



LEGACY BANK DEPOSIT AGREEMENT

Your account with us is governed by this Deposit Agreement (“Agreement”), and certain state and federal laws and regulations. When you sign the Account Signature Card, you acknowledge receiving this Agreement, Service Charge Schedule and other documents given to you when you open the account. If you use your account after signing the signature card and/or after the date set forth [on the back] of this Agreement, you are entering into a legally binding contract and you agree to all the terms contained in this Agreement. This Agreement replaces all prior agreements and understandings between you and us with respect to any account you maintain with us. If any provision of this Agreement is determined to be or later becomes invalid or unenforceable, the remainder of this Agreement will not be affected and will remain valid and enforceable. In this Agreement, “you” and “your” refer to the account owner(s), individually and jointly, including any person or entity on whose behalf you sign the Account Signature Card. “**We**”, “**us**”, “**our**”, and “**Legacy**” mean Legacy Bank. You should keep a copy of this Agreement. We want you to understand its terms, so be sure to ask us if you have any questions about this Agreement.

WHAT THIS AGREEMENT COVERS: This Agreement covers your and our agreement regarding all types of deposit accounts we now offer or may offer in the future, including, and without limitation, transaction accounts (like checking and N.O.W. accounts), savings accounts, time deposit accounts and certificates of deposit. This Agreement also covers electronic funds transfers. Other terms and conditions that may apply to specific types of accounts are described in greater detail in literature available from us at your request. Certificates of deposit are also governed by special provisions contained on those certificates. This Agreement does not cover safe deposit boxes or Individual Retirement Accounts or Keogh plans, which are governed by separate agreements that are available upon request.

ACCOUNT TYPES: We may offer one or more of the following types of deposit accounts, some of which may be owned either individually or jointly: regular checking accounts, special checking accounts, savings accounts, business accounts, N.O.W. accounts, time deposit accounts and certificates of deposit. Please ask us about the types of accounts that interest you. For those accounts we offer, we will provide you with separate disclosure statements.

ACCOUNT OWNERSHIP: The classification and ownership of an account shall be determined by the number of account owners as well as the type of account owners. When an account has only one owner, the account ownership shall be classified as Single. When an account has more than one owner, the account ownership shall be classified as Joint Tenants With Right of Survivorship (“JTWROS”). We may rely on the classification and ownership of an account set forth on the Account Signature Card for all purposes relating to the account. If there is no signature card on file, we may rely on our electronic records for all purposes relating to the account. Deposit accounts may be owned in one of the following ways:

Single Accounts have one name on the Account Signature Card. That person is deemed to be the sole owner of the account and the only person authorized to use the account. If a single account is opened by a minor or someone else on a minor’s behalf, then the minor may make withdrawals unless the account is a Uniform Transfers to Minors Act (UTMA) trust account.

Joint Accounts have two or more names on the Account Signature Card. Any joint owner can withdraw or transfer all or part of the account balance, create overdrafts, stop payment on checks, revoke stop payment orders, close a check card, close the account and exercise all other rights concerning the account at any time. Each joint account owner agrees to be jointly and severally liable for (1) charges and overdrafts caused by any joint account owner, without regard to who benefits from the proceeds or causes the charge or overdraft, and (2) our costs incurred in collecting the charge or overdraft, including attorneys’ fees as allowed by law. Any joint account owner may endorse items payable to any other joint account owner or owner’s order for deposit to the account or any other purpose. Each joint account owner authorizes us to exercise our right

of set-off and to enforce our consensual security interest in the entire account, even if only one joint owner is the defaulting debtor, signs a check creating an overdraft, benefits from the overdraft or contributes a majority of the funds in the account. All joint accounts are held in joint tenancy with full rights of survivorship, rather than as tenants in common. However, the right of survivorship is subject to our right of set-off and any consensual security interest.

