



Personal and Business Banking Terms and Conditions

Notice of settlement conference, mediation, arbitration, waiver of jury trial, and waiver of class action:
This agreement contains provisions for settlement conference, mediation, arbitration, waiver of jury trial, and waiver of class action (see Section 2 below). By opening your account or otherwise continuing to use your account following receipt of these terms and conditions, you agree to such terms. For claims subject to binding arbitration, neither you nor we will have the right to pursue such claims in court or have a jury decide such claims. Additionally, you will not have the right to bring or otherwise participate in any class action or similar proceeding either in court or in arbitration.

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WELCOME TO SUSSER BANK

Susser Bank greatly appreciates your business. We look forward to doing business with you whether it is your first Account (defined below) with us or if you already have Accounts, loans, certificates of deposit, insurance, a mortgage, or other financial products with us. This document is our contract for your Account and it states the terms and conditions that will govern our dealings pertaining to the Account. Please read it carefully and make sure you understand the terms before you use the Account.

Again, thank you for your business and we look forward to taking care of your banking needs.

1. Agreement; General. These terms and conditions of your Account, any Account agreement, signature card, or other acknowledgments or documents you sign, and any disclosure statements we provide you concerning fees related to your Account or related services, and any disclosure statements or other agreements we have concerning services related to your Account constitutes your Account agreement (the Agreement). To the extent any disclosure statements or other agreements we have concerning services related to your Account conflict with these terms and conditions, the provisions in these terms and conditions will control, except that disclosure statements and agreements with specific terms relating to specific products and services will control those specific products and services. Despite the foregoing, the provisions of these terms and conditions regarding alternative dispute resolution, settlement conference, mediation, arbitration, waiver of jury trial, and waiver of class action shall control over any conflicting language in any disclosure statement or other agreement we have concerning your Account or your relationship with the Bank. This Agreement defines your relationship with the Bank and your responsibilities concerning your Account. This Agreement covers any and all deposit Accounts (other than certificates of deposit) you have or ever had with us from time to time and by whatever name or description, including, but not limited to, checking, money market, and savings (each, an Account and collectively, the Accounts). By opening your Account, signing the Account opening documentation, conducting any transactions involving your Account or by maintaining your Account after this Agreement is made available to you, you agree to the terms of this Agreement. This Agreement also includes any new or amended provisions and disclosures we may provide concerning your Account.

Read this Agreement and all other applicable documents governing your Account and save them for future reference. You can also obtain additional copies of this Agreement or any subsequent version at any branch location, at the Bank's website at www.susserbank.com or by calling 817-987-2400. A list of the Bank's locations can be found on the Bank's website.

As new types of Accounts are created or as rules or laws change or for various other reasons, this Agreement may be changed from time to time in the future. Certain provisions may be added to or amended or certain provisions in the Agreement may be deleted. We generally try to send you any notice of changes as required under applicable law. The most current version of the Agreement will supersede all prior versions, and you will have been deemed to have accepted and agreed to

all of the terms in the new Agreement if you continue to use your Account or keep it open after the effective date of such new version of the Agreement. You agree we can provide subsequent versions of these terms and conditions and other disclosures to you by placing same on our website or by making copies available in our branch lobbies, and you agree that you will be bound by such subsequent versions. It is your duty to review such periodic subsequent versions. This Agreement cannot be changed or modified orally. This Agreement may contain provisions on specific products that may not currently offer but **Susser Bank** may offer in the future.

Our relationship will be defined by this Agreement, unless otherwise expressly agreed in writing, and the relationship with you will be that of debtor and creditor. No fiduciary, quasi-fiduciary or any other special relationship exists between you and us. Any internal policies or procedures, if any, that we may maintain in excess of reasonable commercial standards and general banking usage are solely for our own benefit and shall not impose a higher standard of care than otherwise would apply in their absence. There are no third-party beneficiaries to this agreement. Except where prohibited by law, the Bank reserves the right to refuse to open (or to close) an Account for any reason. The Bank also reserves the right to close an Account for any reason at any time except as prohibited by law.

The words "**Susser Bank**" "Bank," "we," "our," "us" or "Company," mean Susser Bank and its subsidiaries and their affiliates together with any bank or other financial services entity that is acquired (in whole or in part) by merger or other acquisition which operates under an existing name until integrated into **Susser Bank**. The words "'you" or "your" mean the Account holder(s), the Account holder's authorized representatives, and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the Account. If this Account is owned by a corporation, partnership or other organization, individual liability is determined by the laws generally applicable to that type of organization. The headings in this document are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular.

2. Alternative Dispute Resolution (ADR) Provisions, Settlement Conference. While the Bank would prefer to resolve all possible disputes between us through its regular customer service channels, there may come a time where you have a dispute with the Bank. You agree to try to resolve any possible dispute you have with the Bank in Tarrant County prior to initiating arbitration or prior to filing any litigation by agreeing to attend an in-person settlement conference, and if that does not resolve the dispute, to non-binding mediation. Such a settlement conference generally contemplates an in-person meeting where both sides try to meet to resolve the applicable issues and exchange documents and information in an effort to try to resolve the dispute. The Bank wants to learn the reasons and underlying facts regarding the dispute prior to incurring fees and costs in an arbitration or litigation proceeding. If you

do not go to an in-person meeting, you agree you will not seek to recover future attorneys' fees and costs from the Bank. Such a meeting contemplates that both parties will act in good faith and negotiations shall remain confidential and all costs and expenses associated with the settlement conference shall be paid by the party incurring such costs or expense.

Mediation. If the parties are unable to reach a resolution at a settlement conference, before you file a claim in an arbitration process or before you file a lawsuit, you also agree to make a second effort to try to resolve the dispute by attending a non-binding mediation in Tarrant County. Either you or the Bank may request a mediation upon written notice to the other party, and the parties agree to work together to schedule a mediation with a neutral mediator within forty-five (45) days of such a request being given. The Bank hereby generally agrees that you may select a mediator of your choice, but the mediator must be qualified to serve as a mediator and not be biased. The mediation shall occur in the federal judicial district where we maintain your Account. Both sides will each equally pay one-half (1/2) of the mediation costs to the mediator. Each side will pay for their own attorney's fees, costs, and expenses. If you do not attend this mediation, you agree you will have waived any claim to seek recovery of attorneys' fees and costs from the Bank.

Binding Arbitration. If a settlement conference or mediation is unsuccessful, you agree that any dispute, claim, or controversy of any kind between you and the Bank (whether it arises out of or relates to this Agreement, or to your Account, or any transactions involving your Account, or any service or product related to your Account or the business dealings between us and you) either you or the Bank can choose to have that dispute resolved by binding arbitration in Tarrant County. If not in Tarrant County, it will occur in Tarrant County. This arbitration provision limits your ability to litigate claims in court and waives your right to a jury trial. You should review this section carefully. You will not have the right to participate in a class action lawsuit, either as a class representative or member of any class of claimants for any claim you may believe you have against the Bank. Arbitration is a proceeding in which disputes are decided by one or more neutral arbitrators who issue a binding ruling in the form of an award. That award can then become a judgment entered by a court of competent jurisdiction. You and we understand that discovery and other procedures in arbitration may be more limited than discovery in court proceedings and that the ability to modify, vacate, or appeal an award by an arbitrator(s) is strictly limited.

You and we agree, upon written demand made by you or us, to submit to binding arbitration all disputes, controversies, and claims, whether based on contract, fraud, tort, intentional tort, statute, regulation, constitution, common law, equity, or any other legal basis or theory, and whether pre-existing, present, or future, that arise out of or relate to: (a) this Agreement, your Account, any transaction involving your Account, any service or product related to your Account, or any advertisements, promotions, representations or oral or written statements related to this Agreement or your Account; (b) the relationships that result from this Agreement

(including, to the fullest extent permitted by applicable law, relationships with third parties who are not parties to this Agreement or this arbitration provision); (c) your relationship with us that relates to this Agreement or any other agreement or relationship or dealings that you have with us that is not also subject to a different agreement to arbitrate; (d) the dealings between the parties; or (e) the validity, interpretation, scope or enforceability of this Agreement or the interpretation or scope of the Arbitration Clause (collectively, a "Claim"). All parties retain the right to seek relief in a small claims court for disputes or claims within the jurisdictional limits of the small claims court. At the option of the first to commence arbitration, you or we may choose to have the arbitration conducted by JAMS ADR (JAMS) or the American Arbitration Association (AAA), or you and we may agree upon a different arbitrator. In any event any arbitration under this Agreement shall be conducted in writing in accordance with the AAA Rules (Rules). You agree that this arbitration provision is made pursuant to a transaction involving interstate commerce, and the Federal Arbitration Act (the FAA) shall apply to the construction, interpretation, and enforceability of this Agreement notwithstanding any other choice of law provision contained in this Agreement.

Either you or we may initiate arbitration by giving written notice of the intention to arbitrate to the other party and by filing notice with JAMS or the AAA in accordance with the Rules in effect at the time the notice is filed. The notice shall set forth the subject of the dispute and the relief requested at a minimum. The demand for arbitration may be made before or after commencement of any litigation. You should contact the AAA at 800-778-7879 or www.adr.org or JAMS at 800-352-5267 or www.jamsadr.com for more information about arbitration. If for any reason the AAA or JAMS is unable or unwilling to serve as arbitration administrator, or you and we are unable to agree on another arbitrator, we will substitute another national or regional arbitration organization. Demand for arbitration under this Agreement must be made before the date when any judicial action upon the same Claim would be barred under any applicable statute of limitations; otherwise, the Claim also is barred in arbitration. Any dispute as to whether any statute of limitations, estoppel, waiver, laches, or similar other doctrine bars the arbitration of any Claim shall be decided by arbitration in accordance with the provisions of this Agreement.

You cannot join together in a dispute with anyone other than persons who use your Account, although this limitation does not affect the ability of a purely governmental entity to institute any enforcement action. Even if other people have disputes similar to a dispute that you and we have, those people and their disputes cannot be part of any arbitration between you and us. A Claim by, or on behalf of, other persons will not be considered in, joined with, or consolidated with, the arbitration proceedings between you and us, and a Claim may not be arbitrated on a class action, private attorney general, shareholder derivative suit, or other representative basis. Notwithstanding anything to the contrary in this Agreement, any dispute regarding the prohibitions in this paragraph or about the enforceability of the arbitration clause shall be resolved by a court and not by the arbitrator(s). Where the aggregate of all

Claims by both you and us does not exceed \$250,000, any expedited procedures provided in the Rules ("Expedited Procedures") shall apply and a single arbitrator shall decide the Claims. Where the aggregate of all Claims by both you and us exceeds \$250,000, a panel of three (3) arbitrators shall decide all Claims. Each arbitrator, whether or not acting under Expedited Procedures, shall be an active member in good standing of the bar for any state in the continental United States and shall be either: (a) actively engaged in the practice of law for at least 5 years; or (b) a retired judge. You and we agree that the arbitrator(s): (a) shall limit discovery to non-privileged matters directly relevant to the arbitrated Claim; (b) shall grant only relief that is based upon and consistent with substantial evidence and applicable substantive law; (c) shall have authority to grant relief only with respect to Claims asserted by or against you individually; and (d) shall provide a brief written explanation of the basis for the award upon the request of either party, and shall make specific findings of fact and conclusions of law to support any arbitration award that exceeds \$25,000.

Upon written request by you, for claims up to \$50,000, we will pay to the AAA or JAMS the portion of the arbitration filing fee that exceeds the cost of filing a lawsuit in the federal court where you live. Upon written request by you, we may elect, at our sole discretion, to pay or advance some or all of any remaining arbitration fees and other costs. The arbitrator will decide whether we or you ultimately will be responsible for paying any filing, administrative or other fees in connection with the arbitration. If you are the prevailing party in the arbitration, the arbitrator(s) may order us to pay your reasonable and necessary attorney, expert, or witness fees (provided you did not waive this right and provided you attended the initial settlement conference and mediation). Any arbitration proceedings shall be conducted in the federal judicial district where we maintain your Account. If the Bank prevails, the arbitrator will order you to pay the Bank's reasonable and necessary attorney, expert, or witness fees. Judgment upon any award rendered in arbitration may be entered in any court having jurisdiction.

Waiver of Jury Trial; Venue. THIS PROVISION LIMITS YOUR RIGHTS TO A JURY TRIAL. YOU SHOULD REVIEW THIS SECTION CAREFULLY. IF: (A) NEITHER YOU NOR WE SEEK TO COMPEL ARBITRATION OF ANY DISPUTE WE HAVE RELATED THIS AGREEMENT, YOUR ACCOUNT, OR ANY TRANSACTIONS INVOLVING YOUR ACCOUNT; OR (B) SOME OR ALL OR THE ARBITRATION CLAUSE IS UNENFORCEABLE AND WE ARE IN A DISPUTE IN A COURT OF LAW, THEN EACH OF US AGREES TO WAIVE ANY RIGHT WE MAY HAVE TO A JURY TRIAL TO THE EXTENT ALLOWABLE UNDER THE LAWS OF THE STATE THAT GOVERN THIS AGREEMENT. IN OTHER WORDS, YOU HEREBY AGREE NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVE ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS ACCOUNT OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY YOU, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE. THE BANK

IS HEREBY AUTHORIZED TO FILE A COPY OF THIS PARAGRAPH IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER BY YOU. IF LITIGATION COMMENCES, YOU MUST FILE A LAWSUIT IN TARRANT COUNTY, TEXAS.

Class Action Waiver. TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU HEREBY AGREE THAT ANY CLAIM, LITIGATION OR ARBITRATION ARISING OUT OF ISSUES RELATING TO YOUR ACCOUNT OR ANY OTHER DISPUTE OR CONTROVERSY BETWEEN YOU AND US REGARDING YOUR ACCOUNT WILL NOT PROCEED AS PART OF A CLASS ACTION AND YOU AND THE BANK HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVE ANY RIGHT TO PROCEED IN ANY CLASS ACTION OR SERVE AS A CLASS REPRESENTATIVE.

Attorneys' Fees and Other Legal Fees. In any action between you and us regardless of whether it is proceeding in court or in arbitration, the prevailing party shall recover their attorneys' fees, costs, and expenses (provided you did not waive this right and provided you attended the initial settlement conference and mediation).

Agreed Statute of Limitation. Except as otherwise prohibited under applicable law, you agree to bring a Claim against the Bank regarding your Account within the lesser of two (2) years of when a potential cause of action accrues or the minimal amount as allowed in your state if your state limits shortening a statute of limitations in a contract. This provision is intended to contractually limit a possible longer statute of limitation that may apply on a claim you may have against the Bank.

Amendments and Termination. We may change any term of this Agreement. Rules governing changes in interest rates are provided in a separate disclosure. For other changes, we agree to provide you notice of any amendment (except an amendment benefitting you) at least thirty (30) days, or a longer period if required by law, before that amendment becomes effective by mailing you notice of the amendment to the last address shown on our records, by delivering the notice electronically, including via email, by making the notice available with the periodic statement of your Account (as applicable), by posting notice of the amendment in a branch or other offices, or by posting notice of the amendment on www.susserbank.com. (or any subsequent official Bank website) or on the Bank's mobile banking platform (if applicable). You agree that it is your responsibility to review the Website periodically for any amendments or a subsequent version. We may but are not required to give you notice if the amendment will be to your benefit. If there is more than one Account owner, we may send the notice of amendment to only one of you. By continuing to maintain your Account, conducting a transaction, or obtaining services or products relating to this Agreement or your Account after the amendment becomes effective, you agree to the amendment or subsequent version of this Agreement. No amendment of this Agreement is enforceable against us unless it is signed by the Bank's general counsel. No practice or course of dealing in connection with the Account which is at variance with this Agreement shall constitute a waiver, modification, or amendment of this Agreement.

We may also close this Account at any time for any reason. We do not have to give you any notice before we close your Account. Items presented for payment after the Account is closed may be dishonored. When you close your Account, you are responsible for leaving enough money in the Account to cover any outstanding items to be paid from the Account. Reasonable notice depends on the circumstances. In some cases, such as when we cannot verify your identity, we suspect fraud, we receive conflicting instructions from persons authorized to transact on the Account, or when we are otherwise compelled by law it might be reasonable for us to give you notice after your Account is closed or otherwise frozen. Termination of the Account, whether by us or by you, does not relieve you of any obligation you may then owe us. We may accept deposits to the Account after it has been closed in order to collect any deficit balance, and such acceptance will not constitute reinstatement of the Account.

We may (but do not have to) mail you a check for the available balance in your Account or send you the funds via a wire transfer or other method, or you may pick up a check for the available balance at our office. Written notice that the Account has been closed and a check, if any, may be sent to any address shown on our records for you, or if the Account is a joint Account, to any Account owner to whom we elect to send it. Once we have closed your Account, you agree that we can:

- refuse to honor any checks you have written or any other items which are presented to us for payment after we have closed your Account;
- refuse to act as your agent to try to collect any check you have deposited in your Account or otherwise, honor or pay any check you have deposited to your closed Account, or to accept any automated deposit to your Account; or
- assess any service charge otherwise applicable against any remaining balance in your Account.

We are not responsible to you for any damages you may suffer as a result of your Account being closed. If you attempt to make a deposit to an account we closed due to non-payment of an overdraft or otherwise, we may collect the deposit and setoff your indebtedness to us and collect a service charge from the amount you deposited. Any funds in excess of \$1.00 will be returned to you.

We reserve the right to refuse your request to close your Account, for various reasons, including, for example, if your Account is not in good standing. If you intend to close your Account, you should notify us. Simply reducing your Account balance to \$0.00 is insufficient notice and may result in additional fees charged to your Account. If you close your Account, you are responsible for transactions you initiated or authorized, including those that we receive after the Account is closed.

3. Customer Identification; Beneficial Ownership. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an Account. What this means for you: When you open an Account, we will ask for your name, address, date of birth (for

individuals), and other information that will allow us to identify you. We will also ask to see your government-issued photo identification (for individuals) or other identifying documents. To help the government fight financial crime, federal regulation requires certain financial institutions to obtain, verify, and record information about the beneficial owners of legal entity customers. If you are a legal entity customer or if you are a representative of a legal entity customer, you will immediately provide us with information and documentation that we request about both your beneficial owners and any other person or entity having any direct or indirect equity interest in you. You agree that you will notify us immediately upon any changes to your beneficial owners or any other person or entity having any direct or indirect equity interest in you. You also agree to update such information upon request or otherwise confirm the accuracy of information previously provided to us. Until such updates are provided, the beneficial owner and other ownership information previously provided shall be deemed complete, accurate and current. As used in this section, the terms "beneficial owner" and "legal entity customer" have the meanings given to them in 31 C.F.R. § 1010.230(d) and (e), respectively, as the same may be amended from time.

Owners. You appoint all other Account owners and authorized signers as your authorized agents for all purposes relating to your Account including, but not limited to, indorsing checks, stopping payments, making deposits, making withdrawals, obtaining Account information, making transfers from the Account, closing the Account, or pledging or assigning the Account. A withdrawal from your Account by any Account owner or authorized signer will discharge our obligation to you with respect to the amount withdrawn, regardless of the source or ownership of the funds in the Account. Any Account owner of a multiple party Account may add a new owner or authorized signer to the Account. We may require that you execute new Account documentation before any change in ownership or authorized signers becomes effective. We may, but are not required to, honor a request by you to prevent a withdrawal or transfer by any other Account owner or authorized signer or to remove another Account owner or authorized signer from the Account. A service charge may apply if we honor the request, and you agree to indemnify us and hold us harmless from any loss or damage to you or anyone else that results from our honoring the request. You may be asked to sign additional documents or agreements in connection with the request. Owners of the Account may have people assisting them regarding the Account. To the extent that you share your information with non-owners or allow your Account information to be compromised and obtained by other non-owners, you agree that you will not be able to later claim that an alleged unauthorized person improperly did withdrawals, disbursements or other transactions with regard to your Account. Preventing fraud starts with you as the customer.

4. Liability; Conflicting Demands and Suspicious Transactions. You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this Agreement. You authorize us to deduct applicable Account charges as described in this Agreement or in any applicable fee schedules or similar document, without notice to you, directly from the Account balance as accrued. You agree to pay any additional charges for services you request which are not covered by this Agreement.

If you have an Account with more than one owner or signer, each owner or signer is jointly and severally liable for all charges and transactions on the Account and any Account shortage resulting from charges or overdrafts, whether caused by you or another with access to this Account. This liability is due immediately, and can be deducted or offset directly from the Account or from Accounts owned or controlled by any common or joint owner. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft. You will be liable for our costs as well as for our reasonable attorneys' fees and costs, to the extent permitted by law.

If we are ever uncertain when faced with a possible claim or demand for funds in your Account, or if there is any controversy, dispute or uncertainty regarding the ownership of an Account or its funds, or if there are conflicting demands over its ownership or control, or if there are any conflicting instructions or demands received from those authorized to transact on the Account or who otherwise claim an interest in funds in the Account, or if we are unable to determine any person's authority to give us instructions, or if a third party questions your authority to receive funds you have deposited, or we believe a transaction may be fraudulent or may violate any law, or if we face any other possible controversy, disputes or uncertainty regarding a possible claim to funds in an Account, we may refuse to pay any funds to anyone until we are satisfied that the controversy, dispute or uncertainty is resolved, or we may continue to honor the authority of Account owners and authorized signers as reflected on our records. Under such circumstances, the Bank may decide not to allow any further transactions to be made with regard to an Account to allow it time to try to determine who has rights with regard to the Account and or funds in the Account. If all parties do not agree to a certain course of conduct or resolution or if the Bank believes that the Account may be subject to irregular, unauthorized, fraudulent, or illegal activity, the Bank may undertake various possible actions. Specifically, we may, in our sole discretion: (1) freeze the Account and refuse transactions until we receive written proof (in form and substance satisfactory to us) of each person's right and authority over the Account and its funds and or confirmation that no one else is claiming the funds; (2) freeze some or all of the funds in the Account and in other accounts you maintain with us, and/or delay transactions, until such time as we are able to complete our investigation of the suspected fraudulent, unauthorized, or illegal transactions (3) refuse transactions or return items or funds to the originating source; (4) require the signatures of all Account owners or authorized signers for the withdrawal of funds, the closing of an Account, or any change in the Account regardless of the number of authorized signers on the Account; (5) interplead or pay or offer to pay the Account balance to a court of appropriate jurisdiction, naming all of the claimants to the Account as defendants in an interpleader action (you agree to reimburse us for all expenses we incur in an interpleader action, including attorney's fees and costs, and we may obtain reimbursement of those expenses from any Account you have with us without notice to you); or (6) continue to honor items and other instructions given to us by persons who appear as owners or authorized signers according to our records. If we do freeze or otherwise place a hold to your Account funds or delay transactions, we will provide notice to you as soon as reasonably possible. Notice may be made by mail, verbally, electronically or be provided by other means such

as via online banking or text alerts as permitted by law or by updated balance information. We may not provide this notice to you prior to freezing the account or delaying transactions if we believe that such notice could result in a security risk to us or to the owner of the funds in the Account. The existence of the rights set forth above shall not impose an obligation on us to assert such rights or to deny a transaction. We will not be responsible for any damages you may suffer as a result of our freezing the Account or our refusal to allow you or anyone else to use or withdraw funds due to the controversy, dispute or uncertainty or our allowing any existing owner or authorized signer to continue to conduct transactions on the Account during the controversy, dispute or uncertainty. You also hereby agree to indemnify the Bank and pay all of Bank's attorneys' fees, costs, and expenses it incurs as a result of such a demand or dispute, including attorneys' fees and costs in responding to a subpoena similar request. You agree to cooperate in identifying potential claimants in a dispute. You agree to cooperate in an interpleader proceeding, if necessary. You agree to try to work out possible disputes with other possible claimants. If we are uncertain what to do, we may freeze an Account until we are satisfied that there are no possible future issues and or claims that could arise.

If you ask us to follow instructions that we believe might expose us to any claim, liability, or damages, we may refuse to follow your instructions or may require a bond or other protection, including your agreement to indemnify us. In addition, if we are presented with or have reasonable grounds to anticipate conflicting instructions regarding your Account, or if we have any reason to believe there is a dispute regarding your Account, such as conflicting instructions concerning funds in your Account or signatory authority to the Account, we may take any action described above or we may, unilaterally and in our sole judgment, place funds in a court (an "interpleader action") for resolution. If any person notifies us of a dispute, we do not have to decide if the dispute has merit before we take further action. You agree to be liable to us for any loss, costs, or expenses, including, without limitation, reasonable attorneys' fees, that we may incur as a result of any conflicting instructions, dispute or legal proceeding involving your Account. You authorize us to deduct any such loss, costs, or expenses from your Account without prior notice to you or to bill you separately, in our sole discretion. This obligation includes disputes between you and us involving your Account and situations where we become involved in disputes between you and an authorized signer, a joint owner, or a third party claiming an interest in your Account. It also includes situations where any action taken on your Account by you, an authorized signer, a joint owner, or a third party causes us to seek the advice of an attorney, whether or not we actually become involved in a dispute. Any action by us for reimbursement from you for any costs or expenses may also be made against your estate, heirs, and legal representatives, who shall be liable for any claims made against and expenses incurred by us.

5. Deposits. For each amount you are depositing into your Account, you represent to the Bank that you are the proper person to make the deposit and that you have a right to the funds. If your deposit is other than cash or currency, we may, without prior notice to you (except for prior notices required by law), place a hold on the Account for the amount of deposit of items for a certain

period of time to allow us to try to verify that the items will be paid. Even after such a hold may be removed, please be aware that the funds being deposited may subsequently be challenged or claimed by a third party. Under the Uniform Commercial Code (UCC), certain deposits can be challenged or returned up to three (3) years later, and you may be responsible for those amounts. Be wary of bank fraud and only deposit checks or cash from people you know.

We may charge for deposits and we may also refuse to accept certain deposits or accept all or part of any deposit for collection or limit the amount of the deposit. We may accept an item for deposit to your Account from anyone without questioning or verifying the authority of the person making the deposit. Items accepted for deposit and drawn on a non-U.S. institution may be subject to a service charge or a longer hold. Any item that we cash or accept for deposit may be subject to later verification and final payment. Even if we obtain a purported final payment under Regulation CC, you could still be compelled to return the funds deposited into your Account under the UCC for up to three (3) years, even if you have already spent or otherwise transferred some or all of the funds. If an item is lost, stolen or destroyed in the collection process, if it is returned to us unpaid, if it is improperly paid, or if it is later challenged, we may deduct from your Account, setoff from another Account, or otherwise collect from you funds previously credited to your Account, even if you have already used the funds. We may give cash back to any authorized signer or agent in connection with items issued by an owner or payable to any owner, whether or not the items have been indorsed by the owner or payee.

Cutoff Time. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next business day that we are open.

Provisional Credit of Deposits. Credit for any item we accept for deposit to your Account, including funds that are deposited by electronic transfer, is provisional and may be revoked if the item is not finally paid, for any reason, in cash or its equivalent or if questioned or challenged in the future. If you deposit an item that is subsequently determined to be altered, counterfeit, fraudulent or otherwise questioned, the Bank is allowed to deduct such amount out of your Account in the future even if it was originally paid under Regulation CC. If you deposit a check that is later subsequently dishonored for any reason or questioned for any reason (such as a forgery, forged indorsement, alteration, etc.), the Bank may deduct the amount of the original credit for the deposit out of your Account in the future, without notice to you (even if the check has already been paid). Once you receive a receipt or other verification from us, you cannot later claim that an additional amount was provided to the Bank. Cash deposits are also subject to later verification. If you make a deposit or payment that is not accompanied by instructions indicating how or where it is to be credited, we may apply it at our discretion to any loan or Account any of you maintains with us. We may indorse or collect items deposited to your Account without your indorsement, and we can supply your indorsement, if needed, but may require your personal indorsement prior to accepting an item for deposit or even after accepting it for deposit or negotiation. If you deposit an item that bears the

indorsements of more than one person or persons who are not known to us, we may refuse the item, require all indorsers to be present, or require that the indorsement be guaranteed by another financial institution acceptable to us before we accept the item.

Other Provisions Pertaining to Deposited Items. Be careful in accepting certain items from unknown persons. If you deposit items that are later returned, you could be responsible for the amounts of the items (even if the funds are purportedly "collected" or "available" and even if you have already spent or transferred the funds). If you get a check or purported cashier's check from an unknown person, be even more cautious if you are agreeing to deposit and then send or transfer funds. All deposits, collections and transactions between you and the Bank will be governed by the applicable provisions of the UCC, except where modified by this Agreement, Federal Reserve Board requirements, the bylaws and rules of any clearinghouse association to which the Bank (or its correspondent bank handling the item) belongs, and the Bank's funds availability policy. When you make a deposit, please check the deposit slip or other documentation to confirm the amount you think is being deposited. For example, do not leave a Bank branch if you think a possible discrepancy exists. Whenever we accept various deposits and even when we issue receipts, sometimes such deposits and receipts may not match the actual amount deposited. All such deposits and receipts are subject to subsequent verification and correction, if necessary. Even if you have a receipt, if a subsequent question arises about a deposit you made, the Bank can refuse to process the deposit until its questions are resolved. If our calculation of the deposit is different from yours, including amounts depositing cash, our figure will be considered to be the correct one. If we decide not to process any deposit, we will return it to you personally or by mail or by other reasonable means.

Collection as Agent. Items delivered to us for deposit or collection are received by us as your agent for collection and at your risk. We may accept an item for collection only and impose a service charge for attempting collection of the item. In situations where we accept an item for collection only, we will not give you cash or an official check for the items until the items have been paid. We are obligated only to exercise ordinary care in handling and collecting items delivered to us for deposit or collection. If any item deposited to your Account is payable by a payor that is not a bank, we may send the item directly to that payor, items payable through another bank may be sent directly to that bank or to collecting agents who likewise shall have the right to send the items directly to the bank on which they are drawn or at which they are payable. Payment of these items may be accepted in cash or drafts and neither we nor any collecting agents shall be liable for failure to collect such drafts. Each collecting agent is deemed to be your agent. No collecting agent shall be liable for loss arising from any act or omission of another agent. Please understand that we cannot control third parties, and even though we may know of general guidelines as to when actions may be taken on certain deposits, we cannot absolutely know for sure what will happen with deposits. Please do not rely on any purported representations by any of our employees or agents as they may know general guidelines (for example, as to how long deposits generally may take before being finally paid), but since we cannot control third parties, there may be exceptions or other circumstances beyond our control. Furthermore, please be aware that even if a deposit is

made and if an employee or agent may represent that funds are “collected,” “available” or that an item is “finally paid,” this still means that a deposit could possibly be questioned for other reasons for up to three (3) years or possibly longer from the time the deposit was made. Please be wary of different fraud and scams trying to induce people to deposit money, and then send or transfer money. If the deposit is subsequently returned or challenged, you could be responsible for the loss. Even “finally paid” items may be subsequently questioned, challenged, or returned. By depositing any funds into your Account, you are representing and warranting that you are the proper person to get the funds. If any deposit is later questioned, challenged, or returned by any third party for any reason, you agree to indemnify the Bank and hold the Bank harmless. If the Bank suffers a loss as a result of any deposit you have made, you will immediately repay same upon a request by the Bank. For example, you agree to repay the Bank promptly for any amount credited to your Account in error, and you authorize the Bank to charge your Account or any other Account that you are an Account owner, to obtain payment of any erroneous payment or credit.

Check Cashing for Others. You should not use your Account to cash checks for others who are not well known to you. Although we may make some or all funds provisionally available to you, you are responsible for any loss that occurs if the check is returned to us for any reason (e.g., because it is fraudulent). Our employees cannot promise that checks drawn on or issued by us or other institutions, including cashier's checks, will be paid. Even if a Bank employee may believe a deposited item has been “collected” or says the “funds are good,” the Bank could still receive a claim in the future and have to debit the amount of the item out of your Account. Thus, even if you ask an employee for an estimated timeline with regard to when funds may be generally available or when an item may be finally paid under the law, please know that such statements are only rough estimates and we cannot know for certain whether or not such events will eventually occur. Plus, please be advised that even if funds are available and even if an item is “finally paid” under the Regulation CC, people can still try to question deposits for up to three (3) years under the UCC. There may be many situations where you are asked to negotiate a check, and please remember that someone could question your authority to deposit and negotiate the check for up to three (3) years and sometimes longer. There may be other ways to try to verify a collection of an item, but there are additional fees and the process takes longer, but, for example, you could request the item be deposited on a “collection basis,” which also means we will not credit funds to your Account until the item is paid.

Joint Deposits. If an Account is a joint Account or a payable-on-death (POD) Account (including a “Totten” trust Account) or similar Account, our rights, and liabilities for payment of any sums on deposit shall be governed by the laws of the state in which we maintain your Account.

Deposits by Minors, Agents or Trustees. A deposit accepted from or on behalf of a minor, at our option, and subject to applicable law may be paid to or for the benefit of the minor, and the payment shall be valid even though it may not be executed by the minor's guardian, or legal representative. Where a deposit is accepted from an agent, trustee, or other representative we do not have to inquire as to the authority of the representative, and the deposit may be paid to

the Account owner or to the representative without inquiring as to the disposition of the deposit.

Uniform Transfer to Minors Act (UTM) Deposits. A gift of money to a minor named as beneficiary of a UTM is irrevocable, will be considered made in accordance with the provisions of applicable state statutes governing uniform transfers to minors, and shall include all interest earned on the Account.

Check Indorsement Standards. If you deposit checks into your Account, you are responsible for the condition of the back of the check when it is deposited. The back of the check is used during the check collection process to record the identification of banks processing the check. Most of the back of the check is reserved for bank use. You agree that the indorsement of the check must be contained in the payee indorsement area, which is limited to 1-1/2 inches from the trailing edge of the check on the back. The trailing edge of the check is defined as the left side of the check looking at it from the front. Any writing, stamp, or marking outside of the payee indorsement area may delay the proper return of any unpaid check you have deposited. You agree to indemnify us from any loss or liability including attorney's fees that may be caused by your failure to adhere to the indorsement standards of the Federal Reserve System.

Indorsement Issues. When you deposit certain checks or items into your Account, you are making certain warranties to the Bank. For example, when you are depositing a check, you are warranting to the Bank that you are not depositing an altered check, that you are the proper person to negotiate the check, all signatures and indorsements are valid and legitimate or that you have the right to obtain the funds represented by the check. We may accept for deposit any item payable to you or your order, even if that item is not indorsed by you. We may give cash back to any one of you. If a check is made payable to two or more people, please be advised that one of those other purported payees may try to later claim that you were not entitled to the funds, and you may need to return the funds to the Bank. You agree to only deposit checks with all indorsements required under the law. You may be asked to list your Account number directly below your indorsement. Again, all checks and items you want to deposit into your Account must be indorsed by all required payees. The Bank may or may not require that any non-customer of the Bank be present in the Bank before accepting such an indorsement, or the Bank may require that any indorsement on the back of the check other than your own be guaranteed by the other indorser's bank. The Bank may take other measures as it deems appropriate under the circumstances. Notwithstanding such issues, anyone can make a deposit to your Account. We understand that you sometimes want other people to deposit amounts into your Account, and we may not question the authority of a person making a deposit to your Account. In certain situations, we may notice that certain deposited checks may not be indorsed by you, and we may decide to accept such checks even if they are not indorsed or even if they are indorsed by any signer of your Account or by your officer, employee or agent or by a stamped or pre-printed indorsement. We may even supply your indorsement, if needed, as allowed under the applicable law. We may also refuse, limit or return deposits in accordance with the circumstances as they exist at the time. Any item deposited to your Account that lacks an indorsement may be supplied with an indorsement, or may be deemed to be indorsed, by the

Bank on your behalf. With respect to any such item, the Bank's rights and your liabilities shall be determined as though you actually indorsed and deposited the item. Further, any item deposited to your Account that bears your stamped or facsimile indorsement shall be deemed to bear your actual indorsement whether such indorsement was affixed by you or by someone having no authority to supply your indorsement. If for any reason a deposit is later questioned, you may be responsible for same. For example, if you deposit a check or item, and the check is later returned to us because a claim has been made that an indorsement is missing or that an indorsement is either not complete or not authentic, we may withhold the amount of the check or item from your Account until either the claim is withdrawn or fully resolved or the check is paid. The Bank can undertake such actions even if you have already spent some or all of the funds. If the amount of the funds is no longer in the Account, you will need to promptly repay such amount to the Bank or to the claimant. You agree to assume responsibility and indemnify the Bank for any loss it may incur as a result of any such missing or improper or possibly fraudulent indorsements or as a result of your failure to comply with any of the indorsements standards as set forth herein.

Errors in Account Identification. Please be careful in making deposits to correctly list the proper Account number into which you want the deposit negotiated. The Bank has no duty to detect any inconsistent information provided with the deposit. The Bank will rely on the Account number on any deposit received, even if the deposit identifies a party different from the Account number. You will be responsible for any loss caused by your failure to properly identify the Account to which a deposit is made or intended to be made or any other error made as a result of same.

Other Deposit Issues Involving Automated Clearing House (ACH) Credits. Just like checks or items that are deposited, other types of deposits may also be questioned, revoked or returned. For example, credit for an ACH is provisional until final payment is received by the payee's financial institution. Until that happens, the party originating the transfer is not deemed to have made payment to the beneficiary, and the payee's bank is entitled to a refund of the provisional credit. If we give you provisional credit for an ACH transfer, but do not receive final payment or the credit is otherwise revoked or disputed, you become obligated to us for the full amount without prior notice or demand. We are not required to give you a separate notice of our receipt of an ACH transfer. If we accept ACH credits to your Account, you will receive notice of the credit on your next regular periodic statement. Although we may send notice of a non-ACH incoming funds transfer (e.g., a wire), we assume no obligation to do so. You also can contact us by calling **817-987-2400** or by visiting one of the Bank's locations, a list of which can be found at www.susserbank.com.

Foreign Currencies. Deposits in foreign currencies will be converted to U.S. dollars at the exchange rate effect at the time of final collection. You will be responsible for verification of any exchange rate information provided by us in advance of final collection. Exchange rates may fluctuate significantly in a short period of time. You bear all exchange risk related to deposits of foreign currency. In other words, you agree that if you deposit funds in a currency other than United States dollars, we will convert the currency at our current exchange rate for the specified foreign currency. If any funds

are returned to you in a currency other than United States dollars, we will convert the returned foreign currency into United States dollars at its current exchange rate for such currency at the time of the return. If we do not have current exchange rates for the particular foreign currency involved, we will use its best efforts to convert the currency promptly through reasonable commercial and/or banking channels, and you shall pay us a reasonable fee for such services. In no event shall we be liable to you for any losses arising from currency conversions effected by us in good faith within a reasonable time after receiving funds for conversion. Each foreign currency transfer may be executed through a selected correspondent bank of ours. The transfer will be assigned a value date, or date of final credit to beneficiary in accordance with the spot date generally used by the foreign exchange market or such other value date specified by the correspondent bank.

ATM Depositories, Night Depositories, Direct Deposit, and Deposits by Mail. Our ATMs, night depositories, direct deposit service, and deposit by mail service are for your convenience. You agree to comply with our rules in effect from time to time for making deposits in this manner. We may discontinue or suspend these deposit services at any time without notice to you, except where required by applicable law. We are not accountable for deposits made in this manner until the deposit is actually accepted and processed by our authorized employees. If you deliver a deposit to us and you will not be present when the deposit is counted, you must provide us a deposit slip itemizing the deposit. To process the deposit, we will verify and record the deposit, and credit the deposit to the Account. You will be entitled to credit only for the actual deposit as determined by us, regardless of what is stated on the itemized deposit slip. Any initial or interim credit applied to your Account with respect to a deposit made in this manner is subject to verification by us, and we may adjust such initial or interim credit applied to your Account to reflect the actual amount received by the Bank. Deposits made in this manner will be posted to your Account on the date accepted by our authorized employees. Our records are conclusive proof of what deposits we received from you. You should indorse the check being sent through the mail with the words "For Deposit Only" and should include your correct Account number underneath to ensure the check is credited to the correct Account. You should use the pre-encoded checking deposit slips found behind your checks in your checkbook. If you do not use your deposit slip or provide us with instructions indicating how or where the check should be credited, we may apply it to any Account or any loan balance you have with us or we may return the check to you. If any direct deposit is recalled, we are authorized to reverse the deposit without prior notice to you except as otherwise required by law. Your claim that an item was deposited, which is now missing, will not create a presumption that there is a missing item or that we failed to act with ordinary care. If you make a deposit and if you do not get a receipt or if your receipt for the item does not match the amount deposited, please immediately contact us by calling **817-987-2400** or visiting one of the Bank's locations, a list of which can be found at www.susserbank.com.

De Minimis Discrepancy. We have no duty to compare for accuracy the items listed on your deposit slip with the items accompanying the slip when the deposit is received by us, as we rely upon the information that you provide on your deposit slip when we initially process your deposit. When we

receive your deposits, we may provisionally credit your Account for the amount declared on the deposit slip, subject to later verification by us. You have a duty to ensure that the amount declared on your deposit slip is correct, even if you did not prepare the deposit slip. You agree that our records are conclusive as to the amount of the deposit we received, without regard to any receipt, deposit slip, or other notice of the deposit amount. If an error in your deposit is later detected, we may make correcting entries (debit or credit) to your Account and notify you of the correction. However, if the error in completing your deposit slip was inadvertent and is less than \$1.00 (a de minimis discrepancy), regardless of whether such de minimis discrepancy is in your favor or ours, you agree that we need not adjust your Account. You and we waive any and all claims and demands against each other with respect to any de minimis discrepancy that we elect not to correct.

Deposit of Government Benefits. If you receive credits to your Account through a governmental source and or from another similar entity or on behalf of a governmental entity, and if a reclamation claim is ever filed against your Account, you agree to refund all credits that went into your Account or pay back the Bank for any loss it sustains if there is a reversal of those credits. If we are required for any reason to reimburse any government for all or any portion of a benefit payment that was deposited into your Account whether via a reclamation or other demand/claim, you authorize us to deduct the amount of our liability to the government from the Account or from any other Account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability. Even if the government is incorrect or even if the person that provided the credit is incorrect in trying to reverse or revoke or reclaim same, you agree to handle those issues by and between you and the person or entity that provided the credit and the Bank has your authority to pay back any amounts being demanded by such person or governmental entity. You acknowledge that a reclamation issue is truly an issue by and between you and the governmental entity and you agree to pay the Bank for any loss caused by same.

Chargebacks. This section applies to items that you deposit or cash. In the event a cashed or deposited item is questioned by a third party or if drawn on us (an "on us" item) is determined by us not to be payable for any reason or a cashed or deposited item drawn on any other payor is returned to us for any reason without regard to whether the other payor returned the item to us before a purported deadline to do so, we may charge the item (a "chargeback item") to your Account or to any Account of which you are an owner (including any joint Account) or an authorized signer. We may debit all or part of a chargeback item to your Account even if doing so results in or causes an overdraft of your Account and regardless of whether the item can be physically returned to you. You waive notice of dishonor in connection with any item that is not finally paid in full and that we charge back to your Account. We may recover from you any amount withdrawn by you against a chargeback item. In the event that our debit of all or part of a chargeback item results in or causes an overdraft of your Account, we may obtain and retain possession of the item, if it is available, until we recover from you the amount of any overdraft of your Account and for a reasonable time thereafter. If we are notified that any item for which you received payment

or credit to your Account is not properly payable, you agree that, without notice to you, we may authorize the drawee bank to freeze the disputed funds or otherwise hold the item and try to obtain payment. We will not initially decide whether a cashed or deposited item has been improperly returned, and if you believe that a cashed or deposited item has been improperly returned, you should contact us immediately. We will not be responsible for failing to pay any item presented against your Account before a deposit becomes available for withdrawal as set forth above, if the available balance in your Account, without regard to such deposit, is insufficient to pay the item, as provided in this Agreement.

Service Charges; Error Correction. We may debit a service charge from your Account for each deposited item that is returned to us unpaid (whether for the first or a subsequent time); bears an unauthorized signature; prior to deposit has been altered, erased, defaced or mutilated, or is incorrectly described on the deposit slip. Errors in posting, addition, subtraction and calculation, whether by you or us, are subject to correction by us at any time, provided that we may not be obligated to correct certain errors if you fail to notify us of the exceptions in a timely manner as described in this Agreement. You agree to repay us promptly any amount credited to your Account in error, and you authorize us to charge your Account or any other Account of which you are an Account owner, to obtain payment of any erroneous payment or credit.

Allocation of Deposits/Split Deposits. You may request that the total amount of a deposit be allocated in portions and credited to multiple Accounts, which may include a loan. We may, in our sole discretion, decline any split deposit request and require that the deposit be made into one Account. If a hold is placed on all or any portion of the deposit, the hold may be placed on any one Account to which funds were deposited for the total amount of the hold, notwithstanding the split deposit. In the event a deposited item becomes a chargeback item, we may debit all or part of the chargeback item to any one Account to which funds were deposited even if doing so results in or causes an overdraft on the Account.

Foreign Items. A "foreign item" is a check or other item in any currency (including U.S. dollars) that is drawn on a bank or branch of a bank located outside of the U.S. You should be cautious about accepting foreign items because foreign items are not subject to U.S. laws or regulations. A foreign item may be returned unpaid much later (sometimes many months later) than checks or other items that are drawn on banks located in the U.S. If a foreign item is returned to us unpaid or there is some other problem with the foreign item, you are responsible for the item and you may incur a loss. Even though the foreign item is returned unpaid, we may charge you for our collection fees and for fees and charges assessed by the paying bank and any agents involved in the collection or settlement process.

Our Right to Refuse Deposits. We may refuse a deposit, or part of a deposit, to your Account at any time in our sole discretion. We may also refuse a deposit after initially accepting it. If we refuse a deposit, we may take the check on a "collection basis," which means we won't add funds to your

Account until we have actually been paid for the check. We will not be liable to you for refusing a deposit, even if it causes outstanding items to be returned. We can reverse any amount we have added to your Account for a deposited check and send the check on a collection basis even after we have taken physical possession of the check.

6. Withdrawals. Any of you, acting alone, who signs to open the Account or has authority to make withdrawals may withdraw or transfer all or any part of the Account balance at any time, and we may pay any check that bears an authorized signature, regardless of any printed legend or multiple signature lines that indicate you require multiple signatures. Each of you authorizes each other person who signs or has authority to make withdrawals to indorse any item payable to you or your order for deposit to your Account or any other transaction with us. Any Account owner or authorized signer may withdraw all or part of the available balance in the Account regardless of who deposited the funds into the Account. We accept no responsibility or obligation, except as required by law, to supervise or review the use of your Account. Please remember that if you withdraw funds that have been credited to you based on a deposit, that credit could subsequently be reversed or charged back causing your Account to be overdrawn.

