook Balancing</td>
<td></td>
</tr>
<tr>
<td>Per 15 Minutes</td>
<td>$5.00</td>
</tr>
<tr>
<td>Minimum</td>
<td>$5.00</td>
</tr>
<tr>
<td>Legal Processing Against Accounts (such as levies, garnishments, etc.)</td>
<td>$100.00</td>
</tr>
<tr>
<td>Negative Balance Fee</td>
<td>$34.00</td>
</tr>
<tr>
<td>If your account is negative for six (6) consecutive banking days, we will charge you a negative balance fee. We will waive this fee if on the sixth (6th) day your account is overdrawn less than $3.</td>
<td></td>
</tr>
<tr>
<td>Non-Sufficient Funds (NSF) Charge</td>
<td>$34.00</td>
</tr>
<tr>
<td>Online Services (Online Banking, Mobile Banking, and E-Statements)</td>
<td>FREE</td>
</tr>
<tr>
<td>Overdraft Charge</td>
<td></td>
</tr>
<tr>
<td>Overdraft Resulting from Return Item (deposited or cashed)</td>
<td>$34.00</td>
</tr>
<tr>
<td>Per Item Withdrawal Fee for Money Market Accounts</td>
<td>$5.00</td>
</tr>
<tr>
<td>Per Item Withdrawal Fee for Savings Accounts</td>
<td>$3.50</td>
</tr>
<tr>
<td>Personalized Checks, Deposit/Withdrawal Slips and Other</td>
<td></td>
</tr>
<tr>
<td>Account Products</td>
<td>Prices upon request</td>
</tr>
<tr>
<td>Recovery Fee</td>
<td></td>
</tr>
<tr>
<td>Charged-off Accounts of $200.00 or Less</td>
<td>$10.00</td>
</tr>
<tr>
<td>Charged-off Accounts Over $200.00.00</td>
<td>$49.00</td>
</tr>
<tr>
<td>Return Item (deposited or cashed)</td>
<td>$10.00</td>
</tr>
<tr>
<td>Commercial</td>
<td></td>
</tr>
<tr>
<td>Normal processing (per item)</td>
<td>$3.00</td>
</tr>
<tr>
<td>Special handling (per item)</td>
<td>$5.00</td>
</tr>
<tr>
<td>Photocopy (per item)</td>
<td>$1.00</td>
</tr>
<tr>
<td>Return Mail Processing (per month)</td>
<td>$10.00</td>
</tr>
<tr>
<td>Statements Held for Pick-Up</td>
<td>$5.00</td>
</tr>
<tr>
<td>Stop Payment Order</td>
<td>$35.00</td>
</tr>
<tr>
<td>Temporary Checks (each)</td>
<td>$0.50</td>
</tr>
</tbody>
</table>

## GOLDFI KEY NETWORK® ATM/DEBIT MASTERCARD® SERVICES

Available to individuals and commercial customers doing business as a sole proprietorship

<table>
<thead>
<tr>
<th>Service</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Debit MasterCard®</td>
<td></td>
</tr>
<tr>
<td>Non-Photo Card</td>
<td>FREE</td>
</tr>
<tr>
<td>Photo Card</td>
<td></td>
</tr>
<tr>
<td>Express Handling Fee</td>
<td>$25.00</td>
</tr>
<tr>
<td>Debit MasterCard® Branch Pick-Up Fee</td>
<td>$10.00</td>
</tr>
<tr>
<td>Foreign Currency Conversion Fee (A per transaction charge for cash withdrawals or purchases conducted in a currency other than U.S. dollars)</td>
<td>$3.00</td>
</tr>
<tr>
<td>ATM Transactions on Any Gold Key® ATM (withdrawals, inquiries and transfers)</td>
<td>FREE</td>
</tr>
<tr>
<td>ATM Transactions on Any Non-Gold Key® (Foreign) ATMs</td>
<td></td>
</tr>
<tr>
<td>Each Withdrawal, Balance Inquiry or Transfer</td>
<td>$2.00</td>
</tr>
</tbody>
</table>

## MISCELLANEOUS SERVICES

The following services and prices may vary by location and are subject to change without notice. Some restrictions may apply.

<table>
<thead>
<tr>
<th>Service</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cashier’s Checks</td>
<td></td>
</tr>
<tr>
<td>Account Holder</td>
<td>$5.00</td>
</tr>
<tr>
<td>Issued for an On Us Check</td>
<td>$7.00</td>
</tr>
<tr>
<td>Declaration of Loss Processing</td>
<td>$35.00</td>
</tr>
<tr>
<td>Check Cashing Services*</td>
<td></td>
</tr>
<tr>
<td>Account Holder</td>
<td>FREE</td>
</tr>
<tr>
<td>Non-Account Holder</td>
<td>2% (Minimum charge of $5.00)</td>
</tr>
<tr>
<td>Non-Account Holder</td>
<td></td>
</tr>
<tr>
<td>2% (Minimum charge of $5.00)</td>
<td></td>
</tr>
<tr>
<td>*Prices are available upon request for banking centers located inside H-E-B.</td>
<td></td>
</tr>
<tr>
<td>Coin Counting</td>
<td></td>
</tr>
<tr>
<td>Account Holder (up to $250 per day)</td>
<td>FREE</td>
</tr>
<tr>
<td>Over $250 per Day and Non-Account Holder</td>
<td>7.5% of amount</td>
</tr>
<tr>
<td>Coin Wrapper/Bill Straps (per 1,000)</td>
<td>$5.00</td>
</tr>
</tbody>
</table>

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**FIRST NATIONAL BANK TEXAS**

[www.1STNB.com](http://www.1STNB.com)

254-554-6699 ★ 800-677-9801

P.O. Box 937 ★ Killeen, TX 76540

**FIRST CONVENIENCE BANK**

[www.1STCB.com](http://www.1STCB.com)

800-903-7490 ★ TTY 866-390-9768

P.O. Box 937 ★ Killeen, TX 76540

**MEMBER FDIC**

8/26/15
Collection Item (service available to account holders) $35.00
*Plus postage, insurance, and other correspondent bank fees as applicable

Foreign Currency Exchange (service available to account holders)
Currency (buys and sells) <$300 USD* $10.00
Currency (buys and sells) >$300 USD* FREE
*Plus postage, insurance and other correspondent bank fees as applicable

MasterCard® Gift Card
Purchase Price (each) $2.00
Replacement of Lost/Stolen Card $15.00
Cash Out Fee $15.00
Monthly Inactivity Fee* $15.00

*If the card has had no activity for 12 months, the inactivity fee is a monthly fee equal to the lesser of $15 or the remaining unused funds on the card.

Money Orders
Account Holder $0.25
Non-Account Holder (each) $1.00

Notary (per signature)
Texas and New Mexico $3.00
Arizona $2.00

Photocopy (each) $0.50
Rolled Coin Deposited/Purchased FREE
Safe Deposit Boxes Prices upon request
Safety Seal Deposit Bags Prices upon request
Send/Receive Fax First page $3.00
Each Additional Page $1.50

Signature Guarantee
Account Holder $5.00
Strapped Currency Deposited/Purchased FREE
Third Party Credit and Account Inquiries $25.00

Western Union* Prices upon request

Wire Transfer—Domestic
Incoming
Account Holder $10.00
Outgoing
Account Holder $25.00

Zipper Bag
Small $5.00
Large $7.00

Collection Item (service available to account holders) $35.00
*Plus postage, insurance, and other correspondent bank fees as applicable

Foreign Currency Exchange (service available to account holders)
Currency (buys and sells) <$300 USD* $10.00
Currency (buys and sells) >$300 USD* FREE
*Plus postage, insurance and other correspondent bank fees as applicable

MasterCard® Gift Card
Purchase Price (each) $2.00
Replacement of Lost/Stolen Card $15.00
Cash Out Fee $15.00
Monthly Inactivity Fee* $15.00

*If the card has had no activity for 12 months, the inactivity fee is a monthly fee equal to the lesser of $15 or the remaining unused funds on the card.

Money Orders
Account Holder $0.25
Non-Account Holder (each) $1.00

Notary (per signature)
Texas and New Mexico $3.00
Arizona $2.00

Photocopy (each) $0.50
Rolled Coin Deposited/Purchased FREE
Safe Deposit Boxes Prices upon request
Safety Seal Deposit Bags Prices upon request
Send/Receive Fax First page $3.00
Each Additional Page $1.50

Signature Guarantee
Account Holder $5.00
Strapped Currency Deposited/Purchased FREE
Third Party Credit and Account Inquiries $25.00

Western Union* Prices upon request

Wire Transfer—Domestic
Incoming
Account Holder $10.00
Outgoing
Account Holder $25.00

Zipper Bag
Small $5.00
Large $7.00

**COLLECTOR CHARGES**

These fees are specific to accounts on analysis. The final determination of accounts to be placed on analysis will be at the bank’s discretion.

Analysis Statement $1.00

Coin Wrappers/Bill Straps (per 1,000) $4.00

Items Deposited (FNBT/FCB) $0.0426
Items Deposited (from other banks) $0.0826

Maintenance Charge $10.00

Rolled Coin $0.08

Service Chargeable Credit Debit $0.15
Service Chargeable Debit $0.12
Strapped Currency Deposited (per $1,000) $0.35
Purchased (per strap) $0.35

**MISCELLANEOUS COMMERCIAL CHARGES**

These fees are specific to Commercial Services and may require additional agreements.

Change Order for Non-Account Holder (limit of $500.00 or less) 5% of amount
Business Express Deposit (assessed monthly) $50.00
Account Monitoring Fee (assessed monthly)* $75.00

*The final determination of accounts to be charged will be at the bank’s discretion.

**EXTENDED ACCOUNT SERVICES**

These services are specialized and may require additional equipment.

Contact the New Accounts Department for details and prices.

- Account Information Reporting Services
- Deposit Preparation Services
- Electronic Banking Services/ Fee Schedule
- Automated Clearing House (ACH) Origination
- Online Services
Please read this Deposit Agreement carefully. This Deposit Agreement is an agreement between you and the Bank governing your Account with us. You have completed the online account opening process which authorizes opening the Account. Your consent to this Agreement, is evidenced by your continued use of the Account.

**Definitions**

“Abandoned Account” means any Account to which there has not been any debit or credit to the Account because of an act of the Owner for a period of time as defined by the unclaimed property laws of the state in which the Account is located, and the location or existence of the Owner is unknown to us, but the Account has not been escheated to the state. We may also refer to an Abandoned Account as a “Dormant” Account.

“Account” means the checking or savings account with us you opened online.

“Account Balance” means the total amount of funds in your Account after items are posted, but does not include pending deposits and holds on your Account. Our automated systems may refer to “Account Balance” as Current Balance. The “Statement” may refer to “Account Balance” as Daily Balance.

