

**BRENHAM NATIONAL BANK  
"TOTAL ACCESS"  
INTERNET BANKING AGREEMENT**

Customer designated in the Total Access enrollment form ("you", "your", "yours", or "Customer") has applied for the use of and Brenham National Bank ("we", "us", "our" or "Bank") agrees to provide the Bank's Total Access Internet Banking Service to Customer.

This Internet Banking Agreement ("Agreement") for accessing your accounts through Brenham National Bank's "Total Access" Internet Banking Service explains the terms and conditions governing the banking services offered through the Service. By providing the necessary information through the Total Access Service and selecting the "I Agree" button at the end of this Agreement or using the Total Access Service, you agree to the terms and conditions of this Agreement, which are in addition to those that apply to any accounts you have with Bank.

Bank, in its sole discretion, may not permit Customer to use the Service until Bank has determined that Customer has accepted or executed the applicable documentation and otherwise provided appropriate information and specifications for the use of the Service, and until Bank has had a reasonable opportunity to activate the Service. In any event, Customer agrees that the use by Customer of any Service shall, without any further action or execution or acceptance of any documentation on the part of Customer, constitute Customer's acceptance of and agreement to Bank's terms and conditions for the use of such Service as may be in effect as of the time of such usage, whether set forth in this Agreement, any applicable Service Agreement or otherwise prescribed by Bank. In the event of a conflict between the terms of this Agreement and those of any Service Agreement, or User Guide, the terms of the Enrollment Form, Service Agreement, or User Guide, as applicable, shall govern and control with respect to the Service at issue. In order to activate this Service, you must have at least one Account with us linked to the Service.

Therefore, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Bank and Customer, intending to be legally bound, do hereby agree as follows:

**I. Definitions. The following terms and definitions apply when used in this Agreement.**

**"Account" or "Accounts"** means one or more checking, savings, money market deposit or loan account that you have with us for Commercial or Personal use, as applicable.

**"Account Access"** means your ability to access account and transaction information on Accounts and transfer funds between Accounts through the Internet.

**"Account Agreement"** means the agreement between you and us that governs the use of your Account including the Deposit Account Agreement (as defined below in Article X Section G), any funds availability agreement, electronic funds transfer agreement or disclosure, line of credit agreement, and our schedule of fees and charges.

**"Bill Payment" or "Payment"** means the remittance of funds, initiated through Total Access Service, from a Primary Service Account to a Payee.

**"Bill Payment Account" or "Payment Account"** means the Account(s) you have authorized us to debit for payment made to Payee(s) through the Total Access Service.

**"Bill Payment Service" or "BNB Billpay Plus"** means our service that allows you to pay or transfer funds to designated Payees based upon your instructions to us via personal computer entered in the bill payment function available on the Total Access Service.

**"Business Day(s)"** means Monday through Friday during hours when Bank is open to the public or as otherwise determined by Bank, excluding Federal Holidays are not included. Some online transaction deadlines may vary from this definition. For specific hours for each Business Day, please contact the Bank.

**"Electronic"** means electrical, digital, magnetic, wireless, optical or electromagnetic technology, or any other technology that entails similar capabilities.

**"Funds transfer" or "Transfer"** means a transfer of funds, initiated through Total Access, from one eligible account to another.

**"Login ID"** means a random identification number assigned to Customer by Bank which the customer may change at their discretion.

**"Password"** means confidential identification number or other code assigned to you by the Bank or selected by you for identification purposes in connection with the use of the Total Access Service.

**"Payee"** means any individual, financial institution, educational institution, company, merchant or other entity to which you direct a Payment through Total Access.

**"PC"** means personal computer (including any personal data assistant or other wireless access device) that meets the

requirements for use of Total Access Services.

**“Secure Message”** means the messaging service available through the Total Access Service that you can utilize to communicate with the Bank in a secure environment. This is the only secure method for electronic communication with the Bank.

**“Total Access Service” or “Internet Banking”**, means the service(s) described in this Agreement.

**“Transfer Day”** means Monday - Friday, until 5:00 p.m., Central Time (Standard or Daylight). Holidays are not included. Transfers after 5:00 p.m. will be processed on the next business day.

**“User Guide” or “Operating Instructions”** means the document(s) provided by Bank to Customer in conjunction with a specific Service selected by Customer that further defines the Service or any requirements related to the Service.

Other definitions may be set forth elsewhere in this Agreement.

## II. Setup and Use of Total Access Services.

A. **Eligibility.** To have access to the Total Access Service (the “Service”) you must be an authorized user of the Software you select, if required for use with the Equipment. You must have at least one eligible deposit or loan account with us. If you have more than one account or other relationship with us, we may, in our sole discretion, permit you to “link” the relationships together unless you request certain accounts not be linked. Accounts which are “linked” under the Services will have one common owner and signer. Any signer, acting alone, must be authorized to access a linked account. Bank may, in its sole discretion and without notice, choose to un-link accounts. Any non-linked account will not be accessible through the Service. You must designate a User ID (also sometimes referred to as an “Access ID”) and Password which will be required to gain access to the Service. Prior to your first use of the Total Access Service, the Bank will assign you a User ID and Password (the User ID and Password collectively are referred to as the “Access Codes”), required to gain access to the Total Access Service. The Service will ask you to change your Password the first time that you use the system.

“Eligible Accounts” include the following:

- Checking (Demand Deposit) Accounts
- Savings Accounts
- Money Market Accounts
- Loan accounts eligible for use with Total Access Services
- Certificates of Deposit

B. **Security Procedure.** The use of the Access Code, in addition to other authentication methods described below, is a security procedure established by Bank to authenticate the identity of the person attempting to gain access to the Service. 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 will be able to access these Services and perform all transactions, including reviewing Account information and making Transfers to other Accounts and to other persons. You are responsible for safeguarding the Access Codes, which are the “access devices” to your accounts and Internet Banking. Providing these access devices to another person effectively constitutes a grant of authority to access your accounts under Consumer Financial Protection Bureau Regulation E (“REG E”).

1. You agree to comply with the “Security Procedures,” including any other Security Procedures that Bank directs you to use, either by written notice, by posting of Bank’s website or other electronic means, or any other way the Bank deems appropriate, and you acknowledge and agree that such Security Procedures, including (without limitation) any code, password, personal identification number, user identification technology, token, certificate, layered security, or other element, means, or method of authentication or identification used in connection with a Security Procedure (“Security Device(s)”), constitute commercially reasonable security procedures under applicable law for the initiation of transfers and access to confidential information. You authorize Bank to follow any and all instructions entered and transactions initiated using applicable Security Procedures unless and until you have notified us, according to notification procedures prescribed by us, that the Security Procedures or any Security Device has been stolen, compromised, or otherwise become known to persons other than you or your representative(s) and until we have had a reasonable opportunity to act upon such notice. You agree that the initiation of transactions or instructions using applicable Security Procedures constitutes sufficient authorization for Bank to execute such transaction or instruction notwithstanding any particular designation by you or authorized persons or signature requirements identified on any signature card or other documents relating to your deposit account maintained with Bank, and you agree and intend that the submission of transactions and instructions using the Security Procedures shall be considered the same as your written signature in authorizing us to execute such transaction. You acknowledge and agree that you shall be bound by any and all transactions initiated through the use of such Security Procedures, whether authorized or unauthorized, and by any and all transactions and activity otherwise initiated by you, to the fullest extent allowed by law. You further acknowledge and agree that the Security Procedures are not designed to detect error in the transmission or content of communications or transaction initiated hereunder and that you bear the sole responsibility for detecting and preventing such error.

2. You agree to keep all Security Procedures and Security Devices protected, secure, and strictly confidential and to

provide or make available the same only to your authorized representative(s). You also agree that Users shall not share Security Devices with others or with and between your authorized representative(s). You agree not to disclose or provide any Security Procedures or Security Devices to any unauthorized person. Where you have the ability to change or modify a Security Device from time to time (e.g., a Password or User ID), you agree to change Security Devices frequently in order to ensure the security of the Security Device. You agree to notify us immediately by calling Customer Care (see Article X Section E), according to notification procedures prescribed by us, if you believe that any Security Procedures or Security Device have been stolen, compromised, or otherwise become known to persons other than you or your authorized representative(s) or if you believe that any transaction or activity is unauthorized or in error. In the event of any actual or threatened breach of security, we may issue you a new Security Device or establish new Security Procedures as soon as reasonably practicable, but we shall not be liable to you or any third party for any delay in taking such actions. If you are a business, you agree to indemnify, defend all claims, and hold Bank harmless from any loss, damages, or expenses, including but not limited to attorney's fees, caused by you, your employees', or agents' failure to keep the Security Procedures or Security Device confidential and secure. If you fail to comply with this paragraph, including the protection, safekeeping and confidentiality of any Security Procedures and/or Security Devices, you agree to indemnify and hold the Bank, its officers, directors, shareholders, agents, employees, and affiliates, and their respective officers, directors, agents and employees, harmless from and against any and all losses, costs, suits, damages, claims, liabilities and expenses (including reasonable attorneys' fees) arising from or related in any way to Customer's responsibilities hereunder.

3. You agree to notify us immediately by calling Customer Care (see Article X Section E) if the authority of any authorized representative(s) shall change or be revoked. You shall recover and return to us any Security Devices in the possession of any of your authorized representative(s) whose authority to have the Security Device has been revoked.

4. We reserve the right to modify, amend, supplement, or cancel any or all Security Procedures, and/or to cancel or replace any Security Device, at any time and from time to time in our discretion. We will endeavor to give you reasonable notice of any change in Security Procedures; provided that we may make any change in Security Procedures without advance notice to you if we, in our judgment and discretion, believe such change to be necessary or desirable to protect the security of our systems and assets. Your implementation and use of any changed Security Procedures after any change in Security Procedures shall constitute your agreement to the change and your agreement that the applicable Security Procedures, as changed, are commercially reasonable and adequate for the purposes intended.

C. Access. Services are generally accessible 24 hours a day, seven days a week, except that the Services may be inaccessible for a reasonable period on a daily basis for system maintenance. We are not liable under this Agreement for failure to provide access due to a system failure or due to other unforeseen acts. We may modify, suspend, or terminate access to the Services at any time and for any reason without notice or refund of fees you have paid. The Bank's Operating Instructions on the use of the Service, a schedule of applicable fees ("General Information and Fee Schedule"), and the Bank's Internet privacy policy ("Privacy Policy") are hereby incorporated by reference and made a part hereof, as they exist and as they may be amended from time to time, form part of this Agreement. You may obtain these documents by calling Customer Care (see Article X Section E). The Bank may change the terms and conditions of this Agreement, the Operating Instructions, the General Information and Fee Schedule, the Privacy Policy or the Account Agreement from time to time to conform with changes or advancements in our services, or as required by law or regulation. All such changes will be made according to the procedures outlined in Article IX. Use of Internet Banking after the effective date of such changes will constitute your consent to the changes.

