

OVERDRAFTS AND NONSUFFICIENT FUNDS POLICY: It is the policy of our Bank to comply with applicable laws and regulations, and to conduct business in accordance with applicable safety and soundness standards. Generally, an overdraft occurs when there is not enough money in your account to pay for a transaction, but we pay (or cover), in our discretion, the transaction anyway. A non-sufficient funds (“NSF”) transaction is slightly different. In an NSF transaction, we do not cover the transaction. Instead, the transaction is rejected and the item or requested payment is returned unpaid. In either situation, we can charge you an Overdraft Fee (\$25.00) or a Returned Item Fee (\$25.00), depending on whether the item is covered as an overdraft or returned unpaid. Please remember that we are not obligated to pay any item presented for payment if your account does not contain sufficient collected funds. We use the Ledger Balance when determining whether a transaction will cause your account to overdraw and for charging Overdraft and Returned Item Fees. Your account’s Ledger Balance only includes transactions that have settled up to that point in time, such as deposits and payments that have posted to your account. The Ledger Balance does not include outstanding items (such as checks that have not yet cleared and electronic transactions, including debit card transactions, that have been authorized but which are still pending). The ending statement balance reflected on your periodic statement is the Ledger Balance for your account as of the statement date. Please note also that, on debit card purchases, merchants may request a temporary hold on your account for a specified sum of money when the merchant does not know the exact amount of the purchase at the time the card is authorized. The amount of the temporary hold may be more or less than the actual amount of your purchase. Some common transactions where this occurs involve purchases of gasoline, hotel rooms, or meals at restaurants. When this happens, our processing system cannot determine that the amount of the hold exceeds the actual amount of your purchase. This temporary hold, and the amount charged to your account, will eventually be adjusted to the actual amount of your purchase, but it could be seven business days, or even longer in some cases, before the adjustment is made. Keeping track of your balance is important. The best way to avoid overdrafts and fees is to keep track of your account balance by entering all checks, debit card purchases, and ATM withdrawals in your check register, reconcile your checkbook regularly, and manage your finances responsibly. You can review your balance in a number of ways including reviewing your periodic statement, reviewing your balance online, accessing your account information by phone, or coming into one of our branches. You can also take advantage of the Bank’s account alerts. If you bank online or use our mobile banking services, you may establish an alert threshold to let you know when your balance is nearing your alert threshold. However, if a mistake occurs, the Bank offers additional ways to cover overdrafts in addition to the Overdraft Privilege, such as Overdraft Privilege Plus or a link to another account (known as Overdraft Protection). To learn more about

these other ways to cover overdrafts, contact us at (833) 987-2265 or visit one of our branches.

OVERDRAFT PRIVILEGE and OVERDRAFT PRIVILEGE PLUS: DISCRETIONARY OVERDRAFT SERVICES: At times, unanticipated expenses or unforeseen problems can leave you with too little cash in your checking account. Having a check returned due to insufficient funds can be a costly, inconvenient and potentially embarrassing experience. At TexasBank we do not encourage overdrafts. As always, we encourage you to manage your finances responsibly. Overdrafts should not be used to pay ordinary or routine expenses and you should not rely on overdrafts as a means to cover these expenses. However, we want to help you potentially avoid incurring additional merchant fees and possible damage to your credit history that might result if an item or transaction is returned unpaid. That's why we provide special overdraft services for Bank customers called Overdraft Privilege, Overdraft Privilege Plus, and Overdraft Protection. The Bank's Overdraft Privilege Services are discretionary overdraft services available to eligible checking accounts. Overdraft Privilege and Overdraft Privilege Plus are available only to eligible Personal Checking accounts primarily used for personal and household purposes, and eligible Commercial Checking accounts primarily used for non-consumer (personal and household) purposes. Money Market and Savings accounts, Minor accounts, and Public Fund accounts are not eligible. We may limit the number of accounts eligible for the Overdraft Privilege service to one account per household. We are not obligated to pay any item presented for payment if your account does not contain sufficient collected funds. Under Overdraft Privilege and Overdraft Privilege Plus, rather than automatically returning, unpaid, any non-sufficient funds items that you may have, we will consider, as a discretionary courtesy or service (and not a right or obligation on our part), approving your inadvertent overdrafts up to an assigned overdraft limit ("Overdraft Privilege Limit"), if your eligible account has been open for at least thirty (30) days and thereafter you maintain your account in "good standing", which includes at least: (A) Continuing to make deposits consistent with your past practices, and depositing at least \$300 or more in your account within each thirty (30) day period, (B) You are not in default on any loan obligation to Texas Bank, (C) You bring your account to a positive balance (not overdrawn) at least once every thirty (30) days, and (D) Your account is not the subject of any legal or administrative order or levy. As a discretionary courtesy under the Overdraft Privilege, the assigned Overdraft Privilege Limit is generally a \$300 overdraft (negative) balance for Consumer Checking accounts and \$800 overdraft (negative) balance for eligible Commercial Checking accounts. Please note that the \$25.00 Overdraft Fee applies for each item, per presentment, paid against the Overdraft Privilege Limit. The Overdraft Privilege Limit applicable to an account may be increased or decreased for certain eligible accounts at any time, in the Bank's sole