“Affiliated Account” means, with respect to your Account, any Account with us in which (1) you, (2) any entity that you control, or (3) any affiliated person or entity controlling, controlled by or under common control of you or any entity you control are Owner(s) or otherwise have a right to withdrawal of funds. Such Affiliated Accounts include, but are not limited to, Accounts owned by the following entities with respect to your Account: parent companies, subsidiary companies, sister companies, partnerships, joint ventures, shareholders, partners, joint venturers, officers, directors, agents and authorized representatives.

“Agreement” means this Deposit Agreement, the Banking Services/Fee Schedule, the Account Disclosure, special feature or function terms and conditions, and any supplementary information and qualifying terms for each Account, as each of the foregoing may be amended from time to time in accordance with applicable law.

“Automated Clearing House” or “ACH” means a facility which performs clearing of paperless items between financial institutions. These paperless items are commonly referred to as ACH items or ACH transactions. ACHs are generally operated by the Board of Governors of the Federal Reserve System (“Federal Reserve”) and use rules, procedures and programs under the general direction of the National Automated Clearing House Association (“NACHA”).

“Automated Teller Machine” or “ATM” means a mechanical device specifically designed to permit a Bank customer to interface with the Bank’s automated systems without live teller assistance.

“Available Balance” means the funds that are currently available in your Account for your withdrawal or to pay presenting debits on your Account. Your Available Balance may change throughout the Banking Day.

Please note that it is still possible for you to overdraw your Account even though the Available Balance shows there are sufficient funds to cover a transaction that you want to make. The Available Balance may not reflect all transactions that will impact the amount of funds in your Account, including, but not limited to, your outstanding checks, automatic payments such as mobile or online bill payments, or ACH and recurring Card transactions you have scheduled/authorized. For example, when you write a check, the payee may not present the check to us for payment so, in that instance, the amount of the outstanding check will not be deducted from your Available Balance. The Available Balance may not reflect all of your Card transactions. In some cases a Merchant may not present a transaction for pre-authorization. When they do present a transaction for pre-authorization, a Merchant pre-authorization Hold on your Account will decrease your Available Balance for up to three (3) Banking Days or up to thirty (30) Banking Days for certain types of Card transactions (including but not limited to car rental transactions and international transactions). If a Merchant does not submit the corresponding preauthorized transaction for payment within timeframes listed previously, our automated systems will release the pre-authorization Hold on your Account. The Available Balance will not reflect this transaction until it has been presented for payment to us and posted to your Account.

“Bank”, “we”, “us” and “our” means First National Bank Texas, a national banking association, or First Convenience Bank, a division of First National Bank Texas.

“Banking Day” means for the particular office of the Bank a day for which (a) such office of the Bank is open to the public and (b) transactions are processed by our processing center. “Banking Day” does not include Easter Sunday, Thanksgiving Day and Christmas Day.

“Business Day” means every day other than Saturday, Sunday, federal holidays and any other day on which federally insured depository institutions are permitted to be closed.

“Card” or “Debit Card” means a plastic card issued by the Bank for use in one or more ATMs, Point-Of-Sale (“POS”) terminals or other electronic terminals, that electronically communicates instructions and requests to the Bank regarding one or more of your Accounts with us. The Card is and remains our property.

“Cardholder” means the Owner(s) the Account which the Card accesses.

“Consumer Accounts” are those Accounts established for personal, family or household purposes.

“Electronic Funds Transfer” or “EFT” means the transfer of funds, other than a wire transfer, which is initiated through an electronic terminal, telephone, computer or magnetic media, including ATM withdrawals and POS and ACH transactions, to order, instruct or authorize a financial institution to debit or credit an Account. You may authorize a merchant or other payee to make a one-time electronic payment from your checking Account using information from your check to (1) pay for purchases or (2) pay bills.

“Everyday Debit Card Transaction” means a one-time transaction initiated with a Card through an ATM or POS terminal or by using your Card number to initiate a one-time transaction by telephone or computer.

“Fees and Service Charges” means the cost to you for your Account or other services we provide.

“Hold on Your Account” means a restriction placed on an amount of funds in your Account that prevents you from withdrawing or using those funds. A Hold on your Account may be placed under our Funds Availability Policy, a court order requiring us to prevent withdrawals, a preauthorized Card transaction not yet presented for payment but for which the bank has a legal obligation to pay, a reasonable belief to avoid a loss, or other reasons.

“Item” means any check, ACH, funds transfer, teller cashed withdrawal, ATM withdrawal or transfer, Card purchase, fee, charge, or other amount that is added to or subtracted from your Account.

“Mailing Address” means postal mailing address and/or email address.

“Month” means the Statement cycle for your Account which is a period of approximately one month, but which may not necessarily correspond with a calendar month.

“Non-Sufficient Funds (“NSF”) items” means items we return unpaid because you do not have enough available funds in your Account.
Notice means correspondence that we provide to you regarding your Account. Notices may be mailed by paper, via United States Postal Service ("USPS"), or provided electronically. For Notices delivered electronically, we will email you each time a Notice is available for your review.

Owner means each individual in whose name the Account is opened.

Overdraft or Overdrawing Your Account means your Account Balance is less than zero (0) or your Available Balance is not enough to cover your item(s) but we pay the item(s) anyway.

P.O.D. means payable on death.

Recurring Transaction means a pre-authorized electronic funds transfer established in advance to recur at substantially regular intervals.

Restricting Your Account means we may remove deposited funds from your Account and place the funds into an internal bank account if the Account is involved in any legal or administrative proceeding or if we reasonably believe that doing so is necessary to avoid a loss.

Return Mail means any notice or statement we send you via USPS that they return to us as undeliverable.

Statement means the summary of the transactions occurring in an Account from one cycle to the next, whether in paper or electronic format that is mailed by paper, via USPS or provided electronically if you are enrolled in E-Statements. The Statement includes exact photographic images of canceled checks and deposit slips unless otherwise noted that your Account will not receive imaged items.

Substitute Check is a document which replaces an original check in the check collection process. We, or a correspondent bank or clearing house, may convert an original item to a substitute check. 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.

You and your mean each person in whose name the Account is opened

ACCOUNT OWNERSHIP AND AUTHORITY

1. Multiple-Party Accounts, If the Account, as evidenced by the Multi-Party/Payable on Death Election Form, is a Multiple-Party Account or a P.O.D. Account, our rights and liabilities for payment of any sums on deposit in the Account shall be governed by those provisions of the probate code or trusts and estates laws of the state in which the Account is located applicable to such Multiple-Party or P.O.D. Account.
   A. “Multiple-Party Account” means an Account payable on request to or by one or more Owners (whether or not there is a right of survivorship). It does not include Accounts established for deposit of funds of a partnership, joint venture, or other association for business purposes, or Accounts controlled by one or more persons as the duly authorized agent or trustee for a corporation, unincorporated association, charitable or civic organization, or a regular fiduciary or Trust Account. The Owners of the Account will own the Account in proportion to such Owners’ contributions to the Account. A survivorship agreement will not be inferred from the mere fact that the Account is a Multiple-Party Account; there must be an express written agreement creating the right of survivorship. If right of survivorship is not created by your completion of the Multi-Party Election Form included in the New Account Disclosures and our receipt of such completed form, then, on the death of an Owner, such Owner’s ownership of the Account passes as a part of such Owner’s estate under such Owner’s will or by intestacy. If the right of survivorship is created by completion of the Multi-Party Election Form included in the New Account Disclosures and our receipt of such completed form, then, on the death of an Owner, all sums in the Account on the date of death vest in and belong to the surviving Owner(s) as the survivor’s or survivors’ separate property and estate, and the right of survivorship shall continue between the surviving Owners.
   B. “P.O.D. Account” means an Account that is payable to one or more specified beneficiaries upon the death of the Owner of the Account. On the death of the Owner (or all of the Owners), ownership of the Account passes to the P.O.D. beneficiary/beneficiaries of the Account. The Account is not part of the estate of the Owner of the Account. The P.O.D. beneficiaries may or may not have rights in the Account during the life of the Owner. There must be an express written designation creating the authority of such beneficiaries of the Account. You, as an Owner, must complete our Payable On Death Election Form included with the New Account Disclosures reviewed at account opening, and we must receive such completed form. The designation of the specified beneficiaries by the Owner(s) must comply with the requirements of the applicable law of the state in which the Account is located, and the Owners are solely responsible for meeting such requirements. If applicable requirements are not met with respect to the designation of P.O.D. beneficiaries, then we may treat the Account as though there is no P.O.D. beneficiary. YOU HEREBY AGREE TO HOLD US HARMLESS FROM ALL CLAIMS, DEMANDS, LAWSUITS, LOSSES, COSTS, EXPENSES AND ATTORNEYS’ FEES WE SUFFER OR INURE AS A RESULT OF YOUR FAILURE TO PROPERLY DESIGNATE P.O.D. BENEFICIARIES IN ACCORDANCE WITH THE REQUIREMENTS OF THE APPLICABLE LAW OF THE STATE IN WHICH THE ACCOUNT IS LOCATED.

2. Government-Issued Identification Numbers and Cards. If required by the Bank based on the type of your Account, (a) you agree to provide taxpayer identification numbers (Social Security numbers or Individual Taxpayer Identification numbers, as applicable) assigned to you, and you warrant that the numbers provided are correct, and (b) you agree to provide your government-issued identification card. If you are subject to back-up tax withholding, you will inform the Bank of that fact at the time of the opening of your Account or, if your Account is already open, promptly after you become subject to back-up tax withholding.

DEPOSITS, PROCESSING OF ITEMS, OVERDRAFTS AND OTHER ACCOUNT TRANSACTION MATTERS

3. Deposits. Deposits to your Account may be made in cash, by check or preauthorized electronic transfer. Deposits may be made in person at any of our banking centers or at our night depositories or may be sent to us by mail. Do not send cash by mail. Deposits sent through the mail or placed into one of our night depositories are not received by us, for purposes of the funds availability rules and our Funds Availability Policy, until delivered by the USPS or removed from the night depository and delivered to us. You authorize us to accept checks for deposit payable to you, even if not endorsed. Deposits are accepted subject to receipt of final funds.

4. Receipt of Items and Deposits. At our option, any item or deposit, including deposits of cash and items drawn on us, received on a day other than a Banking Day or after the daily “cut-off” time posted at each of our banking centers, may be deemed received on our next Banking Day.

5. Funds Availability. Deposits to your Account are available for withdrawal in accordance with our published Funds Availability Policy, as it may be amended from time to time, established by the Federal Reserve and as otherwise provided in this Agreement and applicable law.