D. Equipment Requirements. In order to use the Services, you must first obtain your own personal computer with Internet connection capability and related equipment (the "Hardware"). You also must provide the type of Internet access required by the Hardware and or Software. Once the Hardware has been properly connected and any required Internet access has been established, you will be able to access the Services' website. You are and will remain solely responsible for the purchase, hookup, installation, loading, operation and maintenance of the Hardware, Software, and the Internet access service to your PC, and for all related costs. You are solely responsible for virus protection and maintenance of your PC. Bank shall have no responsibility for failures, interruption or other defects in the Services, which are occasioned by incompatible, improperly installed or improperly maintained hardware and software. The Bank may add to, modify, or replace software programs used in conjunction with providing the Services under this Agreement or any Service Agreement at its sole discretion and without notice, provided Services rendered to the Customer are not substantially negatively affected or obligations altered.

### III. Online Access Services.

#### A. Products and Services Offered.

You may use the Services to:

1. Make transfers between Accounts you may have with us.
2. Make Payments to a Payee from your Account(s) (Bill Payment Service).
3. Obtain Account balances.
4. Make mobile deposits through the Snap Deposit Service.
5. Issue stop payment orders.
6. Review recent transactions on your accounts over the previous ninety (90) days.

7. Transfer money to make loan payments at Brenham National Bank.
8. Communicate directly with Bank via Secure Messaging.
9. Download account information in various formats.

These activities are limited to the extent noted herein and in the agreements governing your various accounts with us. Your ability to transfer funds from savings and money market deposit accounts using these Services are subject to the limitations described herein and/or in the applicable account agreements. You should refer to these agreements for restrictions and service charges.

Additional services may be included in an update to this Agreement or in other separate agreements to notify you of the existence of any new services available through Total Access. Information about new services may be obtained from our website at [www.bnbank.com](http://www.bnbank.com). Not all of the products or services described on the Bank's website are available in all geographic areas. Therefore, you may not be eligible for all the products or services described. We reserve the right to determine your eligibility for any product or service. By using these services when they become available, you agree to be bound by the terms and conditions contained in this Agreement or separate agreements covering these services.

In most cases you may use Total Access to gain access to deposit accounts in which you have an unrestricted right to withdraw funds. However, the Bank, as it may determine at any time and from time to time in its sole discretion, may deny Internet Banking account access, restrict Internet Banking account transactions, or place limits on the specific dollar amount of funds that may be withdrawn or transferred from any account.

You acknowledge and agree that the Service is provided by an independent third party service provider ("Vendor") as selected by Bank, and that both the Vendor and the Service are subject to change from time to time without notice to you. You further acknowledge, agree, and stipulate that the Vendor is an independent contractor providing software and data transmission services and is not the agent of you or Bank. Neither the Bank nor the Vendor is responsible for the actions or omissions of the other.

THE FOLLOWING PROVISIONS OF THIS SECTION APPLY ONLY TO SERVICE AND ACCOUNTS ESTABLISHED PRIMARILY FOR PERSONAL, FAMILY, OR HOUSEHOLD PURPOSES.

**B. Unauthorized Transactions.** To the extent a transaction is an "electronic fund transfer" under Consumer Financial Protection Bureau Regulation E, tell us AT ONCE if you believe your Password has been lost or stolen, or if you believe that a Total Access transaction has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within two (2) Business Days after you learn of the loss, theft, or unauthorized transaction, you can lose no more than \$50.00 if someone used your Password or made a transaction without your authorization.

If you do NOT tell us within two (2) Business Days after you learn of the loss, theft, or unauthorized transaction, and we can prove we could have stopped someone from using your Password or the Service without your authorization if you had told us, you could lose as much as \$500.00. Also, if your statement shows a transaction that you did not make or authorize, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed, electronically transmitted, or otherwise made available to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the time periods as may be reasonable under the circumstances.

**C. Bank's Failure to Complete Transactions.** To the extent that a Service transaction is an "electronic fund transfer" under Consumer Financial Protection Bureau Regulation E that relates to an Account established primarily for personal, family, or household purposes, if we do not properly complete a transfer to or from your Account on time or in the correct amount according to the terms of this Agreement, we will be liable for your losses or damages. However, we will not be liable (and any payment guarantee provided elsewhere in this Agreement will not be applicable) if any of the following occurs:

- Through no fault of ours, you do not have sufficient collected funds in the Account to complete the transaction;
- The transaction would exceed the credit limit on any overdraft line of credit linked to the Account;
- Your PC, Internet service provider, telephone line, modem, or other equipment is not operating properly;
- The Service is not working properly and you were aware of the malfunction when you initiated the transaction;
- You do not properly follow the instructional materials provided in connection with Internet Banking;
- You do not authorize a Payment within a sufficient period of time for your Payment to be received by the payee by the due date;
- You have not provided us with the correct Payee name, address, account information, Payment amount, or other instructions necessary to complete the Payment, or the foregoing instructions stored on your PC's hard drive or the host system have been lost;
- A Payee mishandles or delays the handling of Payments sent by us;
- Your funds are held or frozen, or a court order or other legal process prevents us from making a transaction;
- Your Password has been reported lost or stolen;

- We have reason to believe that a transaction has not been properly authorized or authenticated, or is fraudulent, erroneous, or illegal;
- You have exceeded the limitations on frequency of transactions or dollar amount of transactions applicable to the Service or the Account;
- Your telephone service has been disconnected or there are deficiencies in the quality of your telephone line;
- Circumstances beyond our control (such as telecommunication or electrical outages and malfunctions, postal strikes or delays, computer system failures, or natural disasters) prevent the transaction;
- Making a transfer would cause us to violate any law, rule, or regulation to which we are subject; or
- Any failure on our part was not intentional and resulted from a bona fide error notwithstanding procedures to avoid such error, except for actual damages (which do not include indirect, incidental, special, or consequential damages).

There may be other exceptions to liability stated in this Agreement, or in other agreements we have with you, or otherwise provided by applicable law.

D. Error Resolution. In Case of Errors or Questions About Your Electronic Transfers, telephone us, write us at or E-mail us at the number or location provided in Article X, Section E as soon as you can if you think that your statement is wrong or you need more information about a transaction listed on your statement or appearing on the account activity screen of your PC, we must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared or you received notification of the problem or error on your PC. You must:

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

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) Business Days. We will determine whether an error occurred within ten (10) Business Days (twenty (20) Business Days for transactions that have occurred within 30 days after the first deposit to the account after we hear from you and will correct any error promptly. If we require more time, however, we may take up to forty-five (45) days, (ninety (90) days) for point-of-sale transactions, transactions initiated outside the United States, or transactions that have occurred within 30 days after the first deposit to the account to investigate your complaint or question. If this additional time is necessary, and your written notification has been received by us, we will credit your account within ten (10) Business Days (twenty (20) Business Days for transactions that have occurred within 30 days after the first deposit to the account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) Business Days (twenty (20) Business Days for transactions that have occurred within 30 days after the first deposit to the account), we will not credit your account and we will still have up to forty-five (45) days (ninety (90) days for point-of-sale transactions, transactions initiated outside the United States, or transactions that have occurred within 30 days after the first deposit to the account) for our investigation.

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

#### IV. Additional Information about the Services.

A. Account Access. Transfers and Payments from your Account will be deducted on the date you instruct us to process Transfers. Payments will typically be deducted from your Account on the Business Day following the Business Day on which you instruct us to process the Payment. If the date you schedule a Transfer or Payment falls on a weekend or holiday, we will process your transaction the next Transfer Day. We may refuse to act on your Transfer instructions or Payment request if sufficient funds, including funds available under any overdraft protection plan, are not available in your Account on the date you want us to make the Transfer or Payment.

B. Processing Fund Transfers. We can process a Transfer until 5:00 p.m. Central Time (Standard or Daylight) on a Transfer Day. If you request a Transfer after the cutoff time, the Transfer will be processed the following Transfer Day. If you schedule a Transfer for a future date, we will process the transaction on that date, if that day is a Transfer Day.

You are fully obligated to us to provide sufficient funds for any payments or transfers you make or authorize to be made. If we complete a payment or transfer that you make or authorize and we subsequently learn that you have insufficient funds for the transaction, you agree that we may reverse the transaction or offset the shortage with funds from any other deposit account(s) you have with us to the extent permissible by the applicable law and the terms of any other relevant agreements.

If there are insufficient funds in your Account to make a Transfer or Payment, we may refuse to make the Transfer or Payment or we may make the Transfer or Payment and overdraw your Account. In either event, you are responsible for any non-sufficient funds ("NSF") charges that may apply.

C. Canceling Transfers or Payments. You may cancel a pending Transfer or Payment transaction. However, to do so, we

must receive your instruction to cancel prior to the cutoff time on the Transfer Day the transaction is scheduled to be processed. If we do not receive your instruction to cancel a transaction before that time, we may process the transaction. Additional information about issuing a stop payment on a Payment is described in Article IV Section F below.

D. Transfer(s) from Savings/Money Market Deposit Accounts. Federal regulations require us to limit, either by contract or in practice, the number of certain types of transfers from savings and money market deposit accounts. You are limited to six (6) preauthorized electronic fund transfers per statement cycle. Each fund transfer through these Services from your savings or money market deposit account is counted as one of the six (6) transfers permitted each statement cycle. However, payments to your loan accounts with us are not counted toward this transfer limit for savings/money market deposit accounts.

E. E-Mails. The Bank will not immediately receive e-mail that you send. Therefore, you should not rely on e-mail if you need to communicate to the Bank immediately. For example, if you need to stop payment on a check, to report a lost or stolen card, or to report an unauthorized transaction from one of your accounts, you should contact the Bank immediately by calling Customer Care (see Article X, Section E). The Bank will not take actions based on your e-mail requests until the Bank actually receives your message and has a reasonable opportunity to act.

F. Stop Payment Orders Other than for Bill Payment Service. Stop payments may be entered for a particular check or a range of checks, or for checks of a certain amount or range of amounts. A view function displays pending stop payments. Stop payments entered through the Internet Banking system have the same immediate effect as if they had been submitted in writing to the Bank.

