



Online Access Agreement and Electronic Fund Transfer Act Disclosure

Agreement - This Central Bank Online Access Agreement and Electronic Fund Transfer Act Disclosure (this "Agreement") is a contract which establishes the rules that cover your electronic access to your accounts at Central Bank ("BANK") through Central OnLine ("SYSTEM"). By using SYSTEM, you accept all the terms and conditions of this Agreement. Please read it carefully. The terms and conditions of the deposit agreements and disclosures for each of your BANK accounts (your "Account Agreements") as well as your other agreements with BANK, such as loans, continue to apply notwithstanding anything to the contrary in this Agreement. With respect to business-purpose accounts of commercial customers that have entered into the Bank's Treasury Management Master Agreement (the "Master Treasury Agreement"), any inconsistency between this Agreement and the Master Treasury Agreement will be governed by the terms and conditions of the Master Treasury Agreement. This Agreement is also subject to applicable federal laws and the laws of the State of Texas (except to the extent this Agreement can and does vary such rules or laws). If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions. Any waiver (express or implied) by either party of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach. You may not assign this Agreement. This Agreement is binding upon your successors or heirs, as applicable, and BANK's successors and assigns. Certain of the obligations of the parties pursuant to this Agreement that by their nature would continue beyond the termination, cancellation or expiration of this Agreement (including, without limitation, your representations, warranties and indemnification obligations hereunder) shall survive termination, cancellation or expiration of this Agreement. This Agreement, together with the Enrollment Form and Fee Schedule, as well as your Account Agreements and any applicable Master Treasury Agreement, constitute the entire agreement between you and BANK with respect to the subject matter hereof and there are no understandings or agreements relative hereto which are not fully expressed herein or therein.

Definitions - As used in this Agreement, the words "we," "our," "us" and "BANK" mean Central Bank. "You" and "your" refer to the account holder authorized by BANK to use SYSTEM under this Agreement and anyone else authorized by that account holder to exercise control over the account holder's funds through SYSTEM. "Account" or "accounts" means your accounts at BANK. "Electronic funds transfers" means ATM withdrawals, pre-authorized transactions, point of sale transactions, bill payments, or other transfers to and from your Accounts using the SYSTEM and which constitute "electronic funds transfers" as that term is defined in the Electronic Funds Transfer Act and its implementing Regulation E. "SYSTEM Services" means the services provided pursuant to this Agreement, including the Bill Payment Service. "Business days" mean Monday through Friday except for any federal holiday or other day when BANK is not open for business to the public. "Commercial Account" means an Account that is established or used primarily for business or investment purposes, and not for personal, family or household purposes. "Consumer Account" means an Account that is established or used primarily for personal, family or household purposes.

Access - To use SYSTEM, you must have at least one checking account at BANK, access to Internet service and an email address. BANK reserves the right to mandate other requirements for use of the SYSTEM in its sole and absolute discretion. Once we have received your Auto Enrollment Request, your Accounts are automatically tied to your Login ID. SYSTEM can be used to access only the Accounts, which you have designated for access. You can add or delete any of your Accounts from this Agreement by contacting Customer Service at 832-485-2555 during normal business hours. Access to your Accounts through SYSTEM will be based upon the identification of users and authority levels specified by you in your Enrollment Form. We will rely on your designation of the users authorized to access your Accounts and the authority levels you have specified. We undertake no obligation to monitor transactions through SYSTEM to determine that they are made on behalf of the account holder.

Online Banking Transactions - In addition to viewing Account information, you may use Online Banking to conduct the following transactions:

- (1) Transfer funds among your checking Accounts, savings Accounts and money market Accounts held with BANK. Make loan or line of credit payments. NOTE: Because your Account Agreements may limit pre-authorized transfers (including Online Banking transfers), refer to your Account Agreements on any transaction limitations or fees from exceeding transaction limitations.
- (2) New services may be introduced for online services from time to time and BANK may make such services available to you through the SYSTEM. By using these services when they become available, you agree to be bound by the rules made available to you online concerning these services.

Hours of Access - You can use SYSTEM seven days a week, twenty-four hours a day, although some or all SYSTEM services may not be available occasionally due to emergency or scheduled system maintenance. If possible, we will attempt to post notice of any extended periods of SYSTEM non-availability on the SYSTEM website.

