

## Welcome to Texas Capital Bank

Welcome to Texas Capital Bank! We appreciate your business and will work hard to earn your trust as your banking partner. Your Deposit Account is subject to rules that protect both you and us. Please read this entire Agreement carefully so that you understand your rights and responsibilities which pertain to your Deposit Account relationship with us.

### Contacting Texas Capital Bank

You may contact us for any reason or in the event you need to notify us of a change that may impact your Account. You may choose one of these options to contact us:

- Call: 877.839.2265 (Client Support)
- Fax: 877.839.2738 (Client Support)
- Email: [clientsupport@texascapitalbank.com](mailto:clientsupport@texascapitalbank.com)
- Web: “Manage your Account” at [www.texascapitalbank.com](http://www.texascapitalbank.com)
- Mail: 2350 Lakeside Blvd., Ste. 800; Attn: Client Support; Richardson, TX 75082

### Changing Your Address or Information

In the event you change your mailing address from what we have on file for you, or you change any information we have on file for you, we request that you notify us immediately. Please see the “Contacting Texas Capital Bank” section of this Agreement for our contact information. Notwithstanding the foregoing, you acknowledge and agree that we may change your mailing address in our records if we receive an address change notice from the U.S. Postal Service or from another entity in the business of providing correct address information that the address we have on file for you no longer corresponds to the address on file with the U.S. Postal Service. Furthermore, you acknowledge and agree that we may send your Account statement and notices to the new address.

### Traveling Abroad

In the event you plan to use your Visa® CheckCard or ATM card while traveling abroad, please read these precautions before you begin your trip:

- Notify us prior to your travel departure so that you will have immediate access to your funds while abroad
- Safeguard your card; keep your Visa® CheckCard or ATM card in a safe place at all times
- Protect your Personal Identification Number (PIN); do not write your PIN on your Visa® CheckCard or ATM card
- Know your daily cash withdrawal limit
- Minimize your transactions; fewer transactions will reduce your exposure to fraud and fees
- Retain your receipts so that you can reconcile your Account when your statement arrives

We work hard to protect your Account against fraudulent transactions. In the event we notice unusual card activity, you acknowledge and agree that we may temporarily freeze your Account until we are able to verify the transaction(s) in question with you. Please advise us of your travel plans so that you will have immediate access to your funds. To advise us of your travel plans or in the event you suspect unusual transactions on your Account, call us AT ONCE at 877.839.2265 (Client Support).

### Reporting Lost or Stolen Card

If you believe that your ATM card and/or Visa® CheckCard has been lost or stolen, call us AT ONCE at 877.839.2265 (Client Support). Please see the “Provisioning for Error Resolution” section of this Agreement for details about your rights and responsibilities with regard to error resolution.

### Obtaining Credit Information

We may make any inquiry that we consider appropriate to help us determine if we should open, maintain or close your Account. In the event we consider an inquiry appropriate, such inquiry may include verification of employment, previous banking relationships, credit reports or other reports from Account information services and credit reporting agencies. Without limiting the foregoing, you acknowledge and agree that we reserve the right to refuse to open an Account for you.

Notwithstanding, you acknowledge and agree that we may exchange or provide information about you, or which concerns your Account, with others, such as merchants and credit reporting agencies. In the event we request your credit report and you inquire about such event, we will provide you with the name, address, and telephone number of the reporting agency. Please see the “Financial Privacy Policy” section of this Agreement for information about our information sharing practices.

### Defining Terms within Agreement

Certain wording will appear throughout this Agreement. For your convenience, the terms that follow are defined to assist you with your review of this Agreement. Access Device: Represents any ATM card, debit card, Personal Identification Number (PIN), password, or code used to initiate an electronic transfer of funds.

**Account:** Represents any Deposit Account you open or maintain with us upon which you are an Authorized Signer or upon which you have a legal equitable interest.

**Account Agreement:** Represents all Consumer and Non-Consumer Deposit Accounts, products, services and disclosures identified within this Account Agreement ("Agreement") at Texas Capital Bank, N.A.