Stale and Postdated Checks; General Terms and Checks Bearing Notations; Restrictive Legends;

Miscellaneous. We may in our discretion and without notice to you, either allow the deposit of or pay or return any check that is presented to us for payment more than six (6) months after the date of that check (a "stale-dated" check), even if the presentation occurs after the expiration of a stop payment order. We normally do not examine the date on checks presented for payment. You agree that we are not required to identify stale-dated checks or to seek your permission to pay them. We may also, in our discretion and without notice to you, either pay or return any check we receive before the date on that check. Each postdated item covered by a note or postdating will be subject to a service charge. We may disregard any information on an item drawn on your Account other than the signature of an Account owner or authorized signer, the amount of the item, the date of the item (subject to the provisions of this Agreement regarding stale and postdated checks), the Account number, the indorsements, and any other information which appears in magnetic ink at the bottom of the check. The automated processing of the large volume of checks we receive prevents us from inspecting or looking for restrictive legends or other special instructions on every check. Although we are not obligated to, we may allow the deposit of or pay or accept checks and other items bearing restrictions or notations (e.g. "void after 6 month" "two signatures required," "payee's indorsement required," "not good for more than \$(amount)," "void if not paid in (number) days," "payment in full," and the like), whether on the front or back, in any form or format. If you cash or deposit an item or write a check with such a notation, you agree that it applies only between you and the payee or maker. The notation will have no effect on us, and you agree to accept responsibility of the deposit of or the payment of the item. We are not responsible for any losses, claims, damages, or expenses that result from your placement of these restrictions or instructions on your checks. We shall have the right, but not the obligation, to process any item that is materially incomplete or has been altered. **In accordance with commercially reasonable**

banking industry standards and practices, most checks and other items are processed through automated processing and, except in limited circumstances and in our sole discretion, most items are not individually examined. You agree that we act within commercially reasonable banking industry standards and practices by processing most checks and other items through automated processing systems.

Checks and Withdrawal Rules. If you do not purchase your check blanks from us, you must be certain that we approve the check blanks you purchase in writing or you will be liable for any losses as a result of same. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us or by any method we do not specifically permit. We may refuse any withdrawal or transfer request which is greater in number than the frequency permitted, or which is for an amount greater or less than any withdrawal limitations. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply the frequency limitations. In addition, we may place limitations on the Account until your identity is verified. Even if we honor a nonconforming request, we are not required to do so later. If you violate the stated transaction limitations (if any), in our discretion we may close your Account or reclassify it as a transaction Account. If we reclassify your Account, your Account will be subject to the fees and earnings rules of the new Account classification. If we are presented with an item drawn against your Account that would be a "substitute check," as defined by law, but for an error or defect in the item introduced in the substitute check creation process, you agree that we may pay such item. See the funds availability policy disclosure for information about when you can withdraw funds you deposit. For those Accounts to which our funds availability policy disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal. We may determine the amount of available funds in your Account for the purpose of deciding whether to return an item for insufficient funds at any time between the time we receive the item and when we return the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the Account balance at the subsequent time will determine whether there are insufficient available funds.

Temporary Debit Authorization Hold. On debit card purchases, merchants may request a temporary hold on your Account for a specified sum of money, which may be more than the actual amount of your purchase. This often happens when the merchant does not know the amount of the purchase at the time the card is authorized. 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 may be three (3) days or possibly longer before the adjustment is made, during which time the amount of funds in your Account available for other transactions may be reduced by the amount of the temporary hold.

Notice of Withdrawal. We reserve the right, where required by law or regulation, to require not

less than 7 days' notice in writing before each withdrawal from an interest-bearing Account other than a certificate of deposit, or from any other savings Account as defined by Regulation D (the law requires us to reserve this right, but it is not our general policy to use it).

The Bank will not monitor or enforce a purported multiple signature requirement. Although your Account documentation, resolutions or your checks may indicate that more than one signature is required on checks and for the withdrawal or transfer of funds, that notation is principally for your own purpose. We do not assume a duty to enforce multiple signature requirements. As such, we assume no duty to confirm that two or more (or any combination) of authorized users have approved any transaction. We expressly disclaim a duty to enforce multiple signature requirements. As such, we expressly disclaim a duty to confirm that two or more (or any combination) of authorized users have approved any transaction. We may act upon the instructions or order of any one authorized signer. In other words, any policy you adopt for multiple signatures on checks is for your internal control purposes only and shall not be binding or impose any duty of care on us. You bear the risk that a check bearing any authorized signature will be paid. We are not responsible for any losses, claims, damages, or expenses that result from your placement of these or other special instructions on your checks.

Cash Withdrawal; Security Issues. Cash withdrawal or payments at any branch or ATM may be restricted due to the limited amount of currency on hand. If we do not have sufficient cash for a large withdrawal or payment, we may make arrangements for a later cash payment or offer to make payment with a bank check. If you leave the Bank with a large amount of cash after receiving funds from the Bank, you assume the risk of doing so. The Bank cannot control the actions of third parties and is not liable for same, even if you are robbed of those funds on Bank premises. The Bank assumes no responsibility to provide personal protection for customers who elect to carry small and or large sums of cash on, off or around our premises, and if you are carrying such cash, please undertake your own security precautions. Withdrawals may not be allowed in certain circumstances. For example, without prior written notice to you we may place a hold on your Account to cover a claim against your Account, or we may pay the source of the claim when we receive any notice, claim or court order which we believe may affect your Account (such as liens, garnishments, attachments, levies, injunctions, or other orders of a court, or other governmental agency), regardless of the form or manner in which we receive the notice, claim, or court order and regardless of whether we are a named party to the notice, claim, or court order. We will not be responsible for refusing to let you withdraw funds from the Account or refusing to pay items presented against your Account while the hold is in effect or after we have paid funds to the source of the claim. Generally speaking, you acknowledge that the Bank maintains limited amounts of cash on hand at certain locations for safety and security reasons. Accordingly, we may require that you give us up to seven (7) days advance notice prior to the time that you make withdrawals of cash in excess of \$10,000.

Withdrawal of All or a Substantial Portion of Funds in an Account; Closing Withdrawal. If you want to withdraw all of the funds in an Account, as long as the funds are available and collected,

we may allow you to do so, even if there are other signers on the Account that are not requesting the funds. Although we are not obligated to do so, we may require suitable identification or presentation of Account ownership records for any large withdrawal or Account closure. We may also require your signatures for the withdrawal of funds or the closing of any Account. At our discretion, we may require all of your signatures for the withdrawal of funds or the closing of any Account.

Presenting or Cashing of Checks. We sometimes have non-customers present us with checks drawn on your Account, and we may require such non-customers to present us with suitable identification, a thumb print or other reasonable means to properly identify the person before allowing the cashing of your check at one of our branches. If you do not want someone to have to do this, nothing prevents you from withdrawing funds from your Account and providing cash to the payee. However, please be advised that you need to provide your own security precautions, and that cash withdrawals or payments at a branch may be restricted due to a limited amount of currency on hand. If you are seeking to obtain a large amount of currency, please contact your local branch to make arrangements as we may then try to make arrangements to have a sufficient amount of cash for a large withdrawal payment or we may need to offer to make a payment with a bank check. You can find the contact information for your local branch online at www.susserbank.com or by calling 817-987-2400.

Re-presented Checks. You may authorize a merchant to create an electronic withdrawal from your Account for the amount of your check when the original paper check is returned to the merchant for insufficient or uncollected funds. Checks used in these types of transactions will likely not be returned with your statement. The entry for the debit of the funds may appear under the "Checks and Withdrawals" section of your periodic statement. The transaction is likely not covered by the Electronic Funds Transfer Act or Regulation E but may be governed by the Uniform Commercial Code ("UCC") and other applicable Federal Reserve Board Regulations. As described in other sections, you could be charged one or more fees each time any charge is presented to the Bank even though based on one original item.

Overdrafts and Insufficient Funds. We suggest that you regularly balance your Account to monitor the amount of funds available for your use in the Account. You agree to not overdraw or make disbursements that will overdraw your Account. It is your duty to assure that you have sufficient funds in your Account to cover all checks, debits, holds, or other disbursements that are charged against your Account. Any charge (whether a check or other disbursement), that causes the Account to go into an overdraft situation or is debited against the Account after the Account is an overdraft situation, a fee will be assessed as set forth in the Bank's current fee schedule which may change from time to time. The Bank has no duty, and under no circumstances shall be required, to monitor your Account for you. It is your duty and responsibility to routinely monitor and balance your Account. The Bank may assess a special charge for any overdraft of your Account or for any item or withdrawal request drawn against your Account that we return due to insufficient funds (NSF). The Bank may, however, at its option honor an NSF item or amount or dishonor such

NSF item or amount and avoid creation of an overdraft. If the Bank pays an item or amount that overdraws your Account, you agree to pay the amount of the overdraft together with any overdraft charge imposed by the Bank (as allowed by law), immediately upon notice of such overdraft, at the Bank's offices, whether the overdraft was caused by you or another person authorized to sign on the Account, regardless of whether you signed or requested the withdrawal or participated in the transaction creating the overdraft or received any benefit from the withdrawal creating the overdraft. Unless applicable law prohibits the collection of such cost, you agree to pay all costs and expenses, including attorneys' fees incurred by the Bank in the collection of any overdraft. Whether the Bank honors or pays any item while your Account is overdrawn, or which causes your Account to be overdrawn does not in any manner obligate the Bank to honor or pay any overdraft in the future. Please also see the below section on "Service Charges, Other Charges."

Third-Party Withdrawals. Some customers arrange with a third party to have their bills paid automatically. As part of these arrangements, some customers give authority to third parties to issue checks on their Accounts without having the customer sign them (checks without signature). If you have made this type of arrangement, and we pay a check written by this third party, we have no obligation to reimburse you for our payment of any check issued by this third party. We may ask you for a copy of your agreement with this third party, but we have no obligation to require a copy of the agreement as long as it appears to us that you have authorized the debits to your Account.

Other Account Transactions Such as Wire Transfers, ACH and International ACH Transactions. This agreement is subject to Article 4A of the UCC. If we receive a credit to the Account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit. If we receive a credit from a wire transfer or similar type of transaction, if the credit is made through an error, you agree to not use the funds and agree to return the funds to the proper party. If you decide to not implement any reasonable security procedures recommended by the Bank, you assume all risk of loss on future such transactions. You also need to make sure you safeguard your banking information to prevent such losses and or undertake other reasonable security procedures to prevent losses as recommended by the Bank from time to time.

Section 4A.201 of the UCC discusses having reasonable security procedure and to the extent that you try to initiate funds transfers, you must keep all of your banking information protected. You also agree to implement any security procedures recommended by the Bank, including any security procedures offered as additional services by the Bank. You hereby agree that the Bank's own internal security procedures have been implemented in good faith and are commercially reasonable. You are agreeing to same by your use of any services to do fund transfers. You also acknowledge that the Bank offered you other products and services and you are making the choice to obtain these products and services or not obtain them, and unless you inform the Bank in writing your desire to obtain these products and services, you agree that although offered, you refused these products and services.

Signatures. We have adopted commercially reasonable automated collection and payment procedures for processing checks for collection or payment that are in accordance with procedures commonly used in the financial services industry so that we can process the greatest volume of items at the lowest possible cost to our customers. Automated processing means that in almost all cases we will not visually inspect checks to verify signatures or other information. We have no duty to visually inspect signatures or other information on a check presented for payment, and other than the signature of the drawer, the identification of the payor bank and payee, the amount (numeric over words if contradictory) and any MICR encoded information, we have no duty nor are we bound to look at any other information on the check and can disregard such information in our sole discretion. In addition, you agree that we do not fail to exercise ordinary care in paying an item solely because our procedures do not provide for the sight examination of items with a face amount below an amount determined solely by us from time to time. You authorize us to store and use Signature Card information in any reasonable form we deem necessary, including any digitized signature capture or electronic storage process.

Preauthorized Drafts. If you voluntarily give information about your Account (such as our routing number and your Account number) to a party who is seeking to sell you goods or services for payment of such goods and services, even if you do not physically deliver a check to the party, any debit to your Account initiated by the party to whom you gave the information is deemed authorized by you.

Waiver of Multiple Signatures on Electronic Check Conversion, and Similar Transactions. An electronic check conversion transaction is a transaction where a check or similar item is converted into an electronic fund transfer as defined in the Electronic Fund Transfers regulation. In these types of transactions, the check or similar item is either removed from circulation (truncated) or given back to you. As a result, we have no opportunity to review the check to examine the signatures on the item. In such cases you waive any requirement of multiple signatures. In other words, you may give a merchant information about your checking Account over the phone or over the internet and authorize them to create an electronic withdrawal from your Account. Funds will normally be withdrawn from your Account the next Business Day. The transaction may appear in the "Checks and Withdrawals" section of your monthly Account statement. If the Account is a Personal Account, then these transfers may be governed by the Electronic Funds Transfer Act and Regulation E, and may be also governed by the NACHA Operating Rules and Operating Guidelines and may be also subject to the separate Bank Electronic Funds Transfer Agreement and Disclosure (or other similar document) as described in another Section in this Agreement (Required Disclosures Under Electronic Funds Transfer Act and the Consumer Financial Protection Bureau's Regulation E).

Converting Checks to Other Electronic Debits. Some businesses, including merchants, retailers, and billers for services, convert original paper checks that you give them into electronic debits (sometimes referred to as an electronic check) through use of Accounts Receivable Conversion ("ARC"), Point of Purchase ("POP") conversion, or Back Office Conversion ("BOC"). Such electronic

debits generated by ARC, POP or BOC conversion are separate and distinct from Substitute Checks discussed previously and are governed by separate laws rules and regulations for electronic debits. ARC conversion may occur when you mail your check to a biller (e.g., credit card company, utility company) who uses the check information to initiate an electronic debit against your Account and may, at the biller's discretion, destroy your check. POP conversion may occur at a POS location where the business or merchant will have posted notice that your check will be converted to an electronic debit and may have you sign a receipt and may return your check to you after scanning your check. If the business uses POP to take a blank check to initiate an electronic debit at the POS, the business should give you notice of the POP conversion and return the voided check to you. You should treat the voided check with care because someone else who obtains possession of it could use the information to initiate additional debits against your Account.

BOC conversion may occur at a retailer who posts notice that your check may be converted to an electronic debit via the retailer's back-office processes, and the retailer or merchant may provide you with written notice of these conversion procedures and may, at the retailer's discretion, destroy your check. A business that receives your check by mail or otherwise, and converts it to an electronic debit via ARC, POP or BOC should give you notice of the conversion, and such business has the option to destroy the Original Check.

7. Other Issues with Withdrawals, Overdrafts and Insufficient Funds; Payment Order of Transactions Being Presented. You may make withdrawals from your Account in any manner that is permitted by us for the type of Account you have. Withdrawals by mail will be posted to your Account as of the day the transaction is processed by us. We may refuse to accept any check other than: (i) standard checks provided by us or approved by us in advance; or (ii) Substitute Checks conforming to the standards of the Check 21 Act and the regulations promulgated thereunder (the "Check 21 Regulations") that were created from images of original standard checks provided by us. Your Account may be debited at the time and on the day a check or other item drawn on your Account is presented to us for payment, by electronic or other means, or at an earlier time based on notification received by us that the check or other item has been deposited for collection in another financial institution. Withdrawals and transfers from your Account may be restricted as provided in any applicable Agreement or Schedule, or applicable law. An "overdraft" occurs when a check, ACH, ATM, debit card, bank fee (including any overdraft-related fee), or any other item or other debit (collectively, a "Transaction") is presented for payment against an Account and the available balance of the Account is insufficient to pay the Transaction. It is your responsibility to monitor and balance your Account, and you agree to not initiate or conduct transactions that will overdraw your Account and to assure that you have sufficient funds in your Account in advance to cover all Transactions charged against your Account. Any Transaction that may cause your Account to go into an overdraft status may be debited against the Account after the Account is in overdraft status and will be assessed a fee as set forth in the current fee schedule. If a Transaction is presented to the Bank and the Bank refuses to honor the Transaction because there are insufficient funds to pay the Transaction, your Account will be assessed a fee as set forth in the current fee schedule for returning the item unpaid. The Bank under no circumstances shall be required to monitor your

Account for you, and you have the continuing responsibility to routinely balance your Account. When an overdraft occurs, subject to the special rules for consumer Accounts described below, the Bank may, at its sole and absolute discretion, refuse the Transaction, or alternatively, the Bank may choose to pay the Transaction, in which case a negative Account balance will result. You agree that if your available balance is insufficient to pay any item presented against your Account you will promptly pay both our service charge for handling and processing that item and the amount of any overdraft without further notice or demand. You further agree that you are liable for the amount of any overdraft, and you agree to pay the amount of any overdraft upon demand by us. Your failure to pay these amounts promptly may result in additional service charges to your Account which you agree to pay.

We may use subsequent deposits and other credits to the Account, including, but not limited to, direct deposits of social security or other government benefits, to cover any overdraft and any charges existing in your Account. Additionally, we may use our right of setoff to collect any overdrawn balance from any other Account in which any of you have an ownership interest. In the event you fail to pay the amount of any overdraft and all associated service charges, and we refer your overdrawn Account to an attorney for collection, you agree to pay all reasonable expenses, including without limitation, attorneys' fees and court costs. We may return any transaction being presented at any time if your available balance is insufficient to pay such transaction being presented, even if we previously have permitted overdrafts. You are not entitled to rely on any prior act by us with respect to your Account. Our election to pay overdrafts does not establish a course of dealing between you and us or modify the terms of this Agreement. You cannot rely on us to pay overdrafts on your Account regardless of how frequently or under what circumstances we have paid overdrafts on your Account in the past. We can change our practice of paying overdrafts on your Account without notice to you. You can ask us if we have other Account services that might be available to you where we commit to paying overdrafts under certain circumstances, such as an overdraft protection line-of-credit or a plan to sweep funds from another Account you have with us, but the Bank has no duty or obligation to provide same. For consumer Accounts, we will not charge fees for overdrafts caused by ATM withdrawals or one-time debit card transactions if you have not opted-in to that service.

Payment Order of Transactions Being Presented. The order in which the transactions being presented are paid is important if there is not enough money in your Account to pay all of the transactions being presented which are presented. The payment order can affect the number of the transactions being presented against an overdrawn Account or returned unpaid and the amount of the fees you may have to pay. Please be aware of the fact that you control these issues, and you can avoid overdraft situations by always maintaining sufficient funds in your Account. To assist you in managing your Account, we are providing you with the following information regarding how we currently process those items. Deposits and credits to the Account are processed first. Any holds on those deposits, credits, or Account balances are then applied. After deposits and credits are credited to the Account and all holds applied, the transactions being presented are grouped in the following categories and then will generally be processed in the following order:

(1) wire transfers, ATM withdrawals, cashed checks, checks and debits used in the purchase of official checks or similar non-recourse instruments or payments, and transactions initiated by the Bank (other than Bank fees), from lowest check number to highest check number; (2) debit card transactions, from lowest amount to highest amount; (3) checks (from lowest amount to highest amount), ACH transactions, and other withdrawals from lowest amount to highest amount; and then (4) Bank fees, from lowest amount to highest amount.

If more than one item or order is presented for payment against the Account on the same day and the available balance of the Account is insufficient to pay them all, the Bank may pay any of them in any order the Bank chooses, even if the order the Bank chooses results in greater insufficient funds fees than if the Bank had chosen to pay them in some other order or had chosen not to pay them. The Bank's payment of any item or order in overdraft does not create any obligation for the Bank to pay any other item or order in overdraft in the future, and the customer agrees that no course of dealing regarding the payment of items or orders in overdraft will be created between the Bank and the customer. In the event the Account is overdrawn, the Bank reserves the right to change the categories and the processing order set forth above without notification to the customer. The Bank may also choose to first pay items and orders which are payable to pay obligations to the Bank.

A per item service charge may be assessed on any item that will overdraw the available Account balance, regardless of whether we pay or dishonor (i.e., return) the item. **For the avoidance of doubt, a "per item" service charge may be assessed by us each time a withdrawal request that will result in an overdraft is presented for payment, even if that "item" represents a single transaction that has been presented multiple times and previously dishonored. This may result in multiple charges related to a single transaction.** You agree immediately upon notice from us to deposit funds sufficient to cover any overdraft plus service charges, if required. We will not be liable for the dishonor of any item when the dishonor occurs because we setoff a debt against your Account. We also may refuse to allow a withdrawal if there is a dispute about the Account (unless a court has ordered us to allow the withdrawal), the Account is garnished or attached, the Account has been pledged as collateral for a debt, the availability of the funds on deposit cannot be verified, any required documentation has not been presented, or you fail to repay an obligation to us on time.

If you authorize the conversion of your check into an electronic debit under one of the situations described above, funds may be withdrawn from your Account sooner than the funds would have been withdrawn had the original paper check been sent to us for payment. We charge any such electronic debit to your Account when we receive it. We may receive the electronic debit to your Account immediately after the business enters the transaction so you may have a reduced right to stop payment and you may incur an overdraft if you do not have sufficient funds in your Account to cover the amount of the check at the time you write the check or authorize the transaction. Also, you will not receive either your Original Check or a Substitute Check back from us in your periodic statement since no original or Substitute Check is sent to us for processing. Electronic debits of the funds from your Account will appear under the "Checks and Withdrawals" section of your periodic statement.

If your Account is a Personal Account, then these electronic debit transfers are governed by the Electronic Funds Transfer Act and the Consumer Financial Protection Bureau's Regulation E ("Regulation E"), and all electronic checks (both debits and credits) are also governed by the Operating Rules and Operating Guidelines of the National Automated Clearing House Association ("NACHA") and are also subject to our separate **Susser Bank** Electronic Funds Transfer Disclosure. (Required Disclosures Under Electronic Funds Transfer Act and the Consumer Financial Protection Bureau's Regulation E).

8. Ownership of Account and Beneficiary Designation. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the Account funds. It is your responsibility to make sure the form you sign is what you want, and we suggest you have your attorney review same before and after you sign it to verify the form was completed and is as you desired. Please check with your own attorney, accountant, or estate planner to obtain advice as to what happens to funds in an Account after an Account holder's death. We are not providing any legal advice, tax advice and or any other type of advice on these issues.

Single-party Account. Unless modified by the laws of your state, a single-party Account is owned by one person or entity.

Multiple-party Account. Unless modified by the laws of your state, a multiple-party Account is owned by two or more persons or entities jointly with right of survivorship and not as tenants in common, regardless of the conjunction (or, and) used between the depositors' names. Each of you expressly agrees that the Account is not owned as a tenancy by the entireties. Each of you intends that upon your death the balance in the Account (subject to our rights of setoff and any previous pledge to which we have consented) will vest in and belong to the survivor(s) as the separate property and estate of such survivor(s). If two or more of you survive, you will own the balance in the Account as joint tenants with survivorship and not as tenants in common. Transactions on multiple-party Accounts do not require the signatures of all Account owners to transact on the Account. Instead, any one Account owner or authorized signer may transact on the Account to the exclusion of the other(s), and each of you authorize each other of you to do so without further consent.

Account with Minor as an Owner. If this is a multiple-party Account and one or more of the Account owners is a minor, all adult owners of the Account jointly and severally agree that all transactions made on the Account by any such minor shall be deemed to have been made by such adult owners, regardless of whether any such transaction may be void or voidable. Each owner hereby agrees to indemnify us and hold us harmless from any loss we incur in connection with any transaction made by any such minor.

POD Account. Unless modified by the laws of your state, a POD Account is an Account where one or more persons are listed as the beneficiary(ies) to whom the balance of the Account is to be paid following the death of all Account owners. Subject to the Bank's security interest and right of setoff

as herein provided, POD beneficiaries acquire the right to withdraw only if: (a) all Account owners die, (b) the beneficiary is then living, and (c) we are not otherwise required by law to make payment to some other person. If two or more beneficiaries are named and survive the death of all persons creating the Account, the funds on deposit belong to them in equal, undivided shares.

9. Business, Organization, and Association Accounts; Authorized Representatives. For all purposes relating to the Account, we may rely on the type of entity, as set forth on the Account documents, for a business, organization, or association Account. You represent and warrant that: (a) all action necessary to open and maintain the Account has been taken by the entity on whose behalf the Account is opened; (b) the entity has the legal right to use the name under which it operates and any fictitious name, if any, under which the entity will conduct business; (c) you have the authority to open and conduct business on the Account on behalf of the entity and that you will at all times only act within the scope of your authority and that all resolutions or other authorizations given to us by you are true, accurate, and complete; and (d) if any of the owners or authorized signers change, you will let us know in writing and provide new appropriate authorization and or other new appropriate documentation. The entity's authorized representatives are those individuals listed on the Account documents and they have complete authority over the Account including, but not limited to, making deposits, making withdrawals, indorsing checks, closing the Account, stopping payment, overdrawing the Account, and entering into agreements on your behalf for any other products and services we offer that may be used in connection with your Account, and each such authorized representative may take such actions individually and without participation by any other authorized representative. Authorized representative may also include any person who has been authorized to obtain Account information, even if they do not have signing authority on the Account, and any person reasonably believed by us to have the authority to act on the entity's behalf or any person who may have capacity to act on behalf of the entity under the law of agency. We will honor the authorization of an authorized representative until we actually receive written notice of a change from the entity.

10. Fiduciary Accounts. General. Generally, a fiduciary is someone who is appointed by court or by contract or otherwise by law to act on behalf of and for the benefit of another. We are not responsible for the actions of a fiduciary, including the misuse of funds, and we have no obligation to supervise or monitor transactions on fiduciary Accounts, including, but not limited to, custodial Accounts, Accounts for estates, conservatorships, guardianships, trusts, and representative payees. A fiduciary Account may be opened and maintained by a person, or persons named as a trustee under written trust agreement, or as executors, administrators, guardians or conservators under court orders, or for representative payee capacity. If there is more than one fiduciary, regardless of the terms of the fiduciary relationship, each fiduciary shall be deemed to have independent transaction authority on the Account for purposes of transacting on the Account or otherwise conducting business with the Bank. You understand that by merely opening such an Account, we are not acting in the capacity of a fiduciary or trustee in connection with the fiduciary relationship nor do we undertake any obligation to monitor or enforce the terms of the fiduciary relationship. To the maximum extent permissible under applicable law, we have no responsibility or obligation

to supervise or monitor the transactions within fiduciary accounts (including, but not limited to, estate accounts, guardianship accounts and trust accounts), or to inquire as to the powers or duties of the Account owners or signers. In the event of the appointment and qualification of any successor fiduciary the Bank may require such successor fiduciary to deliver to the Bank an affidavit of succession or such other document acceptable to the Bank certifying to the Bank that such person is the duly appointed, qualified, and serving successor fiduciary, and the Bank shall be entitled to rely thereon without further inquiry and shall be fully protected in relying on such. Notwithstanding the lack of any duty of the Bank so to further inquire, the Bank may nevertheless make such further inquiry as to the identity and qualification of a fiduciary or successor fiduciary as it deems appropriate in its sole discretion, and by further inquiring, the Bank shall not be deemed to have assumed any duty. The Bank may additionally require a fiduciary or successor to execute and deliver a certification as to the fiduciary's authority to act in a form acceptable to the Bank. Each fiduciary and successor fiduciary agrees to give prompt notice to the Bank in the event that any fiduciary or successor fiduciary resigns or is removed or if any additional fiduciary is appointed or becomes empowered to act as fiduciary. We have no duty to monitor the Account in any way.

UTM Accounts. For Accounts established under a state's UTM laws, the funds in the Account are owned by the minor. The Account may be accessed only by the custodian (or successor custodian), and the funds must be used for the benefit of the child. We, however, have no duty or agreement whatsoever to monitor or ensure that the acts of the custodian (or successor custodian) are for the child's benefit. We are not responsible to monitor age or eligibility for an UTM Account, even though our records may include the minor's date of birth. It is the custodian's responsibility to properly distribute the funds in the Account upon the minor's death or attainment of the age of majority. For this type of Account, the child's Social Security Number or Tax Identification Number is generally used for the Backup Withholding Certification.

Indemnification by Fiduciaries. IF THE ACCOUNT IS A FIDUCIARY ACCOUNT (INCLUDING, BUT NOT LIMITED TO, CUSTODIAL ACCOUNTS, AND ACCOUNTS FOR ESTATES, CONSERVATORSHIPS, GUARDIANSHIPS, TRUSTS, AND REPRESENTATIVE PAYEES), YOU, THE FIDUCIARY, AGREE IN YOUR INDIVIDUAL CAPACITY TO INDEMNIFY US AND HOLD US HARMLESS FROM ANY LOSS, COSTS, DAMAGE, LIABILITY, OR OTHER EXPENSE WE MAY SUFFER OR INCUR ARISING OUT OF OR IN ANY WAY RELATED TO THE ACCOUNT OR ANY CLAIM BY A BENEFICIARY OR OTHER PARTY RELATED TO THE AUTHORITY OR ACTIONS TAKEN BY YOU IN CONNECTION WITH THE ACCOUNT, WHETHER RESULTING FROM OVERDRAFT, ERROR IN YOUR FAVOR, RECLAMATION BY ANY GOVERNMENTAL PAYOR, ANY DISPUTE WITHIN THE SCOPE OF THIS AGREEMENT OR ANY OTHER REASON. IN THE EVENT OF ANY SUCH LOSS, WE MAY ENFORCE THE FOREGOING INDEMNITY BY SETTING OFF THE AMOUNT OF SUCH LOSS AGAINST (OR BY EXERCISING ANY SECURITY INTEREST WE MAY HAVE IN) ANY OTHER ACCOUNT WITH US IN WHICH YOU, THE FIDUCIARY, HAVE AN INTEREST (UNLESS YOUR INTEREST IN SUCH ACCOUNT IS ONLY AS A FIDUCIARY), AND WE WILL NOT BE LIABLE TO YOU OR TO ANYONE ELSE FOR THE DISHONOR OF ANY ITEM OR ORDER ON SUCH OTHER ACCOUNT WHICH RESULTS FROM SUCH SETOFF OR EXERCISE OF OUR SECURITY INTEREST.

11. Notices. From Bank to You. Any notice we send you is effective when it is deposited in the United States Mail with proper postage and addressed to your mailing address we have on file. Alternatively, any notice we send to you is effective, at our option, when we send or otherwise make such notice available to you in accordance with any other method with which you have agreed including, as it relates to amendments of this Agreement, any means or method described herein. Subject to applicable law, you agree that we may also send notices and communications to you electronically, if you provide us with an email address, and you are required to notify us promptly upon any change in your email address. Any notice we send to an email address you provide us is effective, even if it is later returned to us as undeliverable. If your Account is a multiple-party Account, notice to any of you is notice to all of you.

From You to Bank. Unless otherwise set forth in this Agreement, notice from you to us must be in writing. Any notice from you to us will not be deemed received by us until it is received by one of our representatives who is authorized to act on such notice. In the event we are required by law or this Agreement to act on any notice you give us, you agree that we will be allowed reasonable time to act on your notice. Notice from any one of you may be considered by us to be notice from all of you. You can find the contact information for your local branch online at www.susserbank.com or by calling 817-987-2400. Any written notice you give us is effective when it is received by a representative of the Bank who is authorized by us to consider and act on your notice, and it must be given to us according to the specific delivery instructions provided elsewhere, if any. We must receive it in time to have a reasonable opportunity to act on it. If the notice is regarding a check or other item, you must give us sufficient information to be able to identify the check or item, including the precise check or item number, amount, date and payee. If fail to act or otherwise delay in acting on any notice from you, such delay or failure does not constitute our acceptance, or acknowledgement of, or agreement or consent to the terms or substance of your notice.

12. Statements: Duty to Review and Promptly Report. Periodic statements for your Account will be made available for you at approximately monthly intervals unless we specify to you another interval period when you open your Account or thereafter. The periodic statements will describe each transaction, disbursement and item by item number (where appropriate), amount, and date of debit or credit. For certain types of Accounts, the periodic statement may be accompanied by the items or a facsimile of those items listed on the statement, unless the item or an image of the items is unavailable for any reason, for example, when an item is electronically presented (or re-presented) for payment against your Account. Additionally, the Bank can make your statements available through its online banking platform for qualifying Accounts. You agree that the statement and items all have been made available to you in a reasonable manner. If you do not receive a periodic statement, please contact the Bank promptly and request a duplicate copy. You can contact the Bank by calling 817-987-2400 or visiting one of the Bank's locations, a list of which can be found at www.susserbank.com. The Bank will not know that you have not received a statement and thus it is up to you to contact the Bank to get a periodic statement if you have not received one. Otherwise, the Bank will presume that you received your statement. We will not be responsible for

any actual, direct or indirect, special, or consequential damages under any circumstances for our inability to provide copies of checks. Our liability, if any, will not exceed the face amount of an item or amount in question.

Mailing and Availability. Periodic statements and canceled checks, to the extent we have agreed to provide either of them for your Account, and written notices of dishonor or return of unpaid deposited items, or any other notice or communication may be mailed to you at the address shown in our records or a forwarding address for you if one is on file with the U.S. Postal Service. However, we may not mail any Account information to an address that the U.S. Postal Service has informed us is "undeliverable" or otherwise invalid. Periodic statements and written notices of dishonor or return of unpaid deposited items, or any other notice or communication, may be delivered to you electronically if you have agreed to receive such notices and communications electronically. You agree to give us written notice of any change or your address or email address. Notify us promptly if you do not receive your statement or other documents by the date you normally would expect to receive it. We may, but are not required to, change the address for you in our records if the U.S. Postal Service notifies us of a new address for you, and you waive any and all claims against us that arise in connection with any mail forwarded to you or sent to an address for you supplied to us by the U.S. Postal Service. Any Account owner, authorized signer or other person authorized to act on your behalf may change the mailing or email address for your Account. Notice to any one Account owner shall constitute notice to all Account owners in a joint Account. We may make statements, images of canceled checks (if applicable to your Account), notices, or other communications available to you by holding all or any of these items for you or delivering all or any of these items to you, in accordance with your request or instructions. If we hold statements or notices to you at your request or because you fail to provide us with a current address, they will be deemed delivered to you when they are prepared (for held statements), mailed (for returned mail), or when sent or otherwise made available to you by electronic means.

Your Duty to Timely Report Errors, Unauthorized Transactions, and Forgeries or Any Other Irregularities. Since you are the person most familiar with your own banking activity, the Bank will be relying on you to review the periodic statements and confirm whether there is possible unauthorized, erroneous or improper activity of any kind. In a situation where alleged unauthorized activity has occurred, the Bank is expecting you to be reviewing your monthly or periodic banking information to try to detect any possible alleged unauthorized or disputed activity as early as possible to stop such transactions and to prevent possible new alleged unauthorized or disputed activity from occurring. You are the best person to review your current banking records and confirm if transactions are possibly unauthorized. Our records regarding your Accounts will be deemed correct unless you timely establish with us that we made an error. It is essential that any Account errors or disputed transactions of any kind, including missing deposits, improper deposits or credits, unauthorized transactions, alterations, unauthorized wire transfers or other unauthorized funds transfers, unauthorized signatures, unauthorized or forged indorsements, forgeries, encoding errors, disbursements due to oral banking transactions, posting errors (such as debits or credits

posted twice, debits posted as credits or credits posted as debits), unauthorized or disputed fees (of any kind), or any other improper transactions, debits, credits or disbursements on your Account (collectively referred to as exceptions) be reported to us as soon as reasonably possible and not to exceed thirty (30) days after we send or otherwise make the statement or notice available to you. Otherwise, we will not be liable for the exceptions. You agree that you will carefully examine each Account statement or notice you receive and report any exceptions to us promptly after you receive the statement or notice. You agree to act in a prompt and reasonable manner in reviewing your statement or notice and reporting any exceptions to us. If you do not timely report an exception to us within fourteen (14) days for commercial accounts and thirty (30) days for consumer accounts after we send or otherwise make the statement or notice available to you, you agree that we will not be liable to you for any loss you suffer related to that exception, and that you cannot later dispute the transaction amounts and information contained in the statement. This means that, if you do not report exceptions to us within thirty (30) days after we send or make the statement or notice available to you, we will not reimburse you for any such disputed amounts or any loss you suffer, including, but not limited to, any amounts lost as a result of paying any unauthorized, forged, or altered items, alleged unauthorized wire transfer of funds, or allegedly improperly paying any other debits or credits of any kind, including without limitation, any item or exceptions. Except as provided by applicable law, you also agree that we will not be required to reimburse you for any exceptions caused by your own negligence.

Online Access. Where online access to your Account has generally been made available to you, for purposes of your duty to examine your statements and Account activity and report exceptions, irregularities, errors, discrepancies, or unauthorized items, your statements and items will be deemed "made available" to you the day such items, disputed amounts, or transactions first appear on our online banking services, whether you accessed your Account information via online banking or not, but in any event not later than thirty (30) days after your periodic statement is first made available to you as discussed above.

Unauthorized Activity by the Same Wrongdoer(s). If you have entrusted someone else to do activity with regard to your Account or if your Account information has been compromised, and if the same wrongdoer(s) begins conducting transactions against your Account, you are prohibited from asserting a claim based on any additional unauthorized activity of any kind, including any and all unauthorized exceptions that are done by the same person, that occurs more than thirty (30) days after the Bank mailed or otherwise made available to you the Account statements that contained a description of that person's first unauthorized, forged or altered item or transaction, error, irregularity, or exception, or any other alleged unauthorized activity that caused the disbursement to be debited from your Account. Since the periodic statements show all disbursements out of your Account, you should be able to detect whether or not you made a disbursement out of your Account by reviewing the Account statement, and if you do not timely report alleged unauthorized disbursements by the same person, you remain free to try to recover any losses from that person, but you are prohibited from recovering such losses against the Bank. Plus, if the same person

causes any other unauthorized activity, for example, such as unauthorized deposits, we will not be liable for any future losses (regardless of how made) if you failed to initially discover or report the unauthorized banking activities within 30 days of the first unauthorized transaction, error, irregularity, or exception.

How to Report Such Possible Exceptions, Errors or Other Irregularities. If you find any unauthorized disbursements, transactions or exceptions, or suspect that a transaction may be unauthorized or questionable, you must contact us as soon as possible. You can contact the Bank by calling **817-987-2400** or visiting one of the Bank's locations, a list of which can be found at www.susserbank.com. You need to specifically report each and every unauthorized disbursement, transaction or exception. A general reference to fraud is not sufficient. You will be asked to execute a verified claim form or an affidavit or a similar document for each disputed disbursement, transaction or exception. To be clear, you must identify each unauthorized disbursement, transaction or exception, instead of merely making a vague reference to some unauthorized disbursement, transaction or exception. You will need to cooperate with the Bank's fraud department or other personnel and you will likely be asked to execute paperwork regarding the unauthorized transactions or exceptions. The Bank must receive your documentation within ten (10) days following your notice to us of the alleged unauthorized activity and if you do not receive such paperwork, please follow up to obtain such documents or create your own documents specifically describing and identifying the unauthorized transactions or exceptions, as you must particularly describe the bank fraud in writing. You agree that you will not bring any legal action against the Bank unless and until you have first provided the documents referenced in this section. When you report missing, stolen, or unauthorized checks, we will likely require you and, if so requested, you agree to close your current Account and open a new one. If you do not do so, we are not liable to you for subsequent losses or damages on the Account due to forgery, fraud or other unauthorized use. When you open a new Account, you may need to notify any third parties that need to know your new Account number. If you believe bank fraud occurred, you may decide to file a police report and ask for the prosecution of the person responsible for same, in which case you agree to provide us with a copy of such report and cooperate with us in any investigation or any legal action instituted against such person. You will indemnify and hold us harmless from any liability arising out of or in any way connected with any arrest or prosecution in the event that the representations of fact you provide us or in a police report are false. You agree to pursue all rights you may have under any insurance coverage you maintain before making a claim against us in connection with any transaction involving your Accounts or your checks or other withdrawal orders and other exceptions and irregularities, and to provide us with all reasonable information about your coverage, including the name of your insurance carrier, policy number, policy limits and applicable deductibles. Our liability is reduced by the amount of all insurance proceeds you receive or are entitled to receive. At our request, you agree to assign to us your rights under your insurance policy.

Dual Control. You agree that to try to prevent possible bank fraud, to the extent possible, you will maintain dual control over monitoring banking activity in reviewing the periodic statements. For example, if the Account has two or more authorized signers or is a non-consumer Account, you

agree to have two different people reviewing the information and prior banking transactions to verify the authenticity of same. The bank may offer dual control products or services. The customer understands that by not taking advantage of such dual control services they go against best practice and take enhanced risks the bank is not responsible for.

Additional Verification Services. The Bank may offer various services to try to assist you in detecting bank fraud such as positive pay or similar services. You are strongly encouraged to use such services. You may or may not elect to obtain such additional services, and if you do not contact the Bank to obtain such services or you otherwise refuse such services, and if such services could have prevented or mitigated some or all losses you sustained or claim to have sustained as a result of actual or possible bank fraud, then you agree that you assume the risk of that decision and you are estopped from seeking and agree not to seek to recover such amounts from the Bank. You may also want to speak with an insurance agent to possibly obtain insurance to cover yourself against a possible future fraud loss.

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

13. Assignment. You may not grant a security interest in, transfer, or assign your Account to anyone other than us without our written consent. No assignment will be valid or binding on us, and we will not be considered to have "knowledge" of it, until we consent in writing and the assignment is noted in our records. However, by noting the assignment, we do not have any responsibility to assure that the assignment is valid. Any permitted assignment of your Account is subject to and superseded by our setoff rights and remains subject to any other right we have under the Agreement and applicable state and federal law. If you want to transfer ownership, we may require that you close the Account and open a new Account in the name of the transferee or pledgee. Any assignment, assignment of a security interest, pledge, or other transfer of any Account or any interest therein, whether by gift or otherwise, by you to a third party shall be null and void at inception and shall not be binding on us unless it is authorized in writing by an officer of the Bank in the Bank's legal department. Unless we agree otherwise in writing, the Account will remain subject to our rights of setoff even after we receive notice of an assignment, pledge, or transfer to which we did not expressly agree in writing. We are not required to accept or recognize an attempted assignment, pledge, or transfer of your Account or any interest in it, including a notice of security interest, except as required by law. The Bank, in its sole discretion, may freely assign your Account and this Agreement with or without notice.

14. Setoff; Security Interest; Subordination of POD Beneficiary Interest. Subject to applicable law, we may exercise our right of setoff that we are entitled to exercise under common law, under

this Agreement and under statute (see Texas Finance Code Section 34.307), or security interest to recover amounts you owe us from any and all Accounts you maintain with us or with our affiliates before we pay checks or other items drawn on the Account(s), without notice to you, except that this provision does not apply to certain Trust Accounts (but excluding Totten Trust Accounts). We are not liable to you if these actions cause your Account to be overdrawn and checks or other items are dishonored because of insufficient funds. As permitted by applicable law, we may exercise our right of setoff for any liability or debt of any of you, whether the Account is owned jointly or individually; whether the liability or debt is direct or contingent and whether now or hereafter existing; and whether

the liability or debt arises from overdrafts, endorsements, guarantees, loans, attachments, garnishments, levies, attorneys' fees, or other obligations. However, under Article XVI, Section 50(a)(6)(H) of the Texas Constitution, we may not setoff against any of your Accounts for a liability arising from a home equity loan secured by Texas Homestead Property. If you are a sole proprietor, we may charge any of your Personal or Business Accounts. If you are a business partnership, we may also charge the Personal Accounts of any general partner. If the Account is a joint or any other type of multiple-party Account, each joint or multiple-party Account Holder authorizes us to exercise our right of setoff against any and all Accounts of each Account Holder. We may use funds held in multiple-party Accounts to repay the debts on which any one of you is liable, whether jointly with another or individually. We may charge any such debt against your Account at any time, without regard to the origin of deposits to the Account or beneficial ownership of the funds. In other words, we may (without prior notice and unless prohibited by law) setoff the funds in your Account against any due and payable debt any of you owe us now or that may arise in the future. If you have a multiple-party Account, we may setoff any funds in the Account against a due and payable debt for which any one of you are liable to us now or in the future, to the extent of your liability, including, but not limited to, partnership debts. If your debt arises from a promissory note or guaranty agreement, then the amount of the due and payable debt will be the full amount we have demanded, as entitled under the terms of the note or guaranty, and this amount may include any portion of the balance for which we have properly accelerated the due date, if required.

This right of setoff does not apply to an Account if prohibited by law. For example, the right of setoff also does not apply to this Account if:

- a. it is an Individual Retirement Account or similar tax-deferred retirement account, or
- b. the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or
- c. the debtor's right of withdrawal only arises in a representative capacity, or
- d. setoff is prohibited by the Military Lending Act or its implementing regulations.

We will not be liable for the dishonor of any item when the dishonor occurs because we set off a debt against this Account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff. In addition to the rights of setoff which we have under this

Agreement, you hereby grant to us a security interest in the Account or any time deposit account or certificate of deposit owned or controlled by the Account holder (or any Account holder if a multiple-party account) to secure payment of any obligation which you now owe us or which you may owe us at any time in the future, whether as a borrower, guarantor, or otherwise, including your obligation to pay our attorneys' fees and expenses and your obligation to indemnify us as provided elsewhere in this Agreement. When any such obligation is due and payable to us, we may pay such obligation, or any part thereof, from the Account without prior notice to you, and we will not be liable for the dishonor of any item or order which results from such exercise of our security interest. We can also setoff against your Account amounts which were credited into your Account that originated from an Account that became overdrawn or from an Account where we experienced a loss. If the Account has any POD beneficiary, the interests of such beneficiary shall be junior to our security interest and shall be subject to our right of setoff, even if we do not exercise our security interest or right of setoff until after your death.

15. Authorized Signer. Each person whose name is recorded as a signer on the Account documents, including those designated as an authorized signer is appointed as your duly authorized agent to conduct all business with respect to the Account, including, but not limited to, depositing funds to the Account, issuing stop payment orders, closing the Account and withdrawal and receipt of the balance of funds on deposit in the Account. By appointing an authorized signer, an Account owner does not give up any rights to act on the Account. Each Account owner is liable for any transactions of the other signers on the Account. We undertake no obligation to monitor transactions to determine whether they are on an Account owner's behalf. An owner may terminate the authorization of an authorized signer at any time, and the authorization is automatically terminated by the death of the last living Account owner. However, we may continue to honor the transactions of the authorized signer until: (a) we have received written notice or have actual knowledge of the termination of authority of an authorized signer; and (b) we have a reasonable opportunity to act on that notice or knowledge. Unless prohibited by applicable law, the authority of a person who has no ownership interest in the Account and is designated as an authorized signer on the Account, or similar designation of representative authority, will survive the disability, incompetency, or incapacity of the Account owner, and we may rely on the authority of any such person until we receive actual written notice of the revocation of such person's authority by one authorized to revoke the authority and have reasonable opportunity to act on such notice. Each authorized signer is bound by and subject to the terms of this Agreement. We may refuse to accept the designation of an authorized signer.