discretion, including, but not limited to, due to consideration of the age of the account, deposit balances, deposit regularity, previous overdraft activity, account status relating to any legal or administrative order or levy, or status of loan obligations with the Bank. Please note that the amount of any overdraft plus any and all fees and charges, including without limitation the Overdraft and Returned Item Fees for each item, per presentment (as set forth in our Fee Schedules), will be deducted from your Overdraft Privilege Limit. Please also note that it may be possible that your account will become overdrawn in excess of the Overdraft Privilege Limit as a result of the assessment of a fee. Of course, we can't promise to pay every overdraft and we are never obligated to pay your overdrafts, even if your account is in good standing and even though we may have previously paid overdrafts for you. The Overdraft Privilege services do not constitute an actual or implied agreement between you and the Bank. Nor does it constitute an actual or implied obligation of or by the Bank. This service represents a purely discretionary privilege or courtesy that we may provide to you from time to time and which may be withdrawn or withheld by us at any time; without prior notice or reason or cause. You will be notified by mail of any non-sufficient funds items paid or returned that you may have; however, we have no obligation to notify you before we pay or return any item. You should make every attempt to bring your account to a positive end-of-day balance as soon as possible, and are required to bring your account to a positive balance within 35 calendar days to remain in good standing. If you are not able to bring your account to a positive balance within 35 calendar days, your Overdraft Privilege may be suspended and you will receive notice from the Bank that any additional items may be returned unpaid and Returned Item Fees will be assessed per item, per presentment, until you bring your account to a positive balance. The Overdraft Privilege services apply to a variety of transactions, including checks and other transactions made using your checking account number, automatic bill payments, ATM transactions and everyday debit card transactions; however, for consumer accounts, we will not charge fees for overdrafts caused by ATM withdrawals or everyday debit card transactions, if you have not also opted-in to Overdraft Privilege Plus. If there is more than one (1) owner on the signature card, only one (1) owner is required to opt-in to Overdraft Privilege Plus to obtain coverage.

OVERDRAFT/RETURNED ITEM FEES: There are no additional costs associated with Overdraft Privilege services, unless you use it. Under Overdraft Privilege and Overdraft Privilege Plus, you will be charged our standard per item, per presentment Overdraft Fee or Returned Item Fee set forth in our Fee Schedule (currently each fee is \$25.00 per item, per presentment), depending on whether the item is covered or returned unpaid. The amount of any overdrafts plus our Returned Item and/or Overdraft Fee(s) that you owe us shall be due and payable upon demand. If there is more than one (1) owner on the signature card,