6. Handling of Items and Collections.
   A. We act only as your Agent in the collection of all deposited items, and we assume no responsibility beyond our exercise of due care. We will choose the method to obtain collection on deposited items and may select other parties to aid in this process. We are not responsible for actions taken or omitted by other parties or for the loss or destruction of any items in the possession of other parties or in transit. We may accept on your behalf payments to your Account, which have been transmitted through one or more ACHs and which are not subject to the Electronic Funds Transfer Act; your rights and obligations with respect to such payments
shall be construed in accordance with and governed by the laws of the state of Texas as provided by the operating rules of the NACHA which are applicable to ACH transactions involving your Account.

We accept deposits and issue receipts (for all over-the-counter transactions) for these deposits. Such deposits and receipts are subject to subsequent verification and corrections if necessary. All items are credited to your Account subject to final payment to us in cash or solvent credits. No deposit item shall be deemed finally paid because a portion of the deposit is deducted and withdrawn in cash. Under the operating rules of the NACHA which are applicable to ACH transactions involving your Account, we are not required to give next day notice to you of receipt of an ACH item, and we will not do so. However, we will continue to notify you of the receipt of ACH items in the periodic Statements we mail to you.

B. In the collection process we may forward items to correspondents. We shall not be liable for the insolvency, neglect, misconduct, mistake or default of another bank, clearing house, Agent or entity. Each correspondent shall be liable for its own negligence. Items and their proceeds may be handled by any Federal Reserve Bank or clearing house in accordance with applicable rules, by us or any correspondent in accordance with common usage, with any practice or procedure that a Federal Reserve Bank may use or permit or with any other lawful practice.

C. Our automated systems process thousands of checks presented to us for payment each Banking Day. Although we inspect some checks before making a payment decision, reasonable commercial standards do not require us to do so. If we return a check because we believe the check was not authorized by you or the signature does not match to your signature in our records, you agree to hold us harmless for any liability or claim even if the check was authorized by you. If the numeric amount on a check does not match the amount written out in words, we may select either amount when making payment. You agree we have no duty to prevent a check from being presented more than once.

7. Processing Transactions and Posting Orders. Posting transactions to your Account impacts both your Account Balance and Available Balance. Posting a credit increases your Balance. Posting a debit or placing a Hold on your Account reduces your Balance. Credits include teller deposits, direct deposits and credits we make. Holds include deposit holds, card pre-authorizations and holds related to cash withdrawals and electronic transfers. Debits include withdrawals, transfers, payments, checks, transaction adjustments, one-time and recurring card transactions and fees. We use automated systems to process transactions and to post transactions to Accounts.

At the end of the Banking Day, our automated systems assign each transaction we received for that day to a category. We generally post all transactions within a category using the posting order or orders that apply to that category, before we post any transactions assigned to the next category.

We start with the Account Balance in your Account at the beginning of the Banking Day, subtract holds from your Account Balance and make any adjustments from prior days such as paid NSF items. Next, we generally add credits and then subtract debits from your Account Balance. The following is a summary of how we generally post items, examples of some of our categories and the more common transactions we assign to the category.

A. We add deposits and other credits to your Account Balance.

B. Then, we subtract from your Account Balance these types of debits in lowest to highest dollar amount: withdrawals made at our teller window, checks you wrote that are cashed at our teller window, automatic transfers you set up to repay your loan, outgoing wire transfers, transfers made with our 24-Hour Personal Account Line, online and mobile banking systems, online and mobile banking bill payments and returned items (deposited or cashed).

C. Then, we subtract from your Account Balance in date and time order, these types of debits provided our systems receive and can read date and time information: Card transactions and ATM transactions. If our systems do not receive the date and time information, these transactions will be subtracted first in lowest to highest dollar amount.

D. Then, we subtract from your Account Balance other types of electronic debits (commonly referred to as ACH debits) and other checks that you wrote. Our systems assign items in this category to two sub-categories, items without a check number (sub-category 1) and items with a check number (sub-category 2).

  i. First, we subtract sub-category 1 items in highest to lowest dollar amount.

  ii. Next, we subtract sub-category 2 items sequentially in check number order.

E. Then, we subtract from your Account Balance most fees and service charges in order from lowest to highest dollar amount.

The order in which we process the credits and debits may impact the imposition of overdraft fees. We may determine at our sole discretion the categories, the transactions within a category, the order among categories, and the posting orders within a category. We may add or delete categories, change posting orders within categories and move transaction types among categories. You agree that we may, at our sole discretion, make these changes at any time without Notice to you.

8. Charge-Backs. We may charge back an item, a photocopy of the item or a substitute check at any time before payment, whether or not the item itself (or a copy) can be returned to you, and whether drawn on us or another bank. We may debit the Account for any exchange charges on deposited items or any income tax withheld on bonds or coupons deposited. In the event such a debit results in an overdraft in your Account, we will not be liable for damages as a result thereof.

9. Direct Deposit/Government Payments. If your payroll or federal benefits are deposited with us by direct deposit, we may give you credit for the deposit before you are actually entitled to it. We reserve the right to discontinue this practice with only such prior notice as is expressly provided by law. Credit given by us to you with respect to an ACH credit item is provisional until we receive final settlement for such item through a Federal Reserve Bank. If we do not receive such final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to you in connection with such item, and the party making the payment to you via such item (i.e., the originator of the item) shall not be deemed to have paid you the amount of such item.

If any deposit to the Account is required for any reason to be returned to any agency such as a department of the Federal Government (Reclamation Process), as determined by such agency or department, you authorize us, after demand is made upon us and without prior notice to you, to deduct the amount of the deposit from the Account or any other Account you have with us. We may also use any other legal remedy to recover from you the amount returned. YOU SHALL INDEMNIFY AND HOLD US HARMLESS FROM ALL CLAIMS, DEMANDS, LAWSUITS, LOSSES, COSTS, EXPENSES AND ATTORNEYS’ FEES WE SUFFER OR INCUR IF EXERCISING OUR RIGHT OF RECLAMATION RESULTS IN INSUFFICIENT FUNDS IN THE ACCOUNT OR OTHER ACCOUNTS.

10. Funds Transfers. You may, upon identification satisfactory to us, request the transfer of funds by telephone or Online Banking between Accounts at the Bank on which you are an Owner. Owners of Consumer Accounts may request the transfer of funds to one or more Accounts for which you are not an Owner. YOU SHALL INDEMNIFY AND HOLD US HARMLESS FROM ALL CLAIMS, DEMANDS, LAWSUITS, LOSSES, COSTS, EXPENSES AND ATTORNEYS’ FEES WE SUFFER OR INCUR AS A RESULT OF OUR REFUSAL IN GOOD FAITH TO HONOR SUCH REQUESTS.
11. **Facsimile Signatures on Items.** If your items are signed with the use of any facsimile signature or other non-manual form of signature, you acknowledge that the use of such signature is solely for your benefit and convenience. You accept sole responsibility for maintaining security over any device for affixing such signature. Such signature will be effective as your signature regardless of whether the person affixing the signature was authorized to do so. **YOU SHALL INDEMNIFY AND HOLD US HARMLESS FROM ALL CLAIMS, DEMANDS, LAWSUITS, LOSSES, COSTS, EXPENSES AND ATTORNEYS' FEES RESULTING FROM OUR HONORING ANY ITEM IN ANY INSTANCE IN WHICH THE ITEM BEARS OR PURPORTS TO BEAR A FACSIMILE SIGNATURE RESEMBLING A FACSIMILE SIGNATURE ON FILE WITH US, REGARDLESS BY WHOM OR BY WHAT MEANS THE ACTUAL OR PURPORTED SIGNATURE WAS AFFIXED TO THE ITEM.**

12. **Stop Payment.** You may initiate, renew or revoke a stop payment order in person, in writing or by calling our 24-Hour Personal Account Line ("PAL") or Customer Support. For the order to be effective, you must initiate the stop payment order, renewal or revocation before the item is presented to us, and you must give us a reasonable period of time to notify our employees. Once a stop payment order has been initiated by you, we are not required to revoke the stop payment order unless asked to do so by the same person who initiated it. A signature is not required for a stop payment order. As an accommodation to you, you authorize us to follow any stop payment order for which we send you a notice describing the stop payment order. You waive any right to hold us liable for any error for these orders unless we receive written notice from you of such error within ten (10) days of the date of our notice.

   A. The stop payment option on the 24-Hour PAL is restricted to stop payment orders on checks only and is available Monday through Friday from 7 a.m. until 9 p.m. (Central Time).
   
   B. A stop payment order placed on a paper item (check or draft) is effective for six (6) months, but may be renewed by you upon request. In order to place a stop payment order, you must inform us of the exact amount and number of the item, the exact number of the Account and any other information we may require. If you do not give us the correct numbers, our automated systems may not catch the item before it is processed. We will not be responsible if you do not describe the item accurately. If we recredit your Account after we have paid an item over a valid stop payment order, you agree to sign an affidavit describing your dispute with the payee to transfer us all of your rights against the payee or other holder of the check and to assist us in legal action taken against that person. You cannot stop payment on cashier's checks, guaranteed checks, certified checks, or loan checks.
   
   C. You may also initiate or revoke a stop payment order for a recurring Card transaction or ACH transfer you set up with a merchant by calling Customer Support or visiting a banking center. You may not initiate a stop payment order on a one-time every day, ATM or point of sale Card transaction. You must tell us if the stop payment order will only be valid for one (1) item or if you intend to stop all items received from that merchant. A stop payment order for a recurring Card transaction or ACH transfer is effective until cancelled or revoked by you. We must be notified at least three (3) Business Days before the scheduled date of the transaction or ACH transfer. If the merchant does not code the item as recurring, we may pay the item. In order to place a stop payment order you must provide us all the information we require which may include the exact Account number and type of Account (checking or savings), the company name and company identification number used by the sender and the exact amount of the item. If you give us the wrong information, or the sender changes the company identification number, we may pay the item. As an alternative to initiating a stop payment order, you may follow the instructions given to you by the merchant for revoking authorization. You may be required to provide us with a copy of your notification to the merchant that you revoked authority to debit your Account. We may require this documentation within fourteen (14) days of the date you notified us verbally. If we request but do not receive documentation, we will not be required to stop payment.

**YOU HEREBY AGREE TO HOLD US HARMLESS FROM ALL CLAIMS, DEMANDS, LAWSUITS, LOSSES, COSTS, EXPENSES AND ATTORNEYS' FEES WE SUFFER OR INCUR AS A RESULT OF OUR REFUSING PAYMENT OF ANY ITEM ON WHICH YOU HAVE STOPPED PAYMENT.**

13. **Wire Transfers.** You may, upon identification satisfactory to us, authorize wire transfers to and from your Account. Such wire transfers will be subject to federal regulation and laws which govern wire transfers. You agree to not hold us liable for any expenses, costs, damages, claims, or lawsuits of any kind arising from our refusal to honor such requests for any good faith reason.