You may only submit Stop Payment Requests for checks that have not yet posted to the Account. Thus, prior to submitting Stop Payment Requests, you must first verify that the checks have not posted to the Account. Once a stop payment request has been entered through the Total Access Service, it can only be canceled or withdrawn by a written request to the Bank, and such cancellation or withdrawal will become effective only if the check for which the stop payment was requested has not yet been presented to the Bank for settlement. Stop payment procedures for the Bill Payment Service are contained in the Section H below.

You understand and agree that Stop Payment Requests will not take effect unless you provide all the information requested by the Stop Payment screens and provide such information exactly as it appears on the check, including, but not limited to, the account number, check number, amount, payee and date. You acknowledge that the computer programs used to provide the Stop Payment Services require exact information regarding the check and even minor errors in providing the exact information requested may prevent payment from being stopped. For example, if you give us the wrong amount of the check and the information is only wrong by one cent (.01) or if the check number you provide is only wrong by one digit, we will not be able to stop payment on the check. You agree that Bank is not liable to you for payment of any check over a Stop Payment Request if you do not provide the exact information regarding the check.

Stop Payment Requests that we receive prior to 5:00 p.m. Central Time on a particular Business Day, will generally be effective on that Business Day. Conversely, Stop Payment Requests that we receive after that cut-off time will typically take effect on the next Business Day. The Business Day on which the Stop Payment Request takes effect is referred to as the "Stop Payment Effective Date." We shall not be liable to you for items otherwise properly payable that we pay prior to the Stop Payment Effective Date of your Stop Payment Request or any loss arising out of such payment.

The Stop Payment Request will be effective for six (6) months, from and including the Stop Payment Effective Date. You may renew or otherwise continue the effectiveness of a Stop Payment Request by making a new Stop Payment Request via Total Access at least one Business Day prior to the expiration of the existing Stop Payment Request. You acknowledge that we are not obligated to stop payment on a check after the expiration of a Stop Payment Request. However, you agree that we may stop payment according to an expired Stop Payment Request without incurring any liability to you. You further understand and agree that you, and not us, have the obligation to monitor your Stop Payment Requests and that we will not provide you with any notice of the expiration dates of any Stop Payment Request and/or the need to renew any such requests.

You understand and agree that we will accept a Stop Payment Request and use reasonable procedures to locate and stop payment on the check. However, in consideration of our acceptance of the Stop Payment Request, you expressly agree to hold us harmless from any direct or indirect damages if we pay the check (i) on the day we receive the Stop Payment Request, or (ii) by reason of oversight or inadvertence. Furthermore, you hereby agree that we will not be liable to you for any direct or indirect damages if other checks drawn by you are returned NSF because we pay the check under the circumstances noted in (i) or (ii) herein. You further agree to indemnify us against all expenses and costs that might incur by reason of stopping payment on a check pursuant to a Stop Payment Request, whether it expired or not.

You hereby authorize us to automatically charge the Account against which the check was drawn for applicable Stop Payment fees for each Stop Payment Request and renewal thereof.

G. Overdrafts: Order of Payments, Transfers, and Other Withdrawals. If funds are withdrawn from any of your accounts by means of electronic funds transfers, other than through Internet Banking on the same Business Day as an Internet Banking transaction, and if the account contains insufficient funds to enable both the electronic funds transfer and the Internet Banking transfer to be made, then the electronic funds transfer will have priority and the Internet Banking transfer will be refused or will

result in an overdraft on your account. This is at the Bank's sole discretion.

H. BNB Billpay Plus Service. If you have selected the Bill Payment Service (the "Service" or "BNB Billpay Plus"), the following terms and conditions are applicable. You can arrange, at your option, for the payment of your current, future and recurring bills from your designated Bill Pay Account(s). For Bill Payment Service, your "Payee" list may include any entity or individual within the United States. When creating a new Payee, please include the full name of the Payee, a complete mailing address and telephone number for each Payee, along with your account number with the Payee. The Bill Payment Service will determine the method for how a Payee will be paid (i.e., electronically or by check). The Bank reserves the right to decline to make Payments to certain persons and entities. You agree that any Payment for taxes, Payments that are court-ordered, government payments and Payments outside of the United States are prohibited and you agree that you will not attempt to use the Service to make these types of Payments. On recurring Payments, it is the responsibility of the account owner or designated Users to update Payee account information such as address changes, account numbers, etc.

You may schedule Payments to be initiated on the current Business Day, on a future date, or on the same date of each month. If you are scheduling a Payment for the current day it must be initiated prior to 2:00 P.M. Central Time (Standard or Daylight). Changes to previously scheduled Payments must be made before 2:00 P.M. CST the day it is to be initiated. Although you can enter Payment information through the Service twenty-four (24) hours a day, seven (7) days a week, the Bank only initiates Payments on Business Days. Funds must be available in your Account on the scheduled Payment date for any electronic Payee payments. After funds are withdrawn from your Account to make an electronic payment, we make the Payment by transferring funds electronically to the Payee. Funds will be deducted from your Account the Business Day we process the Bill Pay request. If you direct the initiation of a Payment to occur on a day other than a Business Day, such as a holiday, you will have the option to choose whether the payment should process before or after the holiday.

The Bill Payment service may provide a calendar feature that estimates the expected date of delivery of a scheduled Payment. This feature is an estimate only and not a guarantee of Payment delivery on that date. You should schedule a Payment to a new Payee at least seven (7) Business Days before any Payment due date. Please allow three (3) Business Days for electronic Payments to be processed and seven (7) Business Days for paper checks to be delivered. The Bank is not liable for any service fees or late charges levied against you due to postal delays or processing delays by the Payee. There is no limit on the number of Payees or number of Payments that may be authorized. The maximum per Payment amount is \$50,000.00 for check Payments and the minimum per payment amount is \$1.00. Electronic Payments are subject to the availability of sufficient funds in the designated checking account. However, Brenham National Bank reserves the right to impose limits at some future date, with proper written notice.

For all subsequent Payments, you agree to allow at least seven (7) Business Days for payments paid by check and three (3) Business Days for payments made electronically between the date you schedule a Payment to be initiated and the Payment due date (that is, the due date shown on your invoice or provided in your agreement with the payee, not taking into account any applicable grace period). If you do not, you will be fully responsible for all late fees, finance charges or other actions taken by the Payee. For scheduling purposes, the first Business Day after we receive your Bill Payment request should be counted as day one.

You are responsible for any loss or penalty that you may incur due to a lack of sufficient funds or other conditions that may prevent the withdrawal of funds from your account. Bill Payments made by paper checks processed by nonaffiliated third parties may show as drawn on the third party processor or its bank rather than on you or on us. If your Bill Payment is sent by check and the check is not presented for payment within ninety (90) days, we may stop payment on the check. If we do so, we may delay crediting the check amount to your Account. You agree to reimburse us if the check is later cleared and payment occurs, notwithstanding our stop payment of the check.

Payments are posted against your ledger balance, plus the available credit on your overdraft protection, if any, or other line of credit. You are responsible for any loss or penalty that you may incur due to a lack of sufficient funds or other conditions that may prevent the withdrawal of funds from your account.

If Payment is to be made electronically and your Account does not have sufficient funds to make a Payment as of the date the transfer or Payment is attempted or scheduled to be made, Transfer or Payment will be attempted four (4) more consecutive days to see if funds are available. If sufficient funds are still not available after four (4) days, the payment will be canceled and no further attempt will be made by Bank to make the Transfer or Payment. Bank shall have no obligation or liability if it does not complete a Transfer or Payment because there are insufficient funds in your account to process a transaction. In all cases, you are responsible for either making alternate arrangements for the Payment or rescheduling the Payment through the Service. In the case of recurring Payments, only the Payment currently scheduled will be canceled. Recurring Payments schedule for future dates will not be affected.

Recurring Payments and Transfers are those made for the same amount, on the same date, on a weekly, bi-monthly, monthly basis, etc. Once started, recurring Payments and Transfers will be made automatically until you delete the Payment or Transfer or upon expiration. If the Payment is not a recurring Payment, it will be a "one-time Payment." One-time Payments do not recur and are not made until you enter the payee and amount of the current bill and submit the Payment. A recurring Bill Payment Service transaction that you want deleted must be deleted or the next Payment date changed one (1) Business

Day before the current transaction date.

A stop payment cannot be placed on an Electronic Bill Payment transaction once issued. However, a stop payment can be placed on a Bill Payment transaction by Bill Payment check any time prior to 5:00 p.m. Central Time before the check has posted to the account.

There is no fee for deleting a Payment initiated through Bill Payment; however a fee may apply for a stop on a Bill Payment check.

In the event a Payment is returned to us for any reason, you authorize us, in our sole and absolute discretion to void the Payment and re-credit your Account.

If you do not schedule or process a Payment via the Bill Payment Service for any six (6) month period, we may terminate your Bill Payment Service. If you close your Bill Payment Account, or if we terminate your Bill Payment Service, your online bill payment information will be lost and all pending payments will be cancelled. If you decide to terminate the Bill Payment Service, you agree to cancel all future bill payments at the same time that you cancel your Bill Payment Service, either by deleting those payments yourself using the Bill Payment Service or by calling Customer Care (see Article X Section E). This will ensure that future payments made by you will not be duplicated. We will automatically delete all outstanding payment orders (all one-time Payments and all Recurring Payments) once your Bill Payment Service has been terminated. Termination of the Bill Payment Service will not automatically close your Accounts and will not affect your obligations arising from past Bill Payment transactions.

I. Mobile Banking Service. If you have selected the Mobile Banking Service (the "Service"), the following terms and conditions are applicable to the Mobile Banking Service.

1. Description of the Mobile Banking Service. Unless your cellular phone is limited to texting, Mobile Banking Service refers generally to any service allowing an existing Bank customer to access and view accounts, including checking, certificates-of-deposit, money markets, loans, and lines-of-credit, selected by Customer ("Accounts") from a web-enabled mobile phone or device ("Mobile Device") whose network allows secure SSL traffic and supports WAP browsers. The services available to the text-enabled cellular phone are limited as further described in this Agreement. We do not guarantee the functionality of the Service on all wireless devices; 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 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 Bank, 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.

2. You acknowledge and agree that these services may be provided by an independent third party service provider ("Vendor") as selected by Bank, and that both the Vendor and the Service are subject to change from time to time without notice to you. You further acknowledge, agree, and stipulate that the Vendor is an independent contractor providing software and data transmission services and is not the agent of you or Bank. Neither the Bank nor the Vendor is responsible for the actions or omissions of the other.