Payable-on-Death (P.O.D.) Accounts may have one or more names on the Account Signature Card. If more than one person creates the account, they own the account jointly with rights of survivorship. Living beneficiaries acquire the right to withdraw funds from the account when all account owners die. If more than one beneficiary is named and survives the account owner's death, then all beneficiaries own the account jointly in equal shares, with no right of survivorship. The account owner(s) can change beneficiaries, change account types, withdraw all funds in the account or close the account at any time. The account subject to this contract shall be paid by us to the owner or pursuant to his or her order during owner's lifetime. The owner reserves the right during his or her lifetime to withdraw funds on deposit in said account, in whole or in part, as though no beneficiary or beneficiaries have been named, and to change or remove the designation of beneficiary or beneficiaries on the account. The interest of the beneficiary or beneficiaries shall be deemed not to vest until the death of the last living owner, and any owner during his or her lifetime shall have absolute ownership and control of the account, including but not limited to the right to sell, transfer, assign, pledge and hypothecate the account or any part thereof, and to grant a security interest therein, and each owner agrees for himself or herself, his or her heirs, legatees, beneficiary or beneficiaries to be bound by any such sale, transfer, assignment, pledge, hypothecation and by any such security interest. In the event that owner does pledge the account to us, or grant a security interest in the account to us, the owner hereby partially revokes the payable on death designation and stipulates that:

1. Upon owner's death, the account shall be applied first to pay off any balance of principal, interest, and charges owing on the note, before we pay any balance to the Beneficiary or Beneficiaries; and for so long as the note being secured remains outstanding,
2. The Beneficiary or Beneficiaries designated herein shall be applicable, from time to time, only as to that portion of the total deposit which exceeds the amounts owing on the note or notes; and
3. The records of Legacy Bank shall be the sole source for determining the amounts, if any, subject to number one (1.) above, due the beneficiary or beneficiaries to this account.

The distribution of the proceeds in a P.O.D. account shall be consistent with the provisions of Section 901 of Title 6 of the Oklahoma Statutes.

Sole Proprietorship Business Accounts may have one or more names on the Account Signature card, and will be treated for all purposes as business accounts. It is agreed that if the depositors are husband and wife and said depositors open a sole proprietorship business account, that unless the depositors present to us a formal partnership agreement the account will be treated as an individual account and not as a partnership account.

Partnership Accounts will have on the signature card the names of two or more persons who have authority to bind the partnership. The terms of this Agreement take precedence over any contrary terms contained in any partnership agreement.

Limited Liability Company Accounts will be established only after we receive an appropriate agreement for purposes of establishing who has authority to bind the company, and those authorized persons will sign the Account Signature Card.

Corporate Accounts will be established only after we receive an appropriate Corporate Resolution for purposes of establishing who has authority to bind the corporation, and those authorized persons will sign the Account Signature Card.

At the time you open a business account, you certify that your business is not classified as a Money Service Business. You agree that any time in the future if your business should be classified as a Money Service Business you will notify us.

Business account holders certify that accounts will not be used for gambling business of any kind, either legal or illegal, and that a representative of the organization will notify Legacy immediately if the organization engages in gambling business at any future time.

Non-Profit Organization Accounts are treated as business accounts but may be afforded special treatment such as reduced service charges. Ask us for details that may apply to your organization.

Fiduciary Accounts have one or more names on the Account Signature Card, with a designation of who actually owns the funds in the account. If no such designation appears, we may assume the signer owns the funds in the account. The fiduciary who signs the Account Signature Card will be presumed to use the funds in the account for the benefit and with the authorization of their true owner.

Accounts for Minors where the minor is the sole owner of the account may be made in accordance with the following agreement. A minor age 11 years or older may open a transaction or savings account at Legacy as their sole account. If a minor is 13 years of age or older; we will consider your request for a debit card or ATM card or check card on any transaction account. If any parent of said minor requests in writing that we place special restrictions on the account, we will either not open the account or will immediately close the account. By signing the Account Signature Card, the minor agrees to waive his or her minority rights as to any transactions or use of the account and this agreement.

AUTHORIZATIONS: You and each other person who signs the signature card, any resolution or any other separate written authorization concerning an account, represent to and agree with us that (a) you have taken all actions necessary to open and maintain the account, (b) all resolutions or other authorizations given to us by you or on your behalf are true, accurate and complete in all respects, (c) all assumed or fictitious names you use have been duly registered or filed with the applicable governmental authorities, and (d) each person whose name is written or printed on the signature card, any resolution or any other separate written authorization concerning the account has complete authority to bind you in all transactions involving the account. You agree to notify us promptly in writing of any change in your form of organization or ownership or in the authority of any person with respect to your account or any transactions relating to it. We also reserve the right to require you to provide a resolution or other separate written authorization telling us who is authorized to act on your behalf. We are authorized to follow the directions of any person designated as having authority to act on your behalf until we receive written notice and record the information on your account(s) that the authority has been terminated and have had a reasonable time to act upon that notice and record said information in Legacy's record of your account(s).