Your Password - For security purposes, you will be assigned a login ID at enrollment, and you will be required to change your password upon your initial login to SYSTEM. You determine what password you will use, and your password is not communicated to us. In addition to your login ID and password, you also agree to use such other security procedures or identify verification methods that we may require from time to time. Any such login IDs, passwords, personal identification numbers (PINs), security questions, one-time passcodes, tokens or other identify verification procedures are collectively referred to herein as your "Access Codes." You agree that we are authorized to act on instructions that we receive and that were initiated using your Access Codes. You accept responsibility for the confidentiality and security of your password and agree to change your password regularly. Upon three unsuccessful attempts to access the SYSTEM using your Access Codes, your access to SYSTEM may be revoked. To re-establish your authorization to use SYSTEM, you must contact us to have your Access Codes reset or to obtain a new temporary Access Code. We recommend that you create a password that utilizes both upper and lower case alpha and numeric characters for purposes of security. Your password should not be associated with any commonly known personal identification, such as social security numbers, address, date of birth, names of children, and should be memorized rather than written down.

Security - You understand the importance of your role in preventing misuse of your Accounts through SYSTEM and you agree to promptly examine your statement for each of your Accounts as soon as you receive it. You agree to protect the confidentiality of your Account and Account number, and your personal identification information, such as your driver's license number and social security number. You understand that personal identification information by itself, or together with information related to your Account, may allow unauthorized access to your Account. Your Access Codes are intended to provide security against unauthorized entry and access to your Accounts, and you agree that the use of such Access Codes constitute a commercially reasonable security procedure. You agree not to give your Access Codes to any other person. Without limitation, you agree not to give any Access Codes to financial account aggregators, or so-called "screen scrapers". You agree to maintain the confidentiality of all Access Codes. If BANK determines that you have disclosed your Access Codes to another person or entity, BANK may at its sole discretion terminate your access to the SYSTEM and to the Services. If you give an Access Code to another person, to the fullest extent permitted under applicable law, BANK will not be liable for any loss or damages of any that results directly or indirectly from the unauthorized use of the Internet banking service by that person. Data transferred via SYSTEM is encrypted in an effort to provide transmission security and SYSTEM utilizes identification technology to verify that the sender and receiver of SYSTEM transmissions can be appropriately identified by each other. Notwithstanding our efforts to ensure that the SYSTEM is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing the SYSTEM, or email transmitted to and from us, will not be monitored or read by others.

No list of security practices can be all inclusive and foolproof for preventing theft. We do not represent or warrant that any or all of the above recommendations or any future recommendations are adequate for your needs or will prevent losses or fraudulent transactions.

Although we are not obligated to monitor individual transactions, we reserve the right to refuse to process or honor a transaction request if BANK in its sole discretion believes such refusal will protect the account holder from fraud, or the BANK from excessive risk or loss. A non-exclusive list of example transactions that may raise an alert, and which BANK may refuse to process, are as follows:

- ACH or wires to new payees or receivers and/or with unusual amounts
- Changes to an account or routing numbers of existing payees, not just a new payee name
- Disabling or changing notifications
- Unusual (non-typical) transfer of funds, especially if out of BANK
- One time bill pay to new payees

Customer Roles – Business Online Banking customers who use the Services in connection with Commercial Accounts will be responsible for assigning an online Administrator for the business. The role of Administrator is described in more detail in any applicable Master Treasury Agreement between you and BANK.

Administrator - All Commercial Accounts will have a designated Administrator, who will enroll and then setup any other authorized users. You represent and warrant that any designated Administrator shall be an individual who is duly authorized by the applicable commercial customer to initiate transactions through your Commercial Accounts, and to otherwise delegate transaction authority and access to the Services to other authorized users who may be identified by the designated Administrator. You understand and agree that your designated Administrator may also make changes to the rights they and all other users have within the SYSTEM. Your designated Administrator has all rights to the applicable Commercial Account, including performing transfers inside and outside of BANK. If this person is not an authorized signer on the Account, we must have an application, signed by an authorized signer on the Account, giving the Administrator authorization to act in the manner contemplated hereby.

Primary User – The Primary User is the person, authorized and designated by you, who is expected to have primary access to your Accounts using the SYSTEM. The Primary User has all rights to the applicable Account, including initiating internal and external funds transfers, unless the signer indicates on its application that the Primary User should have View Only rights. You acknowledge that you also have the right to limit the Primary User's authority to transfer funds solely to internal transfers by selecting this option in your application. Any failure by you to limit such rights will cause other types of transfers which are initiated by the Primary User to be deemed authorized by you.