### 3. Service Included.

- The Service is similar to Total Access Service on a personal computer. You can view your available account balance and review account history on the Account selected by you.
- The Service requires a web-enabled Mobile Device or a cellular phone that is text-enabled. The text-enabled cellular phone service ("SMS Texting") is limited to certain functions established from time to time by the Bank. Text messages are sent to you without being encrypted. With the exception of the text-enabled cellular phone, the Service is similar to internet banking on a personal computer. You can view your available account balance and review account history on the Account selected by you.
- The Service allows you to transfer money between your accounts. You must select the accounts to and from which funds will be transferred through the use of the Total Access Service, and you will receive a confirmation when the transaction is completed. Frequency and amount limitations of transfers are set forth below.
- If you have signed up for our Total Access Service, the Service allows you to pay bills to payees. A confirmation message and number will be displayed after the bill payment is complete. The payees must be set up through the Total Access Service. A new payee cannot be set up on the Bill Pay Service through your Mobile Device.

- If you have Alerts on your account, you may review the Alerts with the Service. The Alert information must be set up through the use of the Total Access Service.
- If you have signed up for Mobile Deposit Service, you can transmit the image of a check to us for deposit to your account.
- From time to time, we may develop additional mobile banking services. As such services are developed you will have the opportunity to add them to your Mobile Banking Service, provided you have compatible wireless hardware and software.

4. Eligibility/How To Register For Mobile Banking Service. To use the Service, you must have an open account at the Bank, register for the Total Access Service, 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 Total Access Service identification credentials ("Access Code") that you must use each time you access the Service.

5. Security Procedure. In addition to other Security Procedures provided for in this Agreement, the use of the Access Code and your Mobile Device is a security procedure established by Bank to authenticate the identity of the person attempting to gain access to the Service. 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 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 E-Banking Service to add new payees to the Bill Pay Service. You are responsible for safeguarding the Access Codes and your Mobile Device. Providing these Access Codes to another person effectively constitutes a grant of authority to access your accounts under Consumer Financial Protection Bureau Regulation E ("REG E").

6. Availability of Service. We will use reasonable efforts to make the Service available for your use on a continuous basis. The Service may be unavailable for short periods of time for regular or emergency system maintenance. We will endeavor to have our scheduled maintenance occur during non-peak hours. In addition, accessibility to the Service may be interrupted because of conditions beyond our control, including outages in Internet, cellular or other communications availability. We will use diligent efforts to re-establish the Services as promptly as possible. We do not promise the Service will always be available for your use. We may elect to discontinue this Service at any time. If we choose to discontinue the Service, we will provide you with reasonable notice in advance of that fact. We reserve the right at all times to take actions to protect our systems and information, including denial of access to users of the Service.

7. Physical and Electronic Security. Because the Mobile Banking Service is similar to the Total Access Service on a personal computer, 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 a computer 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.

8. Account Access. Transfers and Payments from your Account initiated via the Mobile Banking Service will be deducted on the day you initiate them. If the day you initiate a Transfer or Payment falls on a weekend or holiday, we will process your transaction the next Transfer Day. We may refuse to act on your Transfer instructions or Payment request if sufficient funds, including funds available under any overdraft protection plan, are not available in your Account on the date you want us to make the Transfer or Payment.

9. Processing Internal Fund Transfers. We can process a Transfer until 5:00 p.m. Central Time on a Transfer Day. If you initiate a Transfer after the cutoff time, the Transfer will be reflected in your account and available for your use at the time the Transfer is initiated, but it will be processed the following Business Day. You are fully obligated to us to provide sufficient funds for any payments or transfers you make or authorize to be made. If we complete a payment or transfer that you make or authorize and we subsequently learn that you have insufficient funds for the transaction, you agree that we may reverse the transaction or offset the shortage with funds from any other deposit account(s) you have with us to the extent permissible by the applicable law and the terms of any other relevant agreements. If there are insufficient funds in your Account to make a Transfer or Payment, we may refuse to make the Transfer or Payment or we may make the Transfer or Payment and overdraw your Account. In either event, you are responsible for any non-sufficient funds ("NSF") charges that may apply.

10. Cancelling Transfers or Payments. You may cancel a pending Transfer or Payment transaction. However, to do so, you must use the Total Access Service and we must receive your instruction to cancel prior to the cutoff time on the Transfer Day or Business Day the transaction is scheduled to be processed. If we don't receive your instruction to cancel a

transaction before that time, we may process the transaction.

11. **Bill Payment Service and Transfers.** If you have signed up for our Bill Payment Service, you can use this Service to initiate one-time immediate bill payments, which will be processed during the next bill pay processing time. You cannot use this Mobile Banking Service to set up new payees. You must use the Total Access Service Bill Payment Service (not the Mobile Banking Service) to set up new payees. The Bank reserves the right to decline to make Payments to certain persons and entities. You agree that any Payment for taxes, Payments that are court-ordered, government payments and Payments outside of the United States are prohibited and you agree that you will not attempt to use the Service to make these types of Payments. You may not schedule Payments or create a new Payee through this Mobile Banking Service. Please refer to the Bill Payment Service Section of this Agreement for the procedures that must be followed to perform these functions. Payments are posted against your ledger balance, plus the available credit on your overdraft protection, if any, or other line of credit. Other than the functions previously described that must be performed through the Total Access Service, Bill Payment transactions are processed in the same manner through the Mobile Banking Service as they are with the Total Access Service.

12. **Confirmation Numbers.** Upon completion of a Transfer or Payment, a confirmation message will be displayed on your Mobile Device confirming that the transaction has been completed. If Alerts have been enabled, an SMS Text message will be sent to confirm the Transfer or Payment. You should record the Payee information (if applicable), the date of the Transfer or Payment, and the amount of the Transfer or Payment, in your checkbook/transaction register or other permanent record. This procedure will help in resolving any problems that may occur. No printed receipts are issued through the Service.

13. **No Fees to Access Mobile Banking Service.** There is no fee or charge assessed by us for you to register for or access the Mobile Banking Service. (We may assess fees or charges in the future; you will receive notice of such fees or charges, as required by law.) You may, however, incur charges to receive Internet service on your Mobile Device. You may also incur charges from your wireless carrier when sending and receiving text messages. You will be responsible to your wireless carrier for any such Internet or text messaging charges.

14. **Export Control and International Use.** The United States controls the export of products and information containing encryption ("Controlled Technology"). You agree to comply with such restrictions and not to export or re-export any Controlled Technology within the Service to countries or persons prohibited under the Export Administration Regulations ("EAR"). By downloading any products or information from this Service, you are agreeing that you are not in a country where such export is prohibited and that you are not a person or entity to which such export is prohibited. You are responsible for compliance with the laws of your local jurisdiction regarding the import, export, or re-export of any products or information subject to the EAR. We do not make any representation that any content or use of the Service is appropriate or available for use in locations outside of the United States. Accessing the Service from locations where its contents or use is illegal is prohibited by Bank. Those choosing to access the Service from locations outside the United States do so at their own risk and are responsible for compliance with local laws.

15. **Proprietary Rights.** Other than your materials and account information, all content received on the Mobile Banking Service is the exclusive property of Bank and/or its licensors and is protected by copyrights or other intellectual property rights.

16. **Your Mobile Device and Your Software.** 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. We are not responsible for any error, damages or other loss you may suffer due to malfunction or misapplication of any system you use, including your mobile browser (Internet Explorer Mobile®, Safari®, Opera Mini™/Opera Mobile™ or otherwise), your mobile service provider, your personal financial management or other software (such as Quicken® or Microsoft Money®), or any equipment you may use to access or communicate with the Service.

17. **Area of Service.** The Services described in this Agreement are solely offered to citizens and residents of the United States of America and may not be accessed while outside of the United States of America.

18. **Program Revisions.** We may, from time to time, revise or update, or perform maintenance upon, our program, the Services, and/or related material, resulting in interrupted service or errors in the Services or rendering prior versions obsolete. We also may need to change the scope of our Services from time to time. We will attempt to provide prior notice of such interruptions and changes but cannot guarantee that such notice will be provided. We reserve the right to terminate this Agreement as to all prior versions of our programs, the Services, and/or related material and limit access to our more recent versions and updates. Use of the Service after the effective date of any such revisions, updates, and/or changes will constitute your consent to the same.

J. **Snap Deposit Service.** If you have selected the Snap Deposit Service (the "Service," "Snap Deposit," or "Mobile Deposit"), the following terms and conditions are applicable. Your use of the Service is governed by the terms of this Agreement. By agreeing to or signing the applicable account documentation or by using or continuing to use Snap Deposit you are acknowledging your election to use the Snap Deposit Service. You acknowledge that email and/or messages displayed on your mobile device will be the primary means of communication for the Snap Deposit Service. You are responsible for maintaining a current email 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.

1. Snap Deposit Service Description. The Snap 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 Snap Deposit Service, you must be designated as an authorized signer or owner of an Account that is eligible for Snap Deposit and be approved by the Bank.

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

3. Provisional Credit and Funds Availability. Upon acceptance of the Snap Deposit, Bank shall grant your Account Provisional Credit (as herein defined) for the total amount of the Snap Deposit or the accepted Snap 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 Account Agreement. For the purpose of determining availability of funds, Bank may hold funds for the period of time permitted by Bank's funds availability disclosure. Snap 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.

4. Checks Deposited and Security Interest. 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 Bank (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 Snap Deposit Service to deposit any Checks or other items that: (a) are payable to any person or entity other than you, (b) are drawn, or otherwise issued, by you on any account of you maintained at another financial institution, (c) are prohibited by Bank's then current Procedures pertaining to the Snap Deposit Service or are in violation of any law, rule or regulation, (d) 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, (e) have not been previously endorsed by a bank 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 Bank's prior express written consent, (f) are drawn on financial institutions that are located outside of the United States or Territories of the United States, and (g) are not acceptable to Bank for deposit into a deposit account as provided in the Account 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 Bank for, and hold Bank harmless from and against, any and all losses, costs and expenses (including reasonable attorneys' fees) Bank may incur associated with any warranty, indemnity or other claim related thereto. Furthermore, if, after first having obtained Bank's express written consent to do so, you provide Bank with an electronic representation of a substitute check for deposit into an Account instead of an original Check, you agree to indemnify and reimburse Bank for, and hold Bank harmless from and against, any and all losses, costs and expenses (including reasonable attorney's fees) Bank incurs because any such substitute check resulting from such electronic representation does not meet applicable substitute check standards and/or causes duplicate payments. You grant Bank a security interest in all Accounts or other deposits (whether general or special) of yours at the Bank, and in all funds in such Accounts or other deposits, to secure your obligations to Bank under this Agreement. This security interest will survive termination of this Agreement.

5. Requirements. 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 bank 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 ONLY AT BNB." 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.