16. Signatures on Items; Facsimile Signatures. It is your choice to decide whether or not to allow a machine or other device to sign your signature or allow others to sign your signature or to use an electronic signature. You agree that signatures provided by persons authorized to sign on your Account are valid, even if the principal-agent relationship is not indicated on the check or instruction. We will not reimburse you or any other person for items drawn in this fashion by any unauthorized person or by any person who exceeds his or her authority to do so, and we may honor all of these types of items presented to us. If you have opened your Account electronically

or have signed or authenticated Account opening documents electronically, you agree that any written signature that you apply or cause or direct to be applied to any item drawn on your Account is an authorized signature and that we, in paying items drawn on your Account, may refer to and rely on such written signatures on authorized items previously drawn against your Account for signature verification purposes. By using a facsimile check stamping machine, by printing facsimile signatures, by using a facsimile stamp, or by allowing a facsimile signature or electronic signature to be used by any other means, you assume all risk of all possible losses. You acknowledge use of such devices is for your own convenience, and if checks are presented with such signatures, you may ultimately be responsible for any such losses. You hereby indemnify and hold us harmless from all losses resulting from our honoring an item in any instance in which the item bears or purports to bear a facsimile signature resembling a signature on file with us, regardless of by whom or by what means the actual or purported signature was affixed to the item.

Consequently, if you use a procedure or mechanism that causes checks to be drawn on your Account(s) (such as, but not limited to: signature stamp; typed signature; facsimile signature; desktop publishing, digitized, or computer software generated signature; notation; or mark or other form of mechanical symbol (collectively, the "Mark")) that is not the signature that is on the Signature Card that you signed when you opened your Account, you are adopting such Mark as your signature and authorizing us to pay checks upon which the Mark appears or purports to appear. You should understand, however, that it is easier for someone to imitate, duplicate, counterfeit, or gain unauthorized access to, or otherwise manipulate, a form or mechanical signature than it is for someone to imitate, duplicate, counterfeit, or gain unauthorized access to, or otherwise manipulate, a unique and distinctive signature. For this reason, by adopting a form of Mark, you agree you shall have the sole responsibility for maintaining security of the Mark and the device by which the Mark is affixed, and you are assuming all risk of loss resulting from the unauthorized use and or forgery of the Mark, and we will not be liable to you if use of the Mark was unauthorized. Furthermore, you are explicitly authorizing us to pay any and all checks presented against your Account which contain any mechanical signature which reasonably resembles the Mark you have adopted:

- Regardless of whether the Mark is actually that which you have adopted;
- Regardless of how or by whom the Mark was affixed; and
- Regardless of whether the check, which bears or purports to bear the Mark was, in fact, authorized by you.

You are responsible even if the size or color of the Mark is different from that of any signature previously presented to us. You agree to indemnify and hold us and our correspondent banks harmless against any and all losses, damages, claims, liability, costs, and expenses which we or they may suffer arising directly or indirectly out of the misuse, unlawful or unauthorized use of the Mark, regardless of whether you have been negligent. We may pay the withdrawal and may charge your Account for it. You agree to reimburse us (and we may charge your Account) for all claims, costs, losses and damages, including attorneys' fees, that result from our payment of a withdrawal

bearing either a facsimile that resembles or purports to bear your signature or Mark or a facsimile that we believe you authorized. If you use any Mark, you agree to deliver a sample to us upon our request. However, you are still liable for all uses of the Mark, regardless of whether you have provided a sample of the Mark to us.

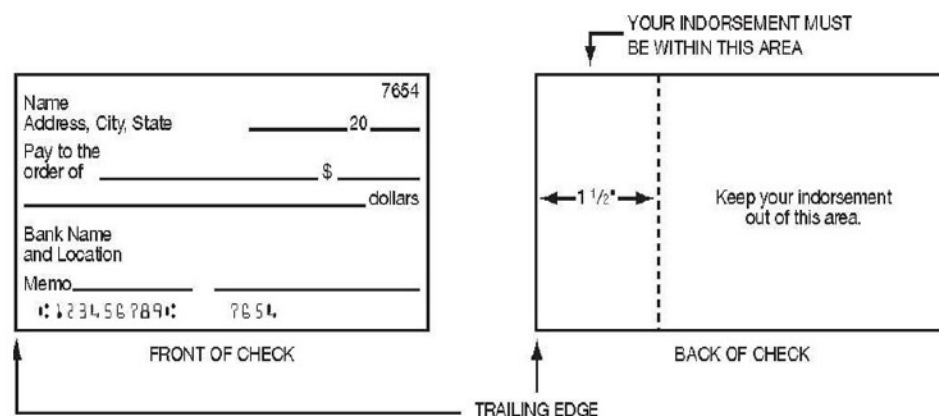
17. Power of Attorney. Unless required by applicable law, we reserve the right to not accept any power of attorney presented to us. If we accept a power of attorney, we may require evidence of the attorney-in-fact's authority to act under it as well as such affidavits, opinions of counsel, medical opinions or indemnifications we deem appropriate. If we accept a power of attorney in connection with a specific request, we still reserve the right to refuse to accept it for any subsequent request, subject to applicable law. If we accept a power of attorney, we may continue to honor the transactions of an agent under a power of attorney until: (a) we have received written notice or have actual knowledge of the termination of the authority granted under the power of attorney or the death of the principal; and (b) we have had a reasonable opportunity to act on that notice or knowledge. We are not required to monitor the action of your agent under a power of attorney or to determine whether the agent is acting within the scope of the power of attorney. All actions taken by your agent under a power of attorney are binding on you, and you agree not to hold us responsible for any loss or damage any Account owner may incur as a result of our following instructions given by a purported agent acting under any purported power of attorney we reasonably determine is valid. To the fullest extent allowed by law, you agree to indemnify the Bank for any wrongful act or use of a power of attorney by an attorney-in-fact acting on your behalf. Except as required by the applicable law, we may require that a power of attorney be executed on a form acceptable to us, that the power of attorney contain language satisfactory to us or that the attorney-in fact present the original power of attorney before we honor the orders or instructions of the attorney-in-fact. We may restrict the types and dollar amount of transactions an attorney-in-fact may conduct. We may terminate acceptance of a power of attorney at any time and for any reason and without notice to any Account owner or any other person. If we honor the orders and instructions of the attorney-in-fact, Account transactions conducted by the attorney-in-fact and the instructions and orders of the attorney-in-fact are binding on all Account owners. We assume no duty to monitor the actions of your attorney-in-fact to ensure that (s)he acts for your benefit. We are not required to accept a durable power of attorney if the Bank would not otherwise be required to engage in a transaction with the principal under the same circumstances. This includes a circumstance in which the agent seeks to establish a customer relationship with the Bank under the power of attorney when the principal is not already a customer of the Bank or expand an existing customer relationship with the Bank under the power of attorney or acquire a product or service under the power of attorney that the Bank does not offer. We may also refuse to accept a durable power of attorney if engaging in the transaction with the agent or with the principal under the same circumstances would be inconsistent with another law of the state or a federal statute, rule or regulation, or be inconsistent with a request from a law enforcement agency, or be inconsistent with a policy adopted by the Bank in good faith as necessary to comply with another law of the state or a federal statute, rule, regulation, regulatory directive, guidance, or executive order

applicable to the Bank. We are also not required to accept a durable power of attorney if the Bank would not engage in a similar transaction with the agent because the person or an affiliate of the Bank has filed a suspicious activity report with respect to the principal or agent or believes in good faith that the principal or agent has a prior criminal history involving financial crimes, or has had a previous, unsatisfactory business relationship with the agent due to or resulting in a material loss to the Bank, financial mismanagement by the agent, or is engaged in litigation between the Bank and agent or if multiple nuisance lawsuits have been filed by the agent. We may also refuse to accept a power of attorney if we have actual knowledge of the death of the principal or termination of the agent's authority or the power of attorney before the agent's exercise of authority under the power of attorney. We may also refuse to accept a power of attorney if we received information that leads the Bank to believe that the principal lacked the capacity to execute the power of attorney at the time of its execution. We may also refuse to allow use of a power of attorney if the agent refuses to comply with the request for certification, opinion of counsel, or translation, or if the agent complies with one or more of those requests, the Bank in good faith is unable to determine the validity of the power of attorney or the agent's authority to act under the power of attorney because the certification, opinion, or translation is incorrect, incomplete, unclear, limited, qualified, or otherwise deficient in a manner that makes the certification, opinion, or translation ineffective for its intended purpose, as determined in good faith by the Bank. We may also refuse to accept the power of attorney regardless of whether an agent's certification, opinion of counsel, or translation has been requested or received by us if we believe in good faith that the power of attorney is not valid, the agent does not have the authority to act as attempted, or the performance of the requested act would violate the terms of business entities governing documents or an agreement affecting the business entity including how the entity business is conducted.

We may also refuse to accept a power of attorney if a person has commenced, or the Bank has actual knowledge that another person commenced, a judicial proceeding to construe the power of attorney or review the agent's conduct and that proceeding is pending. We may also refuse to accept a power of attorney if we have knowledge that someone has commenced, or has actual knowledge that another person commenced, a judicial proceeding for which a final determination was made that found the power of attorney invalid with respect to a purpose for which the power of attorney is being presented for acceptance, or the agent lacked the authority to act in the same manner in which the agent is attempting to act under the power of attorney. We may also refuse a power of attorney if the Bank has made, or has actual knowledge that another person has made, a report to a law enforcement agency or other federal or state agency stating a good faith belief that the principal may be subject to physical or financial abuse, neglect, exploitation, or abandonment by the agent or a person acting with or on behalf of the agent. We may also refuse to accept a power of attorney if the Bank receives conflicting instructions or communications with regard to a matter from co-agents acting under the same power of attorney or from agents acting under different powers of attorney signed by the same principal or another adult acting for the principal. We may also refuse to accept the durable power of attorney if per the law of the jurisdiction that applies in determining the power of attorney's meaning and effect, or the powers conferred

under the durable power of attorney that the agent is attempting to exercise are not included within the scope of activities to which the law of that jurisdiction applies. We may also refuse to accept a springing power of attorney, especially if the Bank cannot determine to its satisfaction whether the contingency triggering the effectiveness of the power of attorney has occurred. We may also refuse to accept a power of attorney if it expires at some point in the future, particularly where the expiration is contingent on an event the occurrence of which the Bank would have no knowledge. If the Bank originally accepts a power of attorney and if facts or circumstances change, the Bank reserves the right to refuse to honor the power of attorney for future requests to conduct business under the power of attorney in the future without incurring liability to you, and the Bank has absolute discretion in making this decision. The Bank also may require additional information or documentation from you or the attorney-in-fact that we deem to be sufficient, again in the Bank's sole and absolute discretion. The Bank may require you or the attorney-in fact to satisfy any questions or concerns it may have regarding a power of attorney submitted to the Bank.

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



It is important that you confine the indorsement information to this area since the remaining blank space will be used by others in the processing of the check to place additional needed indorsements and information. The automated processing of the large volume of checks we receive likely will prevent us from inspecting or looking for restrictive indorsements or other instructions on every check. The payee's signature accompanied by the words "for deposit only" is an example of a restrictive indorsement. For this reason, we are not required to honor any restrictive indorsement or other instructions placed on items you write or otherwise present for payment. You agree that you will indemnify, defend, and hold us harmless for any loss, liability, damage or expense that occurs because your indorsement, another indorsement or information you have printed on the back of the check obscures our indorsement. These indorsement guidelines apply to both personal and business checks.

19. Abandoned, Inactive, or Dormant Accounts; Escheatment. If you have not made a withdrawal from, or a deposit to, your Account for an extended period of time and we have been unable to contact you, your Account may be classified by us as dormant Account. Subject to applicable law, we may charge a dormant Account fee on the Account, and the Account will be presumed to be abandoned. In accordance with applicable Texas law, funds in abandoned Accounts will be remitted as unclaimed property to the custody of the Texas State Comptroller's Office (or any subsequently applicable state agency), and we will have no further liability to you for such funds. We reserve the right not to send statements on Accounts we consider dormant. More specifically, if you do not use your Account or notify us as required herein of your current contact information, or if statements or notices we send to you are returned undelivered, we may presume your Account and deposits are abandoned after the passage of time specified by applicable law. We may also consider your Account dormant or inactive in accordance with our internal policies and procedures or the applicable state law governing your Account. Unless prohibited by applicable law, abandoned and dormant Accounts are subject to reasonable service charges in addition to any other charges applicable to your Account, which we may deduct or offset from your Account. If your Account is deemed inactive or dormant under our policies and procedures or applicable state law, we also may refuse to pay items drawn on or payable out of the Account, stop sending Account statements (but such statements would still be made available to you), or stop paying interest on the Account. Ask us if you want further information about the period of time or type of inactivity that will cause your Account to be inactive, dormant, or otherwise abandoned as different states could have different rules. Accounts that are presumed abandoned may be escheated to the state in which the Account is maintained or in the state of the last known address, subject to applicable law. Once the funds are escheated to the state, we are no longer liable or responsible for the funds, and you must pursue recovery of such funds solely from the state to which they were escheated. You may or may not be able to get some or all of the funds back from the state to which they are surrendered, and you will likely have to pay additional fees or costs to get back such funds. You agree that the Bank is not liable to you for any funds that escheat to a state whether voluntarily or in response to an audit by or on behalf of state agency charged with enforcement of its escheatment laws.

20. Death or Incompetence. You agree to notify us promptly in writing if any person with a right to withdraw funds from your Account(s) dies or is adjudicated incompetent. We will presume you or anyone acting on your behalf or acting on behalf of a co-owner or authorized agent for the Account is competent unless we receive notice of an adjudication of incompetency from a court, even if a Bank employee has personal knowledge of your possible incompetency and even if we receive documentation from a medical doctor. We may continue to honor your checks, items, and instructions until we receive such written notification or until ordered otherwise by a person claiming to have an interest in the Account, the Bank receives evidence satisfactory to it that such order or request is valid, and the Bank has a reasonable opportunity to act on such order or requests. Notwithstanding the foregoing, we may pay checks drawn on or before the date of death or adjudication of incompetence unless stop payment orders are placed by one with authority to place such order.

21. Transaction Instructions; Restrictions; Breaches of Your Security. Unless required by law or in an instance where we have agreed otherwise in writing, we are not required to act upon instructions you give us via facsimile transmission, via a telephone call, leave by voice mail, send by text or instant message, send by email, or delivered by any other non-personal method of delivery, even if we have acted on instructions received by these means in the past. Any acceptance by us of instruction received through these means in the past does not establish a course of conduct or dealing and does not obligate us to accept them in the future. We are not responsible for the security of your internet, email, chat, or your other electronic communication systems (your communication systems). If a breach of one or more of your communication systems, whether physical or electronic, occurs or if unauthorized access to one or more of your communication systems or Accounts results in the issuance or alteration of transaction instructions that we receive (whether from you or a "hacker" or other unauthorized person who is manipulating one or more of your communication systems), you assume all risk of loss on such transactions, and you agree that we have no liability for any losses you sustain and you agree that you do not hold us responsible for such transactions. We may or may not ask you to implement additional security precautions as we deem sufficient.

22. Stop Payments. You may ask us to stop payment on individual checks, or on two or more checks with consecutive numbers, if the item or items have not already been paid. A stop payment order must be received in time and with adequate information to give us a reasonable opportunity to act on it in the normal course of business. Additional limitations on our obligation to stop payment are provided by law. A stop payment order must precisely identify the Account number, check number, date, and amount of the item, and the payee. The information must also be accurately reflected on the magnetic ink character recognition (MICR) line of the check. You agree that we cannot stop payment on the check if the information on the MICR line is incomplete or incorrect. You may request a stop-payment order in person by visiting one of our branches, a list of which can be found at www.susserbank.com. You may also request a stop-payment order by calling 817-987-2400. If you attempt to issue a stop-payment order by telephone, we will confirm your stop-payment order in writing and the information in our confirmation will be presumed accurate and complete unless

you notify us of an inaccuracy within fourteen (14) days after we send you the confirmation notice. If you do not receive the confirmation notice in a timely manner, please let us know and request it again. Stop payments on checks are effective for 180 days. You must place a new stop payment if you do not want us to pay the check after the previous stop payment order expires. You will be charged a fee every time you request a stop payment, even if it is a renewal of a previous stop payment request. You could also decide to close the Account. You understand that we may accept or cancel the stop payment request from any of the owners or authorized signers of the Account regardless of who signed the check or authorized the transfer. Our acceptance of a stop payment request does not constitute a representation by us that the item has not already been paid or that we have had a reasonable opportunity to act on the request.

If we have not already paid an ACH debit from your Account, then at your request and risk we may accept a stop payment order on it. The stop payment order takes effect within three (3) business days after we receive sufficient detail to place the stop-payment and have a reasonable opportunity to act on it in the normal course of business. If you issue a stop-payment order by telephone, we will confirm your stop-payment order in writing and the information in our confirmation will be presumed accurate and complete unless you notify us of an inaccuracy within fourteen (14) days after we send you the confirmation notice. If you do not receive the confirmation notice in a timely manner, please let us know and request it again. Otherwise, your order is effective for 180 days; provided, however, for recurring ACH debits on consumer Accounts, we keep a stop-payment order you place on recurring ACH debits in effect until the longer of either 180 days or until we believe the merchant has stopped submitting the recurring ACH debit. To place a stop payment order on an ACH debit, we may require you to provide your name and telephone number, the type of Account (checking or savings), the Bank name and company identification number used by the sender of the ACH debit. You can obtain the Bank name and company identification number used by your sender from your statement by looking at a prior ACH debit from this sender that posted to your Account. If you give us the wrong company identification number or if any other information you provide is not accurate, we may pay the transaction.

If the information you provide us for any stop payment is incorrect or incomplete (i.e. if the information is not sufficient for us to match the check or ACH debit on which you wish to stop payment) or if the item on which you place a stop-payment order does not contain magnetic-encoded check number, our computer system may not be able to match the check or ACH debit with the stop payment request prior to such check or ACH debit posting to your Account. If we are subsequently able to identify the check or ACH debit as a match to your stop payment request during our reconciliation process, despite the missing or incorrect information (each such matched check or ACH debit, a "Matched Stop Payment Item"), we may be able to try to then reverse the posting of the Matched Stop Payment Item and re-credit the funds to your Account on the next business day after it posted. During the interim between posting and re-credit, however, your available balance will be reduced by the amount of the check or ACH debit that was posted and you will not have access to such funds. You agree that we will not be liable to you for wrongful dishonor of any NSF item (i.e. any check, debit card transaction, ATM card transaction, ACH

transfer, withdrawal or other debit item) that is not paid by us or is returned by us unpaid due to insufficient funds during the period of time between the posting and re-credit of the Matched Stop Payment Item, nor will we be liable for or obligated to waive any NSF or overdraft fee that may be charged to your Account as a result of our return or payment of such NSF item. We are not required to notify you when the stop-payment order expires, after which time any item we honor or pay will be deemed conclusively paid and you waive any claim to the contrary. If we refuse to pay an item pursuant to your stop-payment order, you release us and hold us harmless from all costs and expenses incurred by us, including our attorney's fees, resulting from our refusal to pay the item. If we re-credit your Account after paying an item over a valid stop-payment order, you agree to assign or otherwise transfer to us in writing all of your rights you have against the payee or holder of the item. You further agree to assist us in any legal action we may take against such payee or holder. If we fail to honor a valid stop-payment order, we reserve the right to require you to demonstrate to our reasonable satisfaction the amount of your loss and we may only be liable to you for the lesser of the amount of the loss or the amount of the item. You do not have the right to stop payment on an official check, a cashier's check, a teller's check, a certified check, a money order or a traveler's check you have purchased from us, except as expressly stated below.

23. Lost, Destroyed, or Stolen Certified, Cashier's or Teller's Checks. Certified, cashier's, or teller's checks are instruments on which the Bank is or may be obligated to pay, so you generally do not have a right to stop payment on these instruments. However, under some circumstances you may be able to assert a claim for the amount of a lost, destroyed, or stolen certified, cashier's or teller's check. To assert the claim: (a) you must be the remitter (or drawer of a certified check) or payee of the check; (b) we must receive notice from you describing the check with reasonable certainty and asking for payment of the amount of the check; (c) we must receive the notice in time for us to have a reasonable opportunity to act on it; (d) you must give us a declaration (in a form we require) of your loss with respect to the check; and (e) you agree to indemnify the Bank from future losses regarding the check. You can ask us for a declaration form. Even if all of these conditions are met, your claim may not be immediately enforceable. We may wait to pay the check until the ninetieth (90th) day after the date of the check (or date of acceptance of a certified check). Therefore, your claim is not enforceable until the ninetieth (90th) day after the date of the check or date of acceptance, and the conditions listed above have been met. If we have not already paid the check, on the day your claim is enforceable we become obligated to pay you the amount of the check. We will pay you in cash or issue another certified check. At our option, we may pay you the amount of the check before your claim becomes enforceable. However, we will require you to agree to indemnify us for any losses we might suffer. This means that if the check is presented after we pay your claim, and we pay the check, you are responsible to cover our losses. We may also require you to provide a surety bond to assure that you can pay us if we suffer a loss.

24. Backup Withholding/Taxpayer Identification Number and Certification. Federal tax law requires us to report interest payments we make to you of \$10 or more in a year, and to include your taxpayer identification number (TIN) on the report (the taxpayer identification number is your

social security number if you are an individual). Interest includes dividends, interest and bonus payments for purposes of this rule. Therefore, we require you to provide us with your Taxpayer Identification Number and to certify that it is correct. In some circumstances, federal law requires us to withhold and pay to the IRS a percentage of the interest earned on funds in your Accounts. This is known as backup withholding. We will not withhold interest payments when you open your Account if you certify your Taxpayer Identification Number and certify to us that you are not subject to backup withholding due to underreporting of interest. There are special rules if you do not have a Taxpayer Identification Number but have applied for one, if you are a foreign person, or if you are exempt from the reporting requirements. We may subsequently be required to begin backup withholding if the IRS informs us that you supplied an incorrect Taxpayer Identification Number or that you underreported your interest income.

25. Verification; Notice of Negative Information; Notification Requirement of Any Possible Inaccurate Credit Reporting. You authorize us to request reports from various credit bureaus, consumer reporting agencies or other sources, including, but not limited to, credit and check reporting agencies, to investigate or verify any information provided to us or for any other purpose permitted by applicable law. You also authorize us to possibly obtain or otherwise verify your employment information. More specifically, you authorize us to request and obtain one (1) or more credit reports about you from one (1) or more credit reporting agencies for the purpose of considering your application for the Account, reviewing or collecting any Account opened for you, or for any other legitimate business purpose. You authorize us to disclose information about your Account to a credit reporting agency if your Account was closed because you have abused it. In addition, federal statutes permit us to report information about your Account to credit bureaus, and you hereby consent for us to do so. Late payments, missed payments, overdrafts or other defaults on your Account may be reflected in your credit report. Additionally, we may require you to confirm information provided to us or to provide us with additional information we deem necessary to maintain your Account. You agree to respond to requests to confirm information provided to us or to provide us with additional information we request within thirty (30) days of such request. If you fail to respond to our request for confirmation or for additional information, we may limit or suspend any access to your Account, refuse to permit any transactions on your Account, or take such other action we deem, in our sole and absolute discretion, appropriate or legally required. We will not be liable to you for any action we take pursuant to this section, including, but not limited to, any liability arising from wrongful dishonor of any item. Federal law may require us to provide the following notice to customers before any negative information may be furnished to a nationwide consumer reporting agency. Negative information includes information concerning delinquencies, overdrafts or any form of default. This notice does not mean that we will be reporting such information about you, only that we may report such information about customers that have not done what they are required to do under our Agreement. After providing this notice, additional information may be submitted to a nationwide consumer reporting agency without providing you another notice. We may report information about your Account to credit bureaus. Late payments, missed payments or other defaults on your Account may be reflected in your credit report. If

you ever feel that the Bank has improperly reported potentially derogatory or inaccurate credit information about your Account, credit card or other relationship with the Bank, you will notify the Bank by calling 817-987-2400 and sending written notice to the Bank. You also agree to contact the credit reporting agency and make a request to that agency to correct any possible improper credit reporting. We may require that you detail the alleged improper reporting in writing, and you will also provide backup information to show how and why you believe the reporting is inaccurate or improper. Depending on the credit reporting bureau or credit reporting service, you agree to follow administrative procedures in order to contest or amend any purportedly improper credit reporting as allowed by various credit reporting services before bringing any claims against the Bank. You also agree to provide a copy of your attempts to use the administrative procedures that allow you to change any purported improper credit reporting. Please understand that the Bank does not control any credit reporting service or credit reporting bureaus, and the Bank can only request (but cannot make or guaranty) changes to same. Before filing any type of lawsuit, consumer complaint or legal proceeding, you agree to request that the Bank and you file a joint letter requesting the requested change to the credit reporting.

26. Changing Account Products. We may, in our sole discretion, change your Account to another type of Account or product offered by us at any time by giving you notice that your Account will not be offered or will be changed to another product on a specified date. If you do not close your Account before the date specified in the notice, we may change your Account to that other product on the date specified in the notice. Your continued use of the new product, service or Account is your agreement to use said new product, service or Account and be bound by any new or changed terms, rules or agreements governing same.

27. Legal Actions Affecting Your Account. We may comply with any "legal process" such as, without limitation, a writ of attachment, execution, garnishment, levy, restraining order, subpoena, seizure, warrant, administrative order (including child support orders), or other legal process which we believe (correctly or otherwise) to be valid. Please understand that such legal process is the result of a third-party undertaking such actions, and the Bank may need to freeze your Account or take the requested action contained in the legal process documents sent to the Bank. We may place a hold on an Account or freeze some or all of the funds in an Account while we investigate the legal issues and take action we deem necessary to comply with same. You consent that we may freeze those funds to conduct an investigation if the Bank deems it appropriate. It is your responsibility to obtain your own attorney to review and protect your rights and to take action to respond to the legal process to obtain the revocation or withdrawal of the legal process provided to the Bank. If we are not fully reimbursed for our record research, photocopying and handling costs by the party that served the legal process, we may charge such costs to your Account, in addition to our minimum legal process fee. You agree to reimburse us for any cost or expense, including attorney fees, which we incur in responding to legal process related to your Accounts. We may not pay interest on any funds we hold or set aside in response to legal process. You agree that we may honor legal process that is served upon the Bank regardless of the method of service or where your

Account or records are maintained. If a bankruptcy or similar proceeding is filed by or against any Account owner, we may place an administrative hold on all or part of the Account balance in which that particular Account owner has an interest while we investigate and or pursue any legal action we deem necessary in connection with the bankruptcy filing. Any legal process we receive is subject to our right of setoff and terms of any security interest we have in the Account. You acknowledge that Accounts opened with trust or fiduciary designations (e.g. XYZ, Inc. - Client Trust Account) may be subject to levies and other legal process against your property unless our records clearly reflect the existence of an express written trust or court order. If the Bank feels that it needs to take actions to freeze an Account, disburse money from an Account, or provide requested documents, it is your responsibility to obtain a court order to stop the Bank from taking the requested actions. Even if a court agrees with your position, the Bank can still undertake its own actions, including possibly interpleading or initiating a similar proceeding or requiring an agreement to be reached by all of the parties or claimants involved in the dispute. Notwithstanding any and all of the above, we may do any of these things without advance notice to you and even if the legal process involves less than all of the signers or owners of an Account. Additionally, legal process served on the Bank will likely cause the Bank to decide that there are conflicting demands or disputes to the funds in the Account, and the Bank can also undertake the other actions identified herein where the Bank is receiving conflicting demands regarding an Account. You agree that we will not be liable to you or to any other person for acting or not acting on any such legal process or for acting or not acting on the directions of any such representative or for placing or not placing temporary or permanent holds, and you indemnify us from and against any and all claims arising from or in any way relating to such action or inaction.

28. Duty of Care. You agree that no special relationship exists between you and the Bank and that the Bank owes you no fiduciary duty or heightened duty of care.

29. Check Storage and Copies. You agree that you will not receive your canceled checks. We may store images of your canceled checks or copies of them for a reasonable retention period. You may request copies of the images from us in the manner we require, and all copies you request are subject to research and copy fees.

30. Check Cashing. We may charge a fee for anyone that does not have an Account with us who is cashing a check, draft or other instrument written on your Account. We may also require reasonable identification to cash such a check, draft or other instrument. We can decide what identification is reasonable under the circumstances and such identification may be documentary or physical and may include collecting a thumbprint or fingerprint. We reserve the right to refuse to cash a check, draft or other instrument drawn on us at one of our branches if: (a) we are suspicious about the transaction or the authority of the person presenting the check; (b) we have not received identification of the person cashing the check to our reasonable satisfaction; (c) our computers are not working at the time the check is presented; (d) it is made payable to a non-natural person as payee; (e) the amount of money exceeds any internal check cashing limit we may have at the

branch where the check is presented or otherwise exceeds or materially reduces the cash on hand to operate the branch; or (f) for any other reason we deem reasonable under the circumstances. You agree that our refusal to pay cash on such an item does not constitute a wrongful dishonor. You agree to promptly pay the requesting party the amount in dispute, indemnify the Bank or otherwise handle the issues if demand is ever made upon us to pay the item.

31. Interest-Bearing Checking Accounts. We may choose, in our sole discretion, to offer interest-bearing Personal Accounts, and interest-bearing Business Accounts (Accounts for sole proprietors, business partnerships, professional associations, limited liability companies, for-profit corporations, non-profit entities and governmental units). In addition, if we offer interest-bearing Accounts, such Accounts may also be held by a for-profit organization serving in a fiduciary or trustee capacity for a person or an entity that is itself permitted to hold an interest-bearing checking Account, and by an organization that is operated primarily for religious, philanthropic, charitable, educational, or other similar purpose.

32. Security. It is your responsibility to protect the Account numbers, PIN codes, access codes, passwords, and access devices (e.g., checks, debit and ATM cards, mobile phones, tablets, computers, and security tokens) provide for or used in connection with your Account(s). Do not discuss, compare, or share information about your Account number(s) or credentials with anyone unless you are willing to give them full use of your money. An Account number can be used by thieves to issue an electronic debit or to encode your number on a false demand draft which looks like and functions like an authorized check. If you furnish such information or access device to another person (for example, a family member, friend, bookkeeper or coworker, etc.) to conduct transactions, you are liable for transactions done by such person, regardless of whether the actions taken by such third party exceed the authority given. Your Account number can also be used to electronically remove money from your Account, and payment can be made from your Account even though you did not contact us directly and order the payment. You must also take precautions in safeguarding your Account information and access devices. Notify us at once if you believe your Account information or access devices have been compromised. You can contact the Bank by calling **817-987-2400** or visiting one of the Bank's locations, a list of which can be found at www.susserbank.com. As between you and us, if you are negligent in safeguarding your Account information or access devices, to the maximum extent allowable by applicable law, we may require you to bear the loss entirely yourself or at least share the loss with us. Except for consumer electronic funds transfers subject to Regulation E, or as otherwise prohibited by law, you agree that if we offer you services appropriate for your Account to help identify and limit fraud or other unauthorized transactions against your Account, such as positive pay or commercially reasonable security procedures, and you reject those services, or do not otherwise obtain said products or services you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services we offered, unless we acted in bad faith or to the extent our negligence caused the loss. If we offered you a commercially reasonable security procedure which you reject, or do not otherwise obtain said products or services, you agree that you are responsible

for any payment order, whether authorized or not, that we accept in compliance with an alternative security procedure that you have selected.

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

You warrant and agree that for every remotely created check we receive from you or persons acting on your behalf for deposit or collection:

- e. you have received express and verifiable authorization to create the check in the amount and to the payee that appears on the check;
- f. you will maintain proof of the authorization for at least 3 years from the date of deposit of such check, and supply us the proof if we ask; and
- g. if a check is returned you owe us the amount of the check, regardless of when or why the check is returned.

We may offset funds from your Account to pay the amount you owe us, and if there are insufficient funds in your Account, you still owe us the remaining balance. The Bank may allow its customers to deposit remotely created checks as a convenience and may require a separate written agreement regarding such authorization. If the Bank faces a loss as a result of such remotely created checks, you assume any and all risk of loss for such transactions and agree to indemnify the Bank with regard to any loss the Bank may face or sustain (as well as attorney's fees and costs) as a result of such transactions. Additionally, the Bank may discontinue allowing these types of transactions at any time without notice. You agree to notify us in writing in advance if you intend to process remotely created checks.

34. Monitoring and Recording Telephone Calls; Consent to Receive Electronic Communications. You agree and are aware that we may monitor or record phone calls with you for security reasons, to maintain a record and to ensure that you receive courteous and efficient service, and for various other reasons, you consent in advance to any such recording. We need not remind you of our recording before each phone conversation. You agree and are aware that the Bank and any of its current and former parent(s), subsidiaries, affiliates, employees, officers, directors, agents, controlling persons and representatives, as well as any other person or company who provides any services, and for various other reasons in connection with an Account (each a "Communicator") may monitor and record telephone calls regarding your Account to assure the quality of service or for various other reasons. You also agree that we may record any online sessions you have conducted on our IT systems. Additionally, we may use a digital biometric recording and representation of your voice

for authentication of their accounts. You also agree that any Communicator may call you, using an automatic telephone dialing system or otherwise, leave you a voice, prerecorded, or artificial voice message, or send you a text, e-mail, or other electronic message to service your Account, to collect any amounts you may owe under your Account or for other informational purposes related to your Account (each a "Communication"). You agree that any Communicator may call or text you at any telephone number that you provide in connection with your Account, including cellular telephone numbers, and may send an e-mail to any email address that you provide in connection with your Account. You also agree that any Communicator may inadvertently include your personal information in a Communication, and you agree to let us know in writing if this occurs to prevent such future Communications. You agree that the Bank will not charge you for a Communication, but your service provider may. In addition, you understand and agree that any Communicator may always communicate with you in any manner permissible by law that does not require your prior consent. If you wish to revoke your consent to be contacted at any cellular telephone number using an automatic telephone dialing system and/or an artificial or prerecorded message, you must notify the Bank in writing, and call the Bank at 817-987-2400, whereby you will identify your name, the Account(s) affected by your notice, and your cellular telephone number(s). You further agree that if you no longer own a cellular telephone number or if you change a residential telephone number to a cellular telephone number, you will notify the Bank immediately by calling the number above and provide written notice to the Bank.

When you give a telephone number directly to us or place a telephone call to us, you consent and authorize us to place calls to you at that number. You understand that a "telephone number" includes, but is not limited to, a cell phone or other wireless device number, and "calls" include, but are not limited to, telephone calls, pre-recorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system from us or our affiliates and agents. As examples, we may place calls to you about fraud alerts, deposit holds, and amounts you owe us (collection calls) on your Accounts. This express consent applies to each telephone number that you provide to us now or in the future and permits such calls regardless of their purpose. Calls and messages may incur charges from your communications provider. You may change or remove any of the telephone numbers or email addresses at any time by calling 817-987-2400 or visiting one of the Bank's locations, a list of which can be found at www.susserbank.com. You must also send the Bank a written notice to confirm said information.

In other words, in order to serve you better, and for quality assurance and other purposes, we reserve the right, but are not obligated to, record any customer service communications, including any telephone calls between you and the Bank, and you consent to any recording. You also understand that supervisory personnel may randomly monitor customer service telephone conversations to ensure that you receive accurate, courteous and fair treatment, or for our own business purposes. If you are a Business Account customer, you expressly grant permission for Bank to monitor and record calls made by any of your employees regarding your Account(s). You also agree that the bank can record Zoom communications or similar communications, and you

consent to voice biometrics and video recordings of all interactions with our website or other video recordings of any kind.

Consent to Autodialed and Prerecorded Phone Calls and Text Messages; Consent to Fraud Alert Text Messages and Email Communications; Consent to Geo-Location Based Fraud Prevention and Consent to Voice Biometrics and video recordings and video recordings of all interactions with website or other video recordings of any kind. By entering into this Agreement, you agree that you are providing your express consent for Susser Bank and any Susser Bank third-party service provider to call you, text message you, or both at any phone number (including any mobile phone number) you provide to us or any of our third-party service providers using auto-dialed phone calls, prerecorded phone calls, or both for any or all of the following reasons: (i) transactional purposes; (ii) informational purposes; (iii) to provide account alerts; (iv) to provide servicing information; (v) fraud prevention purposes; and (vi) any other purposes provided for in this Agreement or in any other applicable Susser Bank agreements, including, but not limited to, the Susser Bank Privacy Statement. If you change any phone number you have provided to us or any of our third-party service providers, for any reason, you agree to immediately notify the Bank to ensure that the above communications are not interrupted or inadvertently delivered to another recipient who may be reassigned your prior phone number. For instructions on how to change your phone number, you may contact Susser Bank customer service at 817-987-2400.

Susser Bank is committed to providing you various fraud protection services and tools and hopes you utilize same. The capability and availability of these services and tools are constantly evolving. We may in future utilize or offer certain geo-location fraud prevention services.

By entering into this Agreement, you understand, agree and expressly consent to our use of your unique mobile device ID, IP address for your laptop or desktop computer, your device's location services, and any security tokens or cookies that we may place on such mobile or other devices, in order to monitor transaction location and activity for our fraud prevention purposes.

35. Subaccount Organization. On checking Accounts, federal regulations allow the Bank to create transaction and savings sub-accounts which exist only on the books of the Bank and which allow the Bank to make transfers at the close of each working day. This puts the Bank in a more favorable position concerning reserve requirements and ultimately allows us to maintain the most competitive pricing on your checking Account. The activity of the sub-accounts will not be reflected on your bank statement and will not affect your Account balance or the interest, fees and features of your checking Account.

36. Unlawful, Illegal, or High-Risk Transactions. You agree that you will not use your Account for any transaction that is illegal in the jurisdiction where the Account is opened, the jurisdictions where you live, the jurisdiction where the transaction is consummated, or in any other jurisdiction affected by the transaction. You agree that it is your responsibility to determine the legality of each of your

transactions in all applicable jurisdictions before entering into the transaction. You acknowledge and agree that we have no obligation to monitor, to review, or to evaluate the legality of transactions involving your Account. You also agree that you will not use your Account in connection with any Internet or online gambling transaction, or transactions involving cannabis products, whether or not gambling or cannabis are legal in any applicable jurisdiction. For example, you certify that you will not use your Account or do any banking transactions for any illegal purposes or activity including but not limited to those activities prohibited under the applicable federal or state law. You further represent and warrant that all transactions undertaken by you or on your behalf are legal and not in violation of any other laws. To the fullest extent permitted by law, you agree to pay for any item that you authorized, even if the transaction related to that term is determined to be illegal. We also reserve the right to refuse or return any item that we believe is related to an illegal transaction, an internet or online gambling transaction, or a high-risk or otherwise illegal transaction, including, but not limited to, any transaction presented against your Account that we reasonably believe is related to the purchase, sale or exchange of any decentralized, non-fiat virtual currency, cryptocurrency, or any other digital currency or money that relies on distributed ledger or blockchain technology, and you agree that we shall have no liability to you whether we decline to pay or whether we pay any such item.

More specifically, except as otherwise disclosed in writing to us, you represent that you are not engaged in the production, manufacturing/refinement, distribution or sale of industrial hemp or industrial hemp-derived products (such as products containing CBD oil) that are not classified as Schedule I drugs under the federal Controlled Substances Act. You further represent that, except as otherwise disclosed in writing to us, you do not derive any of your income from entities that are engaged in the production, manufacturing/refinement, distribution or sale of industrial hemp or industrial hemp-derived products (such as products containing CBD oil) that are not classified as Schedule I drugs under the federal Controlled Substances Act, either directly or indirectly (including, but not limited to, rental property income). If you are engaged in any of the activities described above, you must disclose such fact prior to opening your Account with us, we reserve the right to request proof of current certifications or licensing for such activities, as well as any other diligence information that we may reasonably require, and we reserve the right to deny you an Account based on such activity. You also understand and agree that we may terminate your Account immediately if you become engaged in any of the activities described in this paragraph during the course of your relationship with us.

37. Indemnification. In addition to the indemnification protections addressed elsewhere in this Agreement, if we take action in reliance on instructions or orders provided by you or anyone with authority to act on your behalf, or if we take any actions permitted under this Agreement, or if you breach any warranty provided in this Agreement or otherwise provided by law, and we incur any loss, damage, liability, cost or expense (including attorneys' fees and costs), resulting from any demand, action, suit, claim, or proceeding brought or made by any party, you hereby release us from any claims and indemnify and hold us harmless from and

against any such liability, loss damage, cost or expense.

Additional General Indemnification. Except as otherwise set forth in this Agreement, you agree to indemnify, defend and hold us harmless from all claims, actions, proceedings, fines, costs and expenses (including without limitation, attorney fees and costs) related to or arising out of: (a) your actions and omissions in connection with your Accounts or our services; and (b) our actions and omissions, provided that they are taken/omitted in accordance with this Agreement or your instructions. This provision shall survive the termination of this Agreement.

38. LIMITATION OF LIABILITY AND OR WAIVER OF RIGHT TO PROCEED AGAINST US FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES. BY ENTERING INTO THIS AGREEMENT, TO THE MAXIMUM EXTENT ALLOWED BY LAW, YOU WAIVE THE RIGHT TO RECOVER, AND AGREE THAT WE SHALL NOT BE LIABLE FOR SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES FOR ANY ACTION OR INACTION ON OUR PART REGARDING YOUR ACCOUNT OR YOUR BANKING RELATIONSHIP WITH US, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU DO NOT AGREE TO THIS TERM, NOTHING PREVENTS YOU FROM CLOSING YOUR BANK ACCOUNT AND OR ENDING YOUR RELATIONSHIPS WITH US. In other words, you expressly agree that damages in respect of any breach or wrongful conduct (whether or not the claim therefore is based on contract, tort, or other duty imposed by law), in connection with, arising out of, or in any way related to the transactions contemplated by this Agreement, or any Accounts, item, or instrument related to this Agreement, or any act or omission or event occurring in connection herewith or therewith shall be limited to your or our actual damages and shall not include any special, indirect, consequential, or punitive damages.

39. Collection Costs. You are liable for all amounts charged to your Account, including all amounts charged to your Account that cause an overdraft situation. Such amounts will include any amounts caused by debits to your Account, and or any other situations, including an offset (setoff), overdraft situation, lien or other fee or charge situation. If the Bank takes court action or initiates arbitration against you to collect such amounts or undertakes other demands, you will be liable for all costs, charges, and fees, including attorney's fees and costs. In the case of a joint Account, or an Account with more than one owner or authorized signer, each Account owner and authorized signer will be jointly and severally liable for all amounts charged to the Account regardless as to which owner actually caused the Account to be in an overdraft situation.

ACH Transactions; International ACH Transactions. From time to time, you may be a party to an ACH transaction that may be credited to or charged against your Account. You agree that you are bound by all applicable automated or other clearing house rules and regulations that apply to such transactions. Some transactions may be converted to ACH transactions by merchants with whom you conduct transactions. Merchants converting checks into ACH transactions at the point of sale should return the voided check to you, and you should dispose of it in a secure manner.

Merchants receiving your check by mail should give you notice of the conversion to an ACH item and should destroy the check following conversion. If a merchant converts a check you write into an ACH transaction, then that item will be collected electronically and charged against your Account and that may happen more quickly than a typical transaction with a paper check. You should only write a check if you have sufficient funds in the account to immediately pay the check. For ACH transactions, you: (a) will not receive any copy of a cancelled check with your monthly statement; (b) your ability to place a stop payment will be limited or may be eliminated; and (c) your Account will need sufficient available funds to cover the debit. Whether your check is converted to an ACH item by the merchant at the point of sale or at the merchant's lockbox, a description of the transaction will appear on your periodic statement from us. Financial institutions are sometimes required by law to scrutinize or verify any international ACH transaction that they receive against the Specially Designated Nationals list of the Office of Foreign Assets Control. This action may, from time to time, cause us to temporarily suspend processing of an International ACH Transaction and potentially affect the settlement or availability of such payments.

40. Force Majeure. We are not liable to you or any other party for loss or damage to you by our failure to perform any obligations to you under the Agreement or applicable law if such failure arises out of or in any way relates to reasons beyond our reasonable control, including, but not limited to, natural disasters, acts of God, pandemics, war, civil unrest, terrorism, internet or telecommunications failures, system failures, computer failures, electrical outages, fire, flood, hurricane, earthquake or other catastrophe.

41. Governing Law. This Agreement is governed by the laws of the state in which your Account is established and by all applicable federal laws, rules, and regulations. We reserve all of our rights with respect to the preemptive effect of any applicable federal laws, rules, or regulations. All rights we have under the Agreement and applicable law are cumulative and not exclusive.

42. Service Charges; Other Charges. You acknowledge that you have been provided our current schedule of service charges and, if applicable, interest rates for your Account. You agree that all service charges and any interest rates applicable to the Account may be changed by us from time to time as set forth in this Agreement or other schedules. You agree that we may debit from your Account, even if your Account is dormant, abandoned, or unclaimed, without any further notice or demand, all service charges applicable to your Account, as well as charges for the purchase of checks, drafts, and other products or services ordered by you from or through us. You agree that if your Account is closed during a statement cycle, at the time the Account is closed, we may require payment of all service charges not yet posted to your Account for that statement cycle. We shall not be liable for failing to pay any item presented against your Account if the available balance is insufficient to pay the item because of the debiting these service and other charges from your Account.

Except as limited by law, you agree to pay us the fees and charges shown in the schedules

applicable to your Accounts and for other services we perform. You agree that we may change the fees and charges from time to time and you authorize us to charge your Account for their payment even if the charge results in an overdraft of your Account. We may set the rate of both existing and future fees and charges upon the overall costs of providing Account services, and they need not be based upon the direct cost of providing the particular service involved. We may establish the rate and amount of fees and charges based on profit, competitive position, deterrence of misuse of Account privileges by customers, and the safety and soundness of the Bank. We will notify you of any changes as required by law.

As your bank, we will be presented with various transactions to debit from your account, such as a check or other debits that you appear to have authorized, and such transactions may be presented and/or attempt to debit against your account (such as a preauthorized transfer), and in such cases, if there is more than enough money in the account available, such amounts should be paid out of your account. In the event that there are insufficient funds in your account to pay the item or transaction, you agree that the bank can charge you a fee (generally described as an NSF fee) for not having sufficient funds. As covered in other portions of this agreement or in other agreements, the bank, in its discretion may or may not ultimately return the item or transaction and/or pay the item or transaction, and regardless if the item or transaction is paid or not, you may still be charged an NSF fee regardless of how the bank handles the underlying transaction. Please also be aware that when such an item or payment is rejected or returned, the bank who receives back the unpaid item or other transaction may try to submit the item (or electronic copy of said item) or other transaction again for payment. In other words, as your bank, we generally do not influence or control the number of times a transaction may be presented for payment. You acknowledge that it benefits you to get items/transactions paid. You agree that we may charge you an NSF fee for each time a payment is presented regardless if the other bank is intentionally trying to present the item on more than one occasion. Please be advised that it is not uncommon that an item be re-presented two or more times to see if there are sufficient funds to pay same on a different date. Consequently, you agree that, regardless of the number of times the item or transaction is presented for payment, and regardless of the number of times you do not have sufficient funds in the account to make the payment, the bank can charge you an NSF fee for each time a payment is presented for payment. This provision applies even if the item has been converted into an electronic item under Check 21 or other applicable law and this fee can be charged multiple times if the original item is presented for payment and each additional time that any item or transaction is presented to the account for payment, and you agree that the bank can charge an NSF fee each time there are insufficient funds in the account each time that the item is being presented for payment. The bank reminds you that it is your responsibility to make sure you only write checks or authorize transactions when you have a sufficient bank balance to pay such amounts.