Central Bank owns all rights to its website and the Internet banking services it offers. BANK owns all of the content and functions of the website and Internet banking service. No other person has the right to copy or use this material. BANK owns or controls all applicable copyrights, licenses and patents involved in the website and Internet banking service. BANK maintains the site and offers Internet banking solely for the convenience of its customers.

Fees and Charges - You agree to pay the fees and charges for your use of SYSTEM Services as set forth in the current fee schedule. A copy of this fee schedule will be made available to you upon request. You agree that all such fees and charges will be deducted from the Account you so designate. You agree to pay any additional reasonable charges for services you request, which are not covered by this Agreement. You are also responsible for telephone and Internet service fees you incur in connection with your use of SYSTEM. You are responsible for any fees that may be imposed by an automated machine operator (other than the BANK) when you initiate an electronic fund transfer or make a balance inquiry or use any network to complete your transaction. You agree that if your Account does not have sufficient funds to pay all fees and charges incurred hereunder, BANK may debit these charges from any account at BANK which you own or upon which you have signing privileges. BANK has the right to terminate any Service for which the fees and charges are not paid.

Posting of Transfers - Transfers initiated through SYSTEM before 7:00 PM Central Time on a business day are posted to your designated Account the same day. Transfers initiated after 7:00 PM Central Time are posted the following business day. Transfers initiated on a Saturday, Sunday or banking holiday, are posted on the following business day. SYSTEM identifies transfers based upon the Access Codes of the user who made the electronic transfer. Accordingly, you understand and acknowledge that the View

Postings screens in both the Transfer and Bill Payer menu options of SYSTEM will not reflect transfers made by multiple users from the same Account if different Access Codes are used. You agree to communicate with any other persons with authorized access to your Accounts concerning any transfers or bill payments from your Accounts in order to avoid overdrafts. In any event, you agree to be responsible for all overdrafts and transactions which occur on any of your Accounts, if such overdrafts or transactions are initiated by a person with authorized access to the Account.

External Transfers – Subject to the terms, conditions and limitations set forth in this Agreement, you may be permitted to use the SYSTEM to perform “external transfers” from your Accounts with the BANK to another account you own at another financial institution (provided such external account is located at a United States financial institution). External transfers are transfers that allow you to debit or credit your Account with the BANK from an account at another financial institution that is owned by you. To access external transfers, you are required to provide the account and routing number of the account at the other financial institution to which you wish to debit or credit, and go through a verification process that uses micro deposits that may take anywhere from one to five business days to be deposited and debited from the other external account. You may only use external transfers for accounts at other financial institutions which are owned by the same person who is the customer on the Account with the Bank to which external transfers are initiated through the SYSTEM. By accessing and/or making an external transfer, you represent and warrant to the BANK that you are the owner of both the designated Account at the BANK and the external account at the other financial institution. Once the external account has been verified by you (through the confirmation of the amount of the micro deposit in the other external account), you are then permitted to transfer money to or from the external account. In the event that you do not own the other external account, despite your representation and warranty to the contrary, you hereby release, indemnify and hold BANK harmless for all liabilities and losses resulting or arising from or out of external transfers to accounts that you do not own. Except in the case of unauthorized access to the SYSTEM for which you would not otherwise be liable to BANK under this Agreement, in no event will BANK bear any liability for any external transfer that is made to an account that is not owned by you (as the same is a violation of this Agreement).

Overdrafts (Order of Payments, Transfers and other Withdrawals) - If your Account has insufficient funds to perform all electronic fund transfers you have requested for a given business day, then:

- (a) Electronic funds transfers involving currency disbursements, like ATM withdrawals, will have priority;
- (b) Electronic fund transfers initiated through SYSTEM, which would result in an overdraft of your Account may be cancelled, at our discretion;
- (c) In the event the electronic fund transfers initiated through SYSTEM, which would result in an overdraft of your Account are not cancelled, overdraft charges may be assessed pursuant to the terms of the Account Agreement governing that Account.

Limits on Amounts and Frequency of SYSTEM Transactions - The number of transfers from Accounts and the amounts, which may be transferred, may be limited pursuant to the terms of the applicable Account Agreements for those Accounts or otherwise in BANK’s discretion. If a hold has been placed on deposits made to an Account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires. If you would like to review or amend your limits, contact Customer Service at 832-485-2555, Monday through Friday 8:30 am to 5:00 pm.