In accordance with the Bank Secrecy Act and other applicable federal law and regulations, we have the right to restrict or prohibit any transfers to a foreign country, or national thereof, identified by the U.S. Government, including the Office of Foreign Assets Control, as a country which may be engaged in activities involving money laundering, terrorism or other criminal activities. Furthermore, in our sole discretion, we also have the right to restrict or prohibit any withdrawal transactions (i.e., debit transactions) originating from any foreign country.

14. **Postdated Items.** You agree to not write postdated checks. If a postdated check is presented for payment, we may return it unpaid. **YOU SHALL INDEMNIFY AND HOLD US HARMLESS FROM ALL CLAIMS, DEMANDS, LAWSUITS, LOSSES, COSTS, EXPENSES AND ATTORNEYS' FEES WE SUFFER OR INCUR DUE TO OUR RETURNING ANY POSTDATED CHECK.**

We may elect, at our sole discretion, to accept, pay or certify a postdated check on the date it is received by us. **YOU SHALL INDEMNIFY AND HOLD US HARMLESS FROM ALL CLAIMS, DEMANDS, LAWSUITS, LOSSES, COSTS, EXPENSES AND ATTORNEYS' FEES WE SUFFER OR INCUR DUE TO OUR PAYING ANY POSTDATED CHECK.**

15. **Stale-dated Items.** We are not required to pay any item presented for payment more than six (6) months after its date. However, we may pay such item if we do so in good faith. We are acting in good faith as long as there is not a stop payment order in effect when we pay the item. **YOU SHALL INDEMNIFY AND HOLD US HARMLESS FROM ALL CLAIMS, DEMANDS, LAWSUITS, LOSSES, COSTS, EXPENSES AND ATTORNEYS' FEES WE SUFFER OR INCUR DUE TO OUR PAYING ANY STALE-DATED ITEM.**

16. **Substitute Checks.** Some of the checks you receive back from us may be substitute checks. If you believe you have suffered a loss because a substitute check is posted to your Account, you may submit a claim to request a refund. 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.

You must contact us within forty (40) calendar days of the date of the Account Statement showing that the substitute check was posted to your Account. This time frame may be extended if you were not able to make a timely claim because of extraordinary circumstances. You may contact us by contacting Customer Support (a) by phone at 254-554-6699, 800-677-9801, or TTY 866-390-9768, by e-mailing us at correspondent@1stnb.com or write to us at P.O. Box 937, Killeen, TX 76540. If you e-mail or call us, we reserve the right to ask you to confirm your claim in writing.

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
- The following information to help us identify the substitute check, the check number, the name of the person to whom you wrote the check and the amount of the check
Upon receipt of your claim, we will initiate an investigation. You may receive up to $2,500 of your refund (plus interest if your Account earns interest) within ten (10) Business Days after we receive your claim and the remainder of your refund (plus interest if your Account earns interest) not later than forty-five (45) calendar days after we receive your claim. 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. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

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.

17. **Incomplete and Conditional Items.** If you write any item that is incomplete or conditional (such as “void after 90 days” or “not valid over $500”), you agree that we may pay such item, at our sole discretion, even if it is incomplete or the condition has not been met. **YOU SHALL INDEMNIFY AND HOLD US HARMLESS FROM ALL CLAIMS, DEMANDS, LAWSUITS, LOSSES, COSTS, EXPENSES AND ATTORNEYS’ FEES WE SUFFER OR INCUR DUE TO OUR PAYING AN INCOMPLETE OR CONDITIONAL ITEM.**

18. **Rules and Regulations.** All deposits, collections and withdrawals shall be subject to our rules and regulations adopted to implement this Agreement. We reserve the right to amend or impose other restrictions in the best interest of both the customer and the Bank.

19. **Overdrafts and Non-Sufficient Funds (“NSF”) Items.**

A. Other than transactions that we are legally obligated to pay, we may in our sole discretion (non-contractual) pay items presented for payment when your Account does not contain sufficient available funds. Payment of any item which causes an overdraft on one or more occasions does not obligate us (or create an agreement or course of dealing on our part) to allow overdrafts on your Account on any future occasion. Our payment of reasonable overdrafts is only a courtesy, and not a right or obligation, and can cease at any time without prior notice, reason or cause.

We offer this discretionary service with an expectation that you intend to make a deposit to bring your Account Balance positive. We may pay checks, ACH and recurring card transactions into the overdraft unless you tell us not to. If you do not want us to pay these types of transactions into the overdraft, you must contact us. We will not pay ATM and one-time card transactions into the overdraft unless you specifically authorize us to pay these types of transactions into the overdraft. If you authorize us to pay ATM and one-time card transactions into the overdraft you will receive a written confirmation of your authorization. You have the right to change your authorization at any time.

Because we are legally obligated to pay some items, your Account may become overdrawn even if you do not authorize us to pay items into the overdraft. Whether we pay or return an NSF item, we can charge your Account a fee per item as set forth in our Banking Services/Fee Schedule. The fee may be imposed on checks and other transactions such as preauthorized debits, telephone-initiated transfers or other electronic transfers. We have no obligation to notify you before we pay or return any item. The items may not be presented to us for payment in the order that they occurred, and this may impact the total amount of fees you incur. The amount of any overdraft and NSF fees are due and payable as of the date incurred. If you have a joint Account, each of you drawing the check or other debit creating the overdrafts, shall be jointly and severally liable for the amount of such overdraft and NSF fees.

**WE ALSO OFFER ACCOUNT TRANSFER OVERDRAFT PROTECTION. THIS PLAN MAY BE A LESS EXPENSIVE ALTERNATIVE TO OUR DISCRETIONARY OVERDRAFT SERVICE. ACCOUNT TRANSFER OVERDRAFT PROTECTION ALLOWS YOU TO USE THE MONEY YOU PUT ASIDE IN A SEPARATE DESIGNATED “TRANSFER FROM” ACCOUNT AS PROTECTION AGAINST OVERDRAFTS IN OTHER ACCOUNTS. ACCOUNT TRANSFER OVERDRAFT PROTECTION TRANSFERS ARE MADE FOR THE EXACT AMOUNT REQUIRED TO COVER THE OVERDRAFT PLUS THE APPLICABLE TRANSFER FEE. IF YOUR DESIGNATED “TRANSFER FROM” ACCOUNT DOES NOT HAVE ENOUGH AVAILABLE FUNDS TO COVER THE NECESSARY AMOUNT, WE WILL NOT MAKE A TRANSFER. WE WILL MAKE ONE (1) TRANSFER PER DAY AND ONE (1) ACCOUNT TRANSFER OVERDRAFT PROTECTION FEE OF $10 WILL BE ASSESSED. IF THE TOTAL AMOUNT IS NOT AVAILABLE IN THE DESIGNATED “TRANSFER FROM” ACCOUNT TO COVER THE OVERDRAFT PLUS THE TRANSFER FEE, THEN NO TRANSFER WILL TAKE PLACE AND OUR NORMAL PER ITEM NSF/OD FEE AND NEGATIVE BALANCE FEES APPLY AS SET FORTH IN OUR BANKING SERVICES/FEE SCHEDULE.**

B. This Section 19(b) is applicable to Consumer Accounts only and not commercial or business purpose Accounts. If we choose to pay more than four (4) insufficient items into the overdraft for you during a Banking Day, we will not impose more than four (4) per item Overdraft Fees for that Banking Day. If we return your insufficient items, we will charge you an NSF fee per returned item as set forth in our Banking Services/Fee Schedule.

If we choose to pay items into the overdraft that (a) are less than $1 per item or (b) collectively results in an Account Balance that is less than $3 overdrawn, including fees, we will not charge you an Overdraft Fee for such items; however, if you do not return your Account to a positive balance then you will be subject to a “Negative Balance Fee” as defined and described in our Banking Services/Fee Schedule. We will waive the “negative balance fee” if, on the 6th day, your Account is overdrawn less than $3.00. For further information about fees related to overdraft services, please review our Banking Services/Fee Schedule and our separately-provided overdraft disclosures.

If we return your insufficient items, we will charge you an NSF fee per returned item as set forth in our Banking Services/Fee Schedule. We will not impose an NSF fee if the items we return are less than $1 per item. For further information about fees related to NSF items and overdraft services, please review our Banking Services/Fee Schedule and our separately-provided overdraft disclosures.

20. **Foreign Currency Items.** If any item drawn in a foreign currency is not paid to us in the same amount of U.S. Dollars that we credited to your Account or paid to you, you shall pay us in U.S. Dollars, upon demand, the difference between (1) the amount in U.S. Dollars paid to you or credited to your Account in respect of the item and (2) the amount we receive based upon the buying sight rate for such foreign currency at the time of payment to us. We have the right to debit any of your Accounts with us for such difference. We may also debit the Account into the overdraft and will not be liable for damages to you as a result thereof. If the equivalent in U.S. Dollars of the amount of the item based upon the buying sight rate for such foreign currency at the time of payment of the item exceeds the amount paid or credited to the Account, such excess shall be yours and shall be credited to your Account.

21. **Waiver of Liability for Dishonor or Refusal of Items Presented for Payment.** You agree that we shall not be liable to any person for our failure or refusal to act or for the dishonor or refusal of any items or EFTs presented for payment, including our refusal to act or the dishonor or refusal of any items presented for payment via EFT under a separate agreement between you and us relating to EFTs, to the extent such agreement relates to an Account subject to this Agreement.

22. **Your Responsibility for Lost or Stolen Items, Improper Handling of Items.** We are not responsible for any loss you incur as a result of lost or stolen checks, and you must notify us immediately upon discovering the loss or theft. We are not responsible for any loss arising from the failure to properly identify the Account name and number on any deposit instrument or for failure to deliver the deposit instrument to us. You shall maintain a record identifying each item deposited and each debit initiated/authorized.

23. **PROHIBITION ON INTERNET GAMBLING.** The Unlawful Internet Gambling Enforcement Act of 2006 and related Federal Reserve Regulation GG prohibit any person engaged in the business of betting or wagering from knowingly accepting payments in connection with the participation of another person in unlawful Internet gambling. We do not offer commercial account services to businesses that engage in Internet gambling activities or that process transactions related to Internet gambling.
OTHER ACCOUNT MATTERS

24. Service Charges and Fees. We may debit the Account for charges and fees for activity, overdrafts, returning unpaid items, stop payment orders, inactivity or other charges in connection with the Account in accordance with our fee schedule in effect at the time of the debit. You agree that all of the Service Charges and fees referred to in this Section 24 are assessed for services that are distinctively separate from extending credit, and you further agree that such charges and fees are not imposed as interest charges on any overdraft or extensions of credit. In the event such a debit results in an overdraft in your Account, we will not be liable for damages as a result thereof.