You acknowledge that when you do a transaction based on insufficient funds, whether it be by check, debit card transaction or other transaction, you are causing the bank to provide banking services for trying to pay an item or other transaction when there might not otherwise be funds. Again,

the bank retains the discretion of whether or not to pay the transaction however and whenever it is presented to the bank. You acknowledge and agree that the bank can charge an insufficient funds fee or similar fee for each time a banking transaction is presented to the bank. You also acknowledge that even if you write one check or do what you may think is a single transaction, that transaction may be presented to the bank on more than one occasion and could cause more than one fee to be charged by the bank. In other words, for the avoidance of doubt, a “per item” service charge may be assessed by us each time a withdrawal request that will result in an overdraft is presented for payment, even if that “item” represents a single transaction that has been presented multiple times and previously dishonored. This could result in multiple charges related to a single transaction. You also acknowledge and agree that regarding debit card transactions or other transactions, the bank may get faced with a funds request for a certain amount and later the bank may or may not receive a presented charge for the amount or different amount, and the bank can charge a fee if the account is overdrawn at the time the charge is presented to be paid, even if some or all of the funds were held per an original request.

Debit card transactions and related authorization holds may impact your available balance. It is important to know that your available funds may change between the time you authorize a transaction and when the transaction is presented and/or paid. The initial amount being held is generally not applied to the debit card transaction as many times the final amount of the charge may change or may not ever be presented. In other words, the bank looks at the available balance at the time transactions are posted (not when they are authorized) and such future balance is generally used to determine when your account is overdrawn. If other account activity has caused the funds available in our account to drop below zero before the debit card transaction is paid, you may no longer have sufficient funds to pay the merchant. When the charge is formally presented, the bank will release the prior hold and then treat the charge as being done the day it is presented to the bank. This may cause you to incur an overdraft fee. The following example also illustrates how this works: Assume your actual and available balance are both \$100, and you swipe your debit card at a restaurant for \$60. As a result, your available balance will be reduced by \$60 so your available balance is only \$40. Your actual balance is still \$100. Before the restaurant's charge is sent to us for posting, a check that you wrote for \$50 clears. Because you have only \$40 available, your account will be overdrawn by \$10, even though your actual balance was \$100 before the check posted. Also, when the \$60 restaurant charge is presented to the bank and posted to your account, you will not have enough money in your available balance because of the intervening check, and you will be charged a fee for that transaction as well, even though your available balance was positive when it was authorized. Here is another example of how that may happen: On Monday we authorize a debit card transaction because you have enough available funds at the time. A hold is then placed on your funds until the merchant presents the transaction for payment. On Tuesday we process and post another transaction (such as a check you wrote) that reduces your available funds below zero. If the merchant presents the original debit card transaction for payment on Wednesday, and your available funds are now below the amount needed to pay the transactions, the debit card transaction will overdraw your account and you may incur an overdraft fee.

Said another way, other intervening transactions that occur while authorized debit card transactions are pending may create overdrafts on your account. Here is yet another example of how that could happen: You enrolled in our optional overdraft service. Your account balance is \$100.00. On Monday, you go to the store and use your debit card to make a purchase for \$80.00. We authorize the transaction; however, the merchant does not send us the transaction for payment and posting to your account on that day. On Tuesday, you withdraw \$30.00 from an ATM, reducing your account balance to \$70. On Wednesday, the merchant requests payment for the \$80.00 transaction authorized on Monday, and you are charged a fee because the balance in your account is insufficient to pay the transaction at that time.

As more fully discussed in other provisions in your agreement, if you ever believe that a charge, error or any other fee or other transaction has been improperly debited out of your account, you must timely report such alleged improper fee or other transaction out of your account. If you do not timely report such an error per other provisions of the agreement, you are prohibited from contesting such a fee or other alleged improper transaction in the future. Your continued use of the account after being charged fees is your acknowledgement that the bank has the right to charge such fees.

44. Funds Availability Policy Disclosure.

Your Ability to Withdraw Funds. The provisions in this Section. (Funds Availability Policy Disclosure) apply only to demand deposit checking Accounts. Our policy is to generally make funds from your check deposits available to you on the first Business Day after the day we receive your deposit. Funds from cash and electronic direct deposits will generally be available on the day we receive the deposit. Once funds are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written.

Determining the Availability of a Deposit. For determining the availability of your deposits, every day is a Business Day, except Saturdays, Sundays, and federal holidays. If you make a deposit before 5:00 p.m. on a Business Day that we are open, we will consider that day to be the day of your deposit. If you make a deposit after 5:00 p.m. or on a day that is not a Business Day that we are open, we will consider the deposit made on the next Business Day we are open.

Longer Delays May Apply. In some cases, we will not make all of the funds that you deposit by check available to you on the first Business Day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second Business Day after the day of your deposit. The first \$225 of your deposits, however, will generally be available on the first Business Day after the day of your deposit, subject to certain exceptions permitted under applicable law.

If we are not going to make all of the funds from your deposit available on the first Business Day after the day of your deposit, we may notify you at the time you make your deposit. We may also provide you with an estimate of 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 may email you or mail you the notice by the Business Day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available. While we may provide you with an estimate of when the funds will be available, you acknowledge that the funds are still subject to final settlement.

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

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,525 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your Account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.

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

Holds on Other Funds (Check Cashing). If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your Account. Those funds will be available at the time funds from the check we cashed would have been available to you if you had deposited the check.

Holds on Other Funds (Other Accounts). If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another Account with us. The funds in the other Account would then not be available for withdrawal until the time periods that are described elsewhere in this Section 44. for the type of check that you deposited.

Special Rules for New Accounts. If you are a new customer, the following special rules will apply during the first 30 days your Account is open:

- Funds from electronic direct deposits to your Account will be available on the day we receive the deposit.
- Funds from deposits of cash, wire transfers, and the first \$5,525 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and

you may have to use a special deposit slip). The excess over \$5,525 may be held until the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,525 will not be available until the second business day after the day of your deposit.

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

45. Comparative Negligence Under the UCC; Employers Responsibility for Fraudulent Indorsements or Transactions by Employees. If you timely report unauthorized exceptions or irregularities and if your failure to exercise ordinary care contributes to the forgery or alteration of an item, or the debit out of the account for a transaction or exception, which is paid against your Account, you will be precluded from asserting such forgery, alteration or other transaction (and any loss related to same) against us. If we assert such a preclusion, and you establish that our failure to exercise ordinary care on our part contributed to the loss resulting from the payment of the forged or altered item(s), the loss shall be allocated between you and the Bank on a comparative basis. In other words, your acts and omissions which contribute to the presentment and payment of any forged or altered item(s) or loss caused by the transaction(s) will be compared to the acts or omissions of the Bank to determine who should bear the loss or whether the loss should be allocated between you and the Bank. Notwithstanding this comparative negligence standard, the Bank will not be liable if items are forged or altered so that the forgery or alteration could not have been detected by a Bank exercising ordinary care.

Many employers have employees that assist with banking activities. Such employees may or may not be authorized signers on Accounts. However, such employees may have "responsibility" as stated in §3.405 of the UCC. If you entrust an employee with responsibility with respect to an item or with regard to other banking activities, you understand and agree that you may be ultimately responsible for a loss if the employee conducts unauthorized transactions or otherwise has responsibility as defined in the UCC.

46. Severability. If any one or more of the provisions contained in this Agreement is held to be invalid, illegal or unenforceable for any reason, in whole or in part, such holding shall not invalidate or render unenforceable any other provisions of this Agreement. To the extent permitted by applicable law, the parties hereto waive any provision of law which prohibits or renders unenforceable any provision hereof and to the extent that such waiver is not permitted by applicable law, the parties intend that such provision be interpreted as modified to the minimum extent necessary to render such provision enforceable.

47. Systems and Software; Fraud and Loss Prevention; Legal Compliance and Regulations of Rights; Property Branch and ATM code of conduct.

a) Systems and Software. We shall not be responsible to you for any loss or damages suffered by you as a result of the failure of systems and software used by you to interface with our systems and software utilized by you to initiate or process banking transactions, whether such transactions are initiated or processed directly with our systems or through a third-party service provider. You acknowledge that you are solely responsible for the adequacy of systems and software utilized by you to process banking transactions and the ability of such systems and software to do so accurately.

b) Other Fraud and Loss Prevention; Legal Process; Legal Compliance; Reservation of Rights Provisions. Federal law requires Susser Bank to know its customers. To that end, Susser Bank reserves the right to inquire about any deposits made, withdrawals from, or other disposition of funds or Account transactions or activity, regarding any or all of your Susser Bank Accounts, including, but not limited to, the right to contact you directly regarding any Account activities. You agree to reasonably cooperate with our customer information program, diligence and monitoring activities. You agree not to use your Account in any illegal activity, including, but not limited to, "restricted transactions" as defined under the Unlawful Internet Gambling Enforcement Act. In order to help us prevent fraud or other loss regarding your Account, you agree to exercise ordinary care to safeguard all Account checks, Debit Cards, PINs, User IDs, Account statements, and any other document or instrument that contains or may contain your sensitive financial information or Security Procedures used to access your Account. In addition, if you own a Business Account, you acknowledge and agree to your duty to exercise ordinary care in safeguarding such materials with regard to your employees in accordance with the requirements of Texas Business and Commerce Code Sections 3.405, 3.406 and 4A.202.

If you or your Account becomes involved in a Legal Process, your use of the Account may be restricted. We shall be entitled to act upon any Legal Process served upon us which we reasonably believe to be binding, with no liability to you for doing so. We may charge your Account a fee for each Legal Process. You agree to pay us for fees and expenses (including administrative expenses) that we incur in responding to any Legal Process related to your Account, such as expenses for research and copying of documents. The fees and expenses may include attorneys' fees. We may deduct these fees and expenses from any of your Accounts without prior notice to you as further described in OTHER Sections (including the Right of Setoff Section).

As part of our legal compliance and loss prevention program, if at any time we suspect that your Account may be subject to irregular, unauthorized, fraudulent or illegal or unlawful activities, or when we are presented with or have reasonable grounds to anticipate conflicting instructions regarding your Account or a dispute regarding your Account, we may, in our discretion, place a Hold on some or all of the funds in your Account and in other Accounts you maintain with us, without any liability to you, until such time as we are able to complete our investigation of such suspected activities, conflicting instructions or dispute, or interpleader action with regard to the Account and transactions. In addition, we may also place a Hold on some or all of the funds in your

Account, or on particular transactions on your Account, without any liability to you, in accordance with our obligations under Texas Finance Code Chapter 281 ("Protection of Vulnerable Adults from Financial Exploitation") to investigate and report suspected incidents of financial exploitation against "vulnerable adults" as defined under that law, which includes adults who are sixty-five (65) years or older or a person with a disability. We may also block certain transactions that we suspect are illegal, including, but not limited to, transactions in violation of the Unlawful Internet Gambling Enforcement Act. If we do place a Hold on your Account, we may give notice if required by the laws governing your Account. Notice may be made by mail or verbally or provided by other means such as via Online Banking or text alerts as permitted by law or updated balance information. We may not provide this notice to you prior to placing a Hold on your Account(s) if we believe that such notice could result in a security risk to us or to the owner of the funds in the Account. You may contact **Susser Bank** Customer Service at **817-987-2400** with questions about your Account(s).

If we suspect that your Account has been subject to irregular, unauthorized, fraudulent, illegal or unlawful activities, and we notify you regarding such activity, it is strongly advised that you close the affected Account and open a new Account. In addition, we may provide various fraud monitoring products and services that assist in preventing fraudulent activity that we strongly recommend you implement regardless of any suspected irregular or fraudulent activity, and we may also require that you implement specific fraud monitoring products or services in the event that your Account has been compromised due to unauthorized, fraudulent, illegal or unlawful activities. If your Account has been compromised, should you decide against closing an Account as required by us, or if you decide not to implement products or services that are designed to deter fraudulent activity after we have required you to implement such products or services, then to the extent permissible under applicable law, you will be precluded from asserting any claims against us for any subsequent fraudulent activity.

Except as you have otherwise disclosed in writing to us, you represent that you are not engaged in the production, manufacturing/refinement, distribution or sale of cannabis or cannabis-derived products that are classified as Schedule I drugs under the federal Controlled Substances Act either directly or indirectly. You further represent that, except as you have otherwise disclosed in writing to us, you do not derive any of your income from entities that are engaged in the production, manufacturing/refinement, distribution or sale of cannabis or cannabis-derived products that are classified as Schedule I drugs under the federal Controlled Substances Act, either directly or indirectly (including, but not limited to, rental property income). If you are engaged in any of the activities described above, you must disclose such fact prior to opening your Account with us, and we reserve the right to request other information in connection with such activities, or in our discretion, deny you an Account based on such activity. You also understand and agree that we may terminate your Account immediately if you become engaged in any of the activities described in this paragraph during the course of your relationship with us.

You acknowledge that the terms of the Texas Uniform Commercial Code Section 4.209 pertain to all encoded items. If you encode information on or with respect to an item after issue, you warrant to us, any subsequent collecting bank, and to the payor bank that the information is correctly encoded. After we have made a good faith effort to collect any discrepancies, you agree we may debit your Account for any losses charged to us resulting from encoding errors created by you.

We reserve the right to convert or change your Account type at any time when we consider it appropriate or necessary to do so. For example, we may close, revoke privileges or convert your Account to another type of Account if, based upon our review of your activity, we believe another type of Account would better suit the way you use your Account, if you make frequent transactions on a money market deposit or savings Account, if your Account frequently has debits against uncollected funds, if your Account has excessive deposit activity or if you use a Personal Account for anything other than personal, family or household purposes. If we convert your Account, we will send you information about your new Account. Your continued use of the Account following the effective date for conversion will be deemed to be your acceptance of all terms and conditions applicable to the new Account.

c) Susser Bank Property, Branch and ATM Code of Conduct. Susser Bank takes measures to ensure that the properties, branch locations and ATM locations that are owned and controlled by Susser Bank (the "Premises") are safe and secure. However, our customers also have a responsibility to themselves and to others (including our employees) to ensure that everyone who is present on the Premises conducts themselves in a respectful, safe and secure manner to promote a safe and pleasant in-person banking experience. Therefore, all our customers must abide by the **Susser Bank Premises Code of Conduct** stated here.

Any **Susser Bank** customer or visitor violating the Premises Code of Conduct may be asked to immediately cease the conduct in violation of the Susser Bank Code of Conduct or leave the Premises. We may request the assistance of Bank security or law enforcement to the extent we deem necessary or appropriate. In addition, repeated or serious violations of the **Susser Bank** Code of Conduct by a customer may result in action against such customer, including, but not limited to, exercising our rights to terminate this Agreement to close such customer's Account(s), and to the extent we deem necessary or appropriate, exercising our rights under applicable criminal trespassing laws.

- **Susser Bank** will not tolerate violence or threats of violence or physical harm in any of its Premises. Any physical or verbal behavior that endangers or harms **Susser Bank** employees, other **Susser Bank** customers, or other visitors to the Premises constitutes a threat and **Susser Bank** may, in its discretion, remove the offending **Susser Bank** customer from the Premises, or may take other actions within **Susser Bank's** rights, including prosecution.
- Disruptive conduct of any nature by a **Susser Bank** customer will not be tolerated on the Premises, and such conduct will result in ejection of the disruptive **Susser Bank** customer

from such Premises. **Susser Bank** may also exercise its right to deny entry to the Premises to any **Susser Bank** customer or other person what is identified as being disruptive or a threat to **Susser Bank** employees, **Susser Bank** customers, or others.

- No **Susser Bank** customer will interfere with the safe operation of any Premises, and all customers must follow Bank policies and procedures which are designed to ensure the health, safety and welfare of our customers and employees. **Susser Bank** customers must comply with the instructions of our employees, including security and law enforcement personnel.
- **Susser Bank** customers must respect our employees, other **Susser Bank** Texas customers, and others in the Premises. Fighting, vulgar language, harassing others, shouting, spitting, throwing an object, brandishing any type of weapon, or pushing others is prohibited at all times.
- Possession or consumption of alcohol or illegal drugs is prohibited on the Premises, and smoking, including e-cigarettes and vaporizers, are only allowed on the Premises in specially designated areas.
- Flammable liquids, fireworks, or other corrosive items are not allowed on the Premises, and hover boards or electronic scooters are not allowed in the interior of any Premises.
- Congregating or loitering near the entries, exits or ATM machines of the Premises in a way that causes an inconvenience to others or blocks entry, exit or access is prohibited.
- Soliciting money or distributing literature on the Premises is not allowed at any time.

48. Our Commitment to Security. **Susser Bank** recognizes and respects our customers' right to privacy and security concerning their financial information. We are committed to maintaining the confidentiality and security of our customers' financial information, which is consistent with our values and commitment to customer service. As part of our banking services, we employ various authentication technologies for your protection.

a) Debit Card Services. We may issue to you a Debit Card for use in accessing your Account(s) with us. Related services described in this Agreement are referred to as our "Debit Card Services." Susser Bank utilizes a unique Personal Identification Number ("PIN") and other security measures associated with each Debit Card. This Agreement contains a description of our recommended practices for maintaining security of your Debit Card number and each associated PIN for Personal Accounts. This Agreement contains a description of the Susser Bank recommended customer practices for maintaining the security of your Debit Card number and associated PIN for Business Accounts. You agree to review the Security Procedures and abide by the requirements and recommended practices in other provisions of this Agreement (for Personal Accounts or for Business Accounts).

b) Susser Bank Online Banking Services for Personal and Business Accounts. As part of the **Susser Bank** Online Banking Service, as defined in our Online Banking Agreement, and in **Susser Bank** Treasury Management Agreement for certain of our Business Accounts, you may use your

computer or mobile device to obtain Account information, make certain funds transfers, and to arrange for payment of bills. These **Susser Bank** agreements and disclosures contain a description of our Security Procedures for online banking activities. You should know that **Susser Bank** employs various security and authentication technologies to ensure that you (an authorized customer) are communicating directly with **Susser Bank**. We also employ various security and authentication measures to ensure to you that the device you are connected to for Online or Mobile Banking Services is recognized by us. Such **Susser Bank** Security Procedures include, but are not limited to, use of customer online banking User IDs, passwords and other additional authentication information that we may require you to provide, in our sole discretion. "Additional Authentication Information," or "AAI" is information used in conjunction with various online and mobile banking authentication procedures that we may employ, including, but not limited to, security questions and responses and/or use of other hardware-based and software-based security and authentication tools, programs and procedures. You agree to review the Security Procedures, requirements and recommended practices in your applicable agreement and disclosure and any supporting documentation regarding **Susser Bank** Online Banking Services, which includes Mobile Banking Services and Bank's remote deposit capture services, "Digital Deposits."

c) Mobile Device and Wireless Internet Access. To help safeguard against potential unauthorized use of your Account, you should employ reasonable caution when using a mobile phone, mobile device, tablet, wearable device, or wireless internet access to conduct any electronic transactions with us (including, but not limited to, SMS text message transactions). If your use of a mobile phone, mobile device, tablet, wearable device, or wireless internet access is not encrypted, then any confidential Account information contained in such wireless or mobile communications can be intercepted without your knowledge or authorization. In addition, if you use wireless internet access via laptop, personal computer, mobile phone, mobile device, tablet, or wearable device to conduct any online (including mobile) banking activities provided by **Susser Bank**, you acknowledge that you should conduct wireless internet transactions only over a secured wireless network facility. Although **Susser Bank** employs security and authentication procedures for customers using our Online Banking Services (including optional Mobile Banking Services), you acknowledge that you should conduct wireless internet online banking activities only over a secure wireless network to further ensure that your Account information, password, User ID and any AAI cannot be intercepted during transmission over a wireless network without your knowledge or authorization.

49. Additional Terms for Deposit Accounts. From time to time, we may offer or you may open various types of deposit Accounts with **Susser Bank**. Each Account you open is subject to these general terms and conditions and any specific terms and conditions relating to that type of Account that may be set forth in any applicable agreement or any Schedule. If you open multiple Accounts, you may receive Schedule information and certain disclosures for each Account, but this Agreement will cover all your Accounts with us. If there is more than one Account owner, then each of you will be jointly and severally liable to us for debit balances in the Account, including, without limitation, overdrafts and Account charges, and you each jointly and severally promise to pay, upon demand,

any and all debit balances, all fees and charges, and our reasonable attorneys' fees and costs and expenses of collection, including, but not limited to, those incurred at trial and on any appeal.

a) Interest. If your Account earns interest, the following information applies:

Payment of Interest – We will pay interest at the annual rate specified on the applicable Schedule, which does not reflect compounding. The Schedule also shows how often we will pay you interest, whether that interest is compounded, how we will calculate the interest we will pay, the balance on which we will pay interest, and any minimum balance requirements and other disclosures as may be required by applicable law. Compounding generally means that interest is being accrued on interest previously earned but not yet paid. Interest may be compounded more frequently than interest is credited to your Account. Interest that has been calculated, but not paid to the Account, is called "accrued unpaid interest."

Minimum Balance Requirements – The Schedule may specify a minimum balance that you are required to maintain in your Account. If the minimum balance is not maintained as shown on the Schedule, we, at our option, may not pay interest on your Account and/or may charge a fee for that period. You should review any minimum balance requirements on any applicable Schedule(s).

Initial Interest Rate – The "Initial Interest Rate" is the current annual rate of interest that we will pay on the specified balance in your Account. We may pay interest at different rates, depending on the amount deposited and the type of depositor (individual, business, non-profit organization, etc.).

Changes – We have the right to change the rates and fees in accordance with the Schedule. We also reserve the right to change any other term of this Agreement at our sole discretion, but we will make reasonable attempts to notify you of such changes, and for Personal Accounts, we will give any advance notice of any change in the terms of your Account that may be required under applicable banking laws and regulations.

b) Remotely Created Checks. Unless **Susser Bank** and you otherwise agree in writing, you agree you will not deposit, and we may refuse to accept for deposit, checks or other items that are Remotely Created Checks (as defined in the Federal Reserve Board's Regulation CC). If we have approved you to deposit Remotely Created Checks, and you deposit a Remotely Created Check into your Account, you warrant and guarantee that the Remotely Created Check is authorized according to the terms on its face by the person identified as drawer. You agree to indemnify us from all loss, expense and liability related to a claim that such draft or check was not authorized by the persons on whose account it was drawn.

c) Time Deposits. If your Account is a time deposit, you have agreed to keep the funds on deposit until maturity. If your Account has not matured, any withdrawal of all or part of the funds from your Account may result in an early withdrawal penalty. We will consider requests for early withdrawal

and, if granted, the penalty provided in the applicable Schedule will apply.

Penalty – The early withdrawal penalty is calculated as a forfeiture of part of the accrued interest that has or would be earned on the Account. If your Account has not yet earned enough interest so that the penalty can be deducted from earned interest, or if the interest has already been paid, the difference will be deducted from the principal amount of your Account. For fixed rate Accounts, we will use the rate in effect for your deposit.

Exceptions – We may let you withdraw money from your Account before the maturity date without an early withdrawal penalty: 1) when one (1) or more owners on the Account dies or is determined legally incompetent by a court or other administrative body of competent jurisdiction; 2) when the Account is an Individual Retirement Account ("IRA") established in accordance with Title 26 U.S.C. Section 408 and the money is paid within seven (7) calendar days after the Account is opened; 3) if the time deposit is an IRA established pursuant to Title 26 U.S.C. Section 408, when you reach age 59 1/2 or become disabled; or 4) within an applicable grace period (if any).

d) **Positive Pay Services.** If you are a Business Account customer you acknowledge that we offer Positive Pay services, which are designed to help prevent check fraud. If you fail to accept or, if accepted, to utilize or follow the procedures required for those services, you will assume the risk that checks presented against your Account may be forged or altered, to the extent that the services we offered may have prevented any loss. You understand and agree that should you decline Positive Pay services, implement the Positive Pay services incorrectly or if you fail to follow the required procedures for the Positive Pay services, you will be precluded from asserting any claims against us for paying any unauthorized, altered, counterfeit or other fraudulent item that the Positive Pay Service is designed to detect or deter, and we will not be required to re-credit your Account or otherwise have any liability for paying such items. This Section is not applicable to Personal Accounts.

50. Digital Deposits.

a) **Funds Availability Policy Disclosure for Digital Deposits.** Your Ability to Withdraw Funds – These provisions apply only to demand deposit checking Accounts where deposits are made via Digital Deposits. For purposes of this Agreement, the term "Digital Deposits" includes deposits made via Electronic Check Images through the Bank's Mobile Banking Services and Bank's remote deposit capture services. You agree that Electronic Images, as defined below, submitted via Digital Deposits (from either your personal computer or mobile device) are not subject to the funds availability requirements of the Federal Reserve Board's Regulation CC ("Regulation CC"). Our policy is generally to make funds from your Digital Deposits available to you on the first Business Day after the day we receive your deposit. Funds that are deposited using Digital Deposits will not be deemed "received" by us until we have received an Electronic

Image that meets all of the requirements for deposits via Digital Deposits (including all requirements to create a Substitute Check) stated in this Agreement and in the Digital Deposits documentation. An Electronic Image may not be completely "received" even if successfully captured initially via scanner or mobile device until the Susser Bank internal Electronic Image verification process is complete, which can take from 24 – 48 hours. Consequently, even if an Electronic Image captured via scanner or mobile device is initially accepted for image quality, the Susser Bank internal verification process may ultimately reject an Electronic Image as not meeting all of our requirements for Digital Deposits. If we have made any funds available to you from an Electronic Image that is initially accepted but ultimately rejected through the Susser Bank internal Electronic Image verification process, the Bank may reject the Electronic Image and reverse the dollar amount of such rejected Electronic Image previously credited to your Account. An Electronic Image rejected in this manner is not deemed "received" by us. Once the funds are available, you can withdraw the funds in cash and we will use the funds to pay items and transactions drawn on your Account. For determining the availability of your deposits, every day is a Business Day, except Saturdays, Sundays, and federal holidays. If you make deposit via Digital Deposits on a day that is not a Business Day, we will consider such deposit made on the next Business Day we are open.

Longer Delays May Apply – In some cases, we will not make all of the funds that you deposit via Digital Deposits available to you on the first Business Day after the day of your deposit. Depending on the type of check that you deposit via Digital Deposits, funds may not be available until the second (2nd) Business Day after the day of your deposit. The first \$225 of your Digital Deposits, however, will be available on the first Business Day after the day of your deposit. If we are not going to make all of the funds from your Digital Deposits available on the first Business Day after the day of your deposit, we will notify you at the time you make your deposit. We will also tell you when the funds will be available.

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

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,525 on any one (1) 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 computer or communications equipment.

The availability of funds you deposit via Digital Deposits may also be delayed for a variety of additional reasons as determined in Bank's sole discretion, including, but not limited to:

- We believe a check you deposit via Digital Deposits is a duplicate image.
- You deposit checks via Digital Deposits totaling more than any applicable daily dollar amount limit, monthly item limit or any other limitations on your Digital Deposits that Bank may impose.

- We exercise our rights to investigate any unusual or suspicious Digital Deposits items as determined in Bank's sole discretion.
- We will generally notify you if we delay your ability to withdraw funds for any of these or other reasons, and we will attempt to tell you when such funds will be available. If you will need the funds from a deposit via Digital Deposits, you should contact us to inquire when the funds will be available.

b) Information Regarding Digital Deposits. Should you desire to utilize Digital Deposits (Bank's mobile or remote deposit capture services), you must request such services from Bank either in person, via telephone or via the applicable Internet banking services (e.g. consumer/small business internet banking or treasury management internet banking). Depending on the type of Digital Deposits you request, and depending on whether you are a Business or Personal Account Holder, you must have specialized equipment and access via the internet to Bank's (or Bank's third-party vendor's) server-based Processing Software, as defined below, or access via Bank's (or Bank's third-party vendor's) mobile device Processing Software. Such equipment and Processing Software is required to enable you to generate Electronic Images of Original Checks that comply with applicable Standards, as defined below.

Bank retains the ability to either approve or deny your use of Digital Deposits in Bank's sole and absolute discretion. If Bank approves you to use the Digital Deposits, then by using such services, you agree to the provisions set forth in this Agreement, you agree to pay any fees that Bank may charge in conjunction with such Digital Deposits (as set forth in Bank's Fee Schedule) and you understand and agree that the meanings of the defined terms set forth in this Section are applicable both to this Agreement and the Documentation (as defined below) made available to you by us for use with the Digital Deposits. If any capitalized term defined below is used in the provisions of Regulation CC (Vol. 12 of the U.S. Code of Federal Regulations, part 229) promulgated to comply with the Check 21 Act, as it may be amended, substituted for, or recodified from time to time, then such term generally shall have the meaning assigned to it in Regulation CC. To the extent that any of the defined terms in this Agreement or in the Documentation use a term not defined herein but otherwise defined in Regulation CC, then such definition also incorporates the meaning assigned to the applicable term as set forth in Regulation CC. To the extent that any term used by Bank in providing you the Digital Deposits is a term that is not used or defined in this Agreement or in the Documentation, you and Bank agree to such term commonly used with regard to remote deposit capture services shall have the meaning as defined in Regulation CC if such term is so defined.

All other capitalized terms used that are not otherwise defined in this Agreement or in the Documentation shall have the meaning given to such term in Article 3 or Article 4 of the UCC (as amended from time to time) effective in Texas as adopted in the Texas Business and Commerce Code. In addition, you acknowledge that the Electronic Image of the Original Check submitted to us shall be deemed an "item" within the meaning of Article 4 of the UCC as adopted in the Texas Business and Commerce Code.

- "Check 21" means Regulation CC, Subpart D, promulgated to implement the provisions of the Check Clearing for the 21st Century Act.
- "CTA" means the Check Clearing for the 21st Century Act, as amended.
- "Documentation" means the online help files or written instructions and materials made available or supplied by Bank that provide the description, methods of operation, and required procedures to engage in Digital Deposits activities.
- "Electronic Deposit" means a file that contains information regarding each Electronic Image(s) to be submitted by you to Bank that meets all of the requirements imposed from time to time by Bank as set forth in this Agreement and the Documentation.
- "Electronic Image" means a digital or electronic representation of an Original Check that is a Sufficient Copy and meets all of the Standards and is submitted by you to Bank for processing and collection as a Substitute Check.
- "Magnetic Ink Character Recognition Line" or "MICR Line" means the numbers, which may include the routing number, Account number, check number, check amount and other information, that are printed near the bottom of a check in magnetic ink in accordance with the Standards.
- "Original Check" means the first paper check issued to or endorsed in your favor with respect to a particular payment transaction.
- "Processing Software" means the software for personal computer or mobile device hosted by the Bank that administers the Digital Deposits process and captures Electronic Images for deposit.
- "Reconverting Bank" means: (1) the bank that creates a Substitute Check; or (2) with respect to a Substitute Check that was created by a person that is not a bank, the first bank that transfers, presents, or returns that Substitute Check or, in lieu thereof, the first paper or electronic representation of that Substitute Check.
- "Standards" means the applicable standards set forth in CTA, Check 21 or as promulgated by the American National Standards Institute ("ANSI") for image quality and transmission protocols, including, but not limited to, ANS X9.13, ANS 9.37 and ANS X9.100-140 (or any amendment or substitute for such standards as may be promulgated from time to time), whether such standard pertains to the MICR Line, the image quality of the Original Check, the placement of an image of the Original Check on the Substitute Check, or the manual or electronic transfer of a Sufficient Image Copy or other electronic representation of an Original Check or a Substitute Check, unless the Federal Reserve Board, by rule or order determines that a different standard is to apply.
- "Substitute Check" means a paper reproduction of an Original Check that: (1) contains an image of the front and back of the Original Check; (2) bears a MICR line that, except as provided under the applicable Standard, contains all the information appearing on the MICR line of the Original Check at the time that the Original Check was issued and any additional information that was encoded on the Original Check's MICR line before an image of the Original Check was captured; (3) conforms in paper stock, dimension, and otherwise with ANS X9.100-140 (unless the Federal Reserve Board by rule or order determines that a different standard

applies); and (4) is suitable for automated processing in the same manner as the Original Check.

- “Sufficient Copy” means: (1) A sufficient copy is a copy of an Original Check that accurately represents all of the information on the front and back of the Original Check as of the time the Original Check was Truncated or is otherwise sufficient to determine whether or not a claim is valid. (2) A copy of an Original Check means any paper reproduction of an Original Check, including a paper printout of an electronic image of the Original Check, a photocopy of the Original Check, or a Substitute Check.

- “Sufficient Image Copy” means an Electronic Image of an Original Check or Substitute Check that is capable of printing a Sufficient Copy of such Original Check or Substitute Check.

- “Third Parties” means with regard to Business Account customers any party whom you hire, employ, or to whom you delegate your duties or responsibilities to administer Digital Deposits.

- “Truncate” means to remove an Original Check from the forward collection or return process and send to a recipient, in lieu of such Original Check, a Substitute Check or, by agreement, information relating to the Original Check (including data taken from the MICR line of the Original Check or an Electronic Image of the Original Check), whether with or without the subsequent delivery of the Original Check.

c) Customer Representations and Agreements; Indemnity. If you have met, in our sole discretion, the conditions we have established for use of Digital Deposits to make deposits via Electronic Images, we will provide Internet access to our computer network and accept for deposit to your Account(s) the Electronic Images of Original Checks for collection as allowed under this Agreement and the Documentation. However, you agree that you will not use Digital Deposits to submit any of the following:

- Any third-party check (i.e., any item that is made payable to another party and then endorsed to you by such party).
- Any item payable to any person or entity other than the person or entity that owns the account into which the item is deposited, or is a joint owner on the account the item is being deposited into;
- Any item drawn on your own account at the Bank;
- Items payable jointly, unless deposited into an account in the name of all payees;
- Checks or other items containing apparent alteration to the information on the front of the check or other item, or which you know or suspect (or should know or suspect) are fraudulent or otherwise not authorized by the owners of the Account on which the check or item is drawn;
- Original Checks or other items previously converted to a Substitute Check;
- Checks or items drawn on foreign financial institutions or payable other than in United States currency;
- Checks or items that are Remotely Created Checks (as defined in Regulation CC);
- Any item that is “stale dated,” expired, or “post-dated”;

- Items dated more than six (6) months prior to the date of deposit;
- Items payable on “sight” or “payable through” drafts, as defined by Regulation CC;
- Items with endorsements on the back other than those specified in this Agreement;
- Any item that is “non-negotiable” (whether stamped in print or as a watermark);
- Items drawn or otherwise issued by the United States Treasury Department;
- Any item that has been re-deposited or returned such as “non-sufficient funds” or “refer to maker”; or has previously been submitted through the Digital Deposit Service, or through an electronic deposit delivery service offered at any financial institution and or bank (e.g., mobile, branch, consumer, merchant, and automated clearing house (“ACH”) check conversions);
- Any item that has been returned for any other reason;
- Any item that is incomplete;
- Cash, savings bonds, money orders, or travelers’ cheques; or
- Checks or items prohibited by Bank’s current Documentation relating to Digital Deposits, or checks or items which are otherwise not acceptable under the terms of your Account(s).

Such Electronic Images shall be deemed received by us for deposit based upon time of receipt as well as successful receipt of Electronic Images that are complete, usable, and adhere to the Standards. If any Electronic Image is not complete, is not usable, or does not adhere to the Standards, the Electronic Image may not be processed by us, in which event your deposit will be adjusted and notification provided.

You authorize us to accept transfers, checks and other items for deposit to your Account if they are made payable to, or to the order of, any one (1) or more of you, whether or not they are endorsed by you. You authorize us to supply missing endorsements, and you warrant that all endorsements are genuine. All Substitute Checks deposited via **Susser Bank** Digital Deposits must be endorsed payable to the order of “Mobile/Remote Deposit Only, **Susser Bank**,” followed by your signature and Account number. All endorsements must appear on the back of the check or other item within the first 1-1/2 inches from the left side of the item when looking at it from the front, except that for Substitute Checks, endorsements that appeared on the back of the Original Check must also appear on the back of the Substitute Check.

While we may accept non-conforming endorsements, you will be responsible for any loss incurred by us due to the delay in processing or returning the item for payment. We may (but are not required to) refuse to accept a check or other item for deposit to your Account if: (1) the check or other item is made payable to someone other than you or a joint Account Holder with you; and (2) the check or other item is not endorsed to you or a joint Account Holder with you. We will not be liable to you for refusing such a deposit.

You understand we will process only your Electronic Images that comply with the Standards and are Sufficient Image Copies, and we will use commercially reasonable efforts to present these Sufficient Image Copies for collection under the Check 21 framework. For information regarding

our applicable depository cut-off times with regard to receipt of deposits via Digital Deposits, you should consult the Documentation made available to you for this purpose. The availability of funds for deposits via Digital Deposits is set forth in the Funds Availability Policy Disclosure section of this Agreement.

Should a drawee financial institution return an item to us unpaid, we will charge your respective Account for such returned item and may either: (1) return the item to you; or (2) re-present it to the drawee financial institution before returning it to you. Items may be returned as image exchange items, rather than Substitute Checks. Should a drawee financial institution or other third party make a claim against us or seek recredit with respect to any Electronic Image, we may provisionally freeze or hold aside a like amount in your Account pending investigation and resolution of the claim.

You agree that you will submit to us for deposit to your Account only Electronic Images that are Sufficient Image Copies of Original Checks for deposit via Digital Deposits. No Electronic Image submitted by you to us represents an Original Check that has already been collected.

You further agree to retain Original Checks in a secure location for an appropriate length of time to permit research if items are questioned by parties involved in the processing and clearing of a transaction or become the subject of any other legal inquiry. Notwithstanding anything in any other document provided to you in connection with our Digital Deposit Service, we make no representation or warranty as to the appropriate length of time that Original Checks should be retained or the appropriate method(s) of destruction after such period of time has elapsed. You should consult your own legal counsel regarding the appropriate length of time Original Checks should be retained based on your needs and as to the appropriate method for destruction, provided that such retention period should not be less than thirty (30) calendar days. You understand and agree that you are responsible for any loss caused by your failure to secure or retain the Original Checks. You understand that in all cases, during the time of retention, you are solely responsible for safeguarding all items you retain as required or permitted by Digital Deposits from destruction, alteration or theft. Such Original Checks must be securely stored to prevent unauthorized access to them until they are destroyed, as provided for below.

Also, you understand that in certain instances we may request from time to time the Original Check to respond to claims made by the drawer of the check. You agree to retrieve and produce for us the Original Check in question within seventy-two (72) hours of a written request by us. In the absence of retaining the relevant Original Check, you understand and agree you shall be solely responsible for the cost of any claim brought by the drawer of the check that for resolution would reasonably require access to relevant Original Check and shall indemnify us in accordance with the terms of the "Digital Deposits Indemnity" as set forth below. You understand and agree that after the expiration of your retention period, you will destroy the Original Check in a commercially reasonable manner that renders it unusable or otherwise unreadable (e.g., shredding). If you fail to destroy the Original Check within thirty-one (31) calendar days following the date of deposit, you agree you are responsible for any losses arising from the loss, theft or misuse of any Original Check.

You understand and acknowledge that we are relying on the truth and veracity of all Electronic Images submitted for deposit via Digital Deposits by you to us, and you warrant that such Electronic Images accurately reflect Original Checks that are, or at the time of the creation of the Substitute Checks, were, in your possession.

If you deposit such an Electronic Image, you give us the same warranties and indemnities that we, as a reconverting bank, would give under applicable law or regulation. You understand and acknowledge that all of the warranties deemed given by a depositor of a check to a bank under the UCC as applicable from time to time in the State of Texas shall also apply to any Electronic Image of an Original Check, and also apply to any Substitute Check deposited by you (as described in Section IX.A. (Substitute Checks and Your Rights) of this Agreement) the same as if such Electronic Image or Substitute Check were a paper check within the meaning of the UCC as adopted in the Texas Business and Commerce Code. Accordingly, except to the extent that any warranties deemed given under the UCC as adopted in the Texas Business and Commerce Code are expressly superseded by the Check 21 Act or the Check 21 Regulations, you understand that you are deemed to give us all the same warranties you would have given under the UCC as adopted in the Texas Business and Commerce Code for the deposit of an Original Check by transferring to us: (1) any Substitute Check; (2) an Image Replacement Document ("IRD") or other item purporting to be a Substitute Check; or (3) any Electronic Image that purports to contain a Sufficient Copy of an Original Check or a Substitute Check. Without limiting the foregoing, you make the following specific warranties regarding transfer and presentment:

- Image Quality. Each Electronic Image transmitted you to the Bank contains an accurate representation of the front and the back of each Original Check and complies with the requirements of applicable law and this Agreement;
- Accuracy of Information. All data and other information submitted by you to Bank, including, but not limited to, data contained in the MICR line of each Check is complete and accurate and complies with the requirements of applicable law and this Agreement;
- No other claims. Neither the Bank nor any drawee, drawer, or indorser will receive presentment or return of, or otherwise be charged for, the Substitute Check, the Original Check, or a paper or electronic representation of the Substitute Check or Original Check such that that person will be asked to make a payment based on a check that it already has paid.

Your warranties given above are deemed given to us and any other person, company or bank to which we transfer, present or return the Substitute Check or a paper or electronic representation of the Substitute Check.

WITH YOUR USE OF DIGITAL DEPOSITS, AND IN ADDITION TO ANYTHING ELSE SET FORTH IN THIS AGREEMENT, YOU ASSUME LIABILITY FOR, AND HEREBY AGREE TO

INDEMNIFY, PROTECT AND HOLD HARMLESS SUSER BANK AND ITS AGENTS, OFFICERS, DIRECTORS, EMPLOYEES, SUCCESSORS AND ASSIGNS ("BANK INDEMNITEES"), FROM AND AGAINST ANY AND ALL LIABILITIES, OBLIGATIONS, LOSSES AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, OF ANY KIND OR NATURE ("DAMAGES") ARISING OUT OF THE USE OF, CONDITION (INCLUDING LATENT AND PATENT DEFECTS AND WHETHER OR NOT DISCOVERABLE BY YOU OR BANK), OPERATION, OWNERSHIP, SELECTION, DELIVERY, INSTALLATION OR LICENSING OF ANY ITEM OF PROCESSING SOFTWARE OR EQUIPMENT. HOWEVER, SUCH INDEMNIFICATION SHALL NOT EXTEND TO ANY DAMAGE OR LOSS DUE TO THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF BANK.

In addition, you agree to reimburse us for all claims, losses, costs and damages we may incur regarding any Electronic Image, Substitute Checks or IRD deposited by you. Furthermore, if you provide us with an Electronic Image of a Substitute Check for deposit into your Account instead of an Original Check, you agree to reimburse us for all claims, losses, costs and damages we incur because the Substitute Check resulting from the Electronic Image does not meet applicable Substitute Check Standards or causes duplicate payments. The amount of our loss which we may recover from you may be limited under the Check 21 Regulations.

d) Limitation on Liability. You agree that we shall not have any liability for any breach of any representation, warranty or covenant of this Agreement to the extent caused by: (1) the unavailability of the external connection services and other internet network functions for Digital Deposits; (2) any use of the Digital Deposits by you in a manner not as set forth in this Agreement or the Documentation, or in a manner for which it was not designed, or in combination with systems, products or components not supplied or approved in writing by us; or (3) your use of Processing Software, equipment or other systems not approved or supplied by us. YOU UNDERSTAND AND EXPRESSLY ACKNOWLEDGE AND AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE OR ANTICIPATED PROFITS) OR FOR ANY INDIRECT LOSS THAT YOU MAY INCUR OR SUFFER IN CONNECTION YOUR USE OF DIGITAL DEPOSITS OR OUR TERMINATING YOUR DIGITAL DEPOSITS SERVICES IN ACCORDANCE WITH THIS AGREEMENT.

e) Security Procedures. You agree to the Security Procedures used by the Bank in connection with the Digital Deposits. Such Security Procedures offered by the Bank are described herein and in Documentation applicable to such services. As part of the Security Procedures, Bank may employ various authentication technologies, including, but are not limited to, use of Online Banking Services user IDs, passwords and other AAI that Bank may require you to provide at Bank's sole discretion. Bank employs various security and authentication technologies to ensure that you, your employees, agents or Third Parties (if a Business Account Holder), are communicating directly with the Bank, and also to ensure that your computer or mobile device is communicating with a legitimate Bank computer. You are responsible for the establishment and maintenance of your internal procedures reasonably adapted to insure the confidentiality and security of Security Procedures. YOU

UNDERSTAND AND AGREE THAT YOU WILL BE RESPONSIBLE FOR MAINTAINING SECURITY AND CONTROL OVER ALL USER IDS, PASSWORDS AND OTHER AAI PROVIDED BY BANK, AND SHALL USE SECURITY FOR SUCH ITEMS COMPARABLE TO THE SECURITY AND CONTROL YOU WOULD USE FOR CASH, BUT IN NO EVENT LESS THAN REASONABLE SECURITY AND CONTROL IN THE CIRCUMSTANCES.

If you, as well as your employees, agents or Third Parties (if a Business Account Holder), have reason to believe that any Security Procedure has or may have become known by unauthorized persons (whether or not employed by you), you shall immediately notify the Bank by telephone and confirm such oral notification in writing to the Bank within twenty-four (24) hours of the oral notification. The Bank will replace the Security Procedures in accordance with the Bank's standard security requirements related to Digital Deposits. To the maximum extent permitted by applicable law, you will be solely liable for all transactions initiated before the Bank has received such notification and has had a reasonable opportunity to act on such notification. The Bank reserves the right to change any or all of the Security Procedures offered and/or used at any time by giving oral or written notice to you. You agree that your use of the Digital Deposits after the Bank provides notice of such changes constitutes your acceptance of the new Security Procedures. You acknowledge that the purpose of Security Procedures is to authenticate the identity of the person initiating the action, not to detect errors in any transmission or content. The Bank is not agreeing to any Security Procedures or other procedure for the detection of errors. You represent that for Digital Deposits, you consider the Security Procedures to be commercially reasonable with respect to the size, type, and frequency of deposits you anticipate submitting.

With regard to your obtaining Digital Deposits services under this Agreement, you must comply with the personal computer, check scanner and mobile device hardware, software, and other requirements, as well as applicable Security Procedures, as set forth in this Agreement and as set forth in any Documentation or any supplemental information and/or instructions provided by the Bank. The Bank reserves the right as encryption technology develops to impose further reasonable requirements to maintain the appropriate level of security for Digital Deposits and transactions contemplated hereunder and you agree to abide by such requirements. Furthermore, you understand and acknowledge that if you do not implement and follow your own commercially reasonable hardware, software, physical access and physical storage Security Procedures regarding any of the data owned by you, which includes such data containing the sensitive personally identifiable information ("PII") of any individual, the security of your Digital Deposits and/or the data owned by you (including sensitive PII) may be compromised. You understand, acknowledge and agree that installation, maintenance and operation of your personal computer or mobile device (hardware and software) and related Security Procedures that you adopt and follow, including, but not limited to, data security protection, firewalls and anti-virus software, is your sole responsibility, and that you are solely responsible for securing, encrypting, protecting and otherwise safeguarding the data owned by you.