6. Receipt of Deposit. All images processed for deposit through Snap Deposit will be treated as "deposits" under your current Account Agreement with us and will be subject to all terms of the Account Agreement and any amendments to such Agreement. To be eligible for processing on the day transmitted, Snap Deposits must be received and accepted by Bank on or before 6:00 p.m. Central Time or other cut-off time established by Bank from time to time (the "Cut-Off Time") on a Business Day that the Bank is open. A Snap Deposit received after the cut-off time shall be deemed to have been received on

the Business Day following the Business Day on which the Snap Deposit is actually received by Bank. Cut-off time information is available at <http://www.bnbank.com> or by calling the Bank as set forth in this Agreement. 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 Bank has no obligation to accept a Snap Deposit and, therefore, we reserve the right to reject any Snap 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 Bank. It is your responsibility to check notifications from the Bank for any rejected submissions and contact the Bank to address the reason for such rejection. You acknowledge and agree that Bank shall have no liability to you for failing to provide notice of rejection of a Snap Deposit. You agree that you shall be solely liable for, and Bank shall not have any liability whatsoever to you for, any Snap Deposit or the Images or other information contained therein that are not received by Bank. You also agree to be liable for Snap Deposits or the Images or other information contained therein that are intercepted or altered by an unauthorized third party or dropped during transmission.

7. Original Checks. After you have received confirmation that your Snap 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 fourteen (14) 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 Bank for, and hold Bank 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 Bank upon request.

8. Contingency Plan. You agree that, in the event you are not able to capture, process, produce or transmit a Snap Deposit to Bank, 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 Bank until such time that the outage, interruption or failure is identified and resolved. You hereby acknowledge and agree that Bank 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 Snap Deposit Service. The deposit of original Checks through these other methods shall be governed by the terms and conditions of the Account Agreement and not by the terms of this Agreement.

9. Returned Deposits. If Images of Checks deposited by you are dishonored or otherwise returned unpaid by the drawee bank, 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 Bank 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 Bank, you agree not to deposit the original Check if an Image or other debit as previously described is charged back to you.

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

- Checks Deposited. You shall only deposit Checks that are authorized by this Agreement, the Procedures and the Account Agreement;
- Image Quality. Each Image transmitted by you to Bank contains an accurate representation of the front and the back of each Check and complies with the requirements of 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 this Agreement;
- No Duplicates. You will not: (i) create duplicate Images of the Checks, (ii) transmit a duplicate Image or File to Bank, 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 Bank, 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);
- No Loss. No subsequent transferees of the Item(s), including but not limited to Bank, 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;

- Information. All information provided by you to Bank is true, complete and accurate;
- 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;
- 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.
- Transactions. All Checks and transactions are, and will be, bona fide. All signatures on Checks are authentic and authorized.
- Rule Compliance. You submit Images in compliance with this Agreement, the Procedures, applicable law and the Rules.

11. Indemnification and Liability; Third Party Claims. In addition to the other indemnities set forth in this Agreement, you hereby indemnify Bank 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 Bank or (iii) failure to maintain compliance with the Rules, (b) (i) Bank's provision of the Service, or (ii) Bank's action or inaction in accordance with, or in reliance upon, any instructions or information received from any person reasonably believed by Bank 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 Bank for any damages solely and proximately caused by Bank's gross negligence or willful misconduct.

V. Limitations. Your use of these Services is subject to the following limitations:

A. Dollar Amount. There may be a limit on the dollar amount of the transactions you can make using these Services. Security reasons limit the dollar amount of transactions and these limits are subject to change from time to time. Payment can only be made with U.S. currency.

B. Frequency. In addition to the Federal banking regulations that restrict the number of transfers and withdrawals, there may be limits on the number of transactions you can make using these Services. These limits are for security reasons and are subject to change.

C. Foreign transactions. No Payments may be made to Payees outside the United States.

Additional limitations may be contained in this Agreement or the applicable Service Agreement. Your ability to initiate transactions may also be limited by the terms of other agreements you have with the Bank or by applicable law.

VI. Parties' Responsibilities.

A. Your Responsibility For Physical and Electronic Security.

1. You are solely responsible for providing for and maintaining the physical, electronic, procedural, administrative, and technical security of data and systems in your possession or under your control. We are not responsible for any computer viruses (including, without limitation, programs commonly referred to as "malware," "keystroke loggers," and/or "spyware"), problems or malfunctions resulting from any computer viruses, or any related problems that may be associated with the use of an online system. Any material downloaded or otherwise obtained is obtained at your own discretion and risk, and Bank is not responsible for any damage to your computer or operating systems or for loss of data that results from the download of any such material, whether due to any computer virus or otherwise. You are solely responsible for maintaining and applying anti-virus software, security patches, firewalls, and other security measures with respect to your operating systems, and for protecting, securing, and backing up any data and information stored in or on your operating systems. Bank is not responsible for any errors or failures resulting from defects in or malfunctions of any software installed on your operating systems.

2. You acknowledge and agree that it is your responsibility to protect yourself and to be vigilant against e-mail fraud and other internet frauds and schemes (including, without limitation, fraud commonly referred to as "phishing" or "pharming"). If you are a business, you agree to educate your representative(s), agents, and employees as to the risks of such fraud and to train such persons to avoid such risks. Customer acknowledges that, other than for the purpose of delivering eStatements, Bank will never contact Customer by e-mail in order to ask for or to verify Account numbers, Security Devices, or any sensitive or confidential information, and will never provide links to websites in e-mails that Bank transmits to Customer. In the event you receive an e-mail or other electronic communication that you believe, or has reason to believe, is fraudulent, you agree that neither you nor any of your representative(s), agents, and employees shall not respond to the e-mail, provide any information to the e-mail sender, click on any links in the e-mail, or otherwise comply with any instructions in the e-mail. To the

fullest extent allowed by law, you agree that Bank is not responsible for any losses, injuries, or harm incurred by you as a result of any electronic, e-mail, or internet fraud.

3. In the event of a breach of the Security Procedure, you agree to assist Bank in determining the manner and source of the breach. Such assistance shall include, but shall not be limited to, providing Bank or Bank's agent access to your hard drive, storage media and devices, systems and any other equipment or device that was used in breach of the Security Procedure. You further agree to provide to Bank any analysis of such equipment, device, or software or any report of such analysis performed by you, your agents, law enforcement agencies, or any other third party. Your failure to assist Bank shall be an admission by you that the breach of the Security Procedure was caused by a person who obtained access to your transmitting facilities or who obtained information facilitating the breach of the Security Procedure from you and not from a source controlled by Bank.

B. The Bank's Responsibilities. Bank agrees to use ordinary care in rendering Services under this Agreement. Customer recognizes and agrees that ordinary care does not mean error free. Customer agrees to pay all attorneys' fees, costs and expenses Bank may incur in collecting any sums Customer owes to Bank for overdrafts, service charges or otherwise or in enforcing any rights Bank may have under the terms of this Agreement or applicable law, rule or regulation applicable to Customer's account(s) or the Services rendered by Bank under this Agreement. Customer also agrees to pay all attorneys' fees, costs and expenses that Bank may incur as the result of defending any claim or action made against Bank by Customer, or on Customer's behalf where Bank is found not to be liable for such claim. In no event shall Bank be liable to Customer for attorneys' fees incurred by Customer in any action brought by Customer against Bank.

Our sole responsibility for an error in a transfer will be to correct the error. Without limiting the generality of the forgoing, we will not be responsible for the following matters, or for errors or failures of our Services as result of:

1. Access. We will not be liable under this Agreement for failure to provide access or for interruptions in access to our Services due to a system failure or due to other unforeseen acts or circumstances.

2. Your Computer Equipment & Your Software. We will not be responsible for any errors or failures from any malfunction of your computer or any computer virus or other problems related to your computer equipment used with our Services.

We are not responsible for any error, damages or other loss you may suffer due to malfunction or misapplication of any system you use, including your browser (Netscape Navigator®, Microsoft Explorer®, or otherwise), your Internet service provider, your personal financial management or other software (such as Quicken® or Microsoft Money®), or any equipment you may use (including your telecommunications facilities, computer hardware and modem) to access or communicate with the Total Access Service.

3. Any Transaction or instruction. (a) exceeds the Customer's collected and available funds on deposit with the Bank; (b) is not in accordance with any condition indicated by the Customer and agreed to by the Bank; (c) the Bank has reason to believe may not be authorized by the Customer; (d) involves funds subject to hold, dispute, or legal process preventing their withdrawal; (e) would violate any provision of any present or future risk control program of the Federal Reserve or any current or future rule or regulation of any other federal or state regulatory authority; (f) is not in accordance with any other requirement stated in this Agreement or any Bank policy, procedure or practice; or, (g) for the protection of the Bank or Customer, the Bank has reasonable cause not to honor.

## VII. Customer Privacy and Confidentiality.

A. Privacy Policy. The importance of maintaining the confidentiality and privacy of the information provided by you is one of our highest priorities. We may disclose information about your Accounts or the Transfers you make: (a) where it is necessary for completing the transfers or processing or maintaining your Accounts; (b) in order to verify the existence or condition of your Accounts for a third party such as a credit bureau or merchant; (c) in order to comply with legal process, government agency or court orders; (d) to companies that perform marketing services on our behalf or to other financial institutions with whom we have joint marketing agreements; or (e) otherwise as permitted by law. An explanation of our privacy policy will be provided to you separately in the manner required by applicable law. Please review it carefully. Our privacy policy may change from time to time and is always available on our website and at our banking locations.

B. Confidential Information. All information of a business nature relating to the assets, liabilities or other business affairs disclosed to the Bank by the Customer and the Customer's customers in connection with this Agreement is confidential. Bank shall not, without the express written consent of the Customer, disclose or permit access to any such information by any person, firm or corporation and Bank shall cause its officers, employees, and agents to take such action as shall be necessary or advisable, to preserve and protect the confidentiality of disclosing such information to persons required to have access thereto for the performance of this Agreement, or to any other party to which the Bank may be required by law to report such information. Customer agrees to hold confidential and to use only in connection with the Service provided under this Agreement all information furnished to Customer by Bank or by third parties from whom Bank has secured the right to use the Service, including, but not limited to, Bank's product and service pricing structure, system design, programming techniques or other unique techniques. In addition, should Customer at any time receive or acquire any information relating to another

Customer of the Bank, Customer shall promptly return such information to Bank and not reveal such information to any other party and shall not make use of such information for its own benefit. Bank and Customer's obligations and agreements under this paragraph shall not apply to any information supplied that: was known to either party prior to the disclosure by the other, or is or becomes generally available to the public other than by breach of this Agreement, or otherwise becomes lawfully available on a non-confidential basis from a third party who is not under an obligation of confidence to either party.