25. Interest-Bearing Accounts.

A. Interest. An interest-bearing Account (except for a fixed rate time deposit) will earn interest on the basis and at a variable rate set by us from time to time. We may, at our sole discretion at any time, change the basis for payment of interest or the rate of interest, or we may discontinue the payment of interest without notice.

B. Withdrawal. We reserve the right to require a minimum of seven (7) days (or such other period as is established by law) prior written notice of any withdrawal from any Account that is a savings Account. Any applicable limitations to the amount or method of withdrawal for an Account are provided in our Savings Disclosure and our Electronic Funds Transfer Disclosure.

26. Account Statements. We will mail your Statements to the most recent mailing address reflected in our records, and you are responsible for ensuring that we have your current mailing address in our records. If you fail to keep your mailing address current, you agree that we shall have all defenses against you which we would have if such Statements had been delivered to you and examined by you on the Statement date. You also agree that if you fail to keep your mailing address current and your Statement is returned or deemed undeliverable, to decrease the risk of identity theft or fraud on your Account, we will generate and store your Statements in our system until such time as you provide us with a current mailing address. IF YOUR STATEMENT IS RETURNED OR DEEMED UNDELIVERABLE, A RETURN MAIL FEE WILL BE CHARGED IN ACCORDANCE WITH OUR BANKING SERVICES/FEES SCHEDULE. You may obtain copies of any Statement or canceled check upon payment of our charges. If your Account has been declared abandoned or dormant, we will not mail a monthly Statement. Instead, if your Account becomes a Dormant Account or Abandoned Account, we will mail a Statement no less often than annually to the address that we have on file.

Other mailings of whatever nature may be handled as set forth above except that delivery will be effective as of the date mailed.

IT IS YOUR RESPONSIBILITY TO REVIEW AND BALANCE ALL STATEMENTS PROMPTLY, AND YOU MUST NOTIFY US, AS PROVIDED BY LAW, OF ANY SUSPECTED ERRORS, FORGERIES, UNAUTHORIZED SIGNATURES, ALTERATIONS OR OTHER IRREGULARITIES CONCERNING THE ACCOUNT. IF NO REPORT OR NOTIFICATION IS MADE TO US CONCERNING TRANSACTIONS OTHER THAN ELECTRONIC FUNDS TRANSFERS WITHIN THIRTY (30) DAYS AFTER THE STATEMENT IS MAILED, YOU MAY BE PRECLUDED FROM Contesting PAYMENTS FROM YOUR ACCOUNT BY ASSERTING SUCH ERROR, FORGERY, UNAUTHORIZED SIGNATURE, ALTERATION OR OTHER IRREGULARITIES AGAINST US, AND YOU WILL BE DEEMED TO HAVE ACCEPTED THE CHARGES ASSESSED AND THE ACCOUNT BALANCE REPORTED AS CORRECT.

27. Forms of Checks and Withdrawal and Deposit Slips. All checks, withdrawal forms and deposit slips must be on forms obtained through us or which we approve in advance. You are responsible for verifying the accuracy of all information shown on such forms. Our liability, if any, for any printing error on forms obtained from us, is limited to the cost of replacement forms. We are not responsible for errors or losses you may incur due to improper printing on forms not obtained through us or not approved by us in advance.

28. Resolution of Particular Account Transactions. In the event of a disagreement about a particular item or transaction processed through your Account, we will try to resolve this disagreement with you by looking to this Agreement and to applicable rules and regulations governing the processing of transactions. If there is a conflict between (a) what one of our employees says and (b) the terms of this Agreement or applicable law, the terms of this Agreement or applicable law, as appropriate, will control.

29. Conflicts about Ownership of or Rights in Funds or Items in Your Account. In the event that conflicting claims, demands or notices are made upon us relating to your Account or this Agreement by persons who are not Owners of the Account, we may, at our sole discretion, refuse to comply with any claims, demands or notices, or refuse to take any other action hereunder with regard to the subject matter of the conflicting demand so long as such conflict continues. We may, at our sole discretion, restrict the Account or pay the balance of the Account into the Registry of the Court in Bell County, Texas, for a judicial determination. ALL COSTS RELATED TO CONFLICTING CLAIMS SHALL BE PAID BY THE PERSONS WITH THE CONFLICTING CLAIMS AND SHALL NOT BE PAID BY US, AND YOU AGREE TO INDEMNIFY AND HOLD US HARMLESS FROM ALL CLAIMS, DEMANDS, LAWSUITS, LOSSES, COSTS, EXPENSES AND ATTORNEY’S FEES WE SUFFER OR INCUR WITH RESPECT TO SUCH CONFLICTING CLAIMS.

30. Death or Incompetence of an Account Owner. You agree to notify us immediately if an Owner on your Account dies or is declared incompetent by a court. Until we receive notice that an Account Owner has died or has been declared incompetent by a court, we may act as if all Owners are alive and competent.

After we receive notice of death or incompetence, we may restrict the Account, refuse to accept transactions, and reverse or return deposits to the Account. We are not required to release funds in the Account until we receive any documents we request to verify the death or incompetence, as well as who is entitled to the funds. If an Owner authorizes an item but it is not presented until after the Owner dies, we are authorized to pay the item after the time of death, we are authorized to exercise our right of set-off or security interest rights against the Account after the Owner’s death. We will have these rights even if a surviving joint Owner, a POD payee, or a beneficiary of a Trust Account has rights to the Account.

31. Power of Attorney. Any Power of Attorney presented to us must conform to the requirements of the probate, trusts and estates law or similar law of the state in which the Account is located. The authority granted may be revoked only by written revocation delivered to us. YOU SHALL INDEMNIFY AND HOLD US HARMLESS FROM ALL CLAIMS, DEMANDS, LAWSUITS, LOSSES, COSTS, EXPENSES AND ATTORNEYS’ FEES WE SUFFER OR INCUR BECAUSE OF OUR RELIANCE ON THE POWER OF ATTORNEY.

32. Account Closure. We reserve the right to close your Account at any time for any reason. We may automatically close your Account if the Account Balance is $0. If you attempt to close your Account or we close your Account, but a debit or credit on your Account is subsequently processed by our automated systems, then we reserve the right at our sole discretion not to close your Account or to reopen your Account. In the event that we do not close your Account or we reopen your Account, we will accept all deposits on your Account and we will pay all items, checks or EFTs if you have sufficient funds in your Account to pay the item, check or EFT; however, we are not required to pay and are not responsible for any items, checks or EFTs returned if your Account is overdrawn. YOU SHALL INDEMNIFY AND HOLD US HARMLESS FROM ALL CLAIMS, DEMANDS, LAWSUITS, LOSSES, COSTS, EXPENSES AND ATTORNEYS’ FEES WE SUFFER OR INCUR IN CONNECTION WITH OR RELATED TO CLOSING YOUR ACCOUNT. THIS AGREEMENT SHALL GOVERN MATTERS RELATING TO YOUR ACCOUNT WHETHER SUCH MATTERS ARISE BEFORE OR AFTER YOU ATTEMPT TO CLOSE YOUR ACCOUNT.
33. **Set Off; Security Interest.**

A. We may set off funds in your Account to pay any debt you may owe us. If the Account is designated as a Multiple-Party Account, each Owner agrees that we may set off the entire amount of the Account against the debt of any Owner, notwithstanding the interest of other Owners in the Account. **EACH OWNER AGREES TO INDEMNIFY AND HOLD US HARMLESS FROM ALL CLAIMS, DEMANDS, LAWSUITS, LOSSES, COSTS, EXPENSES AND ATTORNEYS’ FEES WE SUFFER OR INCUR IN ENFORCING YOUR AGREEMENT TO BE JOINTLY AND SEVERALLY LIABLE FOR OVERDRAFTS, AND TO PERMIT SET OFF OF THE ACCOUNT AGAINST ANY ONE OF YOUR DEBTS TO US.**

B. You agree that your Account and all Affiliated Accounts shall secure all of your debt and liability to us however and whenever incurred or evidenced, including debt which may be purchased or otherwise acquired by us from others, whether direct or indirect, absolute or contingent, due or to become due to you. You assign to us all balances, credits, deposits, monies and items now or hereinafter in the Account and all Affiliated Accounts for such purpose, including federal and state benefit payments and Social Security benefits. We are authorized to charge any matured debt or liability against the Account and all Affiliated Accounts, without notice to you, and we shall not be liable for dishonoring items if such a charge or charges result in insufficient funds in the Account. Funds received by us pursuant to such a charge shall be applied first to the discharge of the unsecured part of any of your debt to us and thereafter to the discharge of the secured portion. You hereby acknowledge and agree that your Account shall secure all debts and liabilities of all Affiliated Accounts and that we may set off against any such Affiliated Accounts to the extent permitted by applicable law and to the extent necessary to satisfy all of your debts and liabilities to us, however and whenever incurred or evidenced.

34. **Special Features.** You agree that this Agreement may be supplemented from time to time by the addition of separate terms and conditions that are applicable to particular features or functions that you add to your Account (e.g., Online Services, including Online Banking, Mobile Banking and E-Statements, and the AccountTRANSFER overdraft product). All such terms and conditions are incorporated herein and made part of this Agreement, and by using the applicable feature or function you agree to be bound by such terms and conditions. If any provision of any terms and conditions applicable to a particular feature or function of the Account conflicts with any other provision of this Agreement, then the provision of the applicable terms and conditions will govern only with respect to that specific feature or function.

35. **Force Majeure.** You agree that we will be excused from performance under this Agreement for any period and to the extent that we are prevented from performing, in whole or in part, as a result of any acts of God, war, civil or military disturbance, court order, labor dispute, third party nonperformance or other causes beyond our reasonable control, including failures, fluctuations or non-availability of electrical power, heat, air conditioning, light or telecommunications equipment.

36. **Transferability and Assignment.** The Account may not be transferred by you except by a change in ownership that is reflected on our books or records, by a pledge as collateral for a loan, by court order or due to death, incompetency, marriage, divorce, attachment or by operation of law. The Account may be assigned by an instrument in writing signed by you. Any assignment shall be binding upon us only after we have agreed to the assignment in writing. Unless we otherwise agree in writing, any assignment shall be subject to our right to debit any amount you owe us from the Account.

37. **Changes to this Agreement.** We may modify this Agreement in our sole discretion. When we modify this Agreement, we will notify you by sending information about the changes to this Agreement in your Account or by separate mailing or notification. If the changes to this Agreement are adverse to you, we will provide you Notice of the changes at least thirty (30) days in advance of the effective date. If you do not want to be bound by subsequent changes to this Agreement, you have the right to close your Account. If you continue to use your Account or keep it open after the effective date of any change, then you will be deemed to have accepted and agreed to, and will be bound by, such change. We may terminate this Agreement at any time without Notice to you. This Agreement will continue to govern matters relating to your Account whether such matters arise before or after termination.