Stop Payment Requests - You may initiate stop payment requests online via SYSTEM only for paper checks you have written (non-electronically) on your Accounts (not SYSTEM bill payer paper drafts.) Online stop payment requests are processed on the business day following the date the stop payment has been requested online. To be effective, this type of stop-payment request must precisely identify the name of the payee, the check number, the amount and the date of the check. If you make your stop payment request online or by telephone, we may also require you to put your request in the form of a written paper and get it to us within 14 days after you call. You will incur stop payment charges as disclosed in the current fee schedule for the applicable Account. Stop payment charges for SYSTEM bill payment paper drafts will be assessed in addition to the stop payment charges for the applicable Account.

No stop payment request shall be released or revoked before six months from date thereof except by written notice given BANK. All stop payment requests shall automatically expire and be null and void not more than six months from the date thereof unless revoked or released before that time, or extended or renewed

for additional periods of not more than six months, such release or extension to be made in writing, signed by individual depositor or authorized signature of firm, corporation or organization.

By submitting the stop payment, you agree to hold BANK harmless for said amount, as well as for all expenses and costs incurred by BANK through refusing payment of check and further agree to hold BANK free of all liability should payment be made contrary to this request, if such payment is made through inadvertence, accident or oversight.

Disclosure of Account Information and Transfers - You understand information about your Accounts or the transfers you make may automatically be disclosed to others. For example, tax laws require disclosure to the government of the amount of interest you earn, and some transactions, such as large currency and foreign transactions, must be reported to the government. We may also provide information about your Accounts to persons or companies for purposes of effecting, administering or enforcing transactions that you request or authorize, to protect against fraud, to government agencies if authorized by the Right to Financial Privacy Act, to consumer reporting agencies under the Fair Credit Reporting Act, to others for purposes of a bank merger or sale, or to otherwise comply with federal or state law. However, for all purposes, this agreement is subject to BANK's privacy policy, as it changes from time to time. Such privacy policy is posted on BANK's website and is otherwise available to you upon request. An example of our permissible disclosure of information is when a prospective creditor seeks to verify information you may have given in a credit application or a merchant calls to verify a check you have written. In addition, we routinely inform credit reporting agencies when Accounts are closed because they were not maintained in accordance with your Account Agreement. We may also seek information about you from others, such as a credit reporting agency, in connection with the opening or maintaining of your Account or in connection with approving your access to the SYSTEM. You agree and hereby authorize all of these transfers of information.

Periodic Statements - You will not receive a separate SYSTEM statement. Transfers to and from your accounts using SYSTEM will appear on the respective periodic statements for your BANK accounts. You may view Account activity within the SYSTEM.

Change in Terms - We may change any term of this Agreement at any time. If the change would result in increased fees for any SYSTEM service, increased liability for you, fewer types of available electronic fund transfers, or stricter limitations on the frequency or dollar amount of transfers, we agree to give you notice at least 30 days before the effective date of any such change, unless an immediate change is necessary to maintain the security of an Account or our electronic fund transfer system.

We will post any required notice of the change in terms on the BANK SYSTEM website or forward it to you by email, by postal mail or by any other means permitted by applicable law. If advance notice of the change is not required, and disclosure does not jeopardize the security of the Account or our electronic fund transfer system, we will notify you of the change in terms within 30 days after the change becomes effective. Your continued use of any or all of the subject SYSTEM Services indicates your acceptance of the change in terms.

We reserve the right to waive, reduce or reverse charges or fees in individual situations. You acknowledge and agree that changes to fees applicable to specific Accounts are governed by the applicable Account Agreements.

****THE FOLLOWING SECTION IS APPLICABLE ONLY TO CONSUMER (e.g., NON-BUSINESS PURPOSE) ACCOUNTS WITH THE BANK.**

In Case of Errors or Questions about Your Electronic Transfers, including Bill Payments - Contact us as soon as you can, if (1) you believe your statement or transaction record is wrong; (2) you need more information about a transaction listed on your statement; (3) you believe an unauthorized person discovered your Access Codes; (4) you believe someone has transferred funds from your Account without your permission. We must hear from you no later than 60 days after we sent the FIRST statement upon which the problem or error appeared.

When you contact us: (1) tell us your name and Account number. (2) Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe it is an error, or why you need more

information. (3) Tell us the dollar amount of the suspected error. (4) If the suspected error relates to a bill payment made via the SYSTEM Bill Payment Service, tell us the Account number used to pay the bill, payee name, the date the payment was sent, payment amount, ID number, and the payee account number for the payment in question. (This information appears on the Bill Payment View Posting Screen.) If you contact us to report an error verbally, we may require you to send us your complaint or question in writing or via secure email within ten (10) business days.