You understand, acknowledge and agree that the Bank is not responsible for any loss or damages

resulting from any errors or failures of your personal computer, mobile device or data processing systems, including, but not limited to any personal computer or mobile device virus or malware attack (such as a keystroke logging program or similar malware), any attack by a person attempting or actually gaining unauthorized access to the data owned by you, or any internet-related problems that may be associated with your access and use of our Digital Deposits.

For avoidance of doubt, you understand, acknowledge and agree that all data provided by you to Bank (including, but not limited to, Electronic Images or Substitute Checks retained on any processing equipment, Processing Software, or any other processing equipment or software (including your personal computer or mobile device) used by you in conjunction with Digital Deposits), and all data produced, compiled or otherwise provided by Bank to you, in any form or format, is your sole and exclusive property and copies thereof shall be provided to you at your request from time to time and at any time. Once such data owned by you is delivered by Bank to you, retrieved by you from Bank, or otherwise created as a by-product of a transaction between you and Bank and retained by you, such data owned by you is solely within your possession and control.

If you are a Business Account Holder, then in the event of any security breach incident involving any potential or actual unauthorized access or acquisition of data owned by you (e.g. computer hacking, virus attack, or theft or loss of any equipment containing data owned by you), it is your sole responsibility to determine whether you have the obligation, under applicable law, to notify potentially affected individuals whose sensitive PII may have been compromised by the security breach incident. You bear the sole responsibility for any and all costs of complying with required data breach notifications to individuals, credit bureaus and/or governmental entities as required by applicable law, and any and all costs for credit report monitoring of fraud monitoring associated with such security breach incident.

If, despite your efforts, you suffer any damage or loss as a result of your failure to comply with your data security obligations, and regardless of whether such damage or loss results from the activities of you, or if a Business Account Holder, your employees, agents, subcontractors or any unaffiliated Third Party, any such loss or damage shall be your sole responsibility.

If you are a Business Account Holder and intend to make use of a Third Party to administer your Digital Deposits activities, you agree to notify us in writing, in a form that is acceptable to Bank, of the name of any Third Party whom you hire, employ, or to whom you delegate your duties or responsibilities under the Agreement, before that Third Party initiates any transaction or performs any obligation authorized or required under this Agreement. You agree that you, as the Business Account Holder, shall be solely responsible for all acts of any such Third Party. By using Digital Deposits, you agree to provide information, including financial information, which we may, in our sole discretion, require from time to time regarding you or any Third Party which you hire, employ, or retain in any manner, to administer Digital Deposits or assume any of your duties under the Agreement. You understand and acknowledge that because of the risks involved, we may refuse, in

our sole discretion, to provide Digital Deposits to you for any reason in our sole discretion, including if you or the Third Party retained by you does not meet our qualification criteria. Our acceptance of any Third Party retained by you based on our qualification criteria is not a representation or warranty by us regarding the fitness of the Third Party's capabilities or financial condition, nor is such acceptance by us an endorsement of any Third

Party's ability to perform the Third-Party services for you. You agree that you will not allow any Third Party to use our Digital Deposits or to process Electronic Deposits to your Accounts without our prior written consent.

f) Termination. We may, in our sole discretion, terminate your Digital Deposits effective immediately if: (1) there is an occurrence of a material change in your Account activity or other risk analysis criteria as determined by us in our sole and absolute discretion; (2) we at any time determine that you (or your Third Party) does not meet our risk or other qualification requirements; (3) we discover any willful misconduct (including, but not limited to, types of fraudulent activity) on your part or any other party with respect to Electronic Images submitted for deposit by you using our Digital Deposits; (4) you are in default of any terms of this Agreement where such default gives us the right to terminate, immediately or otherwise, or close your Account; (5) you have not used Digital Deposits for a period of time deemed to constitute an inactive service by us (in our sole discretion); or (6) you are in default of any terms of the Agreement or any other agreement with us. In any of these events, you agree that our sole obligation shall be to provide notice of our termination of Digital Deposits to you, and that such notification will be reasonable if it is mailed to your statement mailing address immediately upon termination or if it is delivered in any other manner pursuant to which you have consented to receive notices or disclosures from us.

Either you or Bank may terminate Digital Deposits, with or without cause, upon thirty (30) calendar days' written notice to the other of its intent to do so, sent to you at your statement address and sent to us at the address provided herein. In the event of termination of Digital Deposits, your rights and responsibilities as well as ours, shall continue through any applicable settlement period, including your responsibility to pay us for Digital Deposits and with respect to transactions processed prior to the effective date of termination. If Digital Deposits are terminated by us, we may accelerate all amounts due and to become due, and you agree to promptly make full payment to us of all amounts due and amounts incurred by you through your use of our Digital Deposits.

51. Digital Wallet Service.

a) Generally. Generally, this section of the Agreement governs your election to use eligible debit or credit cards that may be issued by **Susser Bank** (each for purposes of this Section, "Payment Card") when you add, attempt to add, or keep a Payment Card in a digital wallet ("Digital Wallet" or "Wallet") on any mobile device that supports the Wallet (the "Digital Wallet Service"). You understand that your use of the Digital Wallet Service is subject to the terms and conditions of this Agreement, including this Section 51. Proceeding with using the Digital Wallet Service constitutes

your assent to and acceptance of the terms and conditions contained herein.

b) Relationship to Your Digital Wallet Provider. A Digital Wallet is a service offered exclusively by your Digital Wallet provider (e.g., Apple, Google, Samsung) using devices deemed eligible by your Digital Wallet provider. A Digital Wallet is a registered trademark of your Digital Wallet provider. **Susser Bank** does not own, operate, or control any Digital Wallet and is not responsible for any service provided to you by your Digital Wallet provider or by any third party engaged by your Digital Wallet provider. **Susser Bank** likewise is not responsible for any information or other services provided to you by your Digital Wallet provider or any other third parties associated with any Digital Wallet. **Susser Bank** is not liable for any failure or performance of any Digital Wallet or any third party's products or services.

Your Digital Wallet provider, your wireless carrier, and other third-party websites or services integrated in any Digital Wallet have their own third-party agreements and you are subject to those third-party agreements when you give them your personal information, use their services, or visit their respective sites. It is your responsibility to read and understand the third-party agreements before creating, activating, or using a Mobile Card (as that term is defined below) in a Digital Wallet.

Susser Bank is not responsible for, and does not provide, any support or assistance for any third-party hardware, software, or other products or services (including any Digital Wallet or your Supported Digital Wallet Device, as defined in Subsection E below). If you have any questions or issues with a third-party product or service, including issues pertaining to the operation of your Supported Digital Wallet Device, please contact the appropriate third party in accordance with that third party's procedures for customer support and assistance. If you have any questions or issues pertaining to any Digital Wallet (other than questions or issues specific to the use of a Mobile Card), you should contact your Digital Wallet provider.

c) Relationships to Other Susser Bank Agreements. Your enrollment in the Digital Wallet Service does not impact any other agreement we have with you. The terms of use for your Payment Card which were provided to you when your Payment Card was issued, and as amended from time to time, remain in full force and effect regardless of whether or not you use the Digital Wallet Service. Your cardholder agreements with **Susser Bank** may contain arbitration provisions which also apply to your use of your Payment Card through the Digital Wallet Service. For the avoidance of doubt, any transaction you make with your enrolled **Susser Bank** Payment Card using the Digital Wallet Service will be considered the same as if you had presented your physical Payment Card in person to conduct the transaction and all applicable fees and interest will apply per the terms of your cardholder agreement with **Susser Bank**.

e) Eligibility. **Susser Bank** reserves the right to restrict the use of certain Payment Card types within the Digital Wallet Service. In order for us to authorize your use of your Payment Card within the Digital Wallet Service, your Payment Card must be an eligible Payment Card type, your Payment

Card and the underlying Account must be in good standing, and you must not be restricted from using the Digital Wallet Service based upon any limitations imposed by your Digital Wallet provider, your wireless service provider, and/or any third party associated with your Digital Wallet.

e) Device Eligibility. The Digital Wallet Service enables you to create virtual representations of your Payment Cards (collectively, "Mobile Cards") on an eligible Mobile Device to make: (1) contactless payments at merchants' contactless-enabled POS terminals or readers that accept contactless payments using a virtual representation of your Payment Card (in lieu of you presenting your physical Payment Card) and (2) in-app or other digital commerce payments at merchants participating in the Digital Wallet Service. You are required to have an eligible Mobile Device (a "Supported Digital Wallet Device") in order to use this service. Your Digital Wallet provider, in its sole discretion, determines which Mobile Devices are eligible to be used with the Digital Wallet. Mobile Devices which have been unlocked in an unauthorized fashion ("jail-broken") or otherwise modified are not eligible to use the Digital Wallet Service.

You acknowledge that use of an ineligible Mobile Device with the Digital Wallet Service is expressly prohibited, constitutes a breach of these terms and is grounds for **Susser Bank** to temporarily suspend, permanently terminate, or otherwise deny further access to your Payment Card in the Digital Wallet Service. **Susser Bank** is not liable to you for the effects (third party or otherwise) of such termination or suspension.

f) Use of Your Mobile Cards. When you select a Payment Card to use with the Digital Wallet Service, certain Account information for the Payment Card will be transmitted to and stored according to the Digital Wallet and Payment Card network procedures and systems for the Supported Digital Wallet Device to facilitate your participation in the Digital Wallet Service. Once the Account information for a Payment Card has been stored in accordance with the Digital Wallet procedures, it is represented by a Mobile Card within the Digital Wallet function. By selecting a Mobile Card and placing your Supported Digital Wallet Device near a merchant's contactless-enabled POS terminal or reader or using that Mobile Card for an in-app purchase, you are authorizing the payment for the merchant's products or services with that Mobile Card through the Digital Wallet Service. To complete transactions above a certain dollar amount, merchants may require presentation of a physical companion card or a government-issued form of identification for inspection to authenticate your identity. Once created, a Mobile Card may work even if you do not have wireless service.

Your Digital Wallet may also allow you to view recent purchase transactions made by you with your Payment Card. Please note that some of the listed transactions may be pending charges, which are temporary and are subject to change (for instance, pre-authorizations at restaurants and hotels). Your Digital Wallet may provide you with the option and ability to turn off this purchase transaction reporting for each Mobile Card. You can view details for transactions made with your Payment Card issued by **Susser Bank** by logging into our Online Banking Service or you can call the number on the back of your Payment Card to speak to a Bank representative.

Purchases or other transactions you make with any of your Payment Cards are governed by the

card member agreement for the Payment Card you used to create your Mobile Card. If a problem arises with the product or service you purchased through use of the Mobile Card, you first should try to resolve the problem directly with the merchant, but you may also have rights under your card member agreement or otherwise under applicable law.

g) Fees. **Susser Bank** does not currently charge any fees for using a Digital Wallet Service. You should read the rest of this Agreement and applicable Schedules for any applicable fees, interests, or other charges associated with your Account. You understand that your third-party agreements may, however, contemplate fees, limitations, and restrictions which might affect your use of any of your Mobile Card(s) (such as data usage or text messaging charges imposed on you by your wireless carrier). You agree you are solely responsible for all such fees and agree to comply with such limitations and restrictions.

Susser Bank reserves the right to institute charges for account access or for additional transactions or features in the future, but only after written and/or electronic notification to you in accordance with applicable law.

h) Suspension; Cancellation. **Susser Bank** reserves the right, for any reason, to discontinue offering or supporting any Mobile Card and/or the Digital Wallet Service. Except as otherwise required by applicable law, we may block, restrict, suspend or terminate your use of any **Susser Bank** Payment Card at any time without notice and for any reason, including if you violate the terms of this Agreement or any of your card member agreements, if we suspect fraudulent activity, or as a result of the cancellation or suspension of your Payment Card account. You agree that we will not be liable to you or any third party for any block, suspension, cancellation or termination of your use of any Mobile Card.

Susser Bank may disqualify a Mobile Card or discontinue providing any services to any individual suspected of violating the terms of this Agreement or the third-party agreements related to your Digital Wallet or the Digital Wallet Service in its sole and absolute discretion. **Susser Bank** also cautions you that ANY ATTEMPT BY AN INDIVIDUAL OR ENTITY TO DELIBERATELY INTERFERE, INTERRUPT, MODIFY, AUDIT, ASSESS, RE-ENGINEER, OR DAMAGE ANY ASPECT OF A MOBILE CARD OR THE DIGITAL WALLET SERVICE OR UNDERMINE THE LEGITIMATE OPERATION OF A MOBILE CARD OR THE DIGITAL WALLET SERVICE IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND **SUSSER BANK** RESERVES THE RIGHT TO SEEK DAMAGES AND COSTS (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) FROM ANY INDIVIDUAL OR ENTITY RESPONSIBLE FOR SUCH ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

You may remove one (1) or more of your Mobile Cards from your Digital Wallet at any time by following the instructions in your Digital Wallet.

i) Electronic Contact. In addition to the communications you expressly consent to receive under

Section IV.C. (Consent to Autodialed and Prerecorded Phone Calls and Text Messages) of this Agreement, you expressly consent to receive phone calls, text messages, push notifications, and emails related to the Digital Wallet Service from us and any from any of our third-party service providers at any phone number (including any mobile phone number) and email address you have provided to us or to any of our third-party service providers. Such phone calls and text messages may include auto-dialed phone calls and text messages, prerecorded phone calls and text messages, or both. If you change any phone number you have provided to us or to any of our third-party service providers, for any reason, you agree to immediately notify us to ensure that the above communications are not interrupted or inadvertently delivered to another recipient who may be reassigned your prior phone number. For instructions on how to change your phone number, you may contact **Susser Bank** customer service at 817-987-2400.

j) Data Privacy. When creating your Mobile Card, **Susser Bank** collects certain information from your Digital Wallet provider to verify your identity, enable you to use a Mobile Card, and facilitates your participation in the Digital Wallet Service. You authorize us to collect, use and share your information in accordance with our applicable privacy policies, as they may be amended from time to time. To facilitate your participation, you acknowledge and agree that we may make certain Account information relating to each Payment Card you have selected to use with the Digital Wallet Service available for display, including your most recent transaction data, but not your full Payment Card account number. You may have the ability to decline to have the transaction data made available for display and still use the Digital Wallet Service, but you must follow the instructions for doing so in your Digital Wallet. You agree that we may also collect and use technical data and related information, including, but not limited to, technical information about your Supported Digital Wallet Device, gathered periodically to facilitate the updates to our services. We may use this information, as long as it is in a form that does not personally identify you, to improve our products or to provide services or technologies to you.

You understand and acknowledge that third parties, such as your Digital Wallet provider, or card network associations, such as Visa® or Mastercard®, will have access to certain details regarding eligible Payment Card transactions made using the Digital Wallet Service. You understand that information that is provided to or held by your Digital Wallet provider or other third parties in relation to any Digital Wallet is outside of our control. As stated earlier, we are not responsible for the Digital Wallet or any other services offered by your wireless carrier or any third party. Accordingly, any information you provide to your Digital Wallet provider or another third party through the Digital Wallet Service, or that is collected or accessed by your Digital Wallet provider in the course of your use of a Mobile Card or the Digital Wallet Service, is subject to third-party agreements, and is not governed by our Privacy Statement or this Agreement.

k) Changes to Digital Wallet Service Terms. We reserve the right to revise these Digital Wallet Service terms at any time, and you are deemed to be aware of and bound by any changes to these terms by your continued access to or use of any Mobile Card and/or the Digital Wallet Service. If you do not accept any revisions made to these terms, your sole and exclusive remedy is to cancel

your use of and delete all Mobile Card(s) and to cease using the Digital Wallet Service.

l) Disclaimer of Warranties. IN ADDITION TO ANY OTHER DISCLAIMERS OF WARRANTIES CONTAINED ELSEWHERE IN THIS AGREEMENT, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE USE OF ANY MOBILE CARD AND THE DIGITAL WALLET SERVICE IS AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY MOBILE CARD IS PROVIDED TO YOU "AS IS" AND "AS AVAILABLE," WITH ALL DEFECTS THAT MAY EXIST FROM TIME TO TIME AND WITHOUT WARRANTY OF ANY KIND, AND SUSSER BANK, ON BEHALF OF ITSELF AND ITS SUPPLIERS, HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO ANY MOBILE CARD, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. SUSSER BANK, ON BEHALF OF ITSELF AND ITS SUPPLIERS, ALSO DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF ANY MOBILE CARD OR THE DIGITAL WALLET SERVICE, OR THAT THE FUNCTIONS CONTAINED IN, OR SERVICES PERFORMED OR PROVIDED BY, A MOBILE CARD OR THE DIGITAL WALLET SERVICE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OR AVAILABILITY OF A MOBILE CARD OR THE DIGITAL WALLET SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN A MOBILE CARD OR THE DIGITAL WALLET SERVICE WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY SUSSER BANK, ANY OF ITS AUTHORIZED REPRESENTATIVES OR ANY THIRD PARTY SHALL CREATE ANY WARRANTY.

ACCESS, USE AND MAINTENANCE OF A MOBILE CARD DEPEND ON THE DIGITAL WALLET AND THE NETWORKS OF WIRELESS CARRIERS. SUSSER BANK DOES NOT OPERATE THE DIGITAL WALLET OR SUCH NETWORKS AND HAS NO CONTROL OVER THEIR OPERATIONS. SUSSER BANK WILL NOT BE LIABLE TO YOU FOR ANY CIRCUMSTANCES THAT INTERRUPT, PREVENT OR OTHERWISE AFFECT THE FUNCTIONING OF ANY MOBILE CARD, SUCH AS UNAVAILABILITY OF THE DIGITAL WALLET OR YOUR WIRELESS SERVICE, COMMUNICATIONS, NETWORK DELAYS, LIMITATIONS ON WIRELESS COVERAGE, SYSTEM OUTAGES, OR INTERRUPTION OF A WIRELESS CONNECTION. SUSSER BANK DISCLAIMS ANY RESPONSIBILITY FOR THE DIGITAL WALLET OR ANY WIRELESS SERVICE USED TO ACCESS, USE OR MAINTAIN A MOBILE CARD OR ACCESS THE DIGITAL WALLET SERVICE.

USE OF A MOBILE CARD INVOLVES THE ELECTRONIC TRANSMISSION OF PERSONAL INFORMATION THROUGH THIRD-PARTY CONNECTIONS. BECAUSE SUSSER BANK DOES NOT OPERATE OR CONTROL THESE CONNECTIONS, WE CANNOT GUARANTEE THE PRIVACY OR SECURITY OF THESE DATA TRANSMISSIONS. ADDITIONALLY, YOUR SUPPORTED DIGITAL WALLET DEVICE'S BROWSER IS GENERALLY PRE-CONFIGURED BY YOUR WIRELESS CARRIER. YOU SHOULD CHECK WITH YOUR DIGITAL WALLET PROVIDER AND YOUR WIRELESS CARRIER FOR INFORMATION ABOUT THEIR PRIVACY AND SECURITY

PRACTICES. FOR PERSONAL OR CONFIDENTIAL INFORMATION SENT TO OR FROM SUSSER BANK OVER THE INTERNET FROM YOUR SUPPORTED DIGITAL WALLET DEVICE, SUSSER BANK RESERVES THE RIGHT TO LIMIT SUCH CONNECTIONS TO "SECURE SESSIONS" THAT HAVE BEEN ESTABLISHED USING TRANSPORTATION LAYER SECURITY OR OTHER SECURITY STANDARDS SUSSER BANK SELECTS.

SUSSER BANK MAKES NO GUARANTEES ABOUT THE INFORMATION SHOWN IN THE DIGITAL WALLET SERVICE SOFTWARE OR HARDWARE IT CONTAINS AND MAKES NO REPRESENTATIONS, WARRANTIES, OR GUARANTEES REGARDING THE SAME.

This "Disclaimer of Warranties" section shall survive any termination of this Agreement for any reason.

m) License for Any Mobile Card. TECHNOLOGY FACILITATING YOUR USE OF A SUSSER BANK PAYMENT CARD AS A MOBILE CARD THROUGH THE DIGITAL WALLET SERVICE ARE LICENSED, NOT SOLD, TO YOU FOR USE ONLY UNDER THE TERMS AND CONDITIONS OF THESE TERMS OF USE. SUSSER BANK RESERVES ALL RIGHTS NOT EXPRESSLY GRANTED TO YOU.

You are granted a non-exclusive, non-sublicensable, non-transferable, personal, limited license to install and use a **Susser Bank** Payment Card in connection with the Digital Wallet Service on your Supported Digital Wallet Device solely in accordance with these Digital Wallet Service terms and this Agreement. The license is limited to use on any Supported Digital Wallet Device that you own or control and as permitted by any applicable third-party agreements. Such license does not allow you to use the Mobile Card(s) on any device that you do not own or control (or for which you do not have authorization to install or run the Digital Wallet Service or the Mobile Card, such as where prohibited by applicable security policies in the case of corporate users), and you may not distribute or make any Mobile Card or the Digital Wallet Service available over a network where it could be used by multiple devices at the same time.

Certain software that **Susser Bank** uses to facilitate your use of a **Susser Bank** Payment Card as a Mobile Card(s) has been licensed from third parties (each a "Third-Party Licensor") that are not affiliated with us. This limited right to use such software is revocable in our discretion. **Susser Bank** and our Third-Party Licensors retain all right, title and interest in and to any software used by us to facilitate your use of a **Susser Bank** Payment Card as a Mobile Card, the Digital Wallet Service, and any modifications and updates thereto. You agree that you will not use any third-party materials associated with the Mobile Card(s) or the Digital Wallet Service in a manner that would infringe or violate the rights of any party, and that we are not in any way responsible for any such use by you. All third-party intellectual property marks, including the logos of merchants, are the property of their respective owners.

You agree that technology facilitating your use of a **Susser Bank** Payment Card as a Mobile Card may be automatically updated or upgraded without notice to you. At any time, at our sole

discretion and without prior notice, we may expand, reduce or suspend the type and/or dollar amounts of transactions allowed using a **Susser Bank** Payment Card as Mobile Card or change the enrollment process.

The license granted hereunder is effective until terminated by you or us. Your rights will terminate automatically without notice from us if you fail to comply with these terms or if we terminate your **Susser Bank** Payment Card or its eligibility as a Mobile Card through the Digital Wallet Service. Upon termination of the license, you must cease all attempts to use your **Susser Bank** Payment Card as a Mobile Card through the Digital Wallet Service and delete the **Susser Bank** Payment Card from the Digital Wallet Service.

n) Indemnification. In addition to the indemnification provisions contained elsewhere in this Agreement, you shall indemnify and hold Susser Bank, its licensors (including any Third-Party Licensors), sponsors, agencies and its parents, subsidiaries, affiliates, officers and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of: (1) your use of any Mobile Card and the Digital Wallet Service; or (2) any breach of the terms and conditions set forth in the terms of this Agreement by you or other users of the Digital Wallet Service using your Mobile Card or credentials. You agree to use your best efforts to cooperate with us in the prosecution or defense of any such claim. We have the right to employ counsel of our choice to defend and control of any such matter subject to indemnification by you. You have the right, at your own expense, to employ separate counsel to participate in such matter on a non-controlling basis. You agree that this paragraph shall survive the termination of this Agreement for any reason.

o) Limitation of Liability. IN ADDITION TO LIMITATION OF LIABILITY PROVISIONS CONTAINED ELSEWHERE IN THIS AGREEMENT, AND EXCEPT AS OTHERWISE PROVIDED BY LAW, IN NO EVENT SHALL SUSSEER BANK, ITS DIRECT OR INDIRECT SUBSIDIARIES, AFFILIATES, AGENTS, EMPLOYEES OR REPRESENTATIVES BE LIABLE FOR DEATH, PERSONAL INJURY, PROPERTY DAMAGE, OR ANY INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF OR DAMAGE TO DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL OR FINANCIAL DAMAGES, LOST REVENUES, OR OTHER LOSSES OF ANY KIND, ARISING OUT OF THESE TERMS OR IN ANY WAY RELATED TO YOUR USE OR INABILITY TO USE ANY MOBILE CARD, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE. THIS PARAGRAPH SHALL SURVIVE TERMINATION OF THIS AGREEMENT FOR ANY REASON.

p) Your Responsibilities

Payment Card Enrollment in Your Digital Wallet. If you want to add a Payment Card to your Digital Wallet, you agree to follow the procedures adopted by your Digital Wallet provider and any further procedures we adopt. We may not permit you to add a Payment Card to the Digital Wallet if we cannot authenticate the Payment Card or if we otherwise suspect that there may be fraud associated with the Payment Card. The Digital Wallet allows you to make purchases using an added Payment Card wherever the Digital Wallet is accepted. The Digital Wallet may not be accepted at all places where your Payment Card is accepted.

Report Lost or Stolen Devices or Payment Cards. If you enroll in the Digital Wallet Service and your Supported Digital Wallet Device is lost or stolen, or you have reason to believe that your Supported Digital Wallet Device has been compromised, including that of your fingerprint reader, PIN, or other security device, you agree to contact us immediately so that we can disable your Payment Card. Note, however, that you are also responsible for notifying your Digital Wallet provider if your Supported Digital Wallet Device is lost or stolen. **Susser Bank** is not responsible for and is unable to disable your Supported Digital Wallet Device or Digital Wallet; **Susser Bank** can only disable your Payment Card.

Given that your Supported Digital Wallet Device can be used like a Payment Card to make purchases, you must notify us in the event your Supported Digital Wallet Device is lost or stolen with the same urgency as if your actual Payment Card is lost or stolen. If you fail to notify us, you may be liable for all or a portion of the losses associated with unauthorized use of your Payment Card whether or not that use was through the Digital Wallet Service. If you get a new Supported Digital Wallet Device, you must delete all your Mobile Cards and other personal information from your prior Supported Digital Wallet Device. You agree to cooperate with us in any investigation and use any fraud prevention or other related measures we prescribe.

Security. In addition to the Security Procedures described in this Agreement, you are solely responsible for maintaining the confidentiality of your Digital Wallet provider User ID, your Digital Wallet provider passwords, your device passwords, and any other means that you may use to securely access the Digital Wallet Service on your Supported Digital Wallet Device. If you share these credentials with anyone, that person may be able to use your Wallet to make purchases or obtain access to your personal and payment information available through the Digital Wallet Service. You agree to safeguard your Supported Digital Wallet Device at all times and not leave it unattended.

Your Digital Wallet and your Supported Digital Wallet Device may contemplate certain security features and procedures to protect against unauthorized use of any of your Mobile Card(s). These features and procedures are the sole responsibility of your Digital Wallet provider. You agree not to disable any of these security features and to use these security features and procedures to safeguard all your Mobile Cards.

Account Ownership/Accurate Information. You represent that you are the legal owner of the

Account(s) and other financial information which may be accessed via the Digital Wallet Service. You represent and agree that all information you provide to **Susser Bank** in connection with the Digital Wallet Service is accurate, current, and complete and that you have the right to provide such information to us for the purpose of using the Digital Wallet Service. You agree not to misrepresent your identity or your Account information. You agree to keep your Account information confidential, up to date, and accurate. You represent that you are an authorized user of the Mobile Device you will use to access the Digital Wallet Service.

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

Under the Check 21 Regulations, any check you write or deposit need no longer be returned for payment by the bank of the person to whom you wrote the check. Such other bank may instead send us a Substitute Check or, in some cases, an Electronic Image by which we can create a Substitute Check. A Substitute Check that you receive is the legal equivalent of an Original Check for all purposes.

To inform you of your rights, we wanted to provide you with the following disclosure entitled "Substitute Checks and Your Rights." If you have any questions about this, — or anything else relating to Check 21, — please give us a call at **817-987-2400**.

a) Substitute Checks and Your Rights. What is a Substitute Check?

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

Some or all of the checks issued by you for payment, or other checks deposited by you, that you receive from us may be Substitute Checks. This notice describes the rights you have when you receive Substitute Checks from us. The rights in this notice do not apply to Original Checks or to electronic funds debits from your Account. However, you have rights under other law with respect

to those transactions as described elsewhere in this Agreement.

What are Your Rights Regarding Substitute Checks?

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

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

If you use this procedure with respect to a Personal Account, 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.

We may reverse the refund (including interest on the refund) if we later are able to demonstrate that the Substitute Check was correctly posted to your Account.

How Do You Make a Claim for a Refund?

If you believe that you have suffered a loss relating to a Substitute Check you received and that was posted to your Account, please promptly contact us at: **817-987-2400** or write to us at: **Susser Bank**, Customer Service:

**3030 Matlock Road, Suite 101
Arlington, Texas 76015**

You must contact us within forty (40) calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the Substitute Check in question or the Account statement showing that the Substitute Check was posted to your Account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include:

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

b) Return of Original Checks. You understand that even if you have asked for your original paper checks to be returned to you with your statement, those paper checks may not all be your Original Checks. Some or all of these original paper checks may be replaced with Substitute Checks.

Should you receive a valid Substitute Check from someone else that has not yet been collected, you may deposit that Substitute Check in the same manner as you would deposit an Original Check you received. Creating a valid Substitute Check takes specialized equipment and adherence to precise specifications. Accordingly, you agree not to attempt to change any Original Check you write or receive into a Substitute Check unless we, in our discretion, have first entered into a separate written agreement with you to permit you to create Substitute Checks that we will honor when deposited into your Account. If you do not have a separate written agreement with us granting you the ability to create Substitute Checks, then you can only deposit Substitute Checks or any IRD that purports to be a Substitute Check if such Substitute Checks have already been warranted by a bank or other financial institution in conformance with the Check 21 Act.

53. Electronic Banking Services.

a) Electronic Funds Transfers Generally. “Electronic funds transfers” refers to the following activities with respect to a Personal Account: ATM and Debit Card transactions (including POS transactions), direct deposits of payroll checks or government checks, preauthorized withdrawals, other direct deposits, use of our 24-hour automated phone system or use of **Susser Bank** Online Banking Services. These electronic funds transfers are generally governed by regulations issued by the Federal Reserve Board of Governors. Similar electronic funds transactions made with respect to Business Accounts are governed by the Texas Business and Commerce Code and any applicable federal law, rule, or regulation. You understand that all electronic funds transfers must originate from an Account on which you are an Account Holder. We reserve the right to refuse the acceptance of any particular transfer for any reason. We are not obligated, however, to pay any overdraft. However, to the extent we decide to pay any overdraft, you authorize us to make transfers and/or advances to your Account(s) if the balance in your Account is at any time insufficient to support any transfers you authorize.

b) Liability and Errors Relating to Electronic Fund Transfers (applicable only to Personal

Accounts). For information on errors relating to electronic fund transfers (e.g., computer, debit card or ATM transactions) refer to our separate Electronic Fund Transfers Disclosure and the sections on consumer liability and error resolution.

54. Important Information about Cash Reporting Requirements for Banks Under the Bank Secrecy Act. **Susser Bank** understands that most cash transactions are legitimate and that our customers are not involved in criminal activities. However, federal laws may require that we obtain specific information from you when conducting certain cash transactions. (Cash consists of currency and coin, both domestic and foreign.)

We cannot facilitate any transactions involving any individuals or entities that are listed on the United States Department of Treasury’s Office of Foreign Assets Control’s “Specially Designated Nationals and Blocked Persons List.” The federal Bank Secrecy Act (“Act”) also may require us to report cash transactions of more than \$10,000 to the Internal Revenue Service (IRS). In addition, we may report to the IRS multiple cash transactions which together total more than \$10,000 in any one (1) day.

You acknowledge that we may maintain a log of all sales of bank checks or drafts, cashier’s checks, money orders, and certain other products purchased in cash. We may be obligated by federal law to report to applicable government agencies transactions that may be structured with the intent to avoid the reporting requirements, and other transactions that appear to involve illegal activity. You understand and acknowledge that breaking transactions into amounts under any reporting amounts, commonly referred to as structuring, could be a violation of federal law. In order to satisfy the Act’s requirements, we may, request certain information about the individual presenting the transaction, as well as the organization or individual for whom the transaction is being conducted. This includes the individual’s/organization’s full name, permanent street address, Social Security Number, Taxpayer Identification Number, other identification numbers (such as driver’s license, ID or passport), date of birth (if applicable), and business, occupation or profession.

In an effort to keep you informed of important regulatory policies and requirements, we are providing you with the following frequently asked questions regarding cash transactions. We value your relationship with us and hope that you find these frequently asked questions about cash reporting requirements helpful. If you have any questions on this or any other regulatory subject, please do not hesitate to call your branch or your banker.

55. Confidentiality Statement. **Susser Bank** recognizes and respects our customers’ right to confidentiality. We feel a strong commitment to rigorously safeguard and protect their financial information.

Susser Bank has established procedures mandating training and education programs to inform all employees of the need to limit access to customer records and maintain the confidentiality of these records. Access to individual identifiable records of customers is limited to employees with

a valid business reason for such access. We have written procedures for providing and maintaining security for customer data and records. Physical customer records are stored in a secure location and protected by Security Procedures at all times. Strong, robust encryption technologies are used for computer-generated customer data and records. When exchanging customer information with third-party processors, we enter into confidentiality agreements with respect to customer data. We strive to meet the highest legal and ethical standards in the conduct of our business as allowed by law, observing both the letter and the spirit of the regulations surrounding the confidentiality and security of customer information.

HOW TO CONTACT US: call us at 817-987-2400 or write to us at: **Susser Bank**, Customer Service:

**3030 Matlock Road, Suite 101
Arlington, Texas 76015**

For more information, refer to **Susser Bank's** written Privacy Statement, which has been separately provided to you.

56. Terms for Debit Card Services on Personal Accounts. This Section covers your use of a Debit Card on your Personal Account, if you have one, issued by **Susser Bank**. Terms applicable to the use of Debit Cards issued by **Susser Bank** for Business Accounts are contained in our Treasury Management Agreement.

For purposes of this Section, the word "card" refers to the Debit Card bearing your name as cardholder, your card account number, and our name as issuer, which accesses your designated Personal Account(s) (i.e. checking, savings, and/or money market Accounts at the Bank. You have selected a PIN to use with your card. With your card and PIN you will be able to perform certain transactions at our automated teller machines ("ATMs") and other ATMs which are part of the networks in which we participate, and you may use the card for purchases or to secure cash advances at certain locations.

a) ATM Banking. You may use your card and PIN at ATMs which are a part of the networks in which we participate to make transfers between your Account(s), to withdraw cash from your Account(s), to make balance inquiries, and, if the ATM is enabled for deposit-taking, to make deposits to your Account(s).

b) Purchases or Cash Advances. You may use your card and PIN to purchase goods and services at any point-of-sale ("POS") terminal bearing the STAR logo and you may also initiate withdrawals from your Account(s) by presenting the Debit Card to a bank, or to merchants or other persons who honor Mastercard® cards, signing, or otherwise authorizing, an appropriate sales draft, and following any other customer procedures established by the bank or such merchant or other person. Some merchants are authorized to accept non-Mastercard® debit card transactions

without requiring you to enter your PIN. Because these transactions are not processed through the Mastercard® system, provisions of this Agreement that specifically relate to Mastercard® transactions do not apply. (The terms "presenting the card" or "use of the card", as used in this Agreement, include presenting or using the number stated on the Debit Card, and the terms "sales draft" or "drafts," as used in this Agreement, mean any sales draft, withdrawal slip or other document or electronic transmission generated in connection with a use or presentation of the card to obtain goods, services, cash or any other thing of value.)

You request and authorize the Bank to pay, from your Account(s) and to any bank, merchant or other person who presents any sales draft for payment, the amount specified in such draft, and to debit your Account(s) for that amount. You further request and authorize the Bank to pay from and debit your Account(s) for all other amounts if the payment of those amounts is initiated through use of the card. Each payment from your Account originated by use of the card may be charged by the Bank to your Account with the same legal effect as any authorized check drawn on the Account, except as otherwise provided herein. Use of the card to originate a withdrawal or authorize a payment shall constitute a simultaneous withdrawal from your Account, even though such withdrawal may not be actually posted to your Account until a later date. The Bank shall not be obligated to authorize withdrawals against deposits that have not been finally posted and settled to your Account. Any payment by us, in accordance with this Agreement, shall reduce, by the amount of the payment, our debt to you in connection with your Account(s). You also request and authorize the Bank to credit your Account(s) for the amount of any credit voucher originated in connection with use of the card.

c) Rights and Obligations for Card Holders. This Section establishes rights and obligations regarding the use of the card and PIN, and regarding your designated deposit Account(s) at Bank in connection with which the card is issued. The term "card," as used herein, also includes all renewal card(s) issued to you in connection with the Account(s). You make this Agreement on your behalf and on behalf of all other persons authorized or entitled to make withdrawals from the Account. You warrant that you are entitled or authorized to withdraw from the Account any and all amounts therein, and you agree that you will not divulge your PIN to any person nor authorize any person to use the card unless that person is likewise so entitled or authorized. If you permit or authorize another person to use your card, you will be liable for the resulting transactions. If two or more persons are authorized to use the card and/or to sign on the Account, each of those persons warrants to Bank that he or she has the authority to bind the other(s) to the terms and conditions of this Agreement, and each of those persons shall be jointly and severally responsible for the performance of the obligations specified herein. Your retention and use of the card, or your permitting another to use the card, or your signing the card or any sales draft in connection with the use thereof, shall be the equivalent of signing this Agreement and the subsequent amendments hereto, and shall constitute your agreement to the terms of this Agreement and any amendments hereto. This Agreement incorporates by reference your current address as shown on the records of the Bank. The card shall remain the Bank's property at all times, and you shall immediately deliver

it to the Bank on demand.

d) Types of Available Transfers. So long as you have sufficient available funds in your Account(s), you may use your card for the purchases/services mentioned below, but not to exceed the daily transaction limits established by the Bank. Should you require a higher maximum daily limit for a special circumstance, please contact us. From time to time there may be exceptions to the daily transaction limits due to security procedures or local interchange restrictions. If we elect to pay any card transaction that overdraws your Account, you shall immediately, without demand, pay to us the amount of the overdraft and all applicable fees and charges.

Savings Accounts may be accessed for POS or Mastercard® merchant transactions or for cash advances at participating financial institutions; and money market Accounts may also be accessed for these types of transactions. However, please be advised that if you choose to use a savings Account or money market Account to make such transactions, you may not make more than six (6) withdrawals or transfers from such savings Account or money market Account to another Account or to a third party during any statement cycle under the provisions of Federal Reserve Regulation D. If you exceed these Regulation D withdrawal limitations, your transaction may be refused or reversed by us or your savings Account or money market Account may be closed/converted by us.

If an ATM is not operational, you may not be able to withdraw cash or transfer money between your Accounts. Under certain conditions, such as when our computer is not operational, some transactions may be limited. During scheduled system maintenance or unscheduled downtimes, **Susser Bank** operated ATMs may go into "Stand-In Mode." During this maintenance window, you may have limited transaction capabilities. If you conduct a debit card transaction during Stand-In Mode, balance information may not be accurate due to system maintenance. Because of a lack of real-time balance information when in Stand-In Mode, we encourage you to use caution when conducting transactions that may move your Account balance into a negative or overdrawn status, which may cause you to incur an associated overdraft fee.

e) Charges and Fees.

Card Fees. For information regarding our service charges and fees applicable to your Account(s) and the use of your card, see other Sections in this Agreement and see our current fee schedule. By using the card, you agree to pay those fees and charges in effect from time to time. Such charges and fees shall never exceed the maximum amount allowed by applicable law.

ATM Fees Charged by Others. If you use an ATM that is not operated by us, you may also be charged a fee by the ATM operator and/or by any automated transfer network used, and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer. You agree to pay such fees.

f) Governing Procedures. The Account(s) and its/their use, and use of the card, shall be governed by this Agreement, any other agreements made and signature cards signed with respect thereto, previously or hereafter, by you or any other person authorized to sign on the Account(s), and any terms contained on the card. If any provision of this Agreement conflicts with a provision of any such other agreements, the provisions of this Agreement shall control with regard to the use of the card. We may establish whatever procedures and limits we believe are appropriate to enable us to prevent unauthorized use of the card. Those procedures may include the requirement that the person honoring the card obtain approval of the card's use in certain transactions before we will debit the Account and pay that person any funds in connection with those transactions. You shall have no claim or right of action against us for our failure or refusal to approve use of the card if the use is not within the procedures and limits established by us or in accordance with our agreements with you, regardless of whether or not the transaction would overdraw the Account. We shall not be liable if any financial institution, merchant or other person does not accept or honor your card (or the number stated on it).

g) Termination. We may, without notice or liability to you and without affecting your liability to us for previous card transactions, revoke or cancel the card and your right to use it and decline to make further charges against your Account(s) through use of the card. You acknowledge that the card remains the property of the Bank and you agree to surrender the card to us upon request and not transfer it to any third party. If the card is lost or stolen, you agree to notify us immediately, and to fully cooperate with us, including, but not limited to, providing us with all facts and information known by or reasonably available to you regarding such loss or theft. You may notify us as set forth in Section n). below.

h) Stop Payment. You may not place a stop payment order on any ATM, POS or debit card transaction. If you provided your card number for a recurring transfer you wish to stop, you must contact us by telephone or at the branch and give us the exact card number. We will close the card, and you can replace it upon request.

i) Documentation of Transfers.

Terminal Transfers - You can get a receipt at the time you make any transfer to or from your Account(s) using your card at any participating ATM, POS terminal or financial institution, unless the transaction is \$15 or less, in which case a receipt is not required to be given. Although the receipt may show another type of transaction, and each transfer from your Account using the card constitutes a withdrawal from your Account.

Periodic Statements - You will receive a statement for your Account detailing all electronic funds transfers for each statement period in which an electronic fund transfer to or from that Account has occurred, and in any case you will receive a statement for that Account at least quarterly.

j) Foreign Currency Transaction. If you use your card to conduct a transaction in a foreign currency, we will charge or credit your Account for the U.S. Dollar equivalent of the transaction as transmitted to us. The transaction amount will be converted to U.S. Dollars by the bank or network through which the transaction is processed using an exchange rate that the processor shall determine. The date of conversion may differ from the purchase date and the posting date identified in the periodic statement for your designated Account. You agree to pay charges and accept credits for the converted transaction amounts. A fee may be charged for a foreign currency conversion by the bank or network through which the transaction is processed, and you agree to pay such fees. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Mastercard® from the range of rates available in wholesale currency markets for the applicable central processing date. This rate may vary from the rate Mastercard® itself receives, or the government-mandated rate in effect for the applicable central processing date.

k) Lawful Purposes. You agree to not use or allow your card to be used, in person or through electronic devices (including, without limitation, the internet or mobile wallets or mobile devices), to purchase any unlawful goods or services or for any unlawful activity (including, without limitation, participation in any gambling activities). We may decline to make any transfer actually known to us to be for an unlawful purpose. You are responsible for determining whether any good, service or activity for which your card is used is lawful. If you use or allow your card to be used for any unlawful purpose, you agree not to make any claim against us with respect thereto. Further, you agree to indemnify and hold us harmless from any and all legal action or liability which may be asserted, directly or indirectly, against us arising out of or resulting from the illegal use of your card.

l) Indemnity. You are responsible to settle directly with the merchant or other business establishment any claim or defense with respect to goods or services purchased with the card. We are not responsible for, and you agree to indemnify and hold us harmless from and with respect to any and all damages or liability resulting from, any misrepresentation by a merchant or other business establishment of quality, price or warranty of goods or services paid for by using the card, or with respect to any discount offered as part of the card program. We do not warrant any discounts related to the card. To the fullest extent allowed by applicable law, you agree to indemnify and hold us harmless from and with respect to any and all claims, damages or liability resulting from: (i) any misrepresentation with respect to or any breach or nonfulfillment by you or anyone you permit to use the card of any of the terms, conditions and provisions of this Agreement; (ii) the misuse of the card by you or anyone you permit to use the card; (iii) the failure to properly use the card in accordance herewith; or (iv) any other act or omission with respect to use of the card and/or PIN by you or anyone you permit to use the card and/or PIN resulting in claims against or damages or liability to Bank; together with all judgments, costs, legal and other reasonable expenses resulting from or incidental to any of the above and as further set forth in this Agreement.

m) Your Liability for Unauthorized Transfers. Tell us AT ONCE if you believe your **Susser Bank**

Debit Card or similar card, or your **Susser Bank** User ID, PIN or other device or code which accesses your Account has been lost, stolen or otherwise learned or acquired by an unauthorized person, or if you believe that an electronic funds transfer has been made without your permission using information from your check or otherwise. The best way to minimize your loss is to call us immediately. The unauthorized use of your card or PIN could cause you to lose all of your money in your Account(s), plus any amount available under your overdraft protection if you do not notify us in a timely manner. Also, if your Account statement shows transfers that you did not make, including those made by card, code or other means, tell us at once.

Please refer to our Electronic Funds Transfers Disclosure for a description of your liability for unauthorized transfers involving your Debit Card on your Personal Account(s) with Susser Bank.

n) How to Notify Us. The telephone numbers and relevant address for notification are as follows: Telephone: (817-987-2400), in writing:

**Susser Bank, Customer Service
3030 Matlock Road, Suite 101
Arlington, Texas 76015**

o) Error Resolution Procedures. In case of errors or questions about your electronic funds transfers, either call or write to us using our contact information as listed above. **Please refer to our Electronic Funds Transfers Disclosure for a description of the procedures and timelines that must be observed when reporting errors regarding transfers using your Debit Card on your Personal Accounts(s) with Susser Bank.**

p) Our Liability for Failure to Complete Transfers. If we do not complete a transfer to or from your Account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages up to the amount of the transfer. We are not liable to you for any special, incidental, exemplary, punitive or consequential losses or damages of any kind. However, there are some exceptions to our liability. 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 ATM, terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- If circumstances beyond our control (such as power outages, equipment failures, fire or flood) prevent the transfer, despite commercially reasonable precautions that we have taken.
- If the funds are subject to legal process or other encumbrance restricting the transfer.
- If an Account becomes dormant (in which case we may terminate card or PIN access to that Account).
- If your card or PIN has been revoked due to inactivity or otherwise in our discretion.