38. **Parties Bound.** This Agreement is binding upon you and us and shall also bind the respective heirs, executors, administrators, successors and assigns of you and us.

39. **Governing Law.** This Agreement shall be governed by the laws of the United States of America, by the internal laws (but not the conflicts of law provisions) of the state of Texas, and by regulations promulgated by any governmental agency having jurisdiction over the Bank; provided, however, that the Agreement to Arbitrate set forth in Section 42(A) shall be governed by the Federal Arbitration Act. A determination that any provision of this Agreement is unenforceable or invalid shall not render any other provision of this Agreement unenforceable or invalid. If the terms of this Agreement conflict with the rules or operating guidelines of any clearing house association of which we are a member, the rules and operating guidelines of such clearing house association shall govern for all purposes.

40. **Headings.** The headings and titles to the sections of this Agreement are inserted for convenience only and shall not be deemed a part hereof or affect the construction or interpretation of any provision hereof.

41. **Telephone Calls: Calling, Monitoring and Recording.** When you give a telephone number directly to us, or place a telephone call to us, you expressly consent and authorize us to place calls to you at that number. You understand that a “telephone number” includes a cell phone number and “calls” include both telephone calls and text messages to or from your phone or cell phone. As such, we may place calls to you about fraud alerts, deposit holds, and amounts you owe us (collection calls) on your Account. You expressly consent and authorize that when we place calls to you, we may use automatic dialers and artificial, text, or prerecorded messages. You authorize us to monitor, and to record, telephone conversations and other electronic communications you have with us and with our representatives for reasonable business purposes, including security and quality assurance. We will not remind you that we may be monitoring or recording a call at the outset of the call unless required by law to do so.
A. AGREEMENT TO ARBITRATE

I. THE BANK AND YOU AGREE TO RESOLVE ALL DISPUTES INVOLVING THE BANK THROUGH BINDING ARBITRATION, WHETHER SUCH DISPUTES OR MATTERS IN QUESTION ARISE OUT, OF OR ARE RELATED TO, THIS AGREEMENT OR THE RELATIONSHIP BETWEEN YOU AND THE BANK RELATED TO YOUR DEPOSIT ACCOUNT, AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. AT ARBITRATION, DISPUTES SHALL BE RESOLVED BY THE AMERICAN ARBITRATION ASSOCIATION (THE “AAA”), IN ACCORDANCE WITH THE COMMERCIAL ARBITRATION RULES OR CONSUMER ARBITRATION RULES (COLLECTIVELY, THE “RULES”) OF THE AAA, AS APPLICABLE, AND ALL SUCH PROCEEDINGS SHALL BE SUBJECT TO THE FEDERAL ARBITRATION ACT. ARBITRATION SHALL TAKE PLACE IN BELL COUNTY, TEXAS, OR, IF BELL COUNTY, TEXAS, IS NOT REASONABLY CONVENIENT FOR EITHER PARTY, SUCH OTHER LOCATION AS IS REASONABLY CONVENIENT FOR BOTH PARTIES. ANY PARTY THAT DESIRES TO ENFORCE AN ARBITRATION AWARD IN COURT MAY SEEK ENFORCEMENT OF THE ARBITRATION AWARD IN ANY COURT HAVING JURISDICTION THEREOF.

II. Disputes between you and the Bank shall be resolved by one arbitrator, who shall be appointed in accordance with the Rules. All costs, fees and expenses of arbitration shall be paid in accordance with the Rules.

III. The selected arbitrator shall decide whether a particular dispute is or is not arbitrable.

B. CLASS ACTION WAIVER. BY CLICKING “I AGREE” AND “I CONSENT” AND AGREEING TO THIS AGREEMENT, YOU GIVE UP YOUR RIGHT TO SERVE AS A CLASS REPRESENTATIVE FOR, OR PARTICIPATE AS A MEMBER OF, A CLASS ACTION, WHETHER IN COURT OR IN ARBITRATION, IN CONNECTION WITH A DISPUTE INVOLVING THE BANK.

C. JURY TRIAL WAIVER. BY CLICKING “I AGREE” AND “I CONSENT” AND AGREEING TO THIS AGREEMENT, YOU GIVE UP YOUR RIGHT TO HAVE A TRIAL BY JURY AND WAIVE YOUR RIGHT TO HAVE A TRIAL BY JURY TO RESOLVE ANY DISPUTES INVOLVING THE BANK.

D. Damages. Only damages allowed pursuant to this Agreement may be awarded. The selected arbitrator shall be empowered to grant any damages that would be available in court under law or in equity.

E. Procedure for Injunctive Relief. In the event a party to this Agreement seeks injunctive relief, the claim shall be administratively expedited by the AAA, which shall appoint a single, neutral arbitrator for the limited purpose of deciding such claim. The selected arbitrator shall decide the claim for injunctive relief immediately on hearing or receiving the parties’ submissions (unless, in the interests of justice, the arbitrator must rule ex parte). It is the intent of the parties to this Agreement that the selected arbitrator shall rule on claims for injunctive relief within 24 hours of submission of the claim to the AAA; provided, however, that the selected arbitrator may extend this time limit in the interests of justice. Any relief granted under this procedure for injunctive relief shall be enforceable in any court having jurisdiction thereof, on an expedited, ex parte basis.

F. Small Claims. Notwithstanding the foregoing provisions of this Section 42, either party to this Agreement shall retain the right to seek relief in a small claims court for disputes or claims within the scope of its jurisdiction.

G. Survival of Obligations; Severability. The obligations of you, your representatives and the Bank under the foregoing provisions will survive the closure of your deposit Account(s) with us and the termination of all of your business with us. If any part of the foregoing provisions related to the agreement to arbitrate disputes is found to be unenforceable, then none of the provisions regarding arbitration will apply, but the Damage Limitation, Class Action Waiver and the Jury Trial Waiver shall continue to apply.
ELECTRONIC SERVICES AND ELECTRONIC FUNDS TRANSFER DISCLOSURE

This electronic funds transfer disclosure does not apply to any accounts other than consumer accounts, as defined by Regulation E and the Deposit Agreement as an account established for a natural person for personal, family or household purposes. Indicated below are types of Electronic Funds Transfers (EFTs) we are capable of handling, some of which may not apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

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

- Preauthorized credits. You may make arrangements for certain direct deposits to be accepted into your checking or savings account(s).
- Preauthorized payments. You may make arrangements to pay certain recurring bills from your checking or savings account(s).
- Electronic check conversion. You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills.
- Electronic returned check charge. You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check is returned for insufficient funds.

Please also see the Limitation on Frequency of Transfer section regarding limitations that apply to savings accounts and money market accounts.

Telephone Transactions. You may access your account by telephone 24 hours a day using your Personal Identification Number (PIN), a touch-tone phone and your account numbers to:

- Transfer funds between checking and savings accounts.
- Make payments from checking or savings accounts to loan accounts with us.
- Get information about the account balance of checking or savings accounts, deposits to checking or savings accounts or withdrawals from checking or savings accounts.

Please also see the Limitation on Frequency of Transfer section regarding limitations that apply to telephone transfers.

ATM Transactions and Dollar Limitations. You may access your account by ATM by the combined use of your Debit MasterCard® (card) and PIN to:

- Get cash withdrawals from checking or savings accounts.
- Transfer funds between checking and savings accounts.
- Get the available balance of your checking or savings accounts.

Some of these services may not be available at all terminals. You may use your card to initiate as many transactions as you like within any 24-hour period (midnight to midnight ET), as long as withdrawals made at an ATM do not exceed $600.

Debit MasterCard® Transactions and Dollar Limitations. You may access your checking or savings account to purchase goods in person, online or by phone, pay for services in person, online or by phone, and get cash back from a merchant, if the merchant permits. You may use your card to initiate as many transactions as you like within any 24-hour period (midnight to midnight), as long as POS purchases do not exceed $1,500. We reserve the right, temporarily or permanently, to suspend your card privileges and demand the return of your card at any time.

Please also see the Limitation on Frequency of Transfer section regarding limitations that apply to card transactions.

Hold on Funds in Checking or Savings Accounts for Card Transactions. Some Card transactions are authorized before the transaction is submitted to us for payment. We refer to this authorization process as a merchant preauthorization transaction. Merchants determine their own procedures for the timing and amounts of preauthorization transactions. If a merchant transmits a preauthorization transaction, we will place a hold on funds in your account based upon that transaction. When you use your Card to pay for fuel, in a pay-at-the-pump transaction, the preauthorization hold we place may be for a different amount than the amount the merchant transmitted for preauthorization. The amount of the hold is not available to pay presenting items or for use in other transactions. When the transaction settles, the actual amount posted to your account may be greater or less than the preauthorization hold amount. We will generally place a hold for up to three (3) banking days (or up to 30 business days for certain types of debit card transactions including, but not limited to, car rental transactions and international transactions) from the time of the preauthorization. If the transaction is not submitted to us for payment we will release the preauthorization hold after (3) banking days (or no later than 30 business days after preauthorization for certain types of debit card transactions including, but not limited to, car rental transactions and international transactions).

Currency Conversion. When you use your card at a merchant that settles in currency other than U.S. dollars, the transaction amount will be converted into U.S. dollars. We have no influence on the currency rate used at the time of conversion and the currency rate at time of conversion may differ from the currency rate in effect on the transaction date. Additionally, if you use your card to obtain cash or make a purchase in a currency other than U.S. dollars, there is a per transaction foreign currency conversion fee. Please refer to our Banking Services/Fee Schedule for our current foreign currency conversion fee.

Advisory Against Illegal Use. You agree not to use your card(s) or make other electronic funds transfers for illegal gambling or other illegal purpose.

Online Banking Transactions. You may access your account(s) through the Internet by logging onto our websites at www.1stnb.com or www.1stcb.com and using your online banking username and password to:

- Transfer funds between checking and savings accounts.
- Make payments from checking or savings accounts to loan accounts with us.
- Make payments to third parties.
- Get information about your account.

Please also see the Limitation on Frequency of Transfer section regarding limitations that apply to online banking transfers.
Limitation on Frequency of Transfers. In addition to those limitations on transfers elsewhere described, if any, transfers from a savings account or money market account to another account or to third parties by preauthorized, automatic, telephone or computer transfer or by check, debit card or similar order to third parties are limited to six per statement cycle.

Fees. There is no fee for transactions at Gold Key Network® ATMs when the card is used. There is a fee for each transaction, including a balance inquiry, at a Non-Gold Key® (Foreign) ATM. There may also be a fee for transfers made over the phone through the Personal Account Line (PAL), depending on the number of calls you make per month. Additionally, a per item withdrawal fee may be assessed on a savings account or money market account when a maximum debit transaction limit is exceeded. Please refer to our Banking Services/Fee Schedule for the fee we will charge you for transactions, including balance inquiries, at Non-Gold Key (Foreign) ATMs, for telephone transfers through PAL, and for the per item withdrawal fees on savings accounts and money market accounts.