If your notice is timely, we will determine whether an error occurred within 10 business days after we hear from you, and we will promptly correct any error we have made. If we need more time, however, we may take up to 45 days to investigate your complaint or question. In this case, we will provisionally credit your Account within 10 business days for the amount you think is in error, so that you 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 your letter in 10 business days, we reserve the right not to provisionally credit your Account. For errors involving new Accounts, we may take up to 90 days to investigate your complaint or question and up to 20 business days to provisionally credit your Account. We will tell you the results within 3 business days after we complete our investigation. If we conclude there was no error, we will send you a written explanation. If we have made a provisional credit, a corresponding debit will be made from your Account. You may request copies of the documents that we used in our investigation.

Contact Information:

Central Bank Customer Service

PO Box 801263

Houston TX 77280-1263

832-485-2555

Monday – Friday 8:30 am – 5:00 pm

treasurymanagement@cbhou.com

In person: Main Office 11201 Clay Road Houston TX 77041

or visit us at one of the branch offices. Branch Office locations are listed on the Home Page

****THE FOLLOWING SECTION IS APPLICABLE ONLY TO CONSUMER (e.g., NON-BUSINESS PURPOSE) ACCOUNTS WITH THE BANK.**

Our Liability for Failure to Make a Transfer - If we do not complete a transfer to or from your Account, including a bill payment, on time or in the correct amount, according to our agreement with you when you have properly instructed us to do so and have followed the specific practices of this Agreement, we may be liable to you for your losses or damages caused as a result. However, there are some exceptions. We will NOT be liable, for instance: (1) if, through no fault of ours, you do not have enough money in your Account to make a transfer. (2) If a legal order directs us to prohibit withdrawals from the Account. (3) If your Account is closed, or if it has been frozen. (4) If the transfer would cause your balance to go over the credit limit of an established line of credit or the credit limit for any credit arrangement set up to cover overdrafts. (5) If you, or anyone authorized by you, commits any fraud or violates any law or regulation. (6) If any electronic terminal, telecommunication device, or any part of the SYSTEM electronic fund transfer system is not working properly and you knew about the problem when you started the transfer. (7) If you have not provided us with complete and correct payment information for the Bill Payment Service, including, without limitation, the name, address, your payee-assigned account number, payment date and payment amount for the payee on a bill payment. (8) If you have not properly followed the on-screen instructions for using SYSTEM. (9) If circumstances beyond our control (such as fire, flood, pandemic, interruption in telephone service or other communication lines) prevent the transfer, despite reasonable precautions that we have taken.

Your Liability for Unauthorized Transfers - CONTACT US AT ONCE if you believe any of your Access Codes have been lost, stolen, used without your authorization, or otherwise compromised, or if someone has transferred or may transfer money from your Accounts without your permission.

An immediate telephone call to Customer Service at 832-485-2555 8:30 am to 5:00 pm Monday through Friday is the best way to reduce any possible losses. You could lose all the money in your Accounts (plus

your maximum overdraft line of credit, if any). If you contact us within two business days after you learn of the loss, theft, compromise or unauthorized use of your Access Codes, you can lose no more than \$50 if someone used your Access Codes without your permission.

If you do NOT contact us within two business days after you learn of the loss, theft, compromise, or unauthorized use of your Access Codes, and we can prove we could have stopped someone from using your password to access your Accounts without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows transfers that you did not make, contact us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost through transactions made after the 60-day time period 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 contacting us, we will extend the times.

****COMMERCIAL ACCOUNT CUSTOMERS SHOULD REFER TO THE BANK'S TREASURY MANAGEMENT MASTER AGREEMENT FOR TERMS AND CONDITIONS RELATING TO ERROR RESOLUTION AND LIABILITY FOR ERRORS ON BUSINESS PURPOSE ACCOUNTS.**