There may be other exceptions, in addition to those listed above, stated in any other of our agreements with you, or as permitted by law.

q) Personal Debit Card Safety Guidelines. Your card offers you easy access to your Accounts 24-hours a day, 365 days a year. While you're enjoying the convenience of your Debit Card, keep the following safety tips in mind for secure banking transactions:

- Protect your card just as you would cash, checks or credit cards. Always keep your card in a safe place. Don't allow anyone to use your card.
- Keep your PIN a secret. To ensure confidentiality, memorize your PIN. Don't write your PIN on your card, its carrier or other papers in your wallet. Never tell anyone your PIN and don't let anyone enter your PIN for you.
- Never give information to anyone about your card over the telephone or the internet unless it is a trusted merchant and you initiated the transaction. No one should know your PIN. The Bank will never call, text message, or email to verify your PIN, so do not reveal your number to anyone claiming to be a bank representative.
- Minimize time spent at the ATM by having your card ready. When you've completed your transaction, take your money, debit card and receipt, and leave the area. Store your ATM receipts in a secure location or shred them.
- Inspect an ATM before use for possible tampering or for the presence of an unauthorized attachment that could capture information from your card, such as your PIN. Also, when you're waiting to use a terminal, allow the customer in front of you to complete his/her transactions before you approach the terminal. You can stand in front of the keyboard, to block the view of anyone behind you, while entering your PIN.
- If your card has a magnetic strip, protect the magnetic strip on the back of the card. Keep your card in the carrier provided and never store the card with its magnetic strip in direct contact with the strip of another card. If your card has an EMV chip, protect the EMV chip on the front of your card.
- Check your ATM receipts against your monthly Account statement to guard against fraud. Notify us immediately if you suspect any unauthorized transactions.
- Always observe the surroundings at an ATM before conducting a transaction. Observe the area before approaching. If you see anything or anyone suspicious, leave the area immediately.
- When using a drive-up ATM, keep your engine running, the doors locked and your windows up until you approach the terminal. It's also a good idea to keep a distance between cars should you need to leave the area quickly.
- When using a drive-up ATM at night, keep your headlights on so you will be able to see the area as you drive in. Try to pull your car up as close to the terminal as possible. Keep in mind locations of other ATMs if you're concerned about your safety when using a terminal.
- Be alert and select a visible, well-lit area when you're handling transactions at night. If an ATM is obstructed or poorly lit, report any problem to the financial institution.
- If you see suspicious persons or circumstances, do not use the ATM at that time. If you

began a transaction, cancel it, take your card, and leave. Come back at another time or use another ATM.

- Report a lost or stolen card or PIN at once. Your liability may increase the longer the loss or theft goes unreported. If your card or PIN is lost or stolen, please notify us immediately by calling the number for notification set forth in Section n).
- If anyone follows you after conducting a transaction, go to a crowded, well-lit area and call the police.
- If a crime was committed, file a report with law enforcement where the crime occurred and obtain a copy or the offense number.
- When finished using a card online, log out of the website rather than merely closing the web browser.

57. Terms for Debit Card Services on Business Accounts. This Section Applies only to Business Accounts, and is not Applicable to Personal Accounts.

a) Business Debit Card Service. These Business Debit Card Service-specific terms govern the use of your **Susser Bank** Business Debit Card (also referred to herein as a "card" or a "Business Debit Card") and related bank services (the "Business Debit Card Services"). This Section governs your use of our Business Debit Card Services unless varied or supplemented in writing by Bank. This Section also incorporates any other terms and conditions of any disclosures related to your Business Debit Card that we may deliver to you from time to time. You should read this Section carefully. For purposes of this Section, "Cardholder" refers to any person authorized by you to either use or receive a Business Debit Card to access your Business Account(s) with **Susser Bank**.

b) Business Card Purpose. You and any Cardholder agree that the Business Debit Card is for use by business customers and their employees only. The Business Debit Card can be used for business purpose point-of-sale, online e-commerce and Automated Teller Machine (ATM) transactions only. The Business Debit Card may not be used for personal, family or household purposes or to access any Personal Account with **Susser Bank**. You and any Cardholder acknowledge and understand that the Business Debit Card shall not be treated as a consumer card under the provisions of state and federal law. You agree to provide written instructions to all Cardholders that the Business Debit Card shall not be used for consumer or household purposes. We assume that all Business Debit Card transactions are for business purposes. We do not monitor transactions to determine their purpose.

c) Account Requirement; Payment Responsibility. The Business Debit Card allows Cardholders to directly access the Business Account(s) associated with the card. Bank will issue Business Debit Cards and codes to you at your request. Each Business Debit Card will identify your business as well as the individual Cardholder. The Business Debit Card Services described in this Section will be available to you only as long as you maintain a business account with us. You are liable for the payment of card transactions authorized by you or any of your Cardholders.

d) Security Procedures. You agree to the following "Security Procedures" with regard to the Business Debit Card Services. Each Cardholder must sign their Business Debit Card before it may be used. You agree to require both a Business Debit Card and a PIN to be used together to purchase goods, pay for services or obtain cash at designated ATMs. A Business Debit Card cannot be used to complete a transaction without a PIN. Once a Business Debit Card has been issued it cannot be transferred to another person. You agree to immediately notify us when you terminate a Cardholder's rights and to promptly return that Business Debit Card to **Susser Bank**. You agree to provide written instructions to all Cardholders about the importance of protecting the Business Debit Card and their PIN. You agree that the dollar/frequency limits assigned to each Cardholder by you will also serve as a Security Procedures.

e) Termination. Yours and your Cardholder's use of Business Debit Cards and the privileges associated with our Business Debit Card Services may be cancelled by us at any time for any reason and without prior notice to you or any Cardholder. The Business Debit Card remains the property of **Susser Bank**, and if we ask you or any Cardholder to return a Business Debit Card, you or Cardholder must do so, with the card cut in half and mailed to **Susser Bank**. Additionally, we reserve the right to at any time deny the issuance of a Business Debit Card or terminate an existing Business Debit Card for any Cardholder that is not in good standing with **Susser Bank** or otherwise is ineligible to do business with us.

f) Card Stop Payments. Only stop payment requests from you or the Cardholder who authorized the transaction will be honored. However, because Business Debit Card transactions are often processed immediately, stopping or amending payment is difficult and we cannot ensure that any request you or a Cardholder make will be effective. To be effective, we must receive a Business Debit Card stop payment request in time to give us a reasonable opportunity to act. Only you may release a stop payment request once it is made.

g) Types of Transactions. Below are the types of transactions your Business Debit Card will accommodate (see our separate fee schedule for additional information about charges. Some of these services may not be available at all terminals).

ATM. You may access your Business Account(s) by ATM using your Business Debit Card and code to:

- Make deposits to your Business Checking Account.
- Make deposits to your Business Savings Accounts.
- Get cash withdrawals from Business Checking Account (up to the amount of **Susser Bank's** daily Business Debit Card withdrawal limit, and subject to any ATM terminal withdrawal limit).
- Get cash withdrawals from your Business Savings Account (up to the amount of **Susser Bank's** daily Business Debit Card withdrawal limit, and subject to any ATM terminal withdrawal limit).
- Transfer funds from your Business Checking Account to your Business Savings Account.

- Transfer funds from your Business Savings Account to your Business Checking Account.
- Get information about the account balance of your Business Accounts.

Point-of-Sale Transactions. You and your Cardholders may access your Business Accounts with a Business Debit Card to purchase goods (in person, online/mobile, or by phone), pay for services (in person, online/mobile, or by phone), get cash from a merchant, if the merchant permits, or from a participating financial institution and do anything that a participating merchant will accept.

h) Using your Business Debit Card and/or PIN. Unless otherwise agreed by the Bank in writing, the following general limitations will apply:

- You or your Cardholders may make no more than 10 transactions per day.
- You or your Cardholders may not exceed \$2,500.00 in transactions per day.

i) Currency Conversion and International Transactions. When you or any Cardholder uses a Business Debit Card at a merchant that settles in currency other than U.S. dollars, the charge will be converted into the U.S. dollar amount. The currency conversion rate used to determine the transaction amount in U.S. dollars is either a rate selected by the payment network for your Business Debit Card from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate the payment card network itself receives, or the government mandated rate in effect for the applicable central processing date. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date. **Susser Bank** passes all international transaction fees on to you. An "international transaction" is a transaction where the country of the merchant is outside the USA.

j) Advisory Against Illegal Use. You and all Cardholders agree not to use any Business Debit Card for illegal gambling or other illegal purpose. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which you or a Cardholder may be located.

k) Receipts and Records. You or your Cardholders can obtain a receipt at the time a transfer to or from your Business Account(s) using an automated teller machine or point-of-sale terminal. However, you or your Cardholders may not get a receipt if the amount of the transfer is \$15 or less. You and your Cardholders agree to retain copies of all records including receipts, credit slips (for returned merchandise), and cancellation numbers (for cancelled reservations). You and Cardholders should also mark each transaction in your Business Account records (but not while at a terminal). Your Business Account statements and other records available through our Online Banking Service will also include a record of transactions made using any Business Debit Card by any Cardholder unless there are no transfers in a particular month.

l) Limitations on Bank's Liability. In addition to the other provisions regarding limitation on our liability in these Procedures, with regard to Business Debit Card transactions, Bank will not be liable if:

- You do not have enough money in your account to make the transfer.
- You have an overdraft line and the transfer would cause you to exceed your credit limit.
- An ATM does not have sufficient cash.
- A terminal, system or ATM network is not working properly.
- Circumstances beyond Bank's control (such as fire or flood) prevent the transfer.
- A merchant refuses to accept a Business Debit Card.
- An ATM rejects a Business Debit Card.
- There may be other limitations on Bank's liability with regard to Business Debit Card transactions.

m) Unauthorized Transfers. Additional Risk Associated with Use of Business Purpose Cards. You will not have the benefit of any consumer law limiting liability with respect to the unauthorized use of any Business Debit Card by you or any of your Cardholder. This means your liability for the unauthorized use of any Business Debit Card could be greater than the liability in a consumer debit card transaction. You accept and agree to undertake the additional risk and greater measure of liability associated with the use of Business Debit Cards as described in this Section.

Your Liability for Unauthorized Transfers. You are liable for Business Debit Card transactions you or your Cardholders do not authorize if Susser Bank can prove that we processed the transaction in good faith and in compliance with a commercially reasonable Security Procedures to which we both agreed, unless otherwise required by law. You agree to notify Susser Bank AT ONCE if you believe a Business Debit Card and/or PIN of yours or any Cardholder has been lost or stolen. Telephoning is the best way of keeping possible losses down. You could lose all the money in your Account (plus any maximum overdraft line of credit). If your Business Debit Card and/or PIN is lost, stolen, or used without your or your Cardholder's permission, you agree to notify us immediately and to promptly confirm such notice in writing. Your liability for transactions with any Business Debit Card and/or PIN will continue until two (2) Business Days after the we receive such written notice.

Additional Limit on Liability. You may be entitled to additional limits on liability under applicable Mastercard® rules and policies. Those additional limits on liability, if available, may not apply to ATM transactions outside of the U.S., to ATM transactions not sent over Mastercard® or STAR networks, or to transactions using a PIN which are not processed by Mastercard®.

Contact in Event of Unauthorized Transfer. If your or any Cardholder believes your Business Debit Card and/or PIN has been lost or stolen or that someone has transferred or may transfer money from your Business Accounts without your or Cardholder's permission, notify us immediately at one of the following telephone numbers: (817-987-2400) or write to us at:

Susser Bank, Customer Service
3030 Matlock Road, Suite 101
Arlington, Texas 76015

You may be required to provide confirmation of the oral notice in writing to Susser Bank based upon the instructions we provide to you.

Consequential Damages. We will not be liable for any consequential or incidental damages resulting from the unauthorized use of your Business Debit Card.

n) Error Resolution for Business Accounts. You agree to examine your receipts and periodic statements relating to your Business Account(s) using ordinary care and to report any errors or problems to us within a reasonable time. You agree that the time to examine each periodic statement and report to Susser Bank will depend on the circumstances, but will not, in any circumstance, exceed a total of thirty (30) days from when the statement containing the error or problem was first made available to you. If you do not report within thirty (30) days, we will be entitled to treat such information as correct and you will be precluded from asserting otherwise. A "statement" for purposes of this section includes any record of a transaction that is made available to you within Susser Bank's Online Banking Service. Susser Bank will only recredit your Account(s) for errors or problems only to the extent that it is required to do so by law, and only if such laws may not be modified contractually as provided herein. You agree to call or write Susser Bank immediately with errors or questions about any Business Debit Card transactions at the telephone number or address listed above. If you notify us orally, we may require your complaint or question to be submitted in writing. We will investigate the matter and notify you of the results within a reasonable amount of time. The exact time will depend on the specific circumstances of the error or problem.

58. Wire Transfer Agreement (Personal Accounts and Business Accounts). With respect to Wire Transfers or other transfers of funds which are not governed by the Electronic Funds Transfer Act or, as applicable for certain Business Accounts, any Treasury Management Agreement that you may have with us, you agree to comply with this Section and any of our Security Procedures designed to verify the authenticity of such Wire Transfers or other transfers. The following provisions set forth your rights and responsibilities with regard to Wire Transfer requests you initiate or receive. Although a Wire Transfer is an electronic payment, it does not process as an ACH Item or an electronic funds transfer item that is subject to the Electronic Funds Transfer Act and its implementing Regulation E. You hereby authorize and request that we make wire or similar transfers of funds from time to time in accordance with the provisions and procedures more fully set forth in other Sections and/or other agreements and documents pertaining to your Account(s) with us.

a) Payment Order. Wire Transfer requests must be completed by you or an authorized signer with respect to your Account(s). Any request by you or an authorized signer for a Wire Transfer of funds, or any amendment or modification to, or cancellation of, that request, or any related instruction, is referred to in this Agreement as a "Payment Order." As used herein, the term "Payment Order" shall be deemed to include a request to transfer funds by wire by means of the Federal Reserve Fedwire®, through a Correspondent Bank, the Society for Worldwide Interbank

Financial Telecommunication ("SWIFT"), TELEX, computer terminal, or other means. The term shall be deemed not to include transfers made through ACH system within the United States, as defined by NACHA Operating Rules as those rules may be amended from time to time.

b) Authorized Accounts for Wire Transfer Services. You agree that unless otherwise agreed to by you and us in writing, each Account you maintain with us is authorized to transfer and receive funds via wire. You may limit Accounts which are authorized to transfer and receive funds via Wire Transfers by notifying us in writing that such account is not authorized to pay or receive Wire Transfers. Such notice will not be effective until it is acknowledged in writing by us and we have a reasonable time to act thereon.

c) Authorized Agents. You, each authorized signer on your Account(s), and, with respect to Business Accounts, those persons who you or your authorized signers designate or otherwise authorize to give Payment Order instructions to us or otherwise authorize to give instructions to us for the transfer of funds and matters related thereto are referred to collectively this Section as "Authorized Agents." You represent and warrant to us that each Authorized Agent is authorized by you and on your behalf to initiate and verify Payment Orders. You agree to complete such documentation as we may require in our sole discretion to identify your Authorized Agents. You may change the Authorized Agents from time to time upon prior written notice to us and by completing such documentation as we may require. Any such notices must be expressly acknowledged by us in writing to be effective and such notice will not become effective until we have had a reasonable time to act thereon.

d) Funds Transfer Procedures. Subject to our normal banking hours and other deadlines, whether legal, regulatory, or contractual, you hereby authorize and direct us to make transfers and to act upon any Payment Order upon receipt, whether transmitted in writing, via facsimile transmission, via electronic mail, via telephone, or by any other means. Unless you are otherwise notified in writing, we will receive Payment Orders and incoming Wire Transfers on Business Days between the hours of 8:00 a.m. and 4:30 p.m. Central Time. Wire Transfers must be both received and approved by us prior to the above-stated cutoff in order to be processed on the same Business Date. Any Payment Order received or approved by us after the applicable cutoff time, may be treated as having been received on the next Business Day.

We will use reasonable efforts to execute all Payment Orders received in accordance with this Agreement and by the date designated by you, provided that such Payment Orders are received on the days and during the hours of our operations as set forth above. Notwithstanding the foregoing, you understand and agree that we may not execute a Payment Order immediately on receipt and that there may be some lapse in time between you initiating a Payment Order and us executing it. You agree that we shall have a reasonable amount of time to execute on any Payment Order, including such time as necessary for us to confirm to our satisfaction your compliance with this Agreement and the security procedures described herein.

We will not be deemed to have accepted a Payment Order until such Payment Order is actually executed. For purposes of this Agreement, a Payment Order is deemed executed once we issue an order intended to initiate your Payment Order through a Wire Transfer system. You acknowledge and agree that we may select any intermediary financial institution, system, or means of transmittal to transmit funds, including, but not limited to, the Fedwire® Wire Transfer system for the transfer of domestic funds. Furthermore, you acknowledge and agree that our selection may differ from that indicated in your Payment Order. If you request, we will use reasonable efforts to notify you of incoming Wire Transfers, but you agree that we shall have no liability to you of any kind for failing to provide such notice.

You acknowledge and agree that we are not obligated to accept any Payment Order. We may, in our sole discretion, reject a Payment Order for any reason including, but not limited to, any of the following reasons: (i) you fail to submit the Payment Order in sufficient time to meet your requested execution date; (ii) there are insufficient funds in your Account(s) to cover the amount of the Payment Order; (iii) the Payment Order contains incomplete instructions; (iv) we are unable to verify to our satisfaction that the Payment Order has been submitted in accordance with all applicable Security Procedures, including those contained in this Agreement; or (v) you have failed to meet your obligation for payment of fees and charges owed to us under this Agreement or any other Agreement between you and **Susser Bank**. In the event a Payment Order is rejected, we will make reasonable efforts to notify you by telephone and, if unable to do so, will notify you in writing (which notice may be provided electronically or through any other manner permissible under applicable law). If we do not receive your corrected Payment Order within five (5) Business Days from the date the original Payment Order was initiated, we will deem the Payment Order cancelled by you. Funds from incoming transfers will not be deemed collected or credited to the Authorized Accounts or other Accounts you maintain with us until such time as we receive final settlement through the Federal Reserve Bank Wire Transfer system, or otherwise receive payment as provided in the Article 4A of the UCC or other applicable law. You agree that the terms and conditions set forth herein constitute a commercially reasonable method of facilitating Wire Transfers by you.

e) Security Procedures for Wire Transfers and Related Limitation of Bank Liability. YOU AGREE THAT YOU HAVE SOLE RESPONSIBILITY FOR EVALUATING AND APPROVING THE LEVEL OF SECURITY PROCEDURES FOR ISSUING PAYMENT ORDERS GIVEN THE SIZE AND TYPE OF ACCOUNTS YOU MAINTAIN WITH US AND THE SIZE, TYPE, AND FREQUENCY OF TRANSACTIONS YOU INTEND TO MAKE. YOU ALSO AGREE THAT YOU HAVE SOLE RESPONSIBILITY FOR MAINTAINING THE CONFIDENTIALITY, MAINTENANCE, USE OF, CONTROL OVER, AND ACCESS TO, YOUR PASSWORD(S), LOG-IN ID(S), SECURITY TOKENS, PIN(S), PASSCODE(S), AND OTHER PIN(S) AND/OR SECURITY DEVICES OR OTHER INFORMATION THAT WE MAY USE IN OUR SOLE DISCRETION (SUCH AS "CHALLENGE QUESTIONS") TO ATTEMPT TO AUTHENTICATE PAYMENT ORDERS.

You agree to: (1) limit use and access of all access number(s), password(s), log-in ID(s), security

tokens, security token serial numbers, PIN(s), passcode(s), and other information intended to authenticate Payment Orders to trusted persons who need such information; (2) instruct such persons that they are not to disclose any access number(s), password(s), log-in ID(s), security tokens, security token serial numbers, PIN(s), passcode(s), or other information intended to authenticate Payment Orders to any other person; and (3) establish and maintain procedures to ensure that all access number(s), password(s), log-in ID(s), security tokens, security token serial numbers, PIN(s), passcode(s), and other information intended to authenticate Payment Orders will be maintained in strictest confidence and to safeguard against unauthorized access thereto.

You agree that each time you initiate a Payment Order, you represent and warrant that, in view of the size and type of your Account(s) and your requirements, (a) the security procedure you have chosen for issuing Payment Orders is a satisfactory method of verifying the authenticity of any Payment Order, and (b) you have in place proper supervision and safeguards to maintain the confidentiality and security of your password(s), log-in ID(s), security tokens and other PIN(s) and/or security devices or other information intended to authenticate Payment Orders.

YOU AGREE THAT TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE WILL NOT BE LIABLE FOR ANY INSTRUCTION, PAYMENT ORDER, AMENDMENT, OR CANCELLATION, OR ANY LOSS ARISING THEREFROM, ERRONEOUSLY TRANSMITTED BY YOU OR ANYONE AUTHORIZED BY YOU HEREUNDER OR CONTAINING AN ERROR IN CONTENT AS PROVIDED BY YOU OR ANYONE AUTHORIZED BY YOU HEREUNDER, REGARDLESS OF WHETHER WE FOLLOWED THE SECURITY PROCEDURES AGREED UPON HEREIN OR ANY APPLICATION HERETO.

Without limiting the foregoing, we may, but are not obligated to, verify the authenticity of a Payment Order. For Payment Orders transmitted via facsimile, via electronic mail, and/or via telephone, prior to accepting any Payment Order over certain amounts, our internal policy may generally require that a call be made to you or other Authorized Agent. However, you acknowledge that our internal policies are only for the internal benefit/protection of the Bank, and do not create any duties for the bank.

In the case of a "reoccurring" Payment Order in amounts over certain limits to be determined by us, we may not require a callback or other secondary authentication procedure. For recurring Payment Orders, you may request in writing that we waive any of our normal authentication procedures, and thereby acknowledge and formally accept the risks associated with such a waiver. A Payment Order is "reoccurring" if it contains at least the same beneficiary name, beneficiary Account number, and receiving/beneficiary bank (or final receiving/beneficial bank if an international wire) as was included in a prior outgoing wire request.

For Payment Orders transmitted via our Online Banking System or our Treasury Management Services, as applicable, the access number(s), password(s), log-in ID(s), security tokens, security token serial numbers, PIN(s), passcode(s), or other procedures described in our other agreements

with you governing those systems will be required for access.

YOU REPRESENT AND WARRANT THAT, IN YOUR VIEW, THE SECURITY PROCEDURES DESCRIBED IN THIS SECTION ARE A SATISFACTORY AND COMMERCIALY REASONABLE METHOD FOR US TO VERIFY THE AUTHENTICITY OF A PAYMENT ORDER GIVEN THE SIZE AND TYPE OF ACCOUNTS YOU MAINTAIN WITH US AND THE SIZE, TYPE, AND FREQUENCY OF TRANSACTIONS YOU INTEND TO MAKE. YOU AGREE THAT WE SHALL BE CONCLUSIVELY DEEMED TO HAVE DISCHARGED OUR DUTY TO ACT IN GOOD FAITH IF WE HAVE FOLLOWED THE PROCEDURES DESCRIBED IN THIS SECTION (REGARDLESS OF WHETHER OR NOT OUR INTERNAL POLICIES OR PROCEDURES REQUIRE SOMETHING DIFFERENT) AND YOU ASSUME FULL RESPONSIBILITY FOR ALL PAYMENT ORDERS EXECUTED BY US USING THE PROCEDURES DESCRIBED IN THIS SECTION.

You acknowledge and agree that we have made one or both of our Online Banking and (for certain Business Accounts) Treasury Management Services with additional Security Procedures available to you to transmit Payment Orders. You further acknowledge and agree that Payment Orders transmitted to us via facsimile, via electronic mail, and via telephone may pose a higher degree of risk than those transmitted to us via our Online Banking and Treasury Management Services. IF AT ANY TIME YOU OR ANY OF YOUR AUTHORIZED AGENTS ELECT TO TRANSMIT A PAYMENT ORDER VIA FACSIMILE, VIA ELECTRONIC MAIL, AND/OR VIA TELEPHONE: (A) YOU REPRESENT AND WARRANT THAT YOU UNDERSTAND THE RISK OF TRANSMITTING PAYMENT ORDERS IN SUCH MANNER AND WITHOUT THE SECURITY PROCEDURES WE MAKE AVAILABLE FOR TRANSMITTING PAYMENT ORDERS ELECTRONICALLY, AND YOU HAVE IN PLACE YOUR OWN SECURITY PROCEDURES THAT YOU DEEM ADEQUATE TO PROTECT YOURSELF AGAINST THE RISK OF LOSS THAT MAY BE ATTRIBUTABLE TO FRAUDULENT OR UNAUTHORIZED PAYMENT ORDERS TRANSMITTED VIA FACSIMILE, VIA ELECTRONIC MAIL, AND/OR VIA TELEPHONE (INCLUDING, BUT NOT LIMITED TO, SECURITY PROCEDURES THAT PREVENT OR REDUCE THE LIKELIHOOD OF ELECTRONIC MAIL COMPROMISE), AND (B) YOU ASSUME ALL RISK AND LIABILITY FOR, AND RELEASE AND HOLD US HARMLESS FROM, ANY AND ALL LOSSES, DAMAGES, COSTS, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) INCURRED AS A RESULT OF OUR HAVING ACCEPTED IN GOOD FAITH ANY PAYMENT ORDER FROM (OR PURPORTING TO BE FROM) YOU TRANSMITTED VIA FACSIMILE, VIA ELECTRONIC MAIL, OR VIA TELEPHONE FROM (OR PURPORTING TO BE FROM) YOU OR ANY OF YOUR AUTHORIZED AGENTS.

You agree that **Susser Bank** has advised you of the possible risks of sending confidential information such as bank account or personally identifying information through unsecure channels such as email or facsimile. You agree that we shall have no responsibility or liability for confidential information communicated by you to **Susser Bank** via unsecure channels.

Without limiting any of the foregoing, we reserve the right, in our sole discretion, to require any of the following additional methods of authentication before we accept or act on any Payment

Order: (a) require that a Payment Order be submitted to us in writing, bearing the signature of you or other Authorized Agent, on a form to be provided by us; and/or (b) require that a return call may be made to an Authorized Agent to verify the authenticity of such Payment Order; and/or (c) require authenticating information including such authenticating information as PINs, passwords, or other information (such as "challenge questions") intended to authenticate instructions; and/or (d) require that such other security requirements be met as we deem necessary to authenticate a transaction. You understand and agree that your failure to submit a request to us on our form, to accept a return call, or comply with any other security requirements that we require may result in us rejecting a Payment Order. You further understand and agree that we are not required to do any of the foregoing described in (a)–(d) and the fact that we do not take such action in one case shall not waive our right to take such action in another case, nor the fact that we took such action in one case establish an expectation on your part that we will take such action in the future. You also understand and agree that we may change our Security Procedures or add new requirements at any time, and, upon notice to you, you will comply with such changes.

For certain Business Accounts which are set up to receive electronic wire notification alerts through our Treasury Management Service, after receiving a Payment Order, we will send you an electronic message via our Online Treasury Management Services setting forth the date, amount, and other information regarding the Payment Order. The confirmation will be sent to you on the Business Day your Payment Order is received based on the instructions we have on file for you. Regardless of the manner in which a Payment Order is received, on occasion we may mail, email, or facsimile to you at such address and number(s) as you must designate from time to time, other confirmation setting forth the foregoing information regarding a Payment Order. In addition, your periodic statement will also include such information. You may also access your Account details by way of our Treasury Management Services (for certain Business Accounts), Online Banking System, and/or our telephone banking services. You agree to examine each electronic message, confirmation, and periodic statement upon receipt and to notify us immediately of any perceived error or other problem regarding any Wire Transfer.

Payment Orders may be subject to other Agreements between us and you (for example, our Online Banking Agreement and our Treasury Management Agreement), and you agree to comply with such other Agreements. You agree that you have been advised of, and will comply with, all Security Procedures set forth in this Agreement and any other applicable Agreement between us and you. You agree that your failure to comply with our Security Procedures in this Agreement and any other applicable Agreement shall result in you being responsible for any liability, loss or damage resulting from such failure.

f) Customer Verification. You agree that we are authorized, but not obligated, to rely upon and act in accordance with any Payment Order or other instruction or communication by facsimile, phone, email, or other electronic transmission (including without limitation any transmission by use of our software or the internet, if applicable) received by us without inquiry on our part as

to its accuracy or correctness. You further agree that we may, but are not obligated to, verify the accuracy or correctness of any Payment Order or other instruction or communication you provide us. If we attempt to verify the accuracy or correctness of a Payment Order, or other instruction or communication, and are unable to do so, we may, in our sole discretion, either make the transfer or decline to make the transfer or follow the instructions or decline to follow the instructions. In such event, we shall not be liable to you for any actual loss of any kind or in any amount, provided we have acted in good faith, even if such Payment Order or other instruction or communication contains inaccurate or erroneous information. You acknowledge and agree that you should verbally verify all Payment Orders and other instructions and communications prior the time that you send such Payment Orders to us.

g) Wire Transfer Options. You may initiate Payment Orders on an as-needed basis ("Standard Transfer") and/or may establish a predetermined, preauthorized schedule of Payment Orders ("Repetitive Transfer"). For Repetitive Transfers, we may require additional documentation and agreements from you, including certain written waivers and indemnities to the extent you request that we waive any of our normal internal security procedures in connection with a Repetitive Wire. Additionally, upon receipt of documentation deemed satisfactory to us in our sole discretion, you may permit third parties to initiate a reverse Wire Transfer with the effect of debiting your Account with us and crediting the third party's Account in accordance with the authorized Payment Order.

h) Account-to-Account Transfers. Your Account-to-Account transfers (i.e., book transfers) also constitute Payment Orders. All Payment Orders initiated by you must be initiated in compliance with our Security Procedures set forth in this and any other applicable agreement between us and you.

i) Wire Transfer Customer Responsibilities. You agree that you have sole responsibility for ensuring the accuracy of any Payment Order. You understand that the numbers assigned to other financial institutions and to the financial Accounts of recipients of transfers (known as beneficiaries) with us and other financial institutions are critical to Payment Orders. **IF ANY PAYMENT ORDER BY YOU DESCRIBES THE INTENDED BENEFICIARY OF FUNDS INCONSISTENTLY BY NAME AND ACCOUNT NUMBER THAT PAYMENT BY THE RECEIVING FINANCIAL INSTITUTION (WHICH MAY BE US) MAY BE MADE ON THE BASIS OF ACCOUNT NUMBER ALONE EVEN IF THAT ACCOUNT IS NOT OWNED BY THE PERSON OR ENTITY NAMED IN THE PAYMENT ORDER. WE WILL NOT BE LIABLE FOR ANY ERRORS OR LOSSES RESULTING FROM ANY ERRORS IN OR CHANGES TO THE BENEFICIARY INFORMATION PROVIDED BY YOU. YOU HEREBY AGREE AND ACKNOWLEDGE THAT WE, THE BENEFICIARY'S FINANCIAL INSTITUTION, AND EVERY INTERMEDIARY FINANCIAL INSTITUTION ARE NOT RESPONSIBLE FOR DETECTING ANY CUSTOMER ERROR CONTAINED IN ANY INDIVIDUAL PAYMENT ORDER.**

If requested, you agree to provide an address of the beneficiary of each requested transaction. You represent and warrant to us that each transfer initiated by you is in compliance with the laws of the United States of America, including, without limitation, economic sanctions administered by the U. S. Office of Foreign Assets Control ("OFAC") and any other applicable laws.

j) Certain Bank Responsibilities. Our duties and responsibilities with respect to a Payment Order and any Wire Transfer service are limited to those described in this Agreement. Our liability for failure to execute a Payment Order, if any, shall be limited as set forth in this Agreement. We will use ordinary care in performing under this Agreement, but will be responsible for any loss sustained by you only to the extent such loss is incurred as a direct result of our gross negligence or willful misconduct. However, in such case, our liability will extend only to the resulting direct loss not to exceed the amount of the disputed transfer and any related fees. Notwithstanding the foregoing, you agree that we will not be responsible for any liability, loss, or damage resulting from: your failure to follow this Agreement or any procedures we require for transmitting Payment Orders, of which we have notified you; or any delay in the performance by us of, or failure to perform, the provisions of this Agreement; or the acts or omissions of any other person. You further agree that to the fullest extent permitted by law we shall not be liable for any special, indirect, exemplary, or consequential damages, including, but not limited to, lost profits, even if we have been informed of the possibility of such damages.

IN THE EVENT THAT A PAYMENT ORDER IS UNAUTHORIZED BUT EFFECTIVE PURSUANT TO THE SECURITY PROCEDURES AND OTHER PROCEDURES AGREED TO HEREIN, WE ARE ENTITLED TO ENFORCE OR RETAIN PAYMENT FOR THE PAYMENT ORDER FROM YOU UNLESS YOU CAN PROVE THAT THE PAYMENT ORDER WAS NOT CAUSED, DIRECTLY OR INDIRECTLY, BY A PERSON EITHER (I) ENTRUSTED AT ANY TIME WITH DUTIES TO ACT ON YOUR BEHALF WITH RESPECT TO SUCH PAYMENT ORDER OR THE SECURITY PROCEDURES OR OTHER PROCEDURES HEREIN, OR (II) WHO OBTAINED ACCESS TO YOUR TRANSMITTING FACILITIES OR WHO OBTAINED, FROM A SOURCE CONTROLLED BY YOU AND WITHOUT AUTHORITY OF US, INFORMATION FACILITATING A BREACH OF THE PROCEDURES, REGARDLESS OF HOW THE INFORMATION WAS OBTAINED OR WHETHER YOU WERE AT FAULT.

k) Customer Amendment/Cancellation Requests. You acknowledge and agree that you have no right to reverse, amend, adjust, cancel, or revoke a Wire Transfer request after we have executed the Wire Transfer. If you request the reversal, adjustment, amendment, cancellation, or revocation of a Wire Transfer request, we may (but shall not be obligated to) attempt to recover the funds from the transferee using whatever steps we may deem appropriate in our sole discretion. **YOU AGREE TO INDEMNIFY US AND HOLD US HARMLESS AGAINST ANY CLAIM, LOSSES, DAMAGES, COSTS, OR EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) WHICH WE MAY INCUR IN ATTEMPTING TO EFFECT SUCH RECOVERY OF FUNDS. WE MAKE NO REPRESENTATION OR WARRANTY AS TO OUR ABILITY TO REVOKE OR CANCEL A WIRE TRANSFER ONCE MADE.**

l) Foreign Currencies. You agree that if you request a transfer of funds in a currency other than United States dollars, we will convert the currency at our current exchange rate for the specified foreign currency. If any funds are returned to you in a currency other than United States dollars, we will convert the returned foreign currency into United States dollars at its current exchange

rate for such currency at the time of the return. If we do not have current exchange rates for the particular foreign currency involved, we will use its best efforts to convert the currency promptly through reasonable commercial and/or banking channels, and you shall pay us a reasonable fee for such services. In no event shall we be liable to you for any losses arising from currency conversions effected by us in good faith within a reasonable time after receiving funds for conversion. Each foreign currency transfer may be executed through a selected correspondent bank of ours. The transfer will be assigned a value date, or date of final credit to beneficiary in accordance with the spot date generally used by the foreign exchange market or such other value date specified by the correspondent bank.

m) Charges and Fees. You agree to pay all charges which we may impose from time to time for following Payment Orders. You shall reimburse us for any out-of-pocket costs incurred by us in carrying out Payment Orders given by an Authorized Agent.

You agree that a funds transfer can also be called a wire transfer and it is generally defined as the transaction or series of transactions that begin with the originator's payment order, made for the purpose of making payment to the beneficiary of the order. A funds transfer is completed by the acceptance by the beneficiary's bank of a payment order for the benefit of the beneficiary of the originator's order. You may give us a payment order orally, electronically or in writing, but your order cannot state any condition to payment to the beneficiary other than the time of payment.

If customer is a consumer transferring funds to a foreign destination for person, family or household purposes, then (a) additional disclosures may be provided at the time of transfer; and (b) those additional disclosures may possibly govern over any conflicting provision contained in this agreement.

n) Additional Funds Transfer Provisions. You agree that the Bank may make the requested funds transfers by any means for the transmission of funds (e.g., Fedline or correspondent bank). Wire transfer of funds to Customer's account(s) from third parties shall be received and/or credited subject to time deadlines established by the Bank. Generally, funds transfer instructions must be received by mail, phone, facsimile, email, Online Banking secure message or in person at any of our Banking Centers no later than 3:00 p.m. Central Time Monday – Friday (except State or Federal holidays). The Bank may cancel a requested transfer if the Bank received Customer's request for cancellation, in a form satisfactory to the Bank, and in such time and in such manner as to allow the Bank reasonable opportunity to act, as described more fully below. More specifically, Customer may ask Bank to amend or cancel any transfer or related instruction, and Bank may, but is not required to, use its commercially reasonable efforts to comply with such request if the request is made at a time and in a manner which gives Bank a reasonable opportunity to act on the request before it makes the transfer or carries out the instruction as Customer originally requested. An attempt to amend a transfer request will operate as a cancellation instruction of the original transfer request and the giving of a new transfer request. Executed transfer requests

cannot be canceled, amended or stopped. If Customer asks Bank to recover funds which Bank has already transferred, Bank shall be under no obligation to do so unless and until Customer deposits with Bank an amount reasonably determined in good faith by Bank to approximate the costs and expenses (including attorney's fees) which Bank may incur in attempting to recover the funds transferred, and the Customer hereby agrees to indemnify the Bank of any and all claims made upon the Bank in trying to cancel or change the transfer. In lieu of such a deposit, Bank may request customer to provide a bond or other assurance of payment reasonably satisfactory to Bank. Upon such deposit, or the supplying of such other assurance, Bank will take such action as it deems reasonable under the circumstances, including, for example, sending a request to reverse the transfer to any financial institution which received such funds. In no event, however, shall Bank be deemed to have guaranteed or otherwise assured the recovery of any portion of the amount transferred, nor to have accepted responsibility for any amount transferred before Bank received and had time to act upon the request to amend or cancel the transfer request.

You agree that the Bank has advised you of the possible risks of sending confidential information such as bank account or personally identifying information through unsecure channels such as email or facsimile. You agree that the Bank shall have no responsibility or liability for confidential information communicated by the Customer to the Bank via unsecure channels. You agree to use a two-factor authentication on your emails and agree that this is industry standard for security purposes.

You agree that the Bank shall have no responsibility or liability for any inaccuracy, interruption or delay in transmission and for claims occasioned by any circumstances beyond the Bank's reasonable control.

You agree that you have sole responsibility for determining the level of security procedures for issuing instructions for funds transfers. We have no duty to investigate the authenticity of any application, instruction or other communication you provide us. Also, we have no liability to you for acting upon any instruction, application, amendment or other communication purportedly transmitted by you even if such application, amendment or message:

- Contains inaccurate or erroneous information.
- Constitutes unauthorized or fraudulent instructions or communications.
- Includes instructions to pay money or otherwise debit or credit any account.
- Relates to the disposition of any money, securities, or documents.
- Purports to bind you to any agreement or other arrangement with us or with other persons or to commit you to any other type of transaction or arrangement.

You agree that we are authorized, but not obliged, to rely upon and act in accordance with any application, instruction, consent or other communication by fax, phone, email or other electronic transmission (including without limitation any transmission by use of our software or the internet, if applicable) received by us reasonably purporting to be a communication on your behalf without

inquiry on our part as to the source of the transmission or the identity of the person purporting to send such communication. We are also authorized, but not obliged, to rely upon and act in accordance with any application, instruction, consent or other communication by telephone, reasonably purporting to be a communication on your behalf by an authorized person designated by you. You acknowledge that you should orally verify instructions, including all information contained therein before any funds transfer is sent. We may reject any request that does not comply with this Agreement.

You agree that a funds transfer can also be called a wire transfer and it is generally defined as the transaction or series of transactions that begin with the originator's payment order, made for the purpose of making payment to the beneficiary of the order. A funds transfer is completed by the acceptance by the beneficiary's bank of a payment order for the benefit of the beneficiary of the originator's order. You may give us a payment order orally, electronically or in writing, but your order cannot state any condition to payment to the beneficiary other than the time of payment.

If customer is a consumer transferring funds to a foreign destination for person, family or household purposes, then (a) additional disclosures may be provided at the time of transfer; and (b) those additional disclosures may possibly govern over any conflicting provision contained in this agreement.

You agree that each time you do a funds transfer, you represent and warrant that, in view of your requirements, the security procedure you have chosen (the "**Security Procedure**") is a satisfactory method of verifying the authenticity of instructions and/or cancellation instructions. We may offer other possible security procedures, and some may cost additional amounts or cause you to have more stringent or cumbersome methods to request wire transfers, and you hereby acknowledge such services were offered to you, but unless you agree to same in writing, you are refusing same despite our recommendations. You agree we may act on any wire transfer instruction, cancellation instruction, and/or any other instruction.

Customer represents and warrants to Bank that, in addition to Customer, the persons named on additional documents can be designated as Authorized Agents, or are otherwise authorized to act for you, are authorized by Customer and on Customer's behalf to give instructions to Bank for transfers of funds and matters related to transfers of funds with respect to your accounts. Bank may assign Customer and each Authorized Agent a Person Identification Number ("PIN") or other number or credentials to use when giving instructions to Bank concerning transfers of funds. Bank shall have no obligation to initiate any requested transfer if a valid PIN or other credentials is not provided by the Customer or an Authorized Agent. Customer understands, and will cause each Authorized Agent to understand, that Customer and the Authorized Agents are responsible for maintaining the confidentiality of each PIN or other credentials. Customer agrees to notify, and to cause each Authorized Agent to notify Bank immediately of any actual, or even suspected breach of the confidentiality of any PIN or other credentials. Customer agrees that Bank shall

have no liability to Customer or anyone claiming by, through or under Customer for any loss or damages resulting, directly or indirectly, from breach of security of any PIN or other credentials. Any instruction which is verified as being correct through the use of the PIN or other credentials shall be deemed to be correct.

Customer and Bank hereby agree that no other security procedures for error detection have been established between them unless confirmed in writing. Customer may add or delete any Security Procedures from time to time, upon written notice to Bank. Customer may change the list of accounts or Authorized Agents from time to time upon written notice to Bank. Any such notices must be acknowledged by Bank to be effective. **CUSTOMER AGREES AND HEREBY CONFIRMS THAT THE SECURITY PROCEDURES CONSTITUTE A COMMERCIALY REASONABLE METHOD OF PROVIDING SECURITY AGAINST UNAUTHORIZED TRANSFERS.**

You also agree that for this Agreement, the "Security Procedure" means the steps set forth herein or in additional documents or agreements and is intended to be a Security Procedure for verifying the authenticity of transfer requests within the meaning of UCC Article 4A. The Customer agrees that, so long as the Bank acts in good faith and complies with the Security Procedure, a transfer request shall be binding on the Customer, and the Customer shall be liable for payment of the transferred amount plus transfer fees, even if the request was not actually initiated or authorized by the Customer. If the Bank does not follow the agreed Security Procedure but can prove the transfer request was originated or made by or for the benefit of the Customer, the Customer will still be liable for the transfer amount plus transfer fees. The Customer hereby agrees on behalf of itself, employees and agents that Bank may (but has no obligation to) record, electronically or otherwise and without further notice, telephone calls that relate to any transfer request.

You also agree that each wire transfer request can be made in person or via online methods, or by telephone call, email, fax or other communications to the Bank. The Customer or Authorized Agent must provide the funds transfer details needed by Bank to execute the request (including the Customer's account number, the amount, the beneficiary's account number and bank routing number, the beneficiary's physical address, any interim routing information and other requested information). Such information may be provided via a funds transfer request form. The Bank may attempt to verify the authenticity of that transfer by having the Customer:

- (1) state a valid PIN or other credentials;
- (2) identify himself or herself by the name of the person to whom that PIN or other credentials is assigned;
- (3) state the name of the Customer listed at the top of this Agreement; or
- (4) specify that the transfer be made from a Customer account (identified by account number).

The Customer acknowledges that bank fraud can occur as stated herein, and, for example, if the Customer's banking information is compromised, an unauthorized transfer could be made. In

addition, the Customer agrees that with respect to any attempted transfer, the dollar amount of the transfer request by the Customer shall not exceed the "Maximum Transfer Limit" specified for the Authorized Agent in Exhibit A of this agreement or other document.

Customer agrees not to submit funds transfer requests for illegal drugs, illegal gambling, illegal internet gambling or other illegal purpose. Display of a payment logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the customer may be located. Unlawful internet gambling means to place, receive, or otherwise knowingly transmit a bet or wager by any means which involves the use, at least in part, of the internet where such bet or wager is unlawful under any applicable Federal or State law in the State or Tribal lands in which the bet or wager is initiated, received, or otherwise made. The Bank reserves the right to deny transactions that may be restricted.

You agree that notwithstanding the Security Procedure chosen by Customer, the Bank is authorized to verify any request by calling any one of Customer's Authorized Representatives prior to making a transfer. If the Bank is unable to verify the transfer request by phone, it may, but is not obligated to, attempt to verify through other commercially reasonable methods, and the Bank may, in its sole discretion, decline to process the transfer. However, the Bank shall not be obligated to make such verification except to the extent any such procedure may be included in the Security Procedure. The Bank strongly encourages you to verify all information in every request. Plus, in its sole and unfettered discretion, Bank may delay in completing the requested wire transfer for various reasons. For example, Bank may seek verification or further confirmation of the authorization of any transfer request or related instruction. Bank may try to contact customer by any reasonable means in order to obtain assurance of the authenticity or other correctness of a transfer request. Bank shall be under no obligation to do so in any case, however; if, upon attempting to obtain such verification, Bank is unable to do so, Bank may in its sole and unfettered discretion, either make the transfer or decline to make the transfer or follow the instructions or decline to follow the instructions. In such event, Bank shall not be liable to Customer for any actual loss of any kind or for any consequential, or exemplary damages in any amount, provided Bank has acted in good faith.

You agree that we are liable to you only for actual damages incurred as a direct result of our failure to exercise reasonable care in providing funds transfer services. We will not be responsible for the acts or omissions of any other person. We have no obligation to cancel or amend any instruction after we have received it. If you send us a cancellation instruction to reverse a funds transfer and we are able to verify the authenticity of the cancellation instruction to reverse a funds transfer using a Security Procedure, we will make a reasonable effort to act on your cancellation instruction to reverse the funds transfer. We will not be liable to you if such cancellation instruction to reverse the funds transfer is not affected. In addition to your other indemnification obligations under this agreement, you agree to indemnify us in connection with any such cancellation instruction to reverse a funds transfer as provided by your state's version of the uniform commercial code ("UCC") §4A and/or other applicable law. In no event will we be liable for any indirect loss or damage, even if advised of the possibility of such loss.

You understand and agree that other banks, Fedwire processors or other third parties may handle wire transfers, and you agree that we are not liable for the actions of any intermediary, regardless of whether or not we selected the intermediary. We are not responsible for acts of God, disasters, outside agencies, agents or other third parties outside our control.

You agree that your role is extremely important in the prevention of wrongful use of your account. If you find that your records and ours disagree or if you suspect any problem or unauthorized activity on your account, call us immediately. We may require written confirmation of your claim, including an affidavit signed by you on a form acceptable to us. You agree that we have a reasonable period of time to investigate the facts and circumstances surrounding any claimed loss and that we have no obligation to credit your account provisionally. Our maximum liability is the lesser of your actual damages proved or the amount of the missing deposit or the forgery, alteration or other unauthorized withdrawal, reduced in all cases by the amount of the loss that could have been avoided by your use of ordinary care.