Notwithstanding anything to the contrary contained herein, it is authorized and agreed by the parties hereto that the performance of said Service is or might be subject to regulation and examination by authorized representatives of the Comptroller of the Currency, the Board of Governors of the Federal Reserve System, the Board of Directors of the Federal Deposit Insurance Corporation, and/or a State regulatory agency and the Customer agrees to the release of the Customer's reports, information, assurances, or other data as may be required by them under applicable laws and regulations. Customer agrees that any specifications or programs developed by the Bank in connection with this Agreement or supplied or made available to Customer by Bank are the exclusive property of Bank, its agents, suppliers, or contractors, and further agrees that such material shall not be copied or used in any manner or for any purpose without the express written consent of Bank. This clause shall survive the termination of the Agreement. You can obtain our privacy policy by contacting the Bank.

VIII. Termination. Either you or the Bank may terminate this Agreement and your Internet Banking subscription at any time upon giving at least thirty (30) calendar days' prior written notice of the termination to the other party. If you terminate Internet Banking, you authorize the Bank to continue making transfers you have previously authorized and continue to charge monthly fees until such time as the Bank has had a reasonable opportunity to act upon your termination notice. Once the Bank has acted upon your termination notice, the Bank will make no further transfers from your accounts, including any transfers you have previously authorized. If the Bank terminates your use of Internet Banking, the Bank reserves the right to make no further transfers from your accounts, including any transactions you have previously authorized.

Notwithstanding the foregoing, Bank may immediately terminate this Agreement without notice if, in Bank's sole discretion, Bank determines that Customer has abused the Internet Banking Service or Bank believes that it will suffer a loss or other damage if the Agreement is not terminated.

Bank's election to terminate this Agreement is in addition to any and all other remedies that may be available to Bank and will not affect any obligations Customer may have to Bank. Any reinstatement of the Service under this Agreement will be at Bank's sole discretion and must be agreed upon in writing by an authorized representative of Bank.

Upon termination of this Agreement, any property or rights of a party in the possession of the other party, tangible or intangible, shall be returned to owner thereof within thirty (30) days after the later to occur of (i) termination of the Agreement or (ii) the last date that such party receives any such property or rights.

Upon termination of this Agreement, (i) Customer will promptly pay to Bank all sums due or to become due under this Agreement, (ii) Customer shall have no further right to make use of the Service or any system or software which may have been provided in connection with the Service.

IX. Changes in Terms and other Amendments. Where the Electronic Funds Transfer Act ("EFTA") and REG E apply, the Bank may amend this Agreement at any time by sending notice to you by mail or, to the extent permitted by law, by e-mail or electronic communication through Internet Banking, at least 21 days before the effective date of the amendment. Where the EFTA and REG E apply, notice is always required if the change would result in:

- Increased fees for the customer;
- Increased liability for the customer;
- Fewer types of available electronic fund transfers; or
- Stricter limitations on the frequency of dollar amount of transfers.

If the EFTA and REG E apply, we are not required to give notice if an immediate change in terms or conditions is necessary to maintain or restore the security of an account or an electronic fund transfer system. However, if such a change is permanent, and disclosure would not jeopardize security, we will notify you in writing on or with the next regularly scheduled periodic statement or within 30 days of making the change permanent. Such notices will also be published on the Bank's web site.

If the EFTA and REG E do not apply to a particular transaction, and other state or federal laws do not specify any notice or other requirements for an amendment, we will decide what kind of notice (if any) we will give you and the method of providing any such notice.

Your continued use of the Total Access Service is your agreement to any amendments of the Agreement, including the Operating Instructions as may be amended from time to time.

X. Other Provisions.

A. Electronic Notices.

**THIS SECTION CONTAINS IMPORTANT INFORMATION ABOUT ELECTRONIC NOTICES. PLEASE READ CAREFULLY.**

By signing and returning the signature section of this Agreement, or by using this Service, you are giving your consent for us to deliver to you any required disclosures and other notices concerning these Services or your Accounts by Secure Message, e-mail or other appropriate electronic means. You may withdraw your consent to receipt of electronic notices and required disclosures or change your e-mail address or electronic contact information by sending a Secure Message or writing to us at the address set forth in Article X, Section E. If you withdraw your consent, we reserve the right to terminate your participation in these Services. Before we send to you electronically any disclosures or notices that would otherwise be required by applicable law or regulation to be made available to you in writing, we will send you an e-mail message and ask you to confirm that you can access the electronic information in the form in which it will be provided. After providing this confirmation, you may still request a paper copy of a disclosure or notice provided to you electronically by writing to us at the address above and identifying the disclosure or notice you are requesting. A fee may be charged for a paper copy of the electronic information.

You may use e-mail to contact us about inquiries, maintenance and/or some problem resolution issues. E-mail may not be a secure method of communication. Thus we recommend you do not send confidential personal or financial information by e-mail. There may be times when you need to speak with someone immediately (especially to report a lost or stolen Password, or to stop a payment). In these cases, **do not use e-mail**. Instead, customers should call us at the number provided in Article X, Section E.

B. Hours of Operation. Our representatives are available to assist you from the hours of 8:00 a.m. to 5:00 p.m. Central Time (Standard or Daylight), Monday through Friday, except holidays, by calling the number provided in Article X, Section E.

C. Ownership of Website. The content, information and offers on our website are copyrighted by us and/or Vendor and the unauthorized use, reproduction, linking or distribution of any portions is strictly prohibited. You agree not to copy, display, distribute, download, license, sub-license, modify, publish, repost, reproduce, reuse, sell, transmit, create a derivative work from or otherwise use for public or commercial purposes, the information and materials on the Sites, except as provided in this Agreement, without our express written permission. Unless otherwise noted, all other trademarks, service marks, and logos used on the Bank's Online Business Services sites are the trademarks, service marks or logos of Bank, or others as indicated.

D. Geographic Restrictions. The Services described in this Agreement and any application for credit, and deposit services available at our web site are solely offered to citizens and residents of the United States of America residing within the United States of America. Citizens and residents may not be able to access these Services outside the United States of America.

E. Contact Information. In case of questions about your electronic transactions contact customer service at:

Brenham National Bank  
Attn: Customer Care  
P.O. Box 2568  
Brenham, Texas 77834  
Phone: (979) 836-4571 or (888) 292-4571  
E-mail: [customercare@bnbank.com](mailto:customercare@bnbank.com)

F. Authority and Joint Accounts. Customer hereby represents and warrants that he/she has full right, authority and power to execute, deliver and perform this Agreement. If this account is a joint account, you are jointly and severally liable under this Agreement. Each of you acting alone may perform transactions, obtain information, stop or change payments or transfers, terminate this Agreement or otherwise transact business, take actions or perform under this Agreement. We are not required to obtain the consent of, or notify any other of you. However, each of you will only be permitted to access accounts for which you are an owner or authorized user.

Each of you individually releases us from any liability and agrees not to make a claim or bring any action against us for honoring or allowing any actions or transactions where the person performing the action or transaction is one of you or is otherwise authorized to use your Internet Banking account. Each of you agrees to indemnify us and hold us harmless from any and all liability (including, but not limited to, reasonable attorney's fees) arising from any such claims or actions.

G. Deposit Account Agreement. Customer acknowledges and agrees that Customer's demand deposit account maintained with Bank is an integral part of the Services offered by Bank and that all transactions and Services initiated or processed pursuant to this Agreement are subject to the terms and conditions of the rules, regulations and agreement ("Deposit Account Agreement") governing accounts in effect from time to time between Customer and Bank. The Deposit Account Agreement is expressly incorporated herein by reference. The terms and conditions of this Agreement shall control over any inconsistent terms and conditions of the Deposit Account Agreement. Customer acknowledges that it has signed and executed all agreements, resolutions, signature cards and forms governing Customer's demand deposit account required by Bank. If Customer has not signed the foregoing forms required by Bank, by signing this Agreement, Customer acknowledges that it has read the contents of and agrees to be bound by the terms of those forms, agreements and documents, and adopts and ratifies, as an authorized signatory(s), the signature(s) of any person(s) who has signed a signature card or any check on Customer's account. Customer also agrees to establish all accounts that must be opened in conjunction with the Service provided by Bank.

H. Effective Dates. The effective date of this Agreement shall be the date upon which the Agreement is executed by Customer

and accepted by Bank.

I. Internet Disclaimer. For any Service(s) described in the Agreement utilizing the Internet, Bank does not and cannot control the flow of data to or from Bank's network and other portions of the Internet. Such flow depends in large part on the performance of Internet Services provided or controlled by third parties. Actions or inactions of such third parties can impair or disrupt Customer's connections to the Internet (or portions thereof). Bank cannot guarantee that such events will not occur. Accordingly, Bank disclaims any and all liability resulting from or related to such events and in no event shall Bank be liable for any damages (whether in contract or in tort) that are attributable to the public Internet infrastructure, Customer's ability to connect to the Internet, or Bank's ability to connect to the Internet on Customer's behalf.

J. Financial Information. Bank may from time to time request information from Customer in order to evaluate a continuation of the Service(s) to be provided by Bank hereunder and/or adjustment of any limits set by this Agreement. Customer agrees to provide the requested financial information immediately upon request by Bank, in the form required by Bank. If Customer refuses to provide the requested financial information, or if Bank concludes in its sole discretion that the credit risk of Customer is unacceptable, Bank may terminate the Service according to the provisions hereof. Customer authorizes Bank to investigate or reinvestigate at any time any information provided by Customer in connection with this Agreement or any Services and to request reports from credit bureaus and reporting agencies for such purpose.

K. Deadlines. Customer shall deliver or transmit all data or information to Bank by the deadline(s) specified in this Agreement and Bank shall have no obligation to process data or perform the Service if the data is not received by the Bank by the specified deadline.

L. Customer's Duty to Inspect. Customer shall inspect all reports, journals, and other material evidencing the output of the Service(s) performed by Bank. Customer must report all errors to the Bank for Services performed and indicated in the reports, journals and other material evidencing the output of the Service(s) or otherwise reported to Customer daily by the close of business on the banking day following the day on which the Service(s) is rendered. Customer must report all other errors within a reasonable time not to exceed thirty (30) days from the date that the error is made. Failure of Customer to promptly report errors within such specified time may preclude Customer from asserting against the Bank any claims arising from the error or any loss caused by the error.

M. Payment for Services. Customer agrees to pay Bank the fees established by Bank for rendering the Services under the terms of this Agreement and the Service Agreement. Depending on which Internet Banking services you subscribe to, you will be charged the applicable Internet Banking fees as set forth in our General Information and Fee Schedule hereby incorporated by reference and made a part hereof. Once you have subscribed, you will be charged the applicable Monthly Fee(s) whether or not you use Internet Banking.