Indemnification/Limitation of Liability – To the maximum extent permitted under applicable law, you agree to indemnify and hold us, our affiliates, and our and their respective officers, directors, agents and employees (collectively, the “Bank Parties”) harmless from and against any and all loss, liability and expense (including reasonable attorney’s fees) arising from the Services performed by us in connection with this Agreement, except for losses caused directly by our failure to exercise ordinary care or to act in good faith. To the maximum extent permitted by law, you agree that the Bank Parties will not be liable for events or circumstances beyond their reasonable control, and the liability of the Bank Parties will be limited to correcting errors caused by the Bank Parties. You and we agree that clerical errors and mistakes in judgment do not constitute a failure to exercise ordinary care or to act in good faith. We will not be obligated to detect errors caused by you or others, even if we take certain actions from time to time to do so. WE WILL NEVER BE LIABLE OR RESPONSIBLE FOR CONSEQUENTIAL, EXEMPLARY, PUNITIVE, SPECIAL, OR INCIDENTAL DAMAGES OR LOSSES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS (WHETHER THE CLAIM IS IN CONTRACT, TORT, OR OTHERWISE, AND WHETHER OR NOT WE WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES). We make no representations or warranties to you, and disclaim any implied warranties, as to the fitness, merchantability, or suitability of any of the Services or software products, or to the suitability or compatibility of our software, equipment, or communication interfaces with those that you use. We cannot and do not warrant that the SYSTEM will operate without errors, or that any or all SYSTEM Services will be available and operational at all times.

Arbitration - Unless prohibited by law, any request, dispute or claim arising out of this Agreement or any Associated Agreements shall, at your or our request, (either before or after the commencement of judicial proceedings) be settled by arbitration pursuant to Title 9 of the United States Code, which the parties hereto acknowledge and agree applies to the transactions contemplated under this Agreement or any Associated Agreements and in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the “AAA”). In any such arbitration proceeding: (1) all statutes of limitations that would otherwise be applicable shall apply; and (2) the proceeding shall be conducted in Houston, Harris County, Texas, by a single arbitrator, if the amount in controversy is \$250,000 or less, or by a panel of three arbitrators if the amount in controversy is more than \$250,000. The process of appointment from a panel pursuant to Section 13 of the AAA Commercial Arbitration Rules shall select all arbitrators and each arbitrator will have AAA-acknowledged expertise in the appropriate subject matter. Any award rendered in any such arbitration proceeding shall be final and binding, and judgment upon any such award may be entered in any court having jurisdiction.

Notwithstanding the above, you and we agree that no arbitrator or panel of arbitrators shall possess or have the power to (1) assess punitive damages; (2) dissolve, rescind or reform (except that the arbitrator may construe ambiguous terms) this Agreement or any portion thereof; (3) enter judgment on the debt, (4) exercise equitable powers, issue or enter any equitable remedies; or (5) allow discovery of attorney/client privileged information. The Commercial Arbitration Rules of the AAA are hereby modified to this extent.

This Section shall not limit or impair the right of us before, during, or after any arbitration proceeding to (1) exercise self-help remedies such as set off; or

(2) obtain emergency relief from a court of competent jurisdiction to prevent the dissipation, damage, destruction, transfer, hypothecation, or concealment of assets. Such emergency relief may be in the nature of, but is not limited to pre-judgment attachments, garnishments, sequestrations, appointments of receivers, or other emergency injunctive relief to preserve the status quo.

In the event applicable law prohibits submission of a particular dispute or claim arising out of or in connection with this Agreement to arbitration, you and we agree that any actions or proceedings in connection with such dispute or claim shall be tried and litigated only in the state or federal courts located in Harris County, Texas. You hereby waive your right to a jury trial of any claim or cause of action arising out of this Agreement or the transactions contemplated under this Agreement. In the event of any arbitration, suit, or action (if permitted hereunder) under or in connection with this Agreement, the prevailing party shall be entitled to recover, in addition to its statutory costs and expenses, its attorneys' fees incurred related to such proceeding including, in the case of judicial proceedings permitted hereunder, attorneys fees incurred prior to, at trial, and on any appeal.

Notwithstanding anything herein to the contrary, controversies or claims involving disputes regarding Automated Clearing House Services will be settled by arbitration in accordance with the National Automated Clearing House Association arbitration procedures.

Your Right to Terminate - You may cancel your SYSTEM Service at any time by providing us with written notice by postal mail, email, fax or by in person delivery to a BANK officer. Your access to SYSTEM will be suspended within three business days of our receipt of your instructions to cancel the Service. You will remain responsible for all outstanding fees and charges incurred before the effective time of cancellation.

Our Right to Terminate - You agree that we can terminate or limit your access to SYSTEM Services for any of the following reasons: 1. Without prior notice, if you have insufficient funds in any one of your BANK Accounts. SYSTEM service may be reinstated, in our sole discretion, once sufficient funds are available to cover any fees, pending transfers, and debits. 2. Without prior notice in the event we determine that your use of the Service violates applicable law, is the subject of fraudulent activity, or otherwise poses unreasonable risk to BANK or to your Accounts, 3. Upon reasonable notice, for any other reason in our sole discretion.