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

You understand that the numbers assigned to banks and to the accounts of recipients of transfers are critical to the transfer function. If you describe the intended recipient of a transfer, the intended recipient's bank, or any intermediary bank in a transfer request by name and number and makes an error in giving the number, the error may cause that payment to be made through the bank or to the account specified by the number, rather than through the named bank or to the named intended recipient. You agree to be responsible for all errors in assigned account numbers, routing numbers and names provided to Bank by you to the full extent of the amount of the transfer, and any related fees, in any such case. You agree to provide a physical address of the beneficiary of each requested transaction, if requested by the Bank. You represent and warrant to Bank that each transfer initiated by you is in compliance with the laws of the United States of America, including, without limitation, economic sanctions administered by the United States Treasury Department's Office of Foreign Asset Control (OFAC) and any other applicable laws.

You agree that for requests for a transfer of funds in a currency other than United States dollars, Bank will convert the currency at the Bank's current exchange rate for the specified foreign currency. If any funds are returned to Customer in a currency other than United States dollars, Bank will convert the returned foreign currency into United States dollars at its current exchange rate for such currency at the time of the return. If Bank does not have current exchange rates for the particular foreign currency involved, Bank will use its commercially reasonable efforts to convert

the currency promptly through reasonable commercial and/or banking channels, and you shall pay Bank a reasonable fee for such services. In no event shall Bank be liable to you for any losses arising from currency conversions effected by Bank in good faith within a reasonable time after receiving funds for conversion. Each foreign currency transfer may be executed through a selected Correspondent of the Bank. The transfer will be assigned a value date or date of final credit to beneficiary in accordance with the spot date generally used by the foreign exchange market or such other value date specified by the Correspondent.

You agree we receive a payment order to credit an account you have with us; we are not required to provide you with any notice of the payment order or the credit. You also agree to be bound by the automated clearing house association operating rules that provide that payments made to you, or originated by you, by funds transfer through the automated clearing house system are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. You also agree that if we do not receive payment of an amount credited to your account, we are entitled to a refund from you in the amount credited and the party originating such payment will not be considered to have paid the amount so credited.

You agree that if we receive an order to pay you, and an error is made and you receive more than the amount of the payment order, we are entitled to recover from you the amount in excess of the amount of the payment order, notwithstanding you may have a possible claim to the excess amount against the originator of the order.

You agree that you may receive confirming notification of a transfer after it is made by fax or email, if requested. You are warned that if your computer has been infected, fraudsters could change the information in emails. You will promptly examine any such confirmation notification, and if any discrepancy is detected notify the Bank as soon as possible, but in no event later than seven (7) calendar days after the Bank sends the notice.

In general, you are responsible to have your own computer security expert have appropriate systems in place to prevent computer fraud, computer hacking or otherwise allow the Customer's banking information to be compromised. You also agree to use a two-factor authentication on your emails. You also agree to perform periodic forensic audits by a reputable computer fraud forensic expert to make sure you have proper computer security protocols and procedures in place. You also agree to these additional security provisions: You also agree to have a forensic examination performed on your account if you suspect fraud has occurred.

(i) ***Security Procedures under the Agreement.*** Where required for any Service, the Bank and the Customer will agree in writing to one or more Security Procedures described in this Agreement that must be used by the Customer in connection with the Service(s). Security Procedures offered by the Bank are described herein and in documentation related to the applicable Service. As part

of the Security Procedures, Bank may employ various authentication technologies. As part of the Bank's "Online Banking Services" for commercial Customers, Bank employs various security and authentication technologies to ensure that Authorized Parties and Users are communicating directly with Bank, and also to ensure that the Customer's computer is communicating with a legitimate Bank computer. Such Bank authentication procedures and technologies include, but are not limited to, use of Customer Online Banking Services User IDs, PINS, credentials, passwords and other "Additional Authentication Information" ("AAI") that Bank may require Customers to provide at Bank's sole discretion. Such AAI is required as a component of various Online Banking Services authentication procedures that Bank may employ, including, but not limited to, security questions and responses and/or use of other hardware-based and software-based security and authentication tools, programs and procedures. The Customer is responsible for the establishment and maintenance of its internal procedures reasonably adapted to insure the confidentiality and security of Security Procedures. CUSTOMER UNDERSTANDS AND AGREES THAT CUSTOMER WILL BE RESPONSIBLE FOR MAINTAINING SECURITY AND CONTROL OVER ALL USER IDS, PINS, CREDENTIALS, AND PASSWORDS OF THE CUSTOMER'S AUTHORIZED PARTIES, SERVICE SETUP ADMINISTRATORS, USER SETUP ADMINISTRATORS AND USERS, AND SHALL USE SECURITY FOR SUCH ITEMS COMPARABLE TO THE SECURITY AND CONTROL CUSTOMER WOULD USE FOR CASH, OR A MECHANICAL CHECK-SIGNING MACHINE, BUT IN NO EVENT LESS THAN REASONABLE SECURITY AND CONTROL IN THE CIRCUMSTANCES. If the Customer or its employees or agents have reason to believe that any Security Procedure has or may have become known by unauthorized persons (whether or not employed by the Customer), the Customer shall immediately notify the Bank by telephone and confirm such oral notification in writing to the Bank within twenty-four (24) hours of the oral notification. The Bank will replace the Security Procedures in accordance with the Bank's standard security requirements related to the applicable Service(s). To the maximum extent permitted by applicable law, the Customer will be solely liable for all transactions, including funds transfer instructions and other communications, initiated before the Bank has received such notification and has had a reasonable opportunity to act on such notification. The Bank reserves the right to change any or all of the Security Procedures offered and/or used at any time by giving oral or written notice to the Customer. The Customer agrees that its use of the related Service or Services after the Bank provides notice of such changes constitutes Customer's acceptance of the new Security Procedures. The Customer acknowledges that the purpose of Security Procedures is to authenticate the identity of the person initiating the action, not to detect errors in any transmission or content. The Bank is not agreeing to any security or other procedure for the detection of errors. The Customer represents that for the Service or Services it requests, it considers the Security Procedures to be commercially reasonable with respect to the size, type, and frequency of funds transfers it anticipates issuing and the information which will be transmitted.

(ii) **Customer's Data Security Obligations.** With regard to obtaining any Services under this Agreement, Customer must comply with the Computer (as defined herein) hardware, software, and Security Procedures requirements as set forth in these General Provisions and/or as set forth in

any Service specific provisions or any supplemental information and/or instructions provided by the Bank. The Bank reserves the right as encryption technology develops to impose further reasonable requirements to maintain the appropriate level of security for the Services and transactions contemplated hereunder and the Customer agrees to abide by such requirements. Furthermore, the Customer understands and acknowledges that if Customer does not follow commercially reasonable hardware, software, physical access and physical storage security procedures regarding any Customer-owned Data (defined herein), including such data containing the sensitive personally identifiable information ("PII") of any individual, the security of Customer's transactions and/or Customer-owned Data (including sensitive PII) may be compromised. Customer understands, acknowledges and agrees that installation, maintenance and operation of Customer's Computer (hardware and software) and related security procedures, including, but not limited to, data security protection, firewalls and anti-virus software, is the Customer's sole responsibility, and that Customer is solely responsible for securing, encrypting, protecting and otherwise safeguarding the Customer-owned Data.

(iii) **Limitation on Liability.** Customer understands, acknowledges and agrees that the Bank is not responsible for any loss or damages resulting from any errors or failures of the Customer's Computer or data processing systems, including, but not limited to any computer virus or malware attack (such as a keystroke logging program or similar malware), any attack by a person attempting or actually gaining unauthorized access to Customer-owned Data, or any internet-related problems that may be associated with the Customer's access and use of the Services.

(iv) **Serious Potential Threat to Customer's Business; Notification to Bank.** Customer acknowledges and agrees that the threat of fraud resulting from theft of electronic data is a serious potential threat to Customer's business and, accordingly, Customer will take all reasonable steps to make certain that its Computers and data security systems are protected from unauthorized access or use, and in an event of any unauthorized access or use, Customer will take all reasonable steps to immediately inform Bank of the security breach.

(v) **Responsibility for Loss.** If, despite Customer efforts, Customer suffers any damage or loss as a result of Customer's failure to comply with its data security obligations, and regardless of whether such damage or loss results from the activities of Customer's employees, agents, subcontractors or any unaffiliated third party, any such loss or damage shall be the sole responsibility of Customer.

You agree that the Bank may change, add or delete any security procedures, from time to time, and upon written notice to Customer, and you agree that in the event there are changes to any security procedures, such changes shall not be effective until such time as they are received and accepted by the Bank's Wire Transfer Department.

You agree that compensation, if any, for the loss of interest or use of funds due Customer as a result of a Bank error will be calculated based on the error amount.

You agree that the Bank shall be liable only for matters arising out of or resulting from its own gross negligence or willful misconduct and that the Bank shall have no liability for any direct, indirect, punitive, special, consequential or incidental damages so long as the Bank has acted in good faith. The Bank's responsibility to Customer will be determined by the Bank's performance or nonperformance of its obligations under this Agreement, your Deposit Account Terms and Conditions, and/or pursuant to your state's version of the UCC and other applicable law and to correct, at the Bank's expense, any errors directly resulting from the Bank's personnel, computer programs, or malfunction of machines. The Bank shall not be liable for direct, indirect, consequential, or punitive damages of any party. The Bank shall have no liability to third parties for any damages incurred by such parties arising out of the performance or nonperformance of services or transfers under this Agreement and/or other applicable agreements. In addition to Customer's other indemnification obligations under this Agreement, Customer hereby agrees to indemnify, defend, protect, and hold harmless the Bank, its shareholders, officers, directors, employees and agents, and each of them, from and against any and all claims, suits, liabilities, and demands, and any and all costs, damages, losses, and expenses of every kind, including but not limited to, interest, penalties, attorneys' fees, accountants' fees, and expert witness fees, and disbursements, known or unknown, contingent or otherwise, arising from or relating to wire transfer requests under this Agreement or the acts, omissions, and representations of Customer (and those of its employees, agents, and subcontractors) in performing Customer's duties and obligations under this Agreement that constitute a breach of an obligation therein.

Currently, there are many different types of bank fraud scams wherein you are asked to send a wire transfer. Unfortunately, you could become involved in a romance scam, catfishing scam, or any other types of scams and be requested to wire transfer funds. If something is appearing too good to be true, it probably is. In dealing with unknown third parties, the Bank encourages you to continually seek advice from family members, attorneys, advisors, and other trusted third parties before wire transferring funds. Do not rely on the Bank to provide you with advice as to whether or not you should wire transfer funds. The Bank is not acting as a fiduciary or trustee or assisting you by providing any advice in any way regarding if you are making a correct decision in requesting a wire transfer. Even if the Bank has questions as to if you should be doing the wire transfer and/or hears any facts that could raise suspicions, do not rely on the Bank to advise you in any way, and you need to seek your own advice from your own advisors. You have the final decision in deciding to send wire transfers.

You assume full responsibility for all transfers made by the Bank in good faith and in accordance with these procedures, and you agree the Bank shall be conclusively deemed to have discharged its duty to act in good faith if it has followed the transfer procedures as contained in Exhibits or attachments associated with this agreement or other similar documents.

You agree that if we give you a notice that reasonably identifies a payment order issued in your name as sender that we have accepted and received payment for, you cannot claim that we are not

entitled to retain the payment unless you notify us of your objection to the payment within 30 days of our notice to you. You agree that the bank would be entitled to reverse such a credit and/or that you would also need to refund such proceeds, if warranted.

You agree that the Bank is hereby authorized to record on tape or other device any or all of its telephone conversations with Customer involving any transfer instructions and the Bank may, but is not obligated, to retain such tapes or other devices for a period of time as determined by the Bank.

You agree to pay the Bank for services in accordance with the Bank's fees schedule, as amended from time to time, which shall be available to Customer upon request.

You agree that an authorized account is a bank account you have with us that you have designated as a source of payment of payment orders that you issue to us. Additional authorized accounts, if any, are subject to this agreement and may be listed or linked or designated in a separate writing.

You agree that the Bank shall be under no obligation to comply with any transfer request or make any transfer which would exceed the balance of funds on deposit in the Customer's accounts at the Bank, as determined by the Bank, and it is in the Bank's sole discretion to permit or refuse to permit such a transaction. Please also remember that deposits you make can later be returned, questioned, or challenged. Thus, if you decide to transfer funds based on available funds, please remember that if checks or other credits are later reversed or debited, the account will be debited for the amount of the check(s) or questioned deposits which may cause the account balance to become overdrawn. You agree that if we have credited your account for any transaction, such payment may be provisional until we receive final settlement for the transaction. If we do not receive final settlement, we are entitled to a refund, and we may charge your account for the amount credited. If we believe that there may not be sufficient funds in your account to cover a chargeback or return of a transaction, we may delay the availability of any amount we credit for the transaction. Even if the Bank receives a final settlement under Reg CC or the UCC, please be aware that such a credit can still be reversed for three years or longer if the deposit is later questioned or challenged.

Before sending a wire transfer, please review to make sure the funds you are using are truly available to transfer and are not subject to being returned or challenged in the future. In other words, please be reminded that deposits you make into your account can be challenged or questioned in the future. Credit for any item we accept for deposit to your Account, including funds that are deposited by electronic transfer, is provisional and may be revoked if the item is not finally paid, for any reason, in cash or its equivalent or if questioned or challenged in the future. If you deposit an item that is subsequently determined to be altered, counterfeit, fraudulent or otherwise questioned, the Bank is allowed to deduct such amount out of your Account in the future even if it was originally paid under Regulation CC. If you deposit a check that is later subsequently dishonored for any reason or questioned for any reason (such as a forgery, forged indorsement,

alteration, etc.), the Bank may deduct the amount of the original credit for the deposit out of your Account in the future, without notice to you (even if the check has already been paid). Once you receive a receipt or other verification from us, you cannot later claim that an additional amount was provided to the Bank. Cash deposits are also subject to later verification. If you make a deposit or payment that is not accompanied by instructions indicating how or where it is to be credited, we may apply it at our discretion to any loan or Account any of you maintains with us. We may indorse or collect items deposited to your Account without your indorsement, and we can supply your indorsement, if needed, but may require your personal indorsement prior to accepting an item for deposit or even after accepting it for deposit or negotiation. If you deposit an item that bears the indorsements of more than one person or persons who are not known to us, we may refuse the item, require all indorsers to be present, or require that the indorsement be guaranteed by another financial institution acceptable to us before we accept the item. Generally speaking, deposited items can be challenged for up to three (3) years and possibly longer.

In the event a cashed or deposited item is questioned by a third party or if drawn on us (an "on us" item) is determined by us not to be payable for any reason or a cashed or deposited item drawn on any other payor is returned to us for any reason without regard to whether the other payor returned the item to us before a purported deadline to do so, we may charge the item (a "chargeback item") to your Account or to any Account of which you are an owner (including any joint Account) or an authorized signer. We may debit all or part of a chargeback item to your Account even if doing so results in or causes an overdraft of your Account and regardless of whether the item can be physically returned to you. You waive notice of dishonor in connection with any item that is not finally paid in full and that we charge back to your Account. We may recover from you any amount withdrawn by you against a chargeback item. In the event that our debit of all or part of a chargeback item results in or causes an overdraft of your Account, we may obtain and retain possession of the item, if it is available, until we recover from you the amount of any overdraft of your Account and for a reasonable time thereafter. If we are notified that any item for which you received payment or credit to your Account is not properly payable, you agree that, without notice to you, we may authorize the drawee bank to freeze the disputed funds or otherwise hold the item and try to obtain payment. We will not initially decide whether a cashed or deposited item has been improperly returned, and if you believe that a cashed or deposited item has been improperly returned, you should contact us immediately. We will not be responsible for failing to pay any item presented against your Account before a deposit becomes available for withdrawal as set forth above, if the available balance in your Account, without regard to such deposit, is insufficient to pay the item, as provided in this Agreement.

Be careful in accepting certain items from unknown persons. If you deposit items that are later returned, you could be responsible for the amounts of the items (even if the funds are purportedly "collected" or "available" and even if you have already spent or transferred the funds). If you get a check or purported cashier's check from an unknown person, be even more cautious if you are agreeing to deposit and then send or transfer funds. All deposits, collections and transactions

between you and the Bank will be governed by the applicable provisions of the UCC, except where modified by this Agreement, Federal Reserve Board requirements, the bylaws and rules of any clearinghouse association to which the Bank (or its correspondent bank handling the item) belongs, and the Bank's funds availability policy. When you make a deposit, please check the deposit slip or other documentation to confirm the amount you think is being deposited. For example, do not leave a Bank branch if you think a possible discrepancy exists. Whenever we accept various deposits and even when we issue receipts, sometimes such deposits and receipts may not match the actual amount deposited. All such deposits and receipts are subject to subsequent verification and correction, if necessary. Even if you have a receipt, if a subsequent question arises about a deposit you made, the Bank can refuse to process the deposit until its questions are resolved. If our calculation of the deposit is different from yours, including amounts depositing cash, our figure will be considered to be the correct one. If we decide not to process any deposit, we will return it to you personally or by mail or by other reasonable means.

You agree that the Bank shall be protected in acting upon any form of notice which it in good faith believes to be genuine and what it purports to be.

You agree that a beneficiary's bank may make payment to a beneficiary based solely on the account or other identifying number. An intermediary bank may send a funds transfer request to an intermediary bank or beneficiary's bank based solely on the bank identifying number. Other banks acting in such capacities may follow these procedures even though the funds transfer request includes names inconsistent with the account or other identifying number, as long as the other banks do not know of the inconsistency. Other banks acting in such capacities do not have any obligation to determine whether any funds transfer request contains any such inconsistency.

You agree to promptly report to the Bank any suspected errors, forgeries, improper wire transfers, unauthorized signatures, alterations, or other irregularities concerning the account. If no report or notification is promptly made to us per this Agreement, you may be precluded from contesting payments from your account by asserting such error, forgery, unauthorized signature, fraudulent transfer, or other irregularities against us, and you will be deemed to have accepted the charges assessed and the account balance reported as correct. You also agree to the following provisions:

- **Your Duty to Timely Report Errors, Unauthorized Funds or Wire Transfers, Unauthorized Transactions, and Forgeries and/or Any Other Irregularities.** Since you are the person most familiar with your own banking activity, the Bank will be relying on you to review your online information and the periodic statements and confirm whether or not there is possible unauthorized activity. In a situation where alleged unauthorized activity has occurred, the Bank is expecting you to be reviewing your online information and your monthly and/or periodic banking information to try to detect any possible alleged unauthorized activity as early as possible to stop such transactions and to prevent possible new alleged unauthorized activity from occurring. You are the best person to review your

current banking records and confirm if transactions are possibly unauthorized. Our records regarding your accounts will be deemed correct unless you timely establish with us that we made an error. It is essential that any account errors of any kind, including missing deposits, improper deposits or credits, unauthorized transactions, alterations, unauthorized wire transfers or other unauthorized funds transfers, unauthorized signatures, unauthorized or forged endorsements, forgeries, encoding errors, disbursements due to oral banking transactions, posting errors (such as debits or credits posted twice, debits posted as credits or credits posted as debits), unauthorized or disputed fees (of any kind), or any other improper transactions or disbursements on your account (collectively referred to as "exceptions") be reported to us as soon as reasonably possible. Otherwise, we may not be liable for the exceptions. If you have online banking, it is your responsibility to monitor transactions at least weekly. You agree that you will carefully examine each account statement or notice you receive and report any exceptions to us promptly after you receive the statement or notice. Again, you also agree that it is your responsibility to inform us in a reasonably prompt manner that you have not received your account statement. You agree to act in a prompt and reasonable manner in reviewing your statement or notice and reporting any exceptions to us. If you do not timely report an exception to us within fifteen (15) days for commercial accounts and thirty (30) days for consumer accounts after we send or otherwise make the statement or notice available to you, you agree that we will not be liable to you for any loss you suffer related to that exception, and that you cannot later dispute the transaction amounts and information contained in the statement. This means that, if you do not promptly report exceptions to us after we send or make the statement or notice available to you, we will not reimburse you for any such disputed amounts or any loss you suffer, including, but not limited to, any amounts lost as a result of paying any unauthorized, forged, or altered item, alleged unauthorized wire transfer of funds, or allegedly improperly paying any other item or exceptions. Except as provided by applicable law, you also agree that we will not be required to reimburse you for any exceptions caused by your own negligence. You also agree to repay us promptly any amount credited to your account in error, and you authorize us to debit your account to obtain payment of any erroneous credit.

- **Mailing and Availability.** Periodic statements and canceled checks, to the extent we have agreed to provide either of them for your account, and written notices of dishonor or return of unpaid deposited items, or any other notice or communication may be mailed to you at the address shown in our records or a forwarding address for you if one is on file with the U.S. Postal Service. However, we will not mail any account information to an address that the U.S. Postal Service has informed us is "undeliverable" or otherwise invalid. We use reasonable efforts to maintain the first statement(s) returned as undeliverable for sixty (60) days, or such longer period of time as may be required by applicable law, after which time we may dispose of the statement and original items. However, we retain printable versions or your account statements for seven (7) years, or longer periods as may be required by

applicable law. You agree to give us written notice of any change or your address. Periodic statements and written notices of dishonor or return of unpaid deposited items, or any other notice or communication, may be delivered to you electronically if you have agreed to receive such notices and communications electronically. Notify us promptly if you do not receive your statement by the date you normally would expect to receive it. If you do not contact the Bank and let the Bank know you are not receiving a periodic statement, the Bank will presume that you have received a copy. You agree that it is your responsibility to promptly notify us if you do not receive your monthly statement. We may, but are not required to, change the address for you in our records if the U.S. Postal Service notifies us of a new address for you, and you waive any and all claims against us that arise in connection with any mail forwarded to you or sent to an address for you supplied to us by the U.S. Postal Service. Any account owner or authorized signer of a joint account may change the mailing address for your account. Notice to any one account owner shall constitute notice to all joint account owners in a joint account.

- We may make statements, canceled checks (if applicable to your account), notices, or other communications available to you by holding all or any of these items for you or delivering all or any of these items to you in accordance with your request or instructions. If we hold statements or notices to you at your request or because you fail to provide us with a current address, they will be deemed delivered to you when they are prepared (for held statements), mailed (for returned mail), or when sent or otherwise made available to you by electronic means. If for any reason you do not get a periodic statement, please contact us to get one.

- If you are a business customer, you have automatically opted into received e-statements. Some other customers no longer want to receive written statements. Some customers may also want to have the statements made available online. It is your responsibility to make sure that you get copies of statements as you want to receive them. If you do not receive copies of statements, it is your responsibility to contact the Bank and obtain copies of same. At a minimum, such statements are available to you at your local branch, and you can request copies of same from your local branch. You can also call your local branch or call the Bank at **Susser Bank**. We want you to have periodic statements delivered or made available to you pursuant to your request. Some statements are made available to customers by sending written statements, and some statements are made available as some customers want to be able to view statements on-line. Other customers have other requests. We want to try to comply with your request in providing you the information in the monthly statements. At the same time, it remains your responsibility to make sure you obtain this information from us, and if you somehow do not receive copies of the monthly and/or periodic statements, please immediately contact us to let us know and make arrangements to obtain copies in the future.

- **Online Access.** Where online access to your Account has generally been made available to you, for purposes of your duty to examine your statements and Account activity and report exceptions, irregularities, errors, discrepancies, or unauthorized items, your statements and items will be deemed "made available" to you the day such items, disputed amounts, or transactions first appear on our online banking services, whether you accessed your Account information via online banking or not, but in any event not later than thirty (30) days after your periodic statement is first made available to you as discussed above.

- **Timely Reporting of any Possible Exceptions, Errors and/or Other Irregularities Should Reduce Possible Future Losses.** As stated herein, you agree to carefully examine each account statement or notice and report any errors, irregularities and/or exceptions to the Bank as quickly as possible. If you do not do so, this could allow additional alleged fraudulent activity to occur on your account. Monitoring your own banking activity will help reduce your exposure to possible future losses. Once a fraudster obtains your banking information, you need to report it as quickly as possible. Plus, you will need to close the account to prevent future unauthorized activity.

- **How to Report Such Possible Exceptions, Errors and/or Other Irregularities.** If you find any unauthorized disbursements, transactions, or exceptions, you will need to contact us as soon as possible, and you need to specifically report each and every unauthorized disbursement, transaction or exception. A general reference to fraud is not sufficient. You may be asked to execute a verified claim form or an Affidavit or a similar document for each disputed disbursement, transaction, or exception, and it is your obligation to submit such a written verified claim to that Bank. To be clear, you should identify each unauthorized disbursement, transaction, or exception, instead of merely making a vague reference to some unauthorized disbursement, transaction or exception. The Bank should receive your documentation within ten (10) days of your notice to us of unauthorized activity. You agree that you will not bring any legal action against the Bank unless and until you have first provided the documents referenced in this Section.

- **When you report unauthorized activity, we recommend that you close your current account and open a new one.** If you do not do so, we are not liable to you for subsequent losses or damages on the account due to forgery, fraud, or other unauthorized use. When you open a new account, you may need to notify any third parties that need to know your new account number.

- **You also agree to make a police report and ask for the prosecution of the person responsible for same.** You also agree to cooperate in any investigation, or any legal action instituted against such person. You agree to pursue all rights you may have under any insurance coverage you maintain before making a claim against us in connection with any transaction involving your accounts or your checks or other withdrawal orders, and

to provide us with all reasonable information about your coverage, including the name of your insurance carrier, policy number, policy limits and applicable deductibles. Our liability is reduced by the amount of all insurance proceeds you receive or are entitled to receive. At our request, you agree to assign to us your rights under your insurance policy.

- **Additional Verification Services.** Customer acknowledges that customer should orally verify instructions, including all information contained therein before any funds transfer is sent. We may reject any request that does not comply with this Agreement. From time to time, the Bank may offer various services in trying to assist you in detecting bank fraud. You may or may not elect to obtain such additional services, and if you do not contact the Bank to obtain such services and/or you otherwise refuse such services, and if such services could have prevented some or all of possible bank fraud, you agree to not seek to recover such amounts from the Bank. In other words, you will still be allowed to try to seek to recover such amounts from a purported wrongdoer, but you agree you will not seek to recover against the Bank. The Bank also suggests that you obtain insurance to cover yourself against a possible future fraud loss.

If the Bank offers such services, Customer's account-to-account transfers (i.e., book transfers) also constitute transfer requests and are subject to the terms of this Agreement.

Bank may amend this Section of this Agreement from time to time by placing in bank lobbies, on its website, by written or electronic notice to Customer, including via email notices, or via other means. If Customer uses any services provided for by this Section of this Agreement, such use shall be deemed to constitute agreement to the terms of the amendment.

You agree that Customer may not assign this Section of the Agreement without prior written consent of the Bank. Customer's indemnification obligations shall survive termination of this Agreement.

This Section of the Agreement shall remain in force and effect until either party gives written notice to the other party of revocation, which revocation shall be effective upon notification. If you provide such notice, you agree to make no further wire transfer instructions and if more transactions are done, such continued use by the Customer will be deemed as Customer's continuing intentions to be bound by this Agreement, and this Agreement will remain in effect. Cancellation by Customer shall not be effective until acknowledgement of cancellation by the Bank.

By your use of these wire transfer services, you authorize and request the Bank to make future wire transfer(s) of funds in accordance with the provisions and procedures more fully set forth in this Agreement and/or other agreements and documents pertaining to your account(s) with the Bank, including without limitation, the deposit agreement and/or terms and conditions of your Account and all such documents are incorporated by reference into this Agreement as though set out word for word. All of those Agreements may be amended from time to time and your continued use of

the Bank's banking services, including funds transfer services, is your continuing agreement to be bound by all such agreements, including any amendments to the above-referenced agreements. Copies of any amendments may be made available at local branches and may be mailed to you, sent to you electronically or in other ways, appear on the Bank's website (or can otherwise be made available). By doing wire transfers, you also hereby agree as follows:

- You agree that a funds transfer can also be called a wire transfer and it is generally defined as the transaction or series of transactions that begin with the originator's payment order, made for the purpose of making payment to the beneficiary of the order. A funds transfer is completed by the acceptance by the beneficiary's bank of a payment order for the benefit of the beneficiary of the originator's order.
- You acknowledge that you are requesting the wire transfer on deposited funds, and you acknowledge that deposits you have made and/or will make can later be returned, questioned, or challenged. Thus, if you decide to transfer funds based on deposited funds, you acknowledge that if checks or other credits are later reversed or debited, the account will be debited for the amount of the check(s) or questioned deposits which may cause the account balance to become overdrawn. You agree that if the Bank has credited your account for any transaction, such payment may be provisional until the Bank receives final settlement for the transaction. If the Bank does not receive final settlement, it is entitled to a refund, and the Bank may charge your account for the amount credited. Even if the Bank receives a final settlement under Reg CC or the UCC, you acknowledge that such a credit can still be reversed for three years or longer if the deposit is later questioned or challenged. YOU AGREE THAT EVEN IF A TELLER OR OTHER BANK EMPLOYEE TELLS YOU THAT A CHECK HAS "CLEARED" OR THAT FUNDS ARE "GOOD" OR MAKES SIMILAR STATEMENTS, THERE ARE MANY TIMES ITEMS CAN STILL BE LEGALLY OR LAWFULLY RETURNED OR CHALLENGED AND THE FUNDS CAN STILL BE DEDUCTED FROM YOUR ACCOUNT.
- You agree that the Bank has advised you of the possible risks of sending confidential information such as bank account or personally identifying information through unsecure channels such as email or facsimile. You agree that the Bank shall have no responsibility or liability for confidential information communicated by you or the Bank via unsecure channels.
- You agree that each time you do a funds transfer, you represent and warrant that, in view of your requirements, the security procedure you have chosen is a satisfactory method of verifying the authenticity of instructions and/or cancellation instructions. You agree the Bank may act on any wire transfer instruction, cancellation instruction, and/or any other instruction.
- You agree that you may receive confirming notification of a transfer after it is made by fax

or email, if requested. you acknowledge that you have been warned that if your computer has been infected, fraudsters could change the information in emails. You will promptly examine any such confirmation notification, if any, and if any discrepancy is detected, you will notify the Bank as soon as possible, but no later than 24 hours after the Bank sends the notice.

- You agree that the Bank shall be liable only for matters arising out of or resulting from its own gross negligence or willful misconduct and that the Bank shall have no liability for any direct, indirect, punitive, special, consequential, or incidental damages so long as the Bank has acted in good faith. The Bank's responsibility to you will be determined by the Bank's performance or nonperformance of its obligations under the Funds Transfer Authorization Agreement, Deposit Account Terms and Conditions, and/or pursuant to your state's version of the UCC and other applicable law and to correct, at the Bank's expense, any errors directly resulting from the Bank's personnel, computer programs, or malfunction of machines. The Bank shall not be liable for direct, indirect, consequential, or punitive damages of any party. The Bank shall have no liability to third parties for any damages incurred by such parties arising out of the performance or nonperformance of services or transfers under this Agreement and/or other applicable agreements. In addition to other indemnification obligations under this Agreement, you hereby agree to indemnify, defend, protect, and hold harmless the Bank, its shareholders, officers, directors, employees and agents, and each of them, from and against any and all claims, suits, liabilities, and demands, and any and all costs, damages, losses, and expenses of every kind, including but not limited to, interest, penalties, attorneys' fees, accountants' fees, and expert witness fees, and disbursements, known or unknown, contingent or otherwise, arising from or relating to wire transfer requests under this Agreement or the acts, omissions, and representations of you (and those of your employees, agents, and subcontractors) in performing your duties and obligations under this Agreement that constitute a breach of an obligation therein.
- You agree that the Bank shall be under no obligation to comply with any transfer request or make any transfer which would exceed the balance of funds on deposit in your accounts at the Bank, as determined by the Bank, and it is in the Bank's sole discretion to permit or refuse to permit such a transaction.
- You agree that any wire transfer request form merely supplements this agreement or other agreements referenced herein, and these agreements collectively represent the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.
- You authorize the Bank to transfer funds based on the instructions you will provide for which you are responsible for the accuracy. You understand that the beneficiary bank may rely on the account or other identifying number provided even if it does not match the

party named in the instructions. You understand that there is no right to cancel or amend the transfer order once transfer has been completed by the Bank. You understand that there is a fee associated with this service which is due at the time of the transfer request (see Banking Services/Fee Schedule). The Bank may credit your account should this transfer be returned or rejected. The credit may not be equal to original amount due to wire fees, expenses of the Bank or other institutions, or other reasons. The Bank will have no obligation to pay interest on any cancelled, returned, or rejected funds transfer order. The Bank is not responsible to any beneficiary or other party as a result of this funds transfer order nor shall the Bank be liable for neglect, misconduct, mistake, or default of another institution or person, including an originator, except as provided in this request form.

59. Additional Provisions Regarding Account Statements and Reporting any Errors or Irregularities of Any Kind. Several sections in this Agreement have specific requirements to report any unauthorized amounts, irregularities, errors, debits, credits, alleged improper or disputed fees of any kind and/or any missing, incorrect, or unauthorized transactions of any kind that appear on any periodic statement. For example, you might choose to have or be required to have E-statements or have services where the bank holds your statements. However, if you get your statements or have them made available, if you do not timely report any such transactions of any kind, you will be barred from suing the Bank. Simply put, you are responsible for promptly examining your Account statement for each statement period, reviewing all transactions – deposits/credits, checks paid, and other withdrawals/debits – in the Account statement, and reporting to us any irregularities, errors, improper transactions or unauthorized, missing or disputed credits or debits of any kind.

For Business Accounts, all Account statements will be delivered to you electronically, and you hereby consent to such electronic delivery, unless you notify us in writing of your desire to opt-out of electronic statements. We may charge you a fee if you elect to receive paper statements in lieu of electronic delivery.

For Personal Accounts, unless you enroll in our E-Notices and E-Statements service through our Online Banking System, we will mail your Account statements to your address of record in the manner required by this Agreement.

The Account statement shall be considered correct for all purposes, and we will not be liable for any payment made and charged to your Account, unless you notify us in writing within certain time limits after the statement is made available to you by mail, sent to you at your statement mailing address, made available to you through E-Notices (if you are enrolled to receive E-Statements and E-Notices), posted in Susser Bank Online Banking system, or otherwise made available to you. Statements (and any accompanying items) shall be deemed made available to you by mail on the third (3rd) Business Day after the date when we mailed the statement to your statement mailing address, and statements shall be deemed made available to you through E-Statement Delivery (if applicable) on the date when the statement is made available through our Online Banking System.

Those time limits are applicable as follows:

Unless a longer time period is required by statute or governmental regulation, such as under Regulation E, and the time period may not be modified by agreement, you must notify us in writing (i) for a Personal Account, within thirty (30) calendar days, or (ii) for a Business Account, within fourteen (14) calendar days, after we made the statement available to you by mail, through E-Statement delivery (if applicable) or, if we offer a Statement Hold Service and you have requested us to hold your Account statements (a "Statement Hold Request") if:

- An Item or other transaction listed is one you did not authorize, is altered, or is fraudulent or otherwise is challenged by you for any reason;
- A depositor other credit is missing from the Account statement;
- A Wire Transfer listed is one you did not authorize, is altered, or is fraudulent or otherwise is challenged by you for any reason;
- Your Account statement contains any other irregularities, errors, improper transactions or unauthorized, missing, or disputed credits or debits of any kind; or
- You did not receive your scheduled Account statement.

If you do not comply with any of the above requirements, to the extent that they are applicable to your Account, we are not required to reimburse you for any claimed loss, and you cannot bring any legal claim against us in any way related to the Item or errors. In addition, you must notify us promptly if you do not receive an Account statement. If you fail to notify us of any unauthorized, altered, fraudulent, or missing Item or transaction within the time periods required by this Agreement, and such Account statement lists an unauthorized, altered, or fraudulent Item or transaction or fails to list a deposit, we are not required to reimburse you for unauthorized, altered, fraudulent, or missing Items or transactions by the same person that we pay after that time. Failure to comply with the requirements above may prohibit you from recovering certain funds that were transmitted electronically and may also preclude us from being able to return ACH transactions in accordance with NACHA Operating Rules and Operating Guidelines.

For Personal Accounts, we will not be liable for any Substitute Check that is altered or any signature that is forged or unauthorized unless you notify us within forty (40) calendar days after we made the statement available to you by mail or made the statement available to you through E-Statement delivery or, if applicable, pursuant to a Hold Request. For Business Accounts, we will not be liable for any Substitute Check that is altered or any signature that is forged or unauthorized unless you notify us within fourteen (14) calendar days after we made the statement available to you by mail or made the statement available to you through E-Statement delivery or, if applicable, pursuant to a Hold Request.

For Business Account customers, you understand and agree that any employee or applicant for a job responsible for handling your financial affairs (including processing, writing or receiving

checks, handling Account statements or acting otherwise in a responsible manner regarding your financial affairs) has been asked specifically whether they have ever been convicted of a felony, that a thorough background check of such employee or applicant has been conducted, that a system of reasonable financial controls is in place, and that you have instituted a program that encourages your employees to report fraudulent or dishonest activities to you or company management. Unless otherwise set forth in this Agreement or unless modified by our Treasury Management; our Electronic Funds Transfer Disclosure (or similar agreement), the Texas Business and Commerce Code shall govern liability for any losses regarding your Business Account.

To the extent that **Susser Bank** offers a Statement Hold Service and then if you have made a Statement Hold Request, you acknowledge and agree that we will hold your Account statement(s) rather than mailing them to you. You expressly acknowledge and agree: (1) our implementation of your Hold Request means any Account statement received and held by us per your Hold Request is deemed delivered to you as of the date the statement is first made available and delivered to the Statement Call division, regardless of when you physically pick up the statement from us; (2) you are solely responsible for reviewing any Account statement(s) for which you have made a Hold Request; and (3) a Hold Request does not delay, postpone or otherwise affect or modify any provisions of this Agreement regarding your responsibilities and relevant deadlines for notifying us of any Account statement irregularities or potentially unauthorized, erroneous or fraudulent transfers, and any time period for any applicable notice deadline begins running when the statement is first made available to you, which, in the case of any Hold Request, is the date the Statement Call division receives the statement. In addition, we have the right to destroy your statements if you have not claimed them within sixty (60) calendar days.

If we Truncate (as defined in this Agreement). (Information Regarding Digital Deposits) your checks, you understand that neither your Original Checks nor Substitute Checks will be returned with your Account statement. You agree that our retention of checks does not alter or waive your responsibility to examine your Account statements or change the time limits for notifying us of any errors.

Account statements sent or made available to any Account Holder are deemed to be received by all Account Holders. If Account statements are held by us in accordance with a Hold Request or because you fail to provide us with a current address, they will be deemed delivered to you when they are either prepared (if held by us) or delivered to the Statement Call division (if held pursuant to a Hold Request from you), mailed (for return mail), or otherwise made available to you.

Any written notice you give to us regarding your Account statement, or a problem with your Account statement, is effective when it is actually received by us and we have had a reasonable opportunity to act on it. Any written notice we give to you regarding your Account statement is effective when it is deposited in the U.S. Mail, postage prepaid and addressed to you at your statement mailing address.

If any problems arise regarding your Account, you agree to provide us with all information necessary for us to investigate the alleged error or unauthorized transaction. You also agree to promptly file a report with proper law enforcement agencies and otherwise to provide supporting affidavits, evidence and testimony we reasonably request in connection with the alleged error or unauthorized transaction. If you fail to comply with any of the above, we are not obligated to reimburse you for any claimed loss, except for consumer transactions that may be governed by Regulation E.

60. Mobile Deposit Service.

If you are enrolled in the Mobile Deposit Service and you have been approved by the Financial Institution to use the Service, the following terms and conditions are applicable to the Mobile Deposit Service. Your use of Financial Institution's Mobile Deposit Service ("Mobile Deposit Service") is governed by the terms of this Agreement. You acknowledge that e-mail and/or messages displayed on your mobile device will be the primary means of communication for the Mobile Deposit Service. You are responsible for maintaining a current e-mail address and you agree that you will, in a timely manner, review messages and notifications you receive from us and check your Account to confirm it reflects recent activity.

The Mobile Deposit Service allows you to use the Mobile Banking Apps to make deposits to your accounts from home or other remote locations; by taking photos of the front and back of original checks and transmitting the digital images ("images") and associated deposit information to us or our processor with your Mobile Device. In order to use the Mobile Deposit Service, you must be designated as an authorized signer or owner of an Account that is eligible for this Mobile Deposit Service or be designated by the Administrator and be approved by the Financial Institution.

We may establish per item transaction, daily, and monthly limits on the dollar amount and/or number of Check Images or Mobile Deposits from time to time. The daily and monthly limits are over Business Days and calculated based on your total Mobile Deposit activity across all of the Accounts that you use with this service. If you attempt to initiate a Mobile Deposit in excess of these limits, we may reject your Mobile Deposit and you may deposit the check(s) in a manner consistent with other methods for making deposits provided by the Financial Institution (such as at a branch or ATM or by mail). If we permit you to make a Mobile Deposit in excess of these limits, such Mobile Deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a Mobile Deposit at other times. Your dollar deposit limit will be disclosed to you at the time that you make the Mobile Deposit. Financial Institution reserves the right to change the limits. Any such change shall be effective immediately and may be implemented prior to your receipt of notice thereof.

Upon acceptance of the Mobile Deposit, Financial Institution shall grant your Account Provisional

Credit (as herein defined) for the total amount of the Mobile Deposit or the accepted Mobile Deposit, as applicable. As used herein, "Provisional Credit" means that when we post transactions to your account, the credit is made to your Account subject to final payment of the Checks and subject to the terms of the Deposit Agreement. For the purpose of determining availability of funds, Financial Institution may hold funds for the period of time permitted by Financial Institution's funds availability disclosure. Mobile Deposit funds are generally available the next Business Day after the Business Day of your deposit unless a hold is placed. If a hold is placed, you will be notified.

You hereby agree that you will only scan and deposit a check(s) as that term is defined in Federal Reserve Board Regulation CC ("Reg CC"). You agree that the image of the check that is transmitted to Financial Institution (each such check and other item a "Check" and, if more than one, "Checks") shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code (1990 Official Text). You further agree that you will not use the Mobile Deposit Service to deposit any Checks or other items that: (a) are payable to any person or entity other than you, (b) are prohibited by Financial Institution's then current Procedures pertaining to the Mobile Deposit Service or are in violation of any law, rule or regulation, (c) you know or suspect, or should know or suspect, is fraudulent or otherwise not authorized by the owner of the account on which the Check is drawn, (d) have not been previously endorsed by a financial institution and are either "substitute checks" (as defined in Reg CC or other applicable federal law or regulation) or "image replacement documents" that purport to be substitute checks, without Financial Institution's prior express written consent, (e) are drawn on financial institutions that are located outside of the United States or Territories of the United States, and (f) are not acceptable to Financial Institution for deposit into a deposit account as provided in the Deposit Agreement, which is incorporated herein by reference and made a part hereof (Checks described in clauses (a) through (g) each a "Prohibited Check" and, collectively, "Prohibited Checks"). If you deposit a Prohibited Check, you agree to indemnify and reimburse Financial Institution for, and hold Financial Institution harmless from and against, any and all losses, costs, and expenses (including reasonable attorneys' fees) Financial Institution may incur associated with any warranty, indemnity or other claim related thereto. Furthermore, if, after first having obtained Financial Institution's express written consent to do so, you provide Financial Institution with an electronic representation of a substitute check for deposit into an Account instead of an original Check, you agree to indemnify and reimburse Financial Institution for, and hold Financial Institution harmless from and against, any and all losses, costs and expenses (including reasonable attorney's fees) Financial Institution incurs because any such substitute check resulting from such electronic representation does not meet applicable substitute check standards and/or causes duplicate payments.

Each image must provide all information on the front and back of the original Check at the time presented to you by the drawer (the person or entity from whose account the Check was written), including, but not limited to, information about the drawer and the paying financial institution that is preprinted on the original Check, MICR information, signature(s), any required identification

written on the front of the original Check and any endorsements applied to the back of the original Check. The image quality must meet the standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association.

Endorsements must be made on the back of the Check and include (i) your signature, (ii) your account number and (iii) the following statement: "FOR MOBILE DEPOSIT AT **SUSSER BANK ONLY.**"

You acknowledge and agree that you shall be liable to us for any loss we incur caused by a delay or processing error resulting from an irregular endorsement or other markings placed on the Check by you.

All images processed for deposit through Mobile Deposit will be treated as "deposits" under your current Deposit Account Agreement with us and will be subject to all terms of the Deposit Account Agreement and any amendments to such Agreement. To be eligible for processing on the day transmitted, Mobile Deposits must be received and accepted by Financial Institution on or before 7:00 p.m. Central Standard Time or other cut-off time established by Financial Institution from time to time (the "Cut-Off Time") on a Business Day that the Financial Institution is open. A Mobile Deposit that is received after the cut-off time shall be deemed to have been received on the Business Day following the Business Day on which the Mobile Deposit is actually received by Financial Institution. When we receive an image, we will confirm that you have submitted the image via a message displayed on your Mobile Device. Your submission confirmation does not mean that the image contains no errors or that it has been approved for crediting. A status of "pending" does not indicate that the submitted item has been accepted. You will not receive a subsequent notification that a submitted image has been credited to your Account. You agree that Financial Institution has no obligation to accept a Mobile Deposit and, therefore, we reserve the right to reject any Mobile Deposit or the Images or other information contained therein transmitted through this Service, at our discretion, without liability to you. If your submission is rejected, you will receive e-mail of such rejection from the Financial Institution. It is your responsibility to check notifications from the Financial Institution for any rejected submissions and contact the Financial Institution to address the reason for such rejection. You acknowledge and agree that Financial Institution shall have no liability to you for failing to provide notice of rejection of a Mobile Deposit. You agree that you shall be solely liable for, and Financial Institution shall not have any liability whatsoever to you for, any Mobile Deposit or the Images or other information contained therein that are not received by Financial Institution. You also agree to be liable for Mobile Deposits or the Images or other information contained therein that are intercepted or altered by an unauthorized third party or dropped during transmission.

1. Original Checks. After you have received confirmation that your Mobile Deposit has been accepted for deposit, you should mark the Check as having been deposited. You agree to securely

store the original Check for a period of sixty (60) calendar days from the date of the Image transmission (such period the "Retention Period"). During the Retention Period, you shall take appropriate security measures to ensure that: (a) the information contained on such Checks shall not be disclosed, (b) such Checks will not be duplicated or scanned more than one time and (c) such Checks will not be deposited or negotiated in any form. Upon expiration of the Retention Period, you shall destroy the original Check you transmitted as an Image using a method of destruction that will result in the paper-based Item being un-processable and all sensitive personal and financial information undecipherable. You hereby indemnify Financial Institution for, and hold Financial Institution harmless from and against, any and all claims, demands, actions, causes of action, losses and damages, of whatever nature or kind, and regardless of the theory upon which the same is (are) based, caused directly or indirectly by, arising out of, related to, in connection with or resulting wholly or partially from, the destruction of original Checks by you. During the Retention Period, you agree to promptly provide the original Check to the Financial Institution upon request.