In addition, the owner of a Non-Gold Key® (Foreign) ATM may add a fee to the amount of your transaction, and you may be charged a fee for a balance inquiry even if you do not complete a withdrawal.

Documentation.
- **Terminal Transfers.** You can request a receipt at the time you make any transfer to or from your account using an ATM or POS terminal which accepts your card. However, you may not get a receipt if the amount of the transfer is $15 or less.
- **Periodic Statements.** You will receive a monthly account statement for your checking account(s). You will receive an account statement on your savings account(s) at least quarterly. You will receive a monthly account statement if electronic transfers are processed in a particular month. Statements may not be provided for an inactive account.
- **Preauthorized Credits.** If you have arranged to have direct deposits made to your account at least once every sixty (60) days from the same person or company, the person or company making the deposit will tell you every time they send us the money. You can call us at 254-554-6699 or 800-677-9801 for First National Bank Texas or 800-903-7490 for First Convenience Bank to find out whether or not the deposit has been made.

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 in time for us to receive your request three (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 fourteen (14) days after your call. Please refer to our Banking Services/Fee Schedule for the fee we will charge you for each stop-payment order you give.

Liability for Failure to Stop Payment of Preauthorized Transfer. If you request us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we may be liable for your losses or damages.

Preauthorized – Notice of Varying Amounts. If these regular payments out of your account will vary in amount the person you are going to pay will tell you, at least ten (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.

Our 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 may be liable for such losses or damages as may be provided by law. However, there are some exceptions for which we will NOT be liable, for instance:
- If, through no fault of ours, you do not have enough money in your account to make the transfer.
- If the ATM where you are making the transfer does not have enough cash.
- If the terminal was not working properly and you knew about the breakdown when you started the transfer.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.

Confidentiality. We will disclose information to third parties about your account or the transfers you make:
- When it is necessary for completing transfers; or
- To verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- To comply with government agency or court orders; or
- As explained in the separate Privacy Policy.

Errors or Questions About Your Electronic Funds Transfer.
Some examples of the term “error” include:
- An unauthorized electronic fund transfer that did not benefit you;
- An incorrect electronic fund transfer to or from your account;
- The omission of an electronic fund transfer from a periodic statement;
- An incorrect electronic fund transfer from a periodic statement;
- A computational or bookkeeping error made by us relating to an electronic fund transfer; and
- The receipt of an incorrect amount of money from an electronic terminal.

The term “error” does not include:
- A routine inquiry about your account balance;
- A request for information for tax or other recordkeeping purposes;
- A request for duplicate copies of documentation; or
- Buyer’s remorse.

Your Liability. Tell us AT ONCE if you believe your card has been lost, stolen or your PIN and or username and password has been compromised, or if you believe that an electronic funds transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account plus any other funds available to you through your account.

If you tell us within two (2) business days, you can lose no more than $50 if someone used your card without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your card and we can prove we could have stopped someone from using your card without your permission if you had told us, you could lose as much as $500. Also, tell us AT ONCE if your statement shows transfers that you did not make or authorize. If you do not tell us within sixty (60) days after that statement was mailed to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason, such as a long trip or hospital stay, kept you from telling us, we will extend the time periods.

**FIRST NATIONAL BANK TEXAS**

www.1STNB.com

254-554-6699 ★ 800-677-9801

**FIRST CONVENIENCE BANK**

www.1STCB.com

800-903-7490 ★ TTY 866-390-9768

P.O. Box 937 ★ Killeen, TX 76540
If you furnish your card, your card and PIN, and/or your online banking user name and password and grant authority to another person (such as a family member or co-worker) to use that information to make purchases, withdraw cash or conduct transactions on your account in any manner, then you are fully liable for all transactions conducted by that person, even if that person exceeds the authority you granted. You are liable for the transactions up until you notify us that transactions by that person are no longer authorized.

Your Liability for MasterCard® Transactions. In the case of transactions using your Debit MasterCard®, your liability may be further limited by our agreement with MasterCard®. If you have exercised reasonable care in protecting your card from loss or theft, and have reported the unauthorized transactions timely, then you will not be liable for unauthorized transactions.

How to Contact Us. Call or write us or visit one of our banking centers as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt.

- Call us at 254-554-6699 or 800-677-9801 for First National Bank Texas or 800-903-7490 for First Convenience Bank.
- Write us at First National Bank Texas, Attn: Dispute Resolution, P.O. Box 937, Killeen, TX 76540-0937.
- E-mail us at Correspondence@1stnb.com.

We must hear from you within sixty (60) days after we sent you the FIRST statement on which the problem or error appeared.

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

If you notify us verbally, we may require that you send us your complaint or question in writing within ten (10) business days. We will conduct an investigation and promptly correct any errors within ten (10) business days after we hear from you. If the transfer involved a new account, we may take up to twenty (20) business days to conduct our investigation and correct any errors. An account is considered new for thirty (30) days after the first deposit is made.

In some cases, a complete investigation may take up to ninety (90) days, especially if the transfer was a Point-Of-Sale card transaction, involved a new account or was initiated in a foreign country. If we determine that the investigation will take us longer to complete, we will credit your account for the amount you think is in error as the term “error” is defined above, so you will have use of the money during the time it takes us to complete our investigation. This credit will be applied to your account within ten (10) business days on most accounts, and twenty (20) business days if the transfer involved a new account. If we ask you to send us your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account.

You will be requested to assist us in our investigation of your claim of unauthorized activity on your account. Your assistance may include, but is not limited to, providing all necessary information and identification we request concerning the claim. We may ask you to file a report with the local law enforcement agency. A police report is often necessary for us to recover photos from merchants or the owners of foreign ATMs. Your failure to file a report will not cause your claim to be denied in and of itself.

We will notify you of the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

If your complaint or question is in regards to a transaction conducted through your PayPal account, Amazon Payments account, or an account held at another financial institution, you should contact PayPal, Amazon Payments, or that other financial institution. They are responsible for investigating your claim. If you contact us, we will refer you to PayPal, Amazon Payments, or such other financial institution, and we will not conduct an investigation. We will provide reasonable assistance as required upon their request.

Our Business Days. Our business days are Monday through Friday. Holidays are not included.

5/15/15

THINGS YOU NEED TO KNOW ABOUT THE DEBIT MASTERCARD®

The Debit MasterCard® is a convenient way to pay for goods and services, but these transactions clear your account differently than checks and traditional ATM card transactions. Because these transactions clear differently, special care should be taken in monitoring your account balance in order to avoid unwanted fees.

In most instances, when you use your Debit MasterCard®, your “available balance” is immediately reduced. A preauthorization hold is placed on funds in your account reducing the balance available to pay checks and other debits that are presented to the bank for payment.

Typically, Debit MasterCard® transaction preauthorization holds are for the amount of the actual purchase, but, in some instances, they may be for a different amount. This usually happens at hotels, gas stations, restaurants and any place where you can run your card before the final transaction. Most merchant systems will provide for those preauthorization holds to drop off when the actual transaction clears your account. Unfortunately, some merchant systems do not. If, for some reason, the preauthorization hold was not properly coded by the merchant, we terminate it after three (3) banking days, with no credit to your account. You may ask for copies of the documents that we used in our investigation.

In order to avoid unwanted fees, never assume that items will pay in a specific order and always use your transaction register to keep track of your account balance. Just because an item receives a preauthorization hold and is authorized for payment does not guarantee that the item won’t generate an overdraft fee when it clears your account. If your account is overdrawn because of items that have cleared your account, any pending items may generate overdraft fees when the charge is presented to us for payment and it clears your overdrawn account.

As a customer of this bank, you have access to pending transaction information and preauthorization holds through Online Banking, Mobile banking, and our 24-Hour Personal Account Line (PAL). By using these services you can avoid unwanted fees by monitoring outstanding pending transactions and preauthorization holds and the “available” balance in your account.

Please let us know if you have any questions regarding your new Debit MasterCard®.
**SAFETY TIPS CONCERNING YOUR DEBIT MASTERCARD® AND ATM USAGE**

We’ve provided these important safety tips to help you protect yourself and your account.

**CARD SECURITY**

Treat your card like cash. Always keep your card in a safe place. Memorize your secret PIN that allows you to use an ATM or POS terminal. Keep your PIN in a safe place away from your card. Never write your PIN on your card. Never tell your PIN to anyone. And never let someone else enter your PIN for you. Do not give any information about your card over the telephone. No one needs to know your PIN, not even your financial institution. When making a purchase online with your card, you should end your transaction by logging out of the website instead of just closing the web browser. If your card is lost or stolen, or your PIN compromised, report it immediately to your Banking Center. After hours or on weekends, call 254-554-6699 or 800-677-9801 for First National Bank Texas or 800-903-7490 for First Convenience Bank, or by writing First National Bank Texas, Attn: Dispute Resolution, P.O. Box 937, Killeen, TX 76540-0937.

**SECURITY AT WALK-UP & DRIVE-UP ATMS**

Always observe your surroundings before conducting your ATM transaction. If you’re driving to an ATM, park as close as you can to the machine. Observe the entire area from the safety of your vehicle. Have your card ready before you approach the machine. If you see anyone or anything that appears to be suspicious, cancel your transaction and leave the area at once. After dark, only use the ATMs that are well lit and have minimal landscaping. If possible, have someone go with you to the ATM. There is safety in numbers. Also choose a machine in a busy area. A heavily trafficked location means additional security. If you are followed after using an ATM, seek a place where people, activity and security can be found. If necessary, call the police. If there are other people at the ATM you want to use, remain in your car with the doors locked and windows up until they leave, or go to another ATM. Do not leave your car running or the keys in the ignition as you walk up to an ATM. As you return after your transaction, have your car keys ready and check around and under your vehicle. Do not count your money while at the ATM. Put your money, receipt and card away quickly. Always take the ATM receipt. Use your body to block the view of your transaction, especially as you enter your PIN and take your cash. If necessary, ask a person to leave, even if that person is just curious. If the ATM is in use, give the person using the machine the same privacy you expect. Allow him or her to move away from the ATM before you approach the machine. When using a drive-up ATM, keep your doors locked and windows up until you are ready to use the machine. Keep cash, checks, or money bags out of sight until you are ready for your transaction.

7/1/15
ACCOUNT TRANSFER OVERDRAFT PROTECTION PLAN

Avoid NSF/OD fees with AccountTransfer.

AccountTransfer Overdraft Protection is available to individuals and commercial customers doing business as a sole proprietorship.