**ACH Entry:** Represents an Automated Clearing House Item.

**ACH Credit Entry:** Represents an Automated Clearing House Item that results in a credit to your Account.

**ACH Debit Block:** Represents an automated process which rejects ACH Debit Entries that present against your Account.

**ACH Debit Entry:** Represents an Automated Clearing House Item that results in a debit to your Account.

**Affiliate:** Represents a company we own or control, a company that owns or controls us, or a company that is owned or controlled by the same company that owns or controls us. Ownership does not mean complete ownership, but means owning enough to have control.

**ATM:** Represents the acronym for automated teller machine.

**Authorized Signer:** Represents any person whose signature appears on the signature card covering an Account or whom you authorize with or without our knowledge to effect any transactions on your Account.

**Automated Clearing House Item:** Represents any Item that processes through the Automated Clearing House Network which is governed by the National Automated Clearing House Association (NACHA) and its Operating Rules.

**Bill Pay:** Represents our secure system which allows you to initiate payments by way of the Internet to your Payees.

**Business Day:** Represents Monday through Friday, except for Federal holidays.

**Cash:** Represents money in the form of bills or coins.

**Checks:** Represents a Negotiable Instrument drawn against deposited funds, to pay a specified amount of money to a specific Payee upon demand.

**Commercial Account:** Represents any Deposit Account held by us which is established primarily for business use to conduct commerce. A Commercial Account is one and the same as a Non-Consumer Account.

**Consumer:** Represents an individual that maintains its Account primarily for personal use.

**Consumer Account:** Represents any Deposit Account held by us which is established primarily for personal, family, or household use.

**Deposit Account:** Represents any Deposit Account you open or maintain with us upon which you are an Authorized Signer or in which you have a legal equitable interest.

**Electronic Funds Transfer:** Represents any electronic transaction initiated by a Consumer using an Access Device for personal, family, or household purposes which is governed by Regulation E.

**Funds Transfer:** Represents all Wire Transfer requests, Automated Clearing House Items and all other internal and external transfer requests, which are subject to final collection or subsequent return.

**Insufficient Funds:** Represents an Item which presents against your Account for payment that is dishonored by us due to inadequate funds in your Account.

**Item:** Represents any Check or any debit Item that may be charged or otherwise paid against your Account, as well as any Check or any credit Item that may be deposited or otherwise credited to your Account.

**Negotiable Instrument:** Represents a transferable, signed document that promises to pay the Payee a sum of money at a future date or upon demand, such as a Check.

**Non-Affiliated Third Party:** Represents a company that is not affiliated with us.

**Non-Consumer:** Represents an entity that maintains its Account primarily for business purposes.

Non-Consumer Account: Represents any Deposit Account held by us which is established primarily for business use to conduct commerce. A Non-Consumer Account is one and the same as a Commercial Account.

Non-Public Personal Information: Represents information about you that we collect in connection with providing a financial product or service to you. Non-Public Personal Information does not include information that is available from public sources, such as telephone directories or government records.

Online Banking: Represents our secured system which allows you to perform banking activities by way of the Internet.

Party: Represents an individual or entity who/that has contractual rights to the Account.

Payee: Represents an entity, Consumer or Non-Consumer, who/that receives a payment by way of Check or electronic means, usually through an obligation of the Consumer or Non-Consumer who/that initiated the payment.

Periodic Statement: Represents a summary which lists the activity on your Account for a specified period of time.

Settlement Date: Represents the date on which an ACH Entry posts to your Account.

Substitute Check: Represents a legally reproduced paper replica of the original check that contains an image of the front and back of the original check.

Texas Capital Bank, we, our, and us: Represents Texas Capital Bank, N.A. Furthermore, you acknowledge and agree that the terms “we”, “our” and “us” are used throughout this Agreement without regard to case.

Third Party: Represents an individual or entity other than the Deposit Account, Texas Capital Bank, N.A. and our Affiliates to which you may have an obligation or commitment.

Uncollected Funds: Represents a deposit by check which has not yet been collected by us. Items which present against Uncollected Funds may be returned by us as an Insufficient Funds Item.