The Bank may change or add any fees for Internet Banking by the procedures outlined in Article IX for amending this Agreement. Fees charged for Internet Banking under this Agreement are in addition to any service charges or fees that apply to your accounts with us.

You authorize the Bank to deduct all applicable Monthly Fees from the Primary Account you have specified. If you close the Primary Account, you must notify us and identify a new Primary Account for the selected services.

In Addition to the Service fees, Customer agrees to pay for all taxes, tariffs and assessments levied or imposed by any government agency in connection with the Service, this Agreement, and/or the software or equipment made available to Customer (excluding any income tax payable by Bank). Customer is also responsible for the costs of any communication lines and any data processing charges payable to third parties.

N. Web-linking Practices. Bank may provide access to information, products or services offered on other third party web sites. The Bank is not responsible for, nor does control, the content, products, or serviced provided by linked sites. The Bank does not endorse or guarantee the products, information or recommendations provided by linked sites, and is not liable for any failure of products or services advertised on those sites. In addition, each third party site may provide less security than the Bank and have a privacy policy different than that of the Bank. Your access, use and reliance upon such content, products or services is at your own risk.

O. Limitation of Liability. TO THE FULLEST EXTENT ALLOWED BY LAW, CUSTOMER AGREES:

1. THAT BANK SHALL NOT BE RESPONSIBLE OR LIABLE TO CUSTOMER OR TO ANY OTHER PARTY FOR CONSEQUENTIAL, INDIRECT, SPECIAL EXEMPLARY, PUNITIVE OR INCIDENTAL DAMAGES ARISING OUT OF THE USE BY CUSTOMER OF ANY SERVICE EVEN IF CUSTOMER, BANK OR BANK'S SERVICE PROVIDER HAVE BEEN SPECIFICALLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

2. TO THE FULLEST EXTENT ALLOWED BY LAW, BANK'S LIABILITY TO CUSTOMER UNDER THIS AGREEMENT SHALL BE LIMITED TO CORRECTING ERRORS RESULTING FROM BANK'S FAILURE TO EXERCISE ORDINARY CARE OR TO ACT IN GOOD FAITH.

3. CUSTOMER ACKNOWLEDGES AND AGREES THAT CUSTOMER'S USE OF THE SERVICES SHALL BE AT

CUSTOMER'S SOLE RISK AND THAT THE SERVICES ARE PROVIDED BY BANK ON AN "AS IS" BASIS.

4. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, BANK MAKES NO, AND HEREBY DISCLAIMS ANY AND ALL, REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT, WHATSOEVER TO CUSTOMER OR TO ANY OTHER PERSON AS TO THE SERVICES OR ANY ASPECT THEREOF, INCLUDING (WITHOUT LIMITATION) ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, OR SUITABILITY. CUSTOMER AGREES THAT NO ORAL OR WRITTEN ADVICE OR REPRESENTATION OBTAINED FROM ANY BANK EMPLOYEE OR REPRESENTATIVE SHALL CREATE A WARRANTY OR REPRESENTATION FOR PURPOSES OF THIS AGREEMENT OR ANY SERVICES TO BE PERFORMED PURSUANT HERETO.

5. BANK MAKES NO REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, TO CUSTOMER AS TO ANY COMPUTER HARDWARE, SOFTWARE, OR EQUIPMENT USED IN CONNECTION WITH THE SERVICES (INCLUDING, WITHOUT LIMITATION, CUSTOMER'S COMPUTER SYSTEMS OR RELATED EQUIPMENT, CUSTOMER'S SOFTWARE, OR CUSTOMER'S INTERNET SERVICE PROVIDER OR ITS EQUIPMENT), OR AS TO THE SUITABILITY OR COMPATIBILITY OF BANK'S SOFTWARE, INTERNET DELIVERED SERVICE, EQUIPMENT OR COMMUNICATION INTERFACES WITH THOSE THAT CUSTOMER USES, OR AS TO WHETHER ANY SOFTWARE OR INTERNET DELIVERED SERVICE WILL PERFORM IN AN UNINTERRUPTED MANNER, INCLUDING (BUT NOT LIMITED TO) ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

6. BANK SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY ERRORS OR FAILURES RESULTING FROM DEFECTS IN OR MALFUNCTIONS OF CUSTOMER'S COMPUTER HARDWARE OR SOFTWARE, FOR THE QUALITY OF PERFORMANCE OR LACK OF PERFORMANCE OF ANY COMPUTER SOFTWARE OR HARDWARE OR INTERNET DELIVERED SERVICES SUPPLIED BY BANK TO CUSTOMER IN CONNECTION WITH THIS AGREEMENT, OR FOR THE TRANSMISSION OR FAILURE OF TRANSMISSION OF ANY INFORMATION FROM CUSTOMER TO BANK OR FROM BANK TO CUSTOMER. BANK SHALL NOT BE RESPONSIBLE FOR NOTIFYING CUSTOMER OF ANY UPGRADES OR ENHANCEMENTS TO ANY OF CUSTOMER'S COMPUTER HARDWARE OR SOFTWARE.

P. Compliance With Laws, Rules, and Regulations. Customer agrees to comply with all existing and future instructions used by the Bank for processing of transactions. Customer further agrees to comply with and be bound by all applicable state or federal laws, rules and regulations affecting the use of checks, drafts, fund transfers, and ACH transactions, including but not limited to, rules and procedural guidelines established by the Federal Trade Commission (FTC), the Board of Governors of the Federal Reserve, the National Automated Clearing House Association (NACHA) and any other clearinghouse or other organization in which Bank is a member or to which rules Bank has agreed to be bound. These laws, procedures, rules, regulations, and definitions shall be incorporated herein by reference.

Q. Relationship of Parties. Customer and Bank acknowledge and agree that the relationship of Bank and Customer is that of an independent contractor and that this Agreement does not establish or create a general agency, joint venture, partnership, or employment relationship between them.

R. Force Majeure. The Bank shall not be responsible for any liability, loss, or damage resulting from Bank's failure to perform any Service or to perform any other obligations under this Agreement which is caused by an act of God, fire, floods, adverse weather or atmospheric conditions or other catastrophes; war, sabotage, riots, acts of public enemy, or acts of governmental authority or the Board of Governors of the Federal Reserve; labor difficulties; equipment or computer failure or destruction or the unavailability, interruption, or malfunction of communications facilities or utilities; delays or failure to act by Customer or third parties and their personnel; criminal acts; or generally any cause reasonably beyond the Bank's control.

S. Reimbursement. Any reimbursement by Bank for any liability hereunder may be made either directly to Customer or by adjustment of the aggregate ledger and collected balances of Customer's accounts.

T. Indemnification. In addition to other indemnification and liability provisions elsewhere in this Agreement, to the fullest extent allowed by law, if your use of the Service is not primarily for personal, family or household purposes, and/or if your applicable Account(s) is (are) not established primarily for personal, family or household purposes, you will be liable for, hold harmless, and will indemnify Bank, and their employees and agents from and against all claims of any sort by third parties or others arising out of this Agreement, including all losses and expenses incurred by Bank arising out of your failure to report required changes, transmission of incorrect data to Bank, or failure to maintain compliance with all laws, regulations and rules. Except for those losses caused directly by Bank's failure to exercise ordinary care or to act in good faith, you agree to indemnify and hold Bank, its officers, directors, shareholders, agents, employees, and affiliates, and their respective officers, directors, agents and employees, harmless from and against any and all losses, costs, suits, damages, claims, liabilities and expenses (including reasonable attorneys' fees) arising from or related in any way to (i) any Services performed in connection with this Agreement, (ii) Bank's action or inaction in accordance with or reliance upon any instructions or information received from any person reasonably believed by Bank to be a User or an authorized representative of you, (iii) Customer's breach of any of Customer's covenants, agreements, responsibilities, representations or warranties under this Agreement, and/or (iv)

Customer's breach of applicable laws, rules or regulations.

U. ARBITRATION AND WAIVER OF JURY TRIAL. CUSTOMER AND BANK AGREE THAT THE TRANSACTIONS PROCESSED UNDER THIS AGREEMENT OR ANY SERVICE AGREEMENT INVOLVES "COMMERCE" UNDER THE FEDERAL ARBITRATION ACT ("FAA"). ANY CONTROVERSY OR CLAIM BETWEEN CUSTOMER AND BANK, OR BETWEEN CUSTOMER AND ANY OF BANK'S OFFICERS, EMPLOYEES, AGENTS OR AFFILIATED ENTITIES, THAT ARISES OUT OF OR IS RELATED TO ANY SERVICE PROVIDED UNDER THIS AGREEMENT OR ANY SERVICE AGREEMENT, WHETHER BASED ON CONTRACT OR IN TORT OR ANY OTHER LEGAL THEORY, INCLUDING CLAIMS OF FRAUD, SUPPRESSION, MISREPRESENTATION AND FRAUD IN THE INDUCEMENT (COLLECTIVELY, ANY "CLAIM"), WILL BE SETTLED BY BINDING ARBITRATION UNDER THE FAA. THE PARTIES SHALL WORK IN GOOD FAITH TO SELECT AND AGREE UPON AN ARBITRATOR WITHIN THIRTY (30) DAYS AFTER A DEMAND FOR ARBITRATION BY EITHER PARTY. THE ARBITRATOR SHALL HAVE SOLE DISCRETION TO USE ANY COMMERCIALY REASONABLE RULES OF ARBITRATION, UNLESS OTHERWISE AGREED TO IN WRITING BY THE PARTIES ("THE ARBITRATION RULES"). IF THE PARTIES CANNOT AGREE UPON AN ARBITRATOR, THEN EACH PARTY SHALL DESIGNATE AN ARBITRATOR REPRESENTATIVE AND THE ARBITRATOR REPRESENTATIVES SHALL SELECT THE ARBITRATOR. IF A CLAIM IS SUBMITTED TO ARBITRATION, (A) CUSTOMER WILL NOT HAVE THE RIGHT TO GO TO COURT OR TO HAVE A JURY TRIAL;(B) CUSTOMER WILL NOT HAVE THE RIGHT TO ENGAGE IN PRE-ARBITRATION DISCOVERY EXCEPT AS PROVIDED IN THE ARBITRATION RULES; (C) CUSTOMER WILL NOT HAVE THE RIGHT TO HAVE ANY CLAIM ARBITRATED AS A CLASS ACTION UNDER THE ARBITRATION RULES OR UNDER ANY OTHER RULES OF CIVIL PROCEDURE; (D) THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING WITH LIMITED RIGHTS TO APPEAL; (E) THIS AGREEMENT SUPERSEDES ANY PRIOR ALTERNATIVE DISPUTE RESOLUTION AND/OR ARBITRATION AGREEMENT THAT MAY EXIST BETWEEN CUSTOMER AND BANK. THIS AGREEMENT TO ARBITRATE DISPUTES WILL SURVIVE THE CLOSING OF CUSTOMER'S ACCOUNT AND THE TERMINATION OF THIS AGREEMENT OR ANY SERVICE AGREEMENT.