Communications between BANK and You - Unless this Agreement provides otherwise, you can communicate with us in person, by telephone or by email.

Email -You can contact us by email at treasurymanagement@cbhou.com (Please note that banking transactions through SYSTEM are not made via email.) If you send Central Bank an electronic mail message, we will be deemed to have received it on the following business day. Central Bank will have a reasonable time to act on your e-mail.

You should not rely on electronic mail if you need to communicate with Central Bank immediately - for example, if you need to report an unauthorized transaction from one of your Accounts or if you need to stop a payment that is scheduled to occur.

You agree that Central Bank may respond to you by electronic mail with regard to any matter related to the Service, including responding to any claim of unauthorized electronic funds transfer that you make. Any such electronic mail sent to you by Central Bank shall be considered received within three (3) days of the date sent by us, regardless of whether or not you sign on to the Service within that time frame.

You agree that electronic mail is not the most secure method for communicating with us, that you (and not Central Bank) are in the best position to prevent e-mail phishing and similar fraud involving your electronic mail accounts, and you acknowledge and agree that BANK may rely upon any e-mail communication reasonably appearing to be from you without any requirement to separately authenticate such communication.

Consent to Electronic Delivery of Notices - You agree that any notice or other type of communication provided to you pursuant to the terms of this Agreement, and any future disclosures required by law, including electronic fund transfer disclosures for consumers, may be made electronically by posting the

notice on the BANK SYSTEM website or by email. You agree to notify us immediately of any change in your email address.

Annual Disclosure – We will notify you of any significant changes as they occur. We will also provide current security awareness information on a quarterly basis.

Mobile Banking Addendum

Introduction - Central Bank endeavors to provide you with the highest quality Mobile Banking (the “Service”) available. By enrolling in the service, you agree to all the terms and conditions contained in this Mobile Banking Addendum (the “Addendum”). This Addendum is incorporated into and made a part of the Central Bank Online Access Agreement and Electronic Fund Transfer Act Disclosure (collectively with the Addendum (the “Agreement”). Capitalized terms which are used and not defined in this Addendum have the meanings given them in the Agreement.

We may offer additional Mobile Banking services and features in the future. Any such added Mobile Banking services and features will be governed by this Agreement and by any terms and conditions provided to you at the time the new Mobile Banking service or feature is added and/or at the time of enrollment for the feature or service, if applicable. From time to time, we may amend these terms and modify or cancel the Mobile Banking services we offer without notice, except as may be required by law.

Definitions - As used in this Addendum and Mobile Banking services, the following words have the meanings given below:

“Account(s)” means your eligible Central Bank checking, savings, loan, certificate of deposit or safe deposit box information and other Central Bank products that can be accessed through Mobile Banking.

“Device” means a supportable mobile device including a cellular phone or other mobile device that is web-enabled and allows secure SSL traffic which is also capable of receiving text messages. **Your wireless carrier may assess you fees for data or text messaging services. Please consult your wireless plan or provider for details.**

“Mobile Banking” means the banking services accessible from the Device you have registered with us for Mobile Banking.

“You” and “Your(s),” mean each person with authorized access to your Account(s) who applies and uses the Mobile Banking Service.

“We”, “Us”, and “Bank” means Central Bank.

Mobile Banking Service

A. Description of Service. Mobile Banking is offered as a convenience and supplemental service to our Online Banking services. It is not intended to replace access to Online Banking from your personal computer or other methods you use for managing you’re Accounts and services with us. Mobile Banking allows you to access your banking transactions. To utilize the Mobile Banking Service, you must be enrolled to use Online Banking and then activate your Device within the Online Banking System. Information about Central Bank’s Mobile Banking Service is available on our website at www.cbhou.com

We reserve the right to limit the types and number of Accounts eligible and the right to refuse to make any transaction you request through Mobile Banking. We may also reserve the right to modify the scope of the Service at any time.

Mobile Banking may not be accessible or may have limited utility over some network carriers. In addition, the Service may not be supportable for all Devices. Central Bank cannot guarantee and is not responsible for the availability of data services provided by your mobile carrier, such as data outages or “out of range” issues.

B. Use of Service. In order to properly use Mobile Banking, you should review and follow the instructions provided on our website. You agree to accept responsibility for learning how to use Mobile Banking in accordance with the outline instructions and agree that you will contact us directly if you have any problems with Mobile Banking. We may modify the Service from time to time at our sole discretion. In the event of any modification, you are responsible for making sure you understand how to use Mobile Banking as modified. You also accept responsibility for making sure that you know how to properly use your Device

and we will not be liable to you for any losses caused by your failure to properly use the Service or your Device.