Wire Transfer: Represents an electronic transfer of funds through the Federal Reserve Bank’s, Fedwire. Although a Wire Transfer is an electronic payment, it does not process as an Automated Clearing House Item or an Electronic Funds Transfer Item.

You and your: Represents the person(s) and/or entity who/that established the Account with us or in whose name the Account was opened, together with any person who is an Authorized Signer. You acknowledge and agree that the terms “you” and “your” are applicable to joint owners, collectively and individually. Furthermore, you acknowledge and agree that the terms “you” and “your” are used throughout this Agreement without regard to case.

### **Concerning Use of Singular/Plural Phrases and Words**

The captions used within this Agreement are for your convenience and reference purposes only and shall not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this Agreement shall be construed so that the singular includes the plural and the plural includes the singular.

### **Recording and Monitoring Phone Calls**

We may record or monitor telephone calls between you and us. You acknowledge and agree that we are not required to inform you of our policy to record and monitor before each call unless required by law.

### **Securing Our Website**

Our Website has security measures in place to protect against the loss, misuse and alteration of information under our control. Such security measures are accomplished with the implementation of multiple layers based on proven industry standards. Please go to [www.texascapitalbank.com](http://www.texascapitalbank.com) for information on our security statement.

In the event you have any questions as to the practices of, or your dealings with, our Website, you may inquire about such practices or dealings. Please see the “Contacting Texas Capital Bank” section of this Agreement for our contact information.

### **Notifying Us of Your Opt Out Option**

In the event you no longer wish to receive communication and/or a product or service from us, you may elect to opt out of the receipt of such communication and/or product or service. Please see the “Contacting Texas Capital Bank” section of this Agreement for our contact information. We ask that you provide us with the details as to your wishes to opt out of communication and/or a product or service.

## Account Agreement

This Agreement governs all Consumer and Non-Consumer Deposit Accounts identified within this Account Agreement (“Agreement”) at Texas Capital Bank, N.A. By signing an account or services application, signature card, or any other documents that we provide to you or your representative(s) or by opening and maintaining an Account with us, you and where applicable, your representative(s), accept and agree to be bound by the Terms and Conditions contained herein and to any subsequent amendments, changes, or modifications to these Terms and Conditions. Without limiting the foregoing, the date on which the Account is opened is the date the Account is established in our records. You expressly authorize us to use this date as the opening date of your Account.

Notwithstanding, if any provision of this Agreement is found to be unenforceable according to its Terms and Conditions, you acknowledge and agree that all remaining provisions continue in full force and effect. We may, at our sole discretion, consent to some variation from this Agreement, but such consent must be agreed upon by you and us in writing. The Rate Information Sheet, Account Information Brochure, applicable fee schedule and other disclosures, such as individual product and regulatory disclosures, are provided to you under separate cover.

### Concerning Your Liability

You acknowledge and agree that we may deduct applicable fees and charges directly from your Account balance as accrued. Furthermore, you acknowledge and agree to pay reasonable charges for additional services you request that are not covered by this Agreement. In the event the Account is a multiple Party Account, each of you acknowledges and agrees to be jointly and severally liable for any Account shortage whether caused by you or another with access to the Account.

Without limiting the foregoing, if the Account is for business purposes and you fail to execute the signature card in a representative capacity, you expressly acknowledge and agree to be individually liable for any debts or obligations incurred on the Account. Such liability is due immediately, and can be deducted directly from your Account balance whenever sufficient funds are available. You have no right to defer payment of such liability, and you are liable regardless of whether you signed the Negotiable Instrument, or benefited from the payment or overdraft, causing the shortage. You will also be liable for our costs to collect the deficit as well as for our reasonable attorneys’ fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your account including, but not limited to, disputes between you and another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your account.

### Affirming Our Right to Close Your Account

We reserve the right to close your Account at any time. Notice from us to any person signing the signature card, or any person as otherwise authorized, is considered notice to each of you. Notwithstanding, if we close your Account, we may, but are not required to, provide advance notice in writing of our intention to close your Account. In the event we close your Account, we will tender the Account balance, if any, to you by mail or in person.