AccountTransfer Overdraft Protection allows you to use the money you put aside in a separate designated “transfer from” account as protection against overdrafts in other accounts. AccountTransfer Overdraft Protection transfers are made for the exact amount required to cover the overdraft plus the applicable transfer fee. If your designated “transfer from” account does not have enough available funds to cover the necessary amount, we will not make a transfer. We will make one (1) transfer per day and one (1) AccountTransfer Overdraft Protection fee of $10 will be assessed. If the exact amount is not available in the designated “transfer from” account to cover the overdraft plus the transfer fee, then no transfer will take place and our normal NSF/OD AND Negative Balance fees apply.

AccountTransfer is a contractual agreement for overdraft protection. It is not an automatic account feature. You must request this service.

1/1/15

Funds Availability Policy

Your Ability to Withdraw Funds

Our policy is to make funds from your deposits available to you on the first (1st) banking day after the day we receive your deposit. Electronic direct deposits will typically be available on the day we receive the deposit. In some instances, we may receive the direct deposit in advance of the release/settlement date authorized by the sender. In such cases, the direct deposit will be made available no later than the release/settlement date. Once the funds are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written and pay other items such as your debit card purchases.

For determining the availability of your deposits, every day is a banking day, except Easter Sunday, Thanksgiving Day and Christmas Day. If you make a deposit before the Bank’s established cutoff time on a banking day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after our cutoff time or on a day we are not open, we will consider the deposit was made on the next banking day. Cut off times may vary by location and are posted in each location. Our earliest cut off time is 5:00 p.m. local time. When you deposit an item that requires a delayed availability hold, we determine availability of your funds based on our business days. We use the Federal Reserve Bank’s business days as our business days when delaying availability of items presented for deposit.

Federal Reserve Bank business days are every day except Saturdays, Sundays and federal holidays.

Longer Delays May Apply

In some cases, we will not make all of the funds that you deposit by check available to you on the first (1st) banking day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second (2nd) business day after the business day of your deposit. However, the first $200 of your deposit will be available on the first (1st) business day.

If we are not going to make all of the funds from your deposit available on the first (1st) banking day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the next business day following the banking day we receive your deposit. If you will need the funds from a deposit immediately, ask us when the funds will be available.

In addition, funds you deposit by check may be delayed for a longer period than two (2) business days, and the first $200 may not be available under the following circumstances:

• We believe a check you deposited will not be paid
• You deposit checks totaling more than $5,000 on any one (1) business day
• You redeposit a check that has been returned unpaid
• You have overdrawn your Account repeatedly in the last six (6) months
• There is an emergency, such as failure of communications or computer equipment

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh (7th) business day after the business day of your deposit.

Special Rules for New Accounts

If you are a new customer, the following special rules may apply during the first thirty (30) days after your Account is opened.

Electronic direct deposits will typically be available on the day we receive the deposit. In some instances, we may receive the direct deposit in advance of the release/settlement date authorized by the sender. In such cases, the direct deposit will be made available no later than the release/settlement date. Funds from deposits of cash, wire transfers, electronic credits and the first $5,000 of a day’s total deposits of cashier’s, certified, teller’s, traveler’s, and federal, state and local government checks will be available on the next business day after the business 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 no later than the ninth (9th) business day after the business 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 (2nd) business day after the business day of your deposit.

Funds from all other check deposits will be available no later than the ninth (9th) business day after the business day of your deposit.

NOTE: If an item deposited to your Account is returned to us unpaid, you are responsible for the funds, even if you have already withdrawn them.

7/1/15

First National Bank Texas
www.1stnb.com
254-554-6699 ★ 800-677-9801

First Convenience Bank
www.1stcb.com
800-903-7490 ★ TTY 866-390-9768

P.O. Box 937 ★ Killeen, TX 76540
**Facts**

**WHAT DOES FIRST NATIONAL BANK TEXAS/FIRST CONVENIENCE BANK DO WITH YOUR PERSONAL INFORMATION?**

<table>
<thead>
<tr>
<th>Why?</th>
<th>Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.</th>
</tr>
</thead>
</table>
| What? | The types of personal information we collect and share depend on the product or service you have with us. This information can include:  
- Social Security number and income  
- Account balances and payment history  
- Credit history and employment information |
| How? | All financial companies need to share personal information to run their everyday business. In the section below, we list the reasons financial companies can share their personal information; the reasons First National Bank Texas (FNBT)/First Convenience Bank (FCB) chooses to share; and whether you can limit this sharing. |

<table>
<thead>
<tr>
<th>Reasons we can share your personal information</th>
<th>Does FNBT/FCB share?</th>
<th>Can you limit this sharing</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>For our everyday business purposes</strong> – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td><strong>For our marketing purposes</strong> – to offer our products and services to you</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td><strong>For joint marketing with other financial companies</strong></td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td><strong>For our affiliates’ everyday business purposes</strong> – information about your transactions and experiences</td>
<td>No</td>
<td>We Don’t Share</td>
</tr>
<tr>
<td><strong>For our affiliates’ everyday business purposes</strong> – information about your creditworthiness</td>
<td>No</td>
<td>We Don’t Share</td>
</tr>
<tr>
<td><strong>For nonaffiliates to market to you</strong></td>
<td>Yes</td>
<td>Yes</td>
</tr>
</tbody>
</table>

**To limit our sharing**

- Call Customer Support at 254-554-6699 or 800-677-9801 for First National Bank Texas or 800-903-7490 for First Convenience Bank.
- Mail in the form on page 2.

**Please note:**

If you are a new customer, we can begin sharing your information thirty (30) days from the date we sent this notice. When you are no longer our customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.

**Questions?**

Call Customer Support at the numbers listed above.
### Who we are

| Who is providing this notice? | First National Bank Texas/First Convenience Bank |

### What we do

| **How does First National Bank Texas/First Convenience Bank protect my personal information?** | To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We authorize our employees to get your information only when they need it to do their work and we require companies that work for us to protect your information. |
| **How does First National Bank Texas/First Convenience Bank collect my personal information?** | We collect your personal information, for example, when you
- open an account or apply for a loan
- deposit money or make a wire transfer
- show your government-issued ID
We also collect your personal information from others, such as credit bureaus, affiliates, or other companies. |
| **Why can't I limit all sharing?** | Federal law gives you the right to limit only
- sharing for affiliates’ everyday business—information about your creditworthiness
- affiliates from using your information to market to you
- sharing for nonaffiliates to market to you |
| **What happens when I limit sharing for an account I hold jointly with someone else?** | Your choices will apply to everyone on your account. |

### Definitions

| **Affiliates** | Companies related by common ownership or control. They can be financial and non financial companies. |
|               | First National Bank Texas/First Convenience Bank does not share with our affiliates. |
| **Nonaffiliates** | Companies not related by common ownership or control. They can be financial and non financial companies. |
|               | Nonaffiliates we share with can include insurance companies and direct marketing companies. |
| **Joint Marketing** | A formal agreement between nonaffiliated financial companies that together market financial products or services to you. |
|               | Our joint marketing partners include insurance companies and a financial institution with whom we have a joint marketing agreement to offer credit cards. |

### Mail-in-Form

**Mark if you want to limit:**
- [ ] Do not use my personal information to market to me.
- [ ] Do not share my personal information with other financial institutions to jointly market to me.
- [ ] Do not share my personal information with nonaffiliates to market their products and services to me.

#### Name:

#### Mail to:

- First National Bank Texas
- P.O. Box 937
- Killeen, TX 76540

#### Address:

City, State, Zip: 

- Killeen, TX 76540
**MULTI-PARTY/PAYABLE ON DEATH ELECTION FORM**

**SINGLE-PARTY ACCOUNT WITH “P.O.D.” (PAYABLE ON DEATH) DESIGNATION.** The party to the account owns the account. On the death of the party, ownership of the account passes to the P.O.D. beneficiaries of the account. The account is not a part of the party’s estate.

Enter the name or names of the P.O.D. beneficiaries:

<table>
<thead>
<tr>
<th>Payable on death to</th>
<th>Payable on death to</th>
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<tbody>
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<table>
<thead>
<tr>
<th>Address</th>
<th>State</th>
<th>Zip</th>
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<table>
<thead>
<tr>
<th>Relationship</th>
<th>S.S.N</th>
<th>D.O.B</th>
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<table>
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<tr>
<th>Date</th>
<th>Signature (Owner)</th>
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</table>

**MULTIPLE-PARTY ACCOUNT WITH RIGHT OF SURVIVORSHIP.** The parties to the account own the account in proportion to the parties’ net contributions to the account. The Bank may pay any sum in the account to a party at any time. On the death of a party, the party’s ownership of the account passes to the surviving parties.

<table>
<thead>
<tr>
<th>Date</th>
<th>Signature (Owner)</th>
<th>Date</th>
<th>Signature (Owner)</th>
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**MULTIPLE-PARTY ACCOUNT WITH RIGHT OF SURVIVORSHIP AND P.O.D. (PAY ON DEATH) DESIGNATION.** The parties to the account own the account in proportion to the parties’ net contributions to the account. The Bank may pay any sum in the account to party at any time. On the death of the last surviving party, the ownership of the account passes to the P.O.D. beneficiaries.

<table>
<thead>
<tr>
<th>Payable on death to</th>
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*Please complete and return to:*

First National Bank Texas  
Correspondence Dept.  
P.O. Box 937  
Killeen, TX 76540
To whom it may concern:

Please [ ] initiate  [ ] change my direct deposit as indicated below:

<table>
<thead>
<tr>
<th>First Name</th>
<th>Last Name</th>
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<tbody>
<tr>
<td></td>
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<table>
<thead>
<tr>
<th>Address</th>
<th>City</th>
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</table>

<table>
<thead>
<tr>
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<th>Zip</th>
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<table>
<thead>
<tr>
<th>Social Security Number</th>
<th>Primary Phone Number</th>
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<tr>
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</table>

**PRIMARY ACCOUNT**

<table>
<thead>
<tr>
<th>Bank Name</th>
<th>Routing Number</th>
<th>Account Number</th>
<th>Account Type</th>
<th>Deposit Amount</th>
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<tr>
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</table>

**SECONDARY ACCOUNT**

<table>
<thead>
<tr>
<th>Bank Name</th>
<th>Routing Number</th>
<th>Account Number</th>
<th>Account Type</th>
<th>Deposit Amount</th>
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<tbody>
<tr>
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</tbody>
</table>

By signing below, I authorized to initiate/change my direct deposit:

Signature __________________________ Date __________________________

ATTACH VOIDED CHECK IF REQUIRED

We'll pay YOU $9.99 for your DIRECT DEPOSIT. See a personal banker for details!*

*To receive the one-time payment of $9.99 contact your personal banker once your new monthly (recurring) electronic direct deposit has posted to your account. Offer subject to change without notice. Account must be in good standing and deposit must exceed $100.00.