C. Other Agreements. You agree that, when you use Mobile Banking, you remain subject to the terms and conditions of your existing agreements with any unaffiliated service providers including, but not limited to, your mobile service provider and that this Agreement does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Mobile Banking (such as data usage or text messaging charges imposed on you by your mobile service provider for your use of or interaction with Mobile Banking), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your provider directly without involving us.

Any deposit Account, loan or other banking product accessed through this Service is also subject to the Account Agreements provided at the time of Account opening. If you are a business customer, your Commercial Account(s) will remain subject to the terms and conditions of the Treasury Services Master Agreement if you have entered into that agreement with us. You should review the Account disclosures carefully, as they may include transaction limitations and fees which might apply to your use of Mobile Banking.

Permitted Mobile Banking Transfers - You may use the Service to transfer funds between your Accounts already setup through online banking.

You must have sufficient funds available in the selected Account at the time the transfer request is received. We may process transfers that exceed your available balance at our sole discretion. If we process the transfer and unless your overdraft protection is provided via an Overdraft Line of Credit, you agree to cover any overdraft amount plus any applicable fees.

Your Account Agreements may limit the way withdrawals may be made from a savings or money market account. Each transfer from a savings or money market Account using Mobile Banking is counted as one of the limited transactions permitted each statement cycle period as described in your Account Agreements. You may be subject to fees or account conversion if you exceed the transaction limits of your Account using Mobile Banking or any other methods outlined in your Deposit Account Agreement and disclosures.

We may also limit the type, frequency and amount of transfers for security purposes and may change or impose the limits without notice, at our option.

You agree to confirm the completion of each transfer in your Account balance and transaction history before withdrawing transferred funds.

Your Responsibilities - You represent and agree to the following by enrolling Mobile Banking or by using the Service:

A. Account Ownership/Accurate Information. You represent that you are the legal owner of the Accounts and other financial information which may be accessed via Mobile Banking. You represent and agree that all information you provide to us in connection with Mobile Banking is accurate, current and complete, and that you have the right to provide such information to us for the purpose of using Mobile Banking. You agree not to misrepresent your identity or your Account information. You agree to keep your Account information up to date and accurate. You represent that you are an authorized user of the Device you will use to access Mobile Banking.

B. User Security. You agree to take every precaution to ensure the safety, security and integrity of your Account and transactions when using Mobile Banking. You agree not leave your Device unattended while logged into Mobile Banking and to log off immediately at the completion of each access by you. You agree not to provide your Access Codes to any unauthorized person. If you permit other persons to use your Device, Access Codes, or other means to access Mobile Banking, you are responsible for any transactions they authorize and, to the fullest extent permitted by applicable law, we will not be liable for any damages

resulting to you. You agree not to use any personally identifiable information when creating shortcuts to your Account.

We make no representation that any content or use of Mobile Banking is available for use in locations outside of the United States. Accessing Mobile Banking from locations outside of the United States is at your own risk.

C. User Conduct. You agree not to use Mobile Banking or the content or information delivered through Mobile Banking in any way that would: (a) infringe any third-party copyright, patent, trademark, trade secret or other proprietary rights or rights of privacy including any rights in the Software; (b) be fraudulent or involve the sale of counterfeit or stolen items including, but not limited to, use of Mobile Banking to impersonate another person or entity; (c) violate any law, statute ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (d) be false, misleading or inaccurate; (e) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to Mobile Banking; (i) interfere with or disrupt the use of Mobile Banking by any other user; or (j) use Mobile Banking in such a manner as to gain unauthorized entry to access to the computer systems of others.

D. No Commercial Use or Re-Sale. You agree that the Mobile Banking Service is only for the personal or business use of individuals authorized to access your Account information. You agree not to make any commercial use of Mobile Banking or resell, lease, rent or distribute access to Mobile Banking.

E. Indemnification. In addition to and without limiting your indemnification obligations under the Agreement, and unless caused by our intentional misconduct or gross negligence, you agree to indemnify, defend and hold harmless Central Bank its affiliates, officers, directors, employees, consultants, agents, service providers and licensors from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from (a) a third party claim, dispute, action, or allegation of infringement, misuse, or misappropriation based on information, data, files or otherwise in connection with the Service; (b) your violation of any law or rights of a third party; or (c) your use, or use by a third party, of Mobile Banking.