### Affirming Our Right to Amend Agreement

This Agreement or any section within this Agreement may be changed or deleted without notice to you to the extent necessary to comply with any law of the State of Texas or any rule or regulation of the Federal Government. Notwithstanding, we reserve the right to add new Terms and Conditions and to modify, delete or amend existing Terms and Conditions. Under such circumstances, we will provide you reasonable notice of such addition, modification, deletion, or amendment to this Agreement in writing or by any other method permitted by law. Such notice shall be mailed to you at the address we have on file for you. Nonetheless, if any change is deemed not adverse to you, we may make the change at any time without advance notice. You and your representative(s) agree to be bound by the Terms and Conditions of this Agreement in the event of subsequent additions, modifications, deletions, and amendments to this Agreement.

### Concerning Fees and Service Charges

You acknowledge and agree to pay the monthly service fee, transaction fees, fees or interest for Insufficient Funds, Uncollected Funds and stop payment requests, and all other fees and service charges as applicable to your Account or as otherwise agreed upon by you and us. You have no right to defer payment of applicable fees and service charges and authorize us to debit your Account at any time whether or not such fees or service charges will result in an overdraft of your Account. In the event that your Account does not have sufficient funds to cover applicable fees or service charges, you acknowledge and agree that we may bill you separately. Such obligation extends to each and every one of you whether or not you caused or benefited from the overdraft. Notwithstanding, additional liability by you includes, but is not limited to, costs we incur to collect the deficit, including, to the extent permitted by law, our reasonable attorneys’ fees.

### Concerning Grandfathered Accounts

From time to time, we may elect to discontinue offering a product or service to new customers. Under such circumstances, you acknowledge and agree that we may continue to offer such product or service to our current customer base, at our discretion. Furthermore, you acknowledge and agree that we reserve the right to modify the features of any grandfathered product or service, including, but not limited to, applicable service charges and fees.

## Selecting Account and Ownership

You may select from one of several types of ownership when you open an Account with us. We make no representations as to the appropriateness or effectiveness of the ownership and beneficiary designations, except as to determine to whom we pay the Account funds upon your death. If you have questions about the type of ownership your Account should have, please consult with your accountant or attorney. The type of Account selected by you and designated on your signature card establishes the type of ownership of the respective Account in accordance with the Texas Probate Code. The Account types that follow are available for your selection.

Single-Party without Payable on Death: The Party to the Account owns the Account. Upon the death of the Party, ownership of the Account passes as part of the Party's estate under the Party's will or by intestacy.

Single-Party with Payable on Death: The Party to the Account owns the Account. Upon the death of the Party, ownership of the Account passes to the payable on death beneficiaries of the Account. The Account is not part of the Party's estate.

Multiple-Party without Right of Survivorship: The Parties to the Account own the Account in proportion to the Parties' net contributions to the Account. The financial institution may pay any sum in the Account to a Party at any time. Upon the death of a Party, the Party's ownership of the Account passes as part of the Party's estate under the Party's will or by intestacy.

Multiple-Party with Right of Survivorship: The Parties to the Account own the Account in proportion to the Parties' net contributions to the Account. The financial institution may pay any sum in the Account to a Party at any time. Upon the death of a Party, the Party's ownership of the Account passes to the surviving Parties.

Multiple-Party with Right of Survivorship and Payable on Death: The Parties to the Account own the Account in proportion to the Parties' net contributions to the Account. The financial institution may pay any sum in the Account to a Party at any time. Upon the death of the last surviving Party, the ownership of the Account passes to the payable on death beneficiaries.

Convenience Account: The Parties to the Account own the Account. One or more convenience signers to the Account may make Account transactions for a Party. A convenience signer does not own (and has no beneficial interest in) the Account. Upon the death of the last surviving Party, ownership of the Account passes as part of the last surviving Party's estate under the last surviving Party's will or by intestacy. The financial institution may pay funds in the Account to a convenience signer before the financial institution receives notice of the death of the last surviving Party. The payment to a convenience signer does not affect the Parties' ownership of the Account.