each owner, and agent, if applicable, drawing/presenting the item creating the Overdraft or Returned Item Fee(s) shall be jointly and severally liable for such fee(s). We may use subsequent deposits, including direct deposits of social security or other government benefits, to cover any overdrafts and Overdraft and Returned Item Fees. Overdraft and Returned Item Fees apply to overdrafts and non-sufficient funds items created by check, in person withdrawal, ATM withdrawal, or other electronic means; provided however, that for consumer accounts we will only charge an Overdraft Fee for overdrafts caused by ATM withdrawal or one-time debit card transactions if opted-in to that service. Please be aware that an item may be presented and returned multiple times, resulting in multiple fees. We do not monitor or control the number of times an item is presented for payment and there is no limit on the number of Returned Item Fees that can be assessed for an item, if the same item is presented for payment multiple times. You agree that a Returned Item Fee may be charged each time an item is presented and returned, regardless of the number of times the item is presented and returned, or if the item is later covered by us, in our discretion, as an overdraft. This means that multiple Returned Item Fees, as well as an Overdraft Fee, could be incurred for the same item if it is presented and returned multiple times for payment. On consumer accounts, the Bank will not charge more than six (6) Returned Item and Overdraft Fees combined per day. In addition, the Bank will not charge an Overdraft Fee for any covered overdraft items that result in a negative balance of less than -\$10.00, and will not charge a Returned Item Fee for any items returned where the account has a negative balance of less than -\$10.00 at the time of presentment. The Overdraft Privilege services are always optional. If you prefer that the Bank not cover any items or transactions as overdrafts when there are not sufficient funds in your account, you can opt-out or remove the discretionary Overdraft Privilege service from your account at any time by contacting your local branch or calling (833) 987-2265 and requesting the overdraft limit be removed from your account. Please note that, if you opt-out or remove the Overdraft Privilege service from your account, any items or transactions that would overdraw your account will generally be returned unpaid and a Returned Item Fee of \$25.00 per item, per presentment, will be imposed each time an item is presented and returned unpaid.

OVERDRAFT PRIVILEGE FOR ATM AND EVERYDAY DEBIT CARD TRANSACTIONS: For consumer accounts, we will not charge fees for overdrafts caused by ATM withdrawals or everyday debit card transactions, if you have not also opted-in to Overdraft Privilege Plus. Please see our “Overdraft Services Consent Form” (also called the “What You Need to Know About Overdrafts and Overdraft Fees Disclosure”) for information on how to opt-in or opt-out of that service. Absent your affirmative consent (opt-in), ATM and everyday debit card transactions generally will not be authorized if your Available Balance in your

consumer account is insufficient. A consumer customer who does not affirmatively consent (opts-out) to Overdraft Privilege Plus for the payment of ATM and/or everyday debit card transactions, agrees to not overdraw their account for ATM and everyday debit card transactions (\$0 debit card overdraft limit). If you would like access to the Overdraft Privilege Plus for ATM withdrawals and everyday debit card purchases for your consumer account, you'll need to opt-in to that additional service by contacting your local branch or calling (833) 987-2265. If you opt-in, you may cancel at any time. If you do not opt-in, you can do so later at any time.

ITEM POSTING ORDER: The order in which items are paid is important, if there is not enough money in your account to pay all of the items that are presented. The payment order can affect the number of items overdrawn or returned unpaid and the amount of the fees you may have to pay. Please note that no posting order is neutral to all parties to a transaction and items may not be processed in the order in which they occur or in the order in which you make them. In general, we will process and post items from the same business day in the following order at the close of business: (1) any wire transfers from lowest to highest dollar amount; (2) items we have already committed to pay from lowest to highest dollar amount such as ATM withdrawals, teller cash withdrawals, transfers, and debit card or point of sale withdrawals; (3) checks and ACH withdrawals from lowest to highest dollar amount. Transactions may not be processed in the order in which they occur. The order in which transactions are processed can affect the total amount of overdraft/non-sufficient funds fees incurred. The Bank reserves the right to change the payment order if the Bank suspects fraud or possible illegal activity affecting the account. The Bank also reserves the right to post in any order, as permitted by law. Please note that account statements do not necessarily report debits and credits in the order that we posted them to an account. Knowing when funds you deposit into your account will be made available is another important concept that can help you avoid being assessed fees or charges. Please see our "Funds Availability Policy " for information on when different types of deposits will be made available for withdrawal. For those accounts to which our funds availability policy disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal. An item may be returned after the funds from the deposit of that item are made available for withdrawal. In that case, we will reverse the credit of the item. We may determine the Available Balance in your account for the purpose of deciding whether to return an item for insufficient funds at any time between the times we receive the item and when we return the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the Ledger Balance at the subsequent time will determine whether there are insufficient available funds.