V. Governing Law. The rights and obligations of the parties to this Agreement shall be governed by the laws of the State of Texas and applicable federal law. Subject to the provisions stated in Article X, Section U – Arbitration, and Waiver of Jury Trial, any lawsuit regarding your account(s) shall exclusively be brought in a proper court in Washington County within the State of Texas.

W. Enforcement. In the event a dispute arises under this Agreement, the prevailing party shall be entitled, subject to applicable law, to payment by the other party of its reasonable attorney's fees and costs, including fees for any arbitration, appeal, or bankruptcy proceedings, and any post-judgment collection actions, if applicable. If there is a lawsuit, you agree that it may be filed and heard in the State of Texas, if allowed by applicable law.

X. Notices, Instructions, Etc.

i. Except as otherwise provided in this Agreement, the Bank shall not be required to act upon any notice or instruction received from you or any other person, or to provide any notice or advice to you or any other person with respect to any matter.

ii. The Bank shall be entitled to rely on any written notice or other written communication believed by it in good faith to be genuine and to have been signed by you or your authorized representative, and any such communication shall be deemed to have been signed by such person. Such notice shall be effective on the second Business Day following the day received by the Bank.

iii. Except as otherwise provided in this Agreement (including, without limitation, the Electronic Notice provisions of Article X, Section A), any written notice or other written communication required or permitted to be given under this Agreement shall be delivered or sent by U.S. mail, if to Customer, at the address of Customer on the books of Bank and if to Bank, at the address provided in Section E unless another address is substituted by notice delivered or sent as provided herein. Except as otherwise stated herein, any such notice shall be deemed given when received.

iv. You hereby represent and warrant that you have full right, authority and power to execute, deliver and perform this Agreement and, if you are an entity or organization rather than a natural person, that the execution, delivery and performance of this Agreement has been duly authorized by all necessary company actions, including appropriate company resolution.

Y. Overdrafts. Bank may, in its own discretion but shall have no obligation to, perform Services for Customer if the collected balance of the account to which such Service relates is not sufficient to perform the Service. If the Service rendered creates a ledger overdraft or causes the collected balance of the account to become negative, Customer shall be liable and shall, upon demand by Bank, promptly reimburse Bank for any overdraft caused by the performance of the Service with interest in accordance with the provisions of the Account Disclosure. Notwithstanding the foregoing, nothing in this Agreement or the Operating Instructions shall create an obligation on the part of the Bank to pay items in the overdraft or to render Services that will cause an overdraft or cause an uncollected balance in any of your accounts. If Bank elects to pay your account in the overdraft on any one or more occasions, it shall not be considered a waiver of Bank's right to refuse to do so at any other time

nor shall it be an agreement by Bank to pay other checks in the overdraft. To be binding on Bank, an agreement to pay checks in the overdraft must be in writing and signed by Bank's authorized representative. You agree that Bank's failure to pay any check in the overdraft in the absence of a binding agreement to do so is not wrongful dishonor of any item Bank refuses to pay.

Z. No Obligation to Lend Money. You and Bank covenant and agree that nothing in this Agreement shall be deemed to constitute a credit facility of any kind or nature whatsoever in your favor even if the Services rendered are in conjunction with a line of credit or even if the Service Agreement or the Operating Instructions make reference to a line of credit. You represent and warrant to Bank that you understand and acknowledge that this Agreement does not create any right to borrow funds from Bank and that Bank has no obligation to lend funds to you in providing the Services that are the subject of this Agreement. In the event that Bank shall perform a Service for you that creates an overdraft on the Customer's account(s) such action(s) by Bank will not establish a course of dealing or conduct between the parties that would require Bank to perform any subsequent Service which would also create an overdraft.

AA. Recording Conversations and Data Transmissions. You agree that all telephone conversations and data transmissions received from, made for or made on behalf of you or Bank pursuant to or in connection with the Agreement may be recorded, intercepted and retained by Bank by use of tape or other data storage means.

BB. Bank Shall Not Examine Items. You acknowledge and agree that Bank will not examine checks, drafts and other items issued by you or payable to you and received by Bank and processed in conjunction with the Service rendered by Bank. Therefore, legends and other instructions placed on items by you or other parties, such as, but not limited to, "not valid over \$500," "void after 90 days", "full accord and satisfaction," shall not be discovered by Bank, shall not be binding on Bank and shall not be enforceable against Bank. Likewise, Bank shall not discover alterations, post dated checks, stale dated checks, or discrepancies between the amount of the check or item as written in numbers and words, or other irregularities on the face of the check or item. You further acknowledge and agree that Bank shall not be liable to you for any loss that you may suffer as the result of Bank's processing items containing such legends, instructions, or irregularities.

CC. Miscellaneous Provisions.

1. Headings. The headings and captions contained in this Agreement are included only for convenience of reference and do not define, limit, explain, or modify this Agreement or its interpretation, construction, or meaning.

2. Severability. The holding of any provision of this Agreement as invalid, illegal, or unenforceable, in whole or in part, shall not affect the other provisions of this Agreement, which shall remain in full force and effect.

3. Waiver. No waiver by the Bank (whether or not in writing) of any term, condition, or obligation of Customer shall bind the Bank to waive the same term, condition, or obligation again, nor shall any other provision, condition, term, or obligation hereof be affected by such a waiver.

4. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the successors, heirs, trustees, and permitted assigns of the parties hereto.

5. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto concerning the subject matter hereof. All contemporaneous agreements or understandings concerning the subject matter hereof, whether oral or written, are merged into this Agreement.

6. Transfers and Assignments. Customer cannot transfer or assign any rights or obligations under this Agreement without Bank's written consent. The Bank may assign its rights and delegate its duties under this Agreement to a company affiliated with the Bank or to any other party.

**BY CLICKING ON THE "I AGREE" BUTTON RELATING TO THIS AGREEMENT, YOU AGREE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT, THAT YOU ACCEPT THIS AGREEMENT WITHOUT MODIFICATION, AND THAT YOU WILL BE BOUND BY ALL TERMS AND CONDITIONS OF THIS AGREEMENT JUST AS IF YOU PHYSICALLY SIGNED THE AGREEMENT. YOU AGREE TO THE TERMS AND CONDITIONS STATED IN THIS AGREEMENT AND SUCH TERMS AND CONDITIONS AS MAY BE AMENDED IN THE FUTURE.**

**I AGREE**

ACCESS ID NAME: _____		SSN: _____	
Address: _____		Total Access Id: _____	
City, State, Zip: _____		Banker's Initials: _____	
_____ Customer Signature			
_____ Date		_____ E-mail Address	
<b>Accounts to be Included in Total Access Internet Banking:</b>			
<b>Primary Account #:</b> _____		<b>Account Name:</b> _____	
2) Account #: _____		Name: _____	
3) Account #: _____		Name: _____	
4) Account #: _____		Name: _____	
5) Account #: _____		Name: _____	
6) Account #: _____		Name: _____	
7) Account #: _____		Name: _____	
<b>*Additional charges may apply, please see "General Information and Fee Schedule"</b>			

## SCHEDULE 1

### INSTRUCTIONS FOR USE OF INTERNET BANKING

1. Access Codes: Prior to your first use of Internet Banking, you will be assigned a User Identification Code and a temporary password which you will be required to change at your first log in (the User Identification Code and Password collectively are referred to as the "Access Codes"). You will need the Access Codes to gain access to Internet Banking. It is important that you keep your Access Codes confidential in order to prevent unauthorized use and possible loss to your accounts, and to prevent unauthorized use of Internet Banking. **Anyone to whom you give or disclose your Access Codes will have full access to your accounts, even if you attempt to limit that person's authority.**

You may change your Access Codes for security reasons, or if you forget your Access Codes, by contacting the Bank to have new temporary Access Codes issued to you. It may take several days before you receive these Access Codes. There is no charge for changing your Access Codes.

**Under no circumstances will a Bank employee request your Access Codes (including your Password) through Internet Banking, over the Internet, on the telephone, or through other contact. Do not respond to any such request, even if the person claims to represent the Bank.**

2. Security Precautions: The Bank is committed to the security of its customers' accounts and account information. Similarly, you must take every precaution to ensure the safety, security, and integrity of your accounts and transactions with Internet Banking. The following guidelines should assist you in these efforts:

- Do not leave your account information out in an open area accessible by others, including on your Computer screen.
- Do not send your Access Codes or privileged account information over any public or general e-mail system.
- Do not leave your Computer unattended while you are connected to Internet Banking.
- We encourage you to routinely scan your Computer, diskettes, and software using a reliable virus product to detect and remove any viruses found. Undetected or unrepaired viruses may alter, corrupt, damage, or destroy your programs, files, and even your Computer. Additionally, you may unintentionally transmit the virus to other computers, diskettes, and software.

3. Hardware Requirements: You must have a computer capable of accessing the Internet via a modem or a direct connection.

4. Software Requirements: You must have an Internet browser which will operate on the computer specified in (3) above that is capable of 128-bit encryption.

5. Adding Accounts: You may add existing accounts to your Internet Banking subscription, by notifying us through Secure Message or by coming in to the Bank.

6. Reporting Unauthorized Transactions: If you believe that an unauthorized transaction has been made from your account, or if your Access Codes have been lost or stolen, alert the Bank immediately by: (a) calling Customer Care at: 979-836-4571 (local) or 888-292-4571 (toll free), (b) coming in to the Bank to report the unauthorized use, or (c) writing the Bank at:

Brenham National Bank  
P.O. Box 2568  
Brenham, Texas 77834  
Attn: Customer Care

7. E-mail Transmissions: Use of the general or public e-mail system to communicate with the Bank is at your own risk. We will not send any confidential or sensitive information, such as your Access Codes, account numbers, or financial information over any general or public e-mail system, other than for the purpose of delivering eStatements. You cannot use e-mail to initiate transactions on your accounts. There is a Secure Message Center within the Total Access Internet Banking System whereby confidential information can be transmitted securely to and from the bank.

8. Secure Message: After signing on to Total Access, there is a Secure Message option available which you can utilize to communicate with the Bank in a secure environment. This is the only secure way to electronically communicate with the Bank available.