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

## Provisioning for Commercial and Non-Consumer Accounts

When the legal entity opening an Account is a corporation, unincorporated association, trust, partnership or sole proprietorship, each person signing the signature card or other Account documents represents, warrants and agrees that (1) such person is fully authorized to execute the signature card and all other Account documents in the capacity stated therein; (2) such person has furnished all documents necessary to evidence such authority; and (3) the governing body of the legal entity will furnish any other documents in such a form as we may request from time to time. We will honor such authorization until we actually receive written notice of a change from the governing body of the legal entity. Earnings in the form of interest, dividends, or credits will be paid only on collected funds, unless otherwise required by law or our written agreement with you.

We are not required to recognize any resolution that is not provided on our forms or forms acceptable to us. When the legal entity is a corporation, partnership or trust, we may rely on and act upon such resolutions, partnership agreement, trust agreement, trust instruments or other documents we receive and recognize which evidence the authority granted by the governing body of the legal entity. The governing body of the legal entity agrees to promptly notify us in writing of any change in authority granted by such documents and the written notice shall become effective upon actual receipt by us.

Without limiting the foregoing, in accordance with Chapter 277 of the Texas Finance Code, if the legal entity is a corporation, unincorporated association, trust, partnership or sole proprietorship, the governing body of the legal entity agrees to notify us at least annually of changes involving the corporation, unincorporated association, trust, partnership or sole proprietorship including, but not limited to, business name, physical address of business, changes in ownership or control and modification of information filed with the county clerk or the Secretary of State.

### **Provisioning for Related Entities**

When the legal entity is a corporation, unincorporated association, trust, partnership, sole proprietorship or any other entity, the governing body of the legal entity acknowledges and agrees that it is responsible for, and will pay for, any of these fees or charges, where applicable:

- Fees or charges agreed upon in any Account Agreement
- Charges by us in accordance with our standard practices and procedures
- Charges which result from any services requested by the governing body of the legal entity
- Charges which result from any Account deficit, such as overdrafts or Account activity

The foregoing is referred to herein as the “Obligations”. The governing body of the legal entity acknowledges and agrees that it is liable for the Obligations with respect to any Account with us opened by the governing body of the legal entity or by any affiliated person or entity controlling, controlled by or under common control of the governing body of the legal entity, including, but not limited to, these entities: Parents, Subsidiaries, Partnerships, Joint Ventures, Brothers/Sisters, Shareholders, Partners, Venturers, Officers, Directors, Agents and Authorized Representatives.

Furthermore, and without limitation, such liability specifically includes management and fiduciary Accounts established by the governing body of the legal entity or any affiliated person or entity with funds held for or beneficially owned by a Third Party. The governing body of the legal entity acknowledges and agrees that the Obligations may be deducted by us from any Account of the legal entity or an affiliated entity as defined herein, at our discretion.

### **Concerning Taxpayer Identification Numbers**

As a provision of opening any Account with us, we require you to provide us with your Taxpayer Identification Number (Social Security Number or Employer Identification Number). Furthermore, your Taxpayer Identification Number must be certified as required by Federal law and regulation. In the event your Taxpayer Identification Number is not certified, but you certify to us that you are applying to the Social Security Administration (for a Social Security Number) or to the Internal Revenue Service (for an Employer Identification Number), we may, at our discretion, permit the opening of the Account if you provide us with proper documentation of such application.

In the event we do not receive your Social Security Number or Employer Identification Number, we will begin withholding funds from your interest payments to satisfy your tax liability as required by Federal law and regulation. Alternatively, at our discretion, we may elect to close your Account if the appropriate Taxpayer Identification Number has not been received by and certified to us within 30 calendar days from the date your Account is opened. The provisions of this paragraph shall not be applicable to certain foreign persons who certify their foreign status and provide satisfactory documentation to us as required by Federal law and regulation.