You agree that, in the event you are not able to capture, process, produce or transmit a Mobile Deposit to Financial Institution, or otherwise comply with the terms hereof or of the Procedures, for any reason, including, but not limited to, communications, equipment or software outages, interruptions or failures, you will make the deposit in a manner consistent with other methods for making deposits provided by Financial Institution until such time that the outage, interruption or failure is identified and resolved. You hereby acknowledge and agree that Financial Institution shall not be liable to you for any loss or damage of any nature sustained by you as the result of your inability to use the Mobile Deposit Service. The deposit of original Checks through these other methods shall be governed by the terms and conditions of the Deposit Account Agreement and not by the terms of this Agreement.

If Images of Checks deposited by you are dishonored or otherwise returned unpaid by the drawee financial institution, or are returned by a clearing agent for any reason, including, but not limited to, issues relating to the quality of the Image, you understand and agree that, since you either maintain the original Check or have destroyed it in accordance with the Original Check provisions in this agreement, the original Check will not be returned, and Financial Institution may charge back an Image of the Check to your Account. You understand and agree that the Image may be in the form of an electronic or paper reproduction of the original Check or a substitute check. Unless otherwise instructed by Financial Institution, you agree not to deposit the original Check if an Image or other debit as previously described is charged back to you.

Your Warranties. You make the following warranties and representations with respect to each image:

- a) Checks Deposited.** You shall only deposit Checks that are authorized by this Agreement, the Procedures, and the Deposit Agreement;
- b) Image Quality.** Each Image transmitted by you to Financial Institution contains an accurate representation of the front and the back of each Check and complies with the

requirements of this Agreement;

c) Accuracy of Information. All data and other information submitted by you to Financial Institution, including, but not limited to, data contained in the MICR line of each Check is complete and accurate and complies with the requirements of this Agreement;

d) No Duplicates. You will not: (i) create duplicate Images of the Checks, (ii) transmit a duplicate Image or File to Financial Institution, or (iii) deposit or otherwise negotiate the original of any Check of which an Image was created. You further warrant that no subsequent transferee, including but not limited to Financial Institution, a collecting or returning bank, drawer, drawee, payee or endorser, will be asked to pay the original Item from which the Image(s) was created or a duplication (whether paper or electronic, including ACH entries) of the Item(s);

e) No Loss. No subsequent transferees of the Item(s), including but not limited to Financial Institution, a collecting or returning bank, drawer, drawee, payee, or endorser, shall sustain a loss as the result of the fact that the Image was presented for payment or returned instead of the original Check;

f) Information. All information provided by you to Financial Institution is true, complete and accurate;

g) Authority and Legality. (i) This Agreement is valid and enforceable against you in accordance with its terms; and (ii) the entry into, and performance of, this Agreement by you will not violate any law, or conflict with any other agreement, to which you are subject;

h) No Litigation. There is no action, suit or proceeding pending or, to your knowledge, threatened, which if decided adversely, would adversely affect your financial condition or operations.

i) Transactions. All Checks and transactions are, and will be, bona fide. All signatures on Checks are authentic and authorized.

j) Rule Compliance. You submit Images in compliance with this Agreement, the Procedures, applicable law, and the Rules.

2. Indemnification and Liability; Third Party Claims. In addition to the other indemnities set forth in this Agreement, you hereby indemnify Financial Institution and each of its parents, subsidiaries and affiliates and their respective officers, directors, employees, members, partners, agents, insurers and attorneys (each an "Indemnified Party" and, collectively, the "Indemnified Parties") for, and hold each of the Indemnified Parties harmless from and against, all actions, causes of action, claims, damages, liabilities and expenses (including reasonable attorneys' fees) of any nature or kind (including those by third parties) arising out of, or related to, this Agreement, including all actions, causes of action, claims, damages, liabilities and expenses arising out of, related to or resulting from: (a) your (i) failure to report required changes, (ii) transmission of incorrect data to Financial Institution or (iii) failure to maintain compliance with the Rules, (b) (i) Financial Institution's provision of the Service, or (ii) Financial Institution's action or inaction in accordance with, or in reliance upon, any instructions or information received from any person reasonably believed by Financial Institution to be you, (c) your breach of any of your representations, warranties, covenants or other

agreements or responsibilities under this Agreement and/or (d) your breach or violation of any Rules; provided, however, you are not obligated to indemnify Financial Institution for any damages solely and proximately caused by Financial Institution's gross negligence or willful misconduct.

3. Data File Retrieval and Delivery. Bank provides a data file exchange facility for customers, which is intended to ensure a convenient, reliable, and efficient means to obtain various informational data files and reports from Bank. This data file exchange facility makes it possible for a customer, customer's agent, or a third party authorized by you to obtain specific Demand Deposit Account activity information. To support this data file exchange facility, Bank makes use of an accepted data communication convention, File Transfer Protocol ("FTP"), which prescribes the manner in which files containing data are to be exchanged between computers using the Internet's transmission control protocol/Internet protocol (TCP/IP) functionality. The Bank will choose among certain options for communication by the customer to the Banks FTP external server for retrieval and delivery of data files. Access to Bank's FTP external server may require that customer, their agent or a third party authorized by customer, utilize customer's User ID, and/or password (both of which are assigned by Bank), or any AAI, and Bank may further require that public encryption keys be exchanged between customer (or their agent or third party authorized by customer), and Bank, depending upon the communication option selected. Also, certain communication options may require customer, their agent or third party authorized by customer to furnish Bank with the TCP/ IP address from which a FTP communication session will originate. Bank and customer shall cooperate in testing data file exchange, and if the testing process is completed satisfactory to Bank, then such communication method will be used. Once a particular communication method has been successfully tested satisfactory to Bank's requirements, then Bank and customer will commence exchange of data files using such communication method.

61. Mobile Banking Services (Mobile App).

Susser Bank offers or may offer mobile banking services combined with your handheld text messaging capabilities. By using Mobile Banking Services, you agree to the specific terms herein, and agree to be responsible for any messages & data rates that may apply.

1. Information. Mobile Banking Services permit you to perform business online banking functions from a mobile phone via the Susser Bank Mobile App (together with related software, the "Mobile App"). Mobile Banking Services are subject to the general terms, the specific terms for VBO Services, the specific terms herein, and any other terms and conditions that may be applicable from time to time. If you enroll in Mobile Banking Services, you must provide a mobile phone number and other identification as may be required by Bank. Mobile Banking Services include the following online banking services:

- Viewing account balances
- Viewing transaction information
- Viewing check images

- Depositing checks electronically to Company's designated qualified accounts
- Receiving account alerts and balance information via SMS text messages
- Debit card controls

2. Verification. To verify the mobile phone number you provide, Bank will send an SMS message with a verification code to the mobile phone number you provide during enrollment. You must provide the verification code to Bank via VBO.

3. System Requirements. To access Mobile Banking Services, you must have a mobile device with the Mobile App as well as any other compatible wireless hardware and software necessary to operate the Mobile Banking Services. You understand that you also must have a mobile device wireless service plan with a suitable mobile device service provider of your choice. You are responsible for acquiring, maintaining, and operating your mobile device(s) and its related hardware and software and for all associated costs and expenses, including, without limitation, all fees incurred for data transfers or sending or receiving messages of any kind through your service plan. Bank is not responsible for errors or failures of your mobile device or its software or your service plan and is not responsible for any viruses or related problems that may be associated with your use of Mobile Banking Services or VBO.

4. Mobile Banking Security. The provisions of the Agreement regarding your identification, account security, and confidentiality of passwords and login credentials apply to Mobile Banking Services. You understand that you are responsible for ensuring that you or your Authorized Person maintain the security and confidentiality of their login credentials for the Mobile App and login credentials for your phone or mobile device. A person with access to your login credentials may use them to gain unauthorized access to your Account information or to make unauthorized transfers.

5. Privacy and User Information. You acknowledge that in connection with your use of Mobile Banking Services, Bank and its affiliates and service providers, including but not limited to Fiserv, Inc., and its affiliates, may receive names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data about your usage of the service (such as session length, number of transactions and geolocation), data files and other data and information provided by you or from other sources in connection with the Mobile Banking Services and the Mobile App (collectively "User Information"). Bank and its affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure of use, but reserve the right to use and disclose this information as reasonably necessary to deliver Mobile Banking Services and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you. Bank and its affiliates and service providers also reserve the right to monitor use of the App for purposes of verifying compliance with the law, these terms and conditions and any applicable license, but disclaim any obligation to monitor filter, or edit any content.

6. Restriction on Use. You agree not to use the Mobile App in or for any illegal, fraudulent, unauthorized or improper manner or purpose and will only be used in compliance with all applicable laws, rules and regulations, including all applicable state, federal, and international Internet, data, telecommunications, telemarketing, "spam", and import/export laws and regulations, including the U.S. Export Administration Regulations. Without limiting the foregoing, you agree that you will not use Mobile Banking or its related software to transmit or disseminate: (i) junk mail, spam, or unsolicited material to person or entities that have not agreed to receive such material or to whom you do not otherwise have a legal right to send such material, (ii) material that infringes or violates any third party's intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its clients or subscribers, (iii) material or data, that is illegal, or material or data, as determined by **Susser Bank** (in its sole discretion), that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of **Susser Bank** or any third-party service provider involved in the provision of Mobile Banking Services; (iv) material or data that is alcoholic beverage-related (e.g., beer, wine or liquor), tobacco related (e.g., cigarettes, cigars, pipes, chewing tobacco), guns or weapons related (e.g., firearms, bullets), illegal drugs-related (e.g., marijuana, cocaine), pornographic-related (e.g., adult themes, sexual content), crime-related (e.g., organized crime, notorious characters), violence-related (e.g., violent games), death-related (e.g., funeral homes, mortuaries), hate-related (e.g., racist organizations), gambling-related (e.g., casinos, lotteries), specifically mentions any wireless carrier or copies of parodies the products or services of any wireless carrier; (v) viruses, Trojan horses, worms, timebombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information, (vi) any material or information that is false, misleading, or inaccurate; (vii) any material that would expose **Susser Bank**, any third-party service provider involved in providing Mobile Banking Services, or any other third party. You agree that you will not attempt to: (a) access any software or services for which Company's use has not been authorized; or (b) use or attempt to use a third party's account; or (c) interfere in any manner with the Mobile App or the provision of Mobile Banking Services, or other customers of Mobile Banking Services; or (d) otherwise abuse Mobile Banking Services or the Mobile App.

7. Third-Party Service Access. Mobile Banking Services may enable access to Bank's and third-parties' services and websites, including GPS locator websites. Use of such services may require internet access and that you accept additional terms and conditions applicable thereto. To the extent this Mobile App allows you to access third-party services, Bank, and those third parties, as applicable, reserve the right to change, suspend, remove, or disable access to any of those services at any time without notice. In no event will Bank be liable for the removal of or disabling of access to any such services. Bank may also impose limits on the use of or access to certain services, in any case and without notice or liability.

8. Touch ID for Mobile App. Touch ID is an optional fingerprint sign-in method for the Mobile App that may be available on devices that have a fingerprint scanner. To use Touch ID, you will need to save your fingerprint and complete any setup required by your mobile device (for more help with fingerprint scanning, contact the manufacturer that supports your mobile device). Fingerprints are stored on your device only and Bank never sees or stores your fingerprint information. You acknowledge that by enabling Touch ID, you will allow anyone who has a fingerprint stored on your device access to your personal and business account information within the Mobile App. Bank reserves the right to suspend or disable this feature at any time. To use touch ID within the Mobile App on multiple devices, you will need to set it up for each device. You can enable or disable Touch ID anytime.

9. Card Controls. A card controls feature ("Card Controls") may be available within the Mobile App. This feature is only available for debit cards issued by Bank that you register within the Mobile App. Card Controls alerts and controls you set through use of the Mobile App may continue to apply, even after you delete the Mobile App or remove it from your mobile device. You must contact Bank to discontinue the alerts and controls. Certain Card Controls functionality within the Mobile App may not be available for all transactions. Controls and alerts based on the location of the mobile device where the Mobile App is installed or the location of the merchant where the card is being attempted for use may not apply appropriately to card-not present transactions or transactions where the actual location of the merchant differs from the merchant's registered address.

10. Alerts. Your enrollment in VBO and/or Mobile Banking Services includes enrollment to receive transaction alerts and notifications ("Alerts"). Alerts are electronic notices from Bank that contain transactional information about Company's Account(s).

10.1 Categories of Alerts. Alerts are provided within the following categories:

- Mandatory Alerts provide you with important account notifications, such as information about changes to Company's online passwords, PINs, or login information. You do not have the option to suppress Mandatory Alerts.
- Account Alerts provide you with notification of important account activities or when certain changes are made to your designated Accounts. These Alerts are automatically activated for you. Although you may suppress these Account Alerts, Bank strongly recommends that you not do so because they provide important information related to the Services.
- Additional Alerts must be activated by Company to be enabled from the Mobile App.

10.2 Alerts Methods of Delivery. Bank may provide Alerts through one or more of the following channels ("EndPoints"): (a) a mobile device, by SMS text message; (b) a mobile device, by push notification; (c) an e-mail account, by an e-mail message; or (d) VBO message in-box, by an e-mail message. You agree to receive Alerts through these EndPoints, and it is your responsibility to determine that each of the service providers for the EndPoints described in (a) through (c) above

supports the SMS text message, push notification, or e-mail Alerts provided through the Alerts service. Please be advised that text or data charges or rates may be imposed by your EndPoint service provider. Alert frequency varies by account and preferences. You agree to provide Bank a valid mobile phone number or e-mail address so that Bank may send Alerts to you. If your e-mail address or mobile device's number changes, you are responsible for informing Bank of that change. Your Alerts will be updated to reflect the changes that you communicate to Bank regarding your primary and secondary email addresses or mobile device number.

10.3 Mobile Phone Communications. By electing to receive Alerts, or any other mobile phone communications described in this Agreement, you expressly agree that Bank may send to you SMS text messages, calls and messages, including, but not limited to, prerecorded and artificial voice, text, and autodialed calls and messages, from Bank, its agents, representatives, affiliates or anyone calling on Bank's behalf at the specific number(s) you provide to Bank, or numbers Bank can reasonably associate with your account (through skip trace, caller ID capture or other means). You certify, warrant, and represent that the telephone numbers that you provide to us belong to you or are otherwise expressly authorized contact numbers. You represent that you are permitted to receive calls at each of the telephone numbers you provide to Bank. You agree to promptly alert Bank whenever you stop using a telephone number.

10.4 Stopping Alerts. You may elect to stop receiving non-Mandatory Alerts at any time within the Mobile App or by notifying Bank in writing.

10.5 Limitations. Bank provides Alerts as a convenience to you for informational purposes only. An Alert does not constitute a bank record for the deposit or credit account to which it pertains. Bank strives to provide Alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any Alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside Bank's control. Bank neither guarantees the delivery nor the accuracy of the content of each Alert. You agree to not hold Bank, its directors, officers, employees, agents and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (i) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (ii) inaccurate or incomplete content in an Alert; or (iii) your reliance on or use of the information provided in an Alert for any purpose.

10.6 Alert Information. Company acknowledges that Alerts may not be encrypted and may include your name and other information about your Accounts, and anyone with access to your Alerts will be able to view the content of these messages. You agree Bank is not responsible for encrypting Alerts or for any disclosure of your information caused by anyone's access to your Alerts.

11. LIMITATION OF LIABILITY. WITHOUT LIMITING OR DIMINISHING THE GENERALITY OF OTHER LIMITATION OF LIABILITY PROVISIONS IN THIS AGREEMENT, INCLUDING, BUT NOT

LIMITED TO, BANK'S DISCLAIMER OF ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR AN INTENDED PURPOSE, YOU FURTHER AGREES THAT BANK SHALL NOT BE LIABLE FOR ANY LOSSES, OR DAMAGES, PROXIMATELY CAUSED BY OR ARISING FROM: (I) YOUR USE OF THE MOBILE BANKING SERVICES OR THE MOBILE APP; (II) INTERRUPTIONS OR OTHER INTERFERENCE WITH THE MOBILE BANKING SERVICES; (III) ANY ACTIONS OR OMISSIONS OF ANY THIRD-PARTY OR SERVICE PROVIDER. YOU SPECIFICALLY AGREE THAT THE LIMITATIONS OF LIABILITY IN THE GENERAL TERMS, IN THE VBO SECTION, AND HEREIN, APPLY TO THE BILL PAYMENT SERVICES.

12. Additional Provisions on Mobile Banking Services. Mobile Banking Service is similar to Online Banking Service and refers generally to any service allowing an existing customer to access and view Accounts from a web-enabled mobile phone or device ("Mobile Device") whose network allows secure SSL traffic and supports WAP browsers. We do not guarantee the functionality of the Service on all wireless devices or networks; however, generally, the Service should be compatible with any web-enabled mobile phone or other Mobile Device, regardless of make, model, or mobile service provider. This proprietary solution adapts to any screen size and can change dynamically to present items on any screen in a pleasing format. The Mobile Banking Service allows you to view transaction history, view Account balances, view account transaction history, transfer funds between Accounts, pay bills to payees, view alerts, and if you have selected the Mobile Remote Deposit (or Remote Deposit) Service, remotely make deposits. In most cases you may use the Service to gain access to deposit accounts in which you have an unrestricted right to withdraw funds. However, the Financial Institution, as it may determine at any time and from time to time in its sole discretion, may deny Service account access, restrict Service account transactions, or place limits on the specific dollar amount of funds that may be withdrawn or transferred from any account. We will not be responsible for any errors or failures from any malfunction of your Mobile Device or any malicious software or other problems related to the Mobile Device used with our Services. From time to time, we may develop additional mobile banking services. As we develop such services, you will have the opportunity to add them to your Mobile Banking Service, provided you have compatible wireless hardware and software.

To use the Service, you must have an open account at the Financial Institution, register for Online Banking Services, and have a compatible Mobile Device. During the registration process, you will enter your mobile phone number as well as other information we require to authenticate your identity. You will be provided with further instructions on how to access the Service using a software application ("App") or the browser on your Mobile Device. During this registration process, you will be required to provide your Online Banking Service identification credentials ("Access Code") that you must use each time you access the Service.

In addition to other Security Procedures provided for in this Agreement, the use of the Access Code, your Mobile Device, and Biometric Logon are security procedures accepted by Financial Institution to authenticate the identity of the person attempting to gain access to the Service.

Biometric Logon is an authentication method to assist in verifying your identity. It collects your facial or fingerprint (image capture), or your voice biometric (audio recording). The security procedure is not designed for the detection of errors. We may require you to change your Access Code from time to time for security reasons. You should keep your Access Code in a secure location. Any person having access to your Access Code or your Biometric Logon will be able to access these Services and perform all transactions, including reviewing Account information and using the Bill Pay Services. With this Access Code, a third party will be able to use your Online Banking Service to add new payees to the Bill Pay Service. You are responsible for safeguarding the Access Codes, including your Biometric Logon, and your Mobile Device. Providing these Access Codes or Biometric Logon to another person effectively constitutes a grant of authority to access your accounts.

Because the Mobile Banking Service is similar to Online Banking Service on a PC, there are security risks associated with the use of the Service. The hardware and software that you use in connection with the Service may be subject to unauthorized tracking or other manipulation by spyware or other malicious code. We are not responsible for advising you of the existence or potential effect of such malicious code, and your use of your hardware and software is at your own risk. We will use commercially reasonable efforts to secure the Service to prevent access by unauthorized persons and to prevent the introduction of any malicious code, such as an Access Device virus. However, no security system is failsafe, and despite our efforts the security of the Service could be compromised or malicious code could be introduced by third parties. We will provide you with notice if your information is the subject of a security breach as required by applicable law.

You acknowledge and agree that the Bank may collect, transmit store, and use technical, location, and login or other personal data and related information, including but not limited to technical information about your device, system and application software, and peripherals, and information regarding your location, that is gathered periodically to facilitate the provision of updates to Mobile Banking Services and product support, for security reasons, for marketing purposes, and for other service to you (if any) related to, or in connection with, the Mobile Banking Services.

You assume all risk associated with the use of the Mobile Banking Services. You agree that you will not use Mobile Banking Services or any services related thereto for any purposes prohibited by United States law, and shall not use or otherwise export or re-export Mobile Banking Services, except as authorized by United States law and the laws of the jurisdiction in which Mobile Banking Services were obtained. You hereby represent and warrant (i) you are not located in a country that is subject to a U.S. Government embargo or has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

We do not currently charge you any fee to register for or access Mobile Banking Services. However, you may incur charges to receive internet, cellular or other data service on your Mobile Device. You may also incur charges from your telecommunications carrier when sending and receiving

information in connection with your use of Mobile Banking Services.

The applicable interest, fees, charges, and other rights and obligations that apply per the Account Agreement still apply when you use Mobile Banking Services to perform transactions. The Mobile Banking Services provider and any other third-parties, including your wireless company or other data service provider, may charge you fees.

You agree to secure, protect, and keep confidential your PIN, password, User ID, passcodes, and all other banking information, including biometric information ("Credentials") required for you to make purchases with your Account using a Mobile Banking Services. If you disclose any of your Credentials to or share your Mobile Device with others, including by allowing others to enroll their fingerprint or create a passcode or PIN on your Mobile Device, they may be able to access your Mobile Device and/or Mobile Banking Services to make purchases with your Account, access your transactions on your Mobile Device, or otherwise obtain your personal information.

In other words, you are responsible for maintaining the security of your Mobile Device and any security code(s) you have created for the purpose of accessing Mobile Banking Services, and you are responsible for all transactions you initiate or authorize using Mobile Banking Services. If you allow any person to obtain or to use your Mobile Device or security code(s), you will have authorized that person to access your Mobile Banking Services, and you agree that you will be bound by any agreements that person accepts or acknowledges electronically through Mobile Banking Services. If any family members use your Mobile Device, such transactions will be considered authorized. You must notify us immediately if you believe your Mobile Device, Credentials, or information for the Mobile Banking Services have been lost, stolen, or otherwise compromised. Plus, please also notify us at once if the phone number for your Mobile Device is changed or service to your Mobile Device is terminated, or if you believe that your Mobile Device has been lost or destroyed, or if you believe that your security code(s) has been compromised, or that your Mobile Device or any of your Accounts have been accessed or used without your authorization, or if any periodic statement shows a transaction on an Account that you did not make, including any unauthorized transaction made via Mobile Banking Services. Contacting us immediately by telephone will help you avoid responsibility for unauthorized transactions and will help you and us reduce possible losses. Call us at **(866) 580-7262** or visit one of our branches.

As mentioned above, if your device is lost or stolen, or you have reason to believe that your device has been compromised, including that of your fingerprint reader, PIN, or other security device, you agree to contact us immediately so that we can take action to stop future transactions. Since your device can be used to make purchases, you must notify us in the event your device is lost or stolen with the same urgency as if your actual credit or debit card is lost or stolen. If you fail to notify us, you may be liable for all or a portion of the losses associated with unauthorized use of your Account whether that use was through the Mobile Banking Services or not.

You are solely responsible for maintaining the confidentiality of your Credentials, passwords, device passwords and any other means that you may use to securely access the Mobile Banking Services on your device. If you share these Credentials with anyone, that person will be considered an authorized user since you have allowed that person to use your Mobile Banking Services to make purchase or obtain access to your personal and payment information available through the Mobile Banking Services. You cannot later claim that the person was only authorized to do certain transactions. You agree to safeguard your device at all times and not leave it unattended.

We have provided you what we think are reasonable security procedures and to the extent that you try to do banking transactions, you must keep all of your banking information protected. You also agree to implement any security procedures recommended by the Bank, including any security procedures offered as additional services by the Bank. You hereby agree that the Bank's own internal security procedures have been implemented in good faith and are commercially reasonable. You are agreeing to same by your use of any services to do such transfers.

You are solely responsible for the selection, security, maintenance, and operation of your Mobile Device, software, email, and mobile or internet service provider. **Susser Bank** expressly disclaims any and all liability related to the improper or negligent use of your Mobile Device and the access and transmission of data, except as provided by applicable law. **Susser Bank** Texas is not liable for any failures or errors due to any malfunction of your Mobile Device's hardware or software, the unsuitability of your Mobile Device, or any problem or virus that may be associated with the use of the Mobile Device and/or Mobile Banking Services.

You agree to indemnify, defend, and hold harmless **Susser Bank** from and against any and all actions, claims, liabilities, damages, costs, and expenses, including reasonable and necessary attorneys' fees and court costs, arising out of or relating to your use of a Mobile Banking Services and/or any negligent or intentional action or inaction, and/or any breach of the Terms and Conditions. You agree that this paragraph shall survive the termination of these Terms and Conditions for any reason.

Tips for Trying to Prevent Unauthorized Transactions, Disbursements and/or Bank Fraud and Your Duties to Help Prevent Bank Fraud. There are many things you can do to try to prevent unauthorized activity from occurring on your account. Please keep your mobile device locked with a secure password and keep your password safe. Plus, store your banking records in a secure place. There are many different bank scams, and educate yourself to be cognizant of not becoming a victim of such scams. If something appears too good to be true, it probably is. Use common sense and be mindful of specific situations. If you do not promptly report the fraud, you may be responsible for the unauthorized banking transactions. From time to time, the Bank may offer various services in trying to assist you in detecting bank fraud. If you decline to obtain such services or security procedures and as set out for different security procedures, you hereby agree that the security procedures offered by the Bank are deemed to be commercially reasonable, and you agree to be bound by any such payment order or funds transfer executed pursuant to such security procedures

that you have selected. You may or may not elect to obtain such additional services, and if you do not contact the Bank to obtain such services and/or you otherwise refuse such services, and if such services could have prevented some or all of possible bank fraud, you agree to not seek to recover such amounts from the Bank. In other words, you will still be allowed to try to seek to recover such amounts from a purported wrongdoer, but you agree you will not seek to recover against the Bank. The Bank also suggests that you obtain insurance to cover yourself against a possible future fraud loss. You acknowledge that the Bank will likely require the immediate closing of any account on which banking information has been compromised.

Please be careful in making transactions to correctly list the proper account information. You will be responsible for any loss caused by your failure to properly identify the account and/or other information when doing transactions.

We suggest that you balance an account ledger to monitor the amount of funds available for your use in the account. You agree not to overdraw or do disbursements that will overdraw your account and to assure that you have sufficient funds in your account in advance to cover all checks, debits, holds, or other disbursements that are charged against your account. Any charge (whether a mobile banking transaction or other disbursement), that causes the account to go into an overdraft situation or is debited against the account after the account is an overdraft situation will be assessed a fee as set forth in the current fee schedule. The Bank under no circumstances shall be required to monitor your account for you, and you have the continuing responsibility to routinely balance your account.

You are liable for all amounts charged to your account, including all amounts charged to your account that cause an overdraft situation. Such amounts will include any amounts caused by debits to your account, and/or any other situations, including an offset situation, overdraft situation, lien or other fee or charge situation. If the Bank takes court action against you to collect such amounts or undertakes other demands, you will be liable for all costs, charges, and fees, including attorney's fees. In the case of a joint account, each account owner will be jointly and severally liable for all amounts charged to the account regardless as to which owner actually caused the account to be in an overdraft situation.

In no event will the Bank or its affiliates be liable for indirect, consequential, or special damages, including lost profits, arising from or related to Mobile Banking Services, even if such damages were reasonably foreseeable and notice was given regarding them. These limitations will apply to all causes of action, whether arising from breach of contract, tort (including negligence) or any other legal theory. The Bank disclaims all warranties with respect to any Mobile Banking Services applications, whether express, implied, or statutory, including without limitation implied warranties of merchantability, satisfactory quality, and fitness for a particular purpose, accuracy, timeliness, and non-infringement of third-party rights. You release the Bank, its services providers, and its affiliates from all claims and damages that may arise from or relate to your use of Mobile Banking

Services. You agree not to reverse engineer, decompile, disassemble or attempt to learn the source code of any Mobile Banking Services application and you may not redistribute any Mobile Banking Services application. All rights not expressly granted to you herein are reserved by us. You are solely responsible if there is a security breach affecting any information stored in the Mobile Banking Services or sent from a Mobile Banking Services.

Permitting access to your Mobile Device to any other person whether through sharing of Credentials or setting up another person's biometric information to access your Mobile Device is inherently risky. You acknowledge and agree that if you elect to use an optional biometric identification procedure to access your Mobile Device or via a third-party service selected by you or you otherwise share your Credentials with any other person, whether intentionally or negligently, then we can accept and act upon identity authentication communicated to us from that Mobile Device or service, and we can grant access to your Mobile Banking Services without further action or responsibility on our part to confirm your identity. If any other person's biometric information becomes associated (with or without your knowledge) with a Mobile Device that you or your agent have registered for biometric identification, then that other person's biometric information shall be construed of your authorization and you are authorizing that person to transact in your Mobile Banking Services. Accordingly, enabling biometric identification on a Mobile Device that is shared with or may be used by another person is strongly discouraged.

You agree that we can send you and you are agreeing to receive electronic communications from us, including texts and/or emails to the email address you have provided in connection with your Account. These electronic communications will relate to your use of the Mobile Banking Services. You agree that it is your duty to update your email address when it changes by contacting us.

62. Tips for Trying to Prevent Unauthorized Transactions, Disbursements and/or Bank Fraud and Your Duties to Help Prevent Bank Fraud.

a) Various Tips to Keep Losses from Occurring on Your Account. There are many things you can do to try to prevent unauthorized activity from occurring on your account. Please store your banking records in a secure place. Please store blank check stock in a secure place. There are many different bank scams. Educate yourself to be cognizant of not becoming a victim of such scams. If something appears too good to be true, it probably is. Use common sense and be mindful of specific situations. If you see a suspicious character hanging around a bank branch, ask the branch for assistance or call 911. A business should have dual control and have different people conduct different aspects of banking operations. Even if unauthorized activity occurs on your account, if you review your periodic statements, you should be able to quickly detect and report the fraud. If you do not promptly report the fraud, you may be responsible for the unauthorized banking transactions. For business customers, we strongly recommend that you review your internal controls for fraud prevention. These controls might include secured check stock, secured signature plates, inventory controls, separation of duties, updated signing authorities, timely reconciliation, secured canceled checks, and/or the use of any other treasury management services (if available

for your account). We strongly recommend that, if available to you, you use such other treasury management services. You agree that if a treasury management service is made available to you, your decision to not enroll in and use our treasury management service will be considered proof that you did not exercise ordinary care if this contributes to the payment of an item against your account containing an alteration, forged signature or forged endorsement. We recommend that all accounts use check stock with anti-fraud security features. Further, you agree that you will have failed to exercise ordinary care with respect to your account if you do not take commercially reasonable precautions against the possibility of an employee or other insider committing fraud in connection with your account. Such precautions will include, but not be limited to, the segregation of duties between the accessing of funds in the account and the review and balancing of the account statement on a regular basis.

b) Please Obtain Positive Pay or Similar Service to Limit or Prevent Bank Fraud. As mentioned in other portions of this Agreement, you may request or may be offered various services from time to time. For example, you may request or may be offered a positive pay type of service which is designed to try to prevent check fraud or other bank account fraud, and if you fail to utilize or follow the procedures required for those services or decline to obtain those services, you assume the risk that any checks or other items or disbursements presented against your account may be forged, altered or otherwise fraudulent, and you will be prevented from seeking to recover such a loss to the extent that such services would have prevented such a loss.

Likewise, we may also offer you various security procedures associated with wire transfers, funds transfers, ACH transactions, and similar transactions. If you decline to obtain such security procedures and as set out for different security procedures, you hereby agree that the security procedures offered by the Bank are deemed to be commercially reasonable, and you agree to be bound by any such payment order or funds transfer executed pursuant to such security procedures that you have selected.

c) Protecting Your Checks and Banking Information. If customers do not protect their unissued checks and/or other banking information, this could allow unauthorized activity to occur on your account. Consequently, you agree to protect and safeguard your blank check stock (unissued checks). If you notice missing checks and/or you believe that the security of your unissued checks is compromised in any manner, you agree to notify us immediately. You acknowledge that the Bank will likely require the immediate closing of any account on which banking information has been compromised (i.e., the loss or stolen checks). If you fail to properly safeguard your checks, and such action contributes to unauthorized banking activity and/or possible losses, you agree that you assume the risk of the loss if you fail to exercise ordinary care in safeguarding the Banking information.

d) Checks and Form Stock. There are various companies that allow you to order checks through them. If you are not using a vendor that is approved by us, please do so before you begin

using checks. Notwithstanding whichever company you decide to use to order copies of blank checks, withdrawal forms, deposit forms, etc., you are responsible for verifying the accuracy of all information on such documents. You are responsible and bear the risk of loss for any errors or losses you may incur as a result of incorrectly printed information on checks or other banking documents. Additionally, we recommend that you employ companies that have anti-fraud security features. Please also be advised that if we cannot process checks or other banking documents, we may refuse to accept for deposit or process any item in such circumstances. If you do obtain checks and/or other banking documents from us, our liability, if any, is limited to the cost of the replacement of the printed checks and other banking documents.

e) Business Account Owners – Tips to Prevent Bank Fraud. Internal fraud can be a serious problem for businesses. We strongly recommend that our commercial and business customers routinely review their internal controls for fraud prevention. These controls might include, but are not necessarily limited to:

- Separate bank account responsibilities. The individual responsible for reconciling bank statements should be different from the individual who issues checks.
- Reconcile statements as you receive them. If a problem exists, you should notify us immediately.
- Require statements to be opened by an owner. If fraud exists, the wrongdoer often tries to hide his/her fraudulent activities by intercepting any mail which might reveal his/her activities.
- Watch for checks cashed out of sequence and checks made out to cash. These are the classic red flags for embezzlement.
- Store your check supply under lock and key. Secure your working supply when not in use. Stolen checks are a common method of embezzlement.
- Have an owner periodically perform accounting duties such as reconciling the account or making a deposit. This will often deter embezzlers.
- Review your transaction activity for unexpected fluctuations. For example, compare the percentage of cash deposits to total deposit size. Most businesses will maintain a constant average. A large fluctuation might indicate embezzlement.
- Destroy any checks that you do not intend to use.
- Periodically verify that checks written for expenses are for legitimate expenses.
- Have accountants or other third parties routinely audit your banking activities.

This is not an exhaustive list, and you need to take these and other precautions to prevent bank fraud. You agree that you will be deemed to have failed to use ordinary care with respect to your Account if you do not take commercially reasonable precautions, such as those listed above, against the possibility of an employee or other insider committing fraud in connection with your Account.

If you are a commercial or business Account holder, you acknowledge and agree that it is your duty to exercise ordinary care in safeguarding checks, access devices, PINs, passwords, User IDs,

Account statements, Account numbers, and other documents or instruments that may contain your sensitive financial information, and you need to properly monitor and/or supervise your employees in accordance with the requirements of the Texas Business and Commerce Code Sections 3.405 and 3.406.

f) Identity Theft and Account Fraud. You may not realize it, but identity theft is one of the top consumer fraud complaints reported to Federal authorities. The steps outlined below can limit someone's ability to steal your identity.

g) Protect Your Social Security Number; Bank Account Numbers, Credit Card Numbers, Account Passwords, Personal Identification Numbers (PINs), and Other Personal Information. Don't provide financial and other personal information in response to an unsolicited phone call, fax, letter or email no matter how official the request may appear. You should never divulge your social security number, password, or account number unless you initiate the contact with the person or company. This includes email solicitations you may receive for loans, prescription refills, etc. If the person initiating contact with you claims to represent the Bank, a law enforcement agency, Social Security Administration, Internal Revenue Service, or some similar organization and asks you to verify (reveal) confidential information, immediately report the incident to the organization the caller claims to represent.

- Be especially careful with your social security number. Don't carry your social security number in your wallet or purse. Leave it in a secure place. Provide your social security number only when absolutely necessary.
- Never write your PIN on your ATM card or on a piece of paper in your wallet.
- Pre-print as little personal information on your checks as possible and never have your social security number or driver license number pre-printed on your checks.

h) Protecting Your Incoming and Outgoing Mail. Deposit outgoing mail, especially something containing personal financial information or checks, in a U.S. Postal Service's collection box, hand it to a mail carrier, or take it to a local post office instead of leaving it in your doorway or home mailbox. Promptly remove mail from your mailbox after it has been delivered. If you are going to be traveling out of town, have your mail held at your post office or ask someone you know and trust to collect your mail. Envelopes left in your mailbox may contain checks, credit card applications and other items that can be very valuable to a fraud artist. If you have someone else receiving or collecting your mail, please make sure they are trustworthy and make sure it is promptly delivered to you.

i) Properly Dispose of Items Containing Financial or Personal Information. Thieves known as "dumpster divers" pick through garbage looking for credit card applications and receipts, canceled checks, bank statements, expired charge cards and other documents or information they can use to counterfeit or order new checks and cards. Shred, cut, or tear such items before discarding them. This is especially important for monthly statements, voided checks, unused checks, credit card

solicitations and convenience/vacations checks.

j) Pay Attention to Your Bank Statements and Credit Card Bills. Check your bank account and credit card statements as soon as they arrive. Contact the Bank immediately if there is a discrepancy or if you notice something suspicious such as an unauthorized withdrawal. Also contact us if your statement doesn't arrive on time as this could be a sign that someone has stolen account information and changed your mailing address. Contact your credit card company for similar discrepancies noted on your credit card statements.

k) Practice Home Security. Safely store extra checks, credit cards, and documents that list your social security number, bank statements and similar valuable items. Be extra careful if you have housemates or if you let workers into your home.

l) Promptly Report Stolen or Compromised Information. Identity thieves can use information from credit cards, checks, social security cards, and even health insurance cards in a stolen or lost wallet or purse to establish new accounts in your name. If your wallet or purse is stolen:

- Notify the Bank immediately if your stolen item contained bank account information including account numbers, ATM cards, debit cards, or checks. Close all compromised checking and savings accounts and open new ones.
- File a report with the police immediately. You will want to provide a copy of this report to the Bank as well as your credit card company or insurance company.
- Report your driver license as missing to the Texas Department of Public Safety.
- Cancel each credit and debit card. Get new cards with new numbers. Call the fraud departments of the major credit reporting agencies and ask them to put a fraud alert on your account and add a victim's statement to your file requesting that creditors contact you before opening new accounts in your name.
- Ask the three (3) primary credit bureaus (Equifax, Experian, and TransUnion) for copies of your credit reports. Review your reports carefully to make sure no additional fraudulent accounts have been opened in your name or unauthorized changes have been made to your existing accounts. In a few months, order new copies of your credit reports to verify your corrections and changes, and to make sure no new fraudulent activity has occurred.
- Change the locks on your home and car if your keys are lost or stolen.

This is not an exhaustive list, and you need to take these and other precautions to prevent bank fraud.

m) Deal Only with Legitimate, Reputable Businesses. Try to do business with companies you already know or that have been recommended. Do your research before giving money or personal information to an unfamiliar merchant (or charity or any other organization). Beware of a letter, phone call, or unsolicited advertisement from an unfamiliar lender or loan broker with what appears to be a fantastic offer.

n) Beware of "Deals" Requiring Money Up-Front. Be skeptical of any offer that is "free" or otherwise hard to believe and that, as a precondition, requires you to pay money (perhaps for a supposed "lee" or "lax") up front. They are likely to be schemes to trick you into sending money or providing bank account information in exchange for promises of goods or services that will never be delivered. Be very hesitant to ever agree to deposit a check and then send all or any portion of such funds to anyone else. Moreover, be very skeptical of any transaction that requires you to wire funds outside of the banking system or outside of the United States.

o) It is the Bank's business practice not to solicit customer information over the telephone, by mail, fax, or Internet. In the event that you receive a call from someone representing themselves as a banker who asks for personal information such as your account number, social security number, password, PIN, or date of birth, please contact us immediately through our website, by visiting any of our banking offices, or by calling us at **817-987-2400**.

p) Fraudulent Activity. As it pertains to accounts on which there has been reported or perceived fraud, the Bank, in its sole discretion, may choose not to provide account information by phone (balance verification, transaction history, etc.) or perform deposit verification by phone.

Another way to prevent fraud is to investigate and hire only the proper employees or engage other people to otherwise assist in any banking responsibilities that have been properly investigated and/or supervised by you. For example, you may want to ask whether such person has ever been convicted of a felony, do a thorough background check of such an employee or agent and institute a program that encourages your agents or employees to report any fraudulent or dishonest activities to your company.

q) Acknowledgement of Recommendation of Obtaining Insurance for Possible Future Losses. Bank fraud can happen in many different ways. Some businesses may have an employee that starts misusing banking information and/or doing unauthorized transactions. Sometimes a friend or relative may begin doing transactions on your accounts. Sometimes unknown people will get access to your banking information and begin doing unauthorized transfers. Unfortunately, some of these losses may ultimately be borne by you. However, you may be able to obtain insurance to protect yourself against such possible future losses. Especially in the business context, we strongly urge you to look into obtaining insurance that may cover many different types of bank fraud by different people.

Notwithstanding other fraud issues addressed herein in this Agreement, the Bank wanted to remind you to be diligent in the choice of your computer hardware and software. The Bank will not be responsible for any loss or damages suffered by you as a result of the failure of any of your systems and software. You may be using various systems and software to do online banking or to do other transactions with regard to your bank accounts, and you are solely responsible for any loss or damages caused by the failure of your own systems or software utilized by you. The Bank urges

you to make sure your computer systems and software are adequate to protect your interests.

In order to further help the Bank prevent fraud or other loss regarding your accounts, you agree to exercise ordinary care in the choice of your vendors and of your equipment. Please safeguard all bank account information including any account checks, ATM cards, debit cards, or other check cards, PINS, user ids, online banking information, account statements and any other documents or information that contain some or all of your confidential banking information. If you entrust your bank information to other people, including vendors and employees, please endeavor to take reasonable steps to safeguard all such materials and make sure that those other people that you entrust with that information also take appropriate steps to safeguard that information.

r) Other Fraud and Fraud Loss Prevention Suggestions. For various purposes including for better customer service and to prevent fraud and for various other purposes, the Bank reserves the right to record any telephone calls between you and the Bank, and you are hereby consenting to such reporting. The Bank may or may not record the phone calls and instead, the Bank may simply monitor the phone calls.

If you report a possible fraud loss, the Bank will require that you close your account and open a new account. Plus, if you have a change in authorized signors, the Bank may recommend that you close your account and open a new account. If there has been fraud or a forgery or if any account information has been compromised or stolen such as bank check stock, the Bank strongly suggests that your account be closed and a new account be reopened.

As more fully described in the account termination provisions herein, after an account is closed, the Bank has no obligation to accept deposits or pay any outstanding checks or other disbursements on that account. In the event that you elect not to open a new account after a possible fraud has occurred on the account, the Bank may mail you a cashier's check for the remaining balance in the account. The closing of the account does not change any obligations you may have with regard to the account if any issues subsequently rise in the future.

s) Other Tips to Help Prevent Fraud. To help you protect your account, you should consider using some or all of the following preventative measures: reconciling your statements as you receive them, watching for out-of-sequence checks and checks made payable to cash, and reviewing your transaction activity for unexpected fluctuations. Business customers should consider assigning responsibilities for opening mail, reconciling bank statements, and issuing checks to different individuals.

t) ATM Safety and Security. The following are some tips on exercising care when using an ATM:

- If there are any suspicious circumstances, do not use the ATM.
- If you notice anything suspicious while transacting business at the ATM, cancel the transaction, pocket your Card and Leave.

- Be careful when using the ATM and be aware of the surroundings, especially at night or in an isolated area.
- Park near the ATM in a well-lighted area.
- At night, have someone accompany you when possible.
- Do not approach a dark ATM.
- Do not accept assistance from anyone while using the ATM.
- Do not display your cash, pocket it, and then count it later in the safety of your home or office.
- Be sure to save your transaction receipts and check them against your statements regularly.
- Prepare deposits at home to minimize your time at the ATM.
- Make sure you safeguard your PIN. Do not write your PIN on your Card or carry it in your wallet or purse.
- Always secure your Card just as you would cash, check, and credit cards.
- Do not to disclose or otherwise make your Card or PIN available to others.
- Immediately report all crimes to local law enforcement and to the ATM operator.

You should be cautious about giving someone your account number. If you give your account number to a third person and authorize that third person to initiate one or more transactions on your account, you may be liable for all transactions initiated by the third person even if you did not intend to authorize a particular transaction.

You should never leave unused checks out in the open or in an easily accessible location. Checks can be stolen and misused, so it is important for you to keep them locked in a safe place. When discarding checks, ensure they are properly destroyed by shredding or other means so that they cannot be copied or used. If unused checks disappear, either individually or a pad at a time, call us immediately at the number for Customer Service on your statement. We may deny a claim due to forged, altered or unauthorized checks if you do not take reasonable measures to guard against improper access to your checks.

If you make the decision to endorse the deposit or check into your account, please know that the check could be returned as altered or for other reasons for up to three (3) years. While you may know whether or not a check may be returned rather quickly if the check is drawn on a closed account or if there are insufficient funds in the account on which the check is drawn, please know that a counterfeit check or altered check may take much longer to return. By agreeing to deposit the check and getting the benefit of the use of the funds, you agree to repay such a credit to the Bank if the check is ever questioned, challenged, or returned for any reason. Please be careful with who you deal with in accepting checks.

If you allow another person to have access to any of your banking information, you have authorized that person to do transactions with regard to your account. In other words, if you authorize a family or friend or other person to receive copies of bank statements, or ATM card, or otherwise

have access to your banking information, that person could then do future transactions with your banking information, and you cannot later try to claim that that person was not authorized by you. If someone else gets any portion of your banking information, you are instructed to notify the Bank immediately and close your account and obtain a new bank account with new checks and/or ATM cards and/or other banking information. By allowing someone to have access to your information, you may be contributing to possible bank fraud, and you would be liable for same.

If you allow someone to assist you in writing checks and/or providing information used to write the checks, receive checks, make deposits on your behalf at the Bank, or otherwise engage another person to assist you with any of your banking activities, and if such actions contribute to a possible fraud loss, you will bear responsibility for same. The Bank highly encourages you to not share your banking information with any other person. The Bank highly encourages to not inadvertently or intentionally others to assist you with any banking activities so that your banking information may become known to such other parties. Again, you will be responsible for such loss if one occurs in the future.

A proper review of your account statements each month will significantly help prevent future bank fraud. If even one allegedly unauthorized transaction appears on your bank statement, whether it be an alleged unauthorized check, wire transfer, improper deposit, or any other unauthorized banking activity, if you timely and properly report such allegedly unauthorized activity to the Bank, this will likely prevent future instances of alleged unauthorized activity. Unfortunately, there are many bank customers who do not review their monthly bank statements and this could allow a wrongdoer to do repeated unauthorized banking transactions for subsequent weeks, months, and/or years.

If you do not get a monthly statement, please contact the Bank immediately to receive a copy of same. If you still are not receiving a monthly statement, please again contact the Bank and go into the Bank branch personally to obtain a copy of the statement. The Bank will not know if you have not received a monthly statement unless you report it to the Bank. You are in the best position to know whether or not you have received a monthly statement and if for some reason you do not receive one, please immediately report this information to the Bank.

These are suggestions of some measures you may take to help prevent fraud on your account. The suggestions are by no means a complete list of preventive measures you may take; other or additional actions may be appropriate for your particular circumstances.

The logo for Susser Bank, featuring the words "Susser" and "Bank" stacked vertically in a serif font, enclosed within a light gray square.

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