AUTHORIZED SIGNERS: You may give one or more other persons the authority to write checks, withdraw funds and otherwise conduct transactions with respect to your account by designating those persons as authorized signers on the signature card or on a separate written authorization form that is acceptable to us. While authorized signers may conduct transactions with respect to your account, they do not have any ownership interest in your account. You hereby consent for us to release any information and documents concerning the account to any person you have authorized to sign checks and you hereby waive the Oklahoma Financial Privacy Act as to all owners and the persons authorized as signers on your account. You agree to be liable for all transactions conducted with respect to your account by any authorized signer. You also agree that we are not required to monitor transactions conducted by you or any authorized signer and that we will not be liable for the misapplication of any funds from your account by any authorized signer. Authorized signer's rights cease upon death of a single owner of an account or the death of the last joint owner of the account.

CUSTOMER IDENTIFICATION: As required by federal statute and regulation and by Legacy policy, Legacy may require and may verify certain information regarding individuals at account opening and as otherwise deemed necessary. This information may include complete customer name, residential or business address, mailing address if different, tax payer identification number, date of birth, government issued photo identification, and other information as may be required by government laws or regulations or as may be deemed appropriate to verify the identity of the customer. This information may be required for all individuals owning the account, acting as agent on behalf of the account owner, or otherwise associated with the account regardless of manner. Account access or proceeds of accounts opened without required information or subject to information verification may be restricted until such information is obtained and/or verified. You agree that Legacy may close an account at any time for any reason or no reason at all.

NATURE OF RELATIONSHIP: You agree that the relationship between you and us with respect to any account covered by this Agreement is solely that of depositor and financial institution and that we are not acting as a fiduciary for you or for your benefit with respect to any such account. Moreover, you agree that this Agreement does not create any relationship between you and any of our affiliates and that none of our affiliates have any obligations or duties to you with respect to any account covered by this Agreement.

FACSIMILE AND MULTIPLE SIGNATURES: The use of a facsimile signature or endorsement device may be authorized by your designation on the Account Signature Card, a resolution or other separate written authorization. If the use of a facsimile signature or endorsement device has been so authorized or such a device has otherwise been used, we may honor or accept for deposit any item or signed instruction which bears or appears to bear the appropriate facsimile signature or endorsement even if it was made by an unauthorized person or with a counterfeit facsimile device. Therefore, you agree to maintain close control over any facsimile signature or endorsement device and to promptly review statements and canceled items for unauthorized use of any such device(s). If you give information about an account (such as our routing number and/or the number of the account) to another party but do not physically deliver an item to that party, any item presented against the account by that party is deemed to have been authorized by you. If you open a joint account or any type of business account, you may request two signature lines on your checks and/or include a legend on your checks, such as "Two signatures required if over \$500.00." However, you agree that such check features are allowed only for your convenience and internal control purposes in dealing with your employees or other joint account owners. You agree that Legacy is not bound by multiple-signature requirements. You agree that we do not fail to exercise "ordinary care" if we pay any check without determining if it contains any particular number of signatures or limited amount and we are not liable to you for such a payment or amounts.

POWER OF ATTORNEY: If you wish to designate an attorney-in-fact, you agree to do so in a form acceptable to Legacy. You agree we have the right to refuse to honor any Power of Attorney presented to us, and shall have no liability because of such refusal at any time. You agree Legacy has no liability for transactions performed by a purported attorney-in-fact under a Power of Attorney that has been revoked or is otherwise invalid unless we have received written notice of same, and have had a reasonable period of time to act upon such notice and recorded same in Legacy's record of accounts. You agree Legacy has the right to restrict the types or amounts of transactions we will permit an attorney-in-fact to conduct. A person acting under a Power of Attorney is not, by virtue of such power, an owner of the account, and no funds in the account belong to the attorney-in-fact by reason of that capacity. The attorney-in-fact has no right of survivorship in the account by virtue of that capacity.

PERIODIC ACCOUNT STATEMENTS & FORGERIES AND ALTERATIONS: We will mail or e-mail periodic account statements to your last-known address as shown on our records. If you move, see the paragraph entitled "Notices; Address Changes" for instructions. You agree to examine your statement carefully and reconcile the account promptly. You agree to notify us immediately if you find any discrepancies. You agree you, and not Legacy, are in the best position to detect a forged, unauthorized or missing signature or endorsement, a material alteration, a missing or diverted deposit or any other error or discrepancy relating to an item, deposit or other credit or debit entry to your account. Therefore, you agree that unless you notify us of a problem within 30 days of the statement date, the statement will be deemed correct and you will bear any loss occurring due to fraud, forgeries or alterations. You agree that 30 days is a reasonable time for you to examine your statement and report problems to us. At your request, and for a fee as disclosed in our Service Charge Schedule, we will provide to you copies of checks or substitute checks after we obtain them from the payor or collecting banks, as applicable. You agree that we have not failed to exercise "ordinary care" if we pay an item containing a forgery or alteration that is so clever that a reasonable financial institution could not detect it (for example, through unauthorized use of a check-signing machine, facsimile signature stamp, photocopy machine, computer equipment, or other altering methods). You agree you will bear any loss occurring due to such forgery or alteration. Furthermore, you agree that we do not fail to exercise ordinary care in paying an item solely because our procedures do not provide for the sight examination of items with a face amount below an amount that we specify from time to time.

DEPOSITS: We will accept deposits to your account in person, by mail, by ATM, electronically, or by any other method we may make available from time to time, although you agree we are only responsible for transactions through the mail or outside depositories when we actually receive and record them. Preprinted deposit slips help us process deposits more quickly and minimize errors. You agree we will not be liable for any errors resulting from the use of a counter deposit slip, whether completed by you or one of our employees. You agree Legacy has the right to limit, refuse or return any deposit. You agree checks and other items for deposit or collection received after our daily cut-off time (which may differ from our regular closing time) or on a day we are not open for business will be deemed received on the next business day. You agree that when we accept checks and other items for deposit or collection, we act only as your collecting agent and we assume no responsibility beyond the exercise of ordinary care. You agree to provide any special instructions for handling an item in a signed writing and given to us along with the item in question. You agree any items accepted for deposit, including those drawn "on us," are to be only provisionally credited to your account subject to final payment and our receipt of proceeds.

in cash or its equivalent. You agree that deposits of, or payable in, foreign currency will be credited at the exchange rate in effect in U.S. dollars at time of final collection. You agree that interest earned on deposits, if any, will be credited by us monthly on all interest-bearing accounts. You agree that interest, if an interest-bearing account, on noncash items will begin to accrue no later than the business day when we receive credit for the deposit. You agree the rate of interest paid on all interest-bearing accounts (other than time deposits and certificates of deposit) is subject to be changed by us at any time at our discretion. You agree we may forward checks and other items to correspondent banks for collection and we will not be liable for default or negligence of those correspondents, or for losses of checks and other items while in transit. You agree that all items and their proceeds may be handled in accordance with applicable Federal Reserve Bank rules and regulations, Clearing House Association or Funds Transfer System rules, and contractual arrangements with other financial institutions. You agree if we have given you provisional credit for an item and we fail to receive settlement for the item due to dishonor or otherwise, if an "on us" item for which we have given credit or paid in cash fails to clear when posted, or if any item which you endorsed is returned to us at any time for any reason, then we may charge the amount of the credit or payment we gave you (together with any interest earned on that amount and a service charge as reflected in our Service Charge Schedule) back to your account or obtain a full refund from you. You agree we also may charge back to your account any check or item that is drawn against insufficient funds or otherwise is not good or payable. You authorize us to pursue collection of dishonored items, and, in so doing, to permit the institution on which it is drawn to hold an item beyond the midnight deadline. You agree and acknowledge that we will not send you a notice of this first return. You agree that this is a waiver of your right to notice of dishonor, to return of the item and to notification of the facts and agree that this process constitutes an exercise of "ordinary care" by us.

You agree to indemnify and hold the bank harmless from any loss or cost to the bank resulting from your choice of a type of check stock or ink that cannot be imaged clearly and/or that requires special processing through the collection system.

ORDER OF PAYMENT: You agree we may pay items presented for payment against an account (including those payable to us or on which we may be liable) in any order we determine, even if paying a particular item results in an insufficient balance in an account to pay one or more other items that otherwise could have been paid out of that account. Without limiting the generality of the previous sentence and with certain exceptions, our current practice is to pay items in the order they are received. You agree we may, without prior notice to you, change the order in which we generally pay items at any time and from time to time.

AVAILABLE BALANCE: The available balance in your account is the current ledger balance minus holds placed on your account by us or by merchants for check card purchases, minus pending withdrawals and transfers from your deposit account. Holds on your account can be created by authorizations for payments on your check card, holds on checks deposited into your account that have not yet been paid by a payee bank, or management holds placed on your account by us. Your available balance is the total amount of money in your account that you can use for purchases and withdrawals.

INSUFFICIENT FUNDS & OVERDRAFTS: You agree Legacy is not required to pay any item presented against insufficient funds. You agree that if your available account balance is insufficient to pay checks, electronic debits, including check card transactions and ATM withdrawal requests, then we may charge you a fee as disclosed on our Service Charge Schedule. The insufficient funds charge and overdraft fee applies to overdrafts created by check, in-person withdrawal, ATM withdrawal, or other electronic means. We will charge the insufficient funds and overdraft fees regardless of the number of times an item is submitted or resubmitted to us for payment, and regardless of whether we pay the item or return, reverse, or decline to pay the item. You have the right to opt-out of any discretionary overdraft program in order to avoid overdraft fees being charged, however fees for insufficient funds will be charged according to our Service Charge Schedule. You agree Legacy may determine your available account balance for purposes of paying or returning such items drawn on the account at any time between presentment and our return deadline. You agree that we only have to review the account once and we are not required to take a "second look" before dishonoring such items if the account did not contain sufficient funds when we first reviewed it. You agree that at our option, we may elect to honor a withdrawal request that overdraws the account, or we may dishonor the request to avoid creating an overdraft. You agree the decision to pay the item and create an overdraft is in our sole discretion and will depend on various factors, including the amount of the item and your history with us. You agree that Legacy's honoring any overdraft does not obligate us to honor future overdrafts. You agree that Legacy does not have to send you prior notice because we return a check due to insufficient funds. You agree to deposit sufficient funds to

cover any overdraft and service charges immediately upon our request. If your account becomes overdrawn for any reason (whether because items are returned, items overdrawing the account are paid, or otherwise), you agree to pay a daily fee to Legacy as disclosed in our Service Charge Schedule and agree to reimburse us for any expenses (including, without limitation, attorneys' fees).

WITHDRAWALS: You agree we may refuse to allow a withdrawal request that exceeds any frequency limitation we may establish from time to time or that is attempted by a method not permitted by us. You agree that if we honor a nonconforming request, that does not obligate us to honor future nonconforming requests. You agree that Legacy will apply any frequency limitations based on the date a transaction is completed by us, as opposed to the day you make the request. Fees for withdrawals from Money Market or Savings accounts will be charged in accordance with the service charge schedule. You agree withdrawals from time deposit accounts prior to maturity may be restricted and subject to penalty in accordance with the Notice of Penalties for Early Withdrawal. Although withdrawal requests normally will be paid upon demand, in complying with Regulation D of the Federal Reserve, you agree Legacy may require a seven day written notice of intention to withdraw funds from all interest-bearing accounts.

FRAUD DETECTION/DETERRENCE: You understand that check fraud has increased dramatically in recent years due to a number of factors, including increased access by criminal elements to high-quality computer scanning and printing equipment. From time to time we may make certain products and services available to you that are designed to detect and/or deter check fraud. While no product or service will be completely effective, we believe that the products and services we offer will reduce the likelihood that certain types of fraudulent items will be paid against your account. As a result, you agree that if you fail to implement any of these products or services, you will be precluded from asserting any claims against us for paying any unauthorized, altered, counterfeit or other fraudulent item that such product or service was designed to detect or deter, that we will not be required to recredit your account or otherwise have any liability for paying such items, and that you will indemnify us for any loss or expense (including, without limitation, reasonable attorneys' fees to the extent permitted by law) relating in any way to such items as long as we have dealt with such items in good faith and in accordance