### **Understanding the Role of Sub-Accounts**

For regulatory accounting purposes, all checking Accounts consist of two sub-accounts: a transaction sub-account to which all financial transactions are posted and a holding sub-account to which available balances above a preset level are transferred daily. If your Account is an interest-bearing checking Account, it will consist of a transaction sub-account and a savings sub-account. If your Account is a non interest-bearing Account, it will consist of a transaction sub-account and a holding sub-account.

From time to time, we will review the activity in your checking Account to determine the amount generally needed to pay Checks, Items or other debits payable from your Account. This amount is referred to as the “threshold balance.” We will credit funds in your Account up to the threshold balance to the transaction sub-account and will periodically transfer funds in excess of the threshold balance to the savings sub-account or holding sub-account, as applicable. All debit Items are paid from the transaction sub-account. All credit Items are credited to the savings sub-account or holding sub-account, as applicable, depending on the threshold balance in the transaction sub-account.

From time to time, we will transfer the balances between the two sub-accounts to make the funds in your Account available in the checking sub-account to pay Checks, Items or other debits payable from your Account. Because the savings or holding sub-account is used for internal purposes only, you do not have access to the respective sub-account. Notwithstanding, the signature card you signed at the opening of the checking Account extends to the applicable sub-account. No more than six (6) transfers between sub-accounts will be made within the same month. In the event a sixth transfer is made, all funds in the savings sub-account or holding sub-account, as applicable, will be transferred to the transaction sub-account for the remainder of the month.

The interest rate and the Annual Percentage Yield (APY) on an interest-bearing checking Account apply to the combined balance of both sub-accounts, and a single interest rate and APY will appear on your periodic statement. Furthermore, both sub-accounts (transaction and savings) earn interest at the same interest rate and APY. Neither sub-accounts (transaction and holding) for a non interest-bearing checking Account earn interest or APY. Instead, the balances of both sub-accounts are combined to determine

whether a monthly maintenance fee or transaction fees apply. Please refer to the Truth in Savings Disclosure to review information about the interest rate and APY. The Truth in Savings Disclosure is provided to you under separate cover.

### **Protecting Your Account**

Your role is extremely important in the prevention of unauthorized activity on your Account. In the event you discover that your Account records disagree with ours, please contact us AT ONCE at 877.839.2265 (Client Support). In the event you fail to notify us in a timely and expeditious manner, you acknowledge and agree that your rights may be limited.

Notwithstanding the foregoing, you acknowledge that the risk of fraudulent Check transactions is significant. We offer various products and services designed to minimize this risk. To learn more about these products and services, you may contact your Texas Capital Bank representative for details, including qualification requirements.

We strongly recommend that you do not conduct transactions with us while using your mobile (cellular) or cordless phone. In doing so, confidential information can be intercepted by fraudsters over the airwaves without your authorization or knowledge. Notwithstanding, we strongly recommend that you pay careful attention to the individual/entity to whom/which you provide your Account information in an effort to help minimize fraudulent activity on your Account.

### **Transferring Your Account**

You acknowledge and agree that your Account may not be transferred or assigned without our prior written consent. Furthermore, you acknowledge and agree that you may not pledge your Account as collateral to secure any indebtedness without our prior written consent.

### **Protecting Yourself against Identity Theft**

We are committed to protecting your confidential information, but you can help by proactively protecting yourself against identity theft. Identity theft and account fraud are crimes committed when someone steals your personal information and uses that information to take funds from your Account or to accrue debt in your name. Please go to [www.texascapitalbank.com](http://www.texascapitalbank.com) for more information on how to better protect yourself against identity theft.

### **Notifying Us of Death or Incompetence**

You acknowledge and agree to notify us promptly if any person signing the signature card, or any other documents that we provide to you or your representative(s), passes away or is declared incompetent by a court. We may place a hold on your Account and refuse to accept deposits or permit withdrawals under such circumstances. Furthermore, we may hold any funds in your Account until we verify the identity of the successor. To notify us of a death or incompetence, please see the "Contacting Texas Capital Bank" section of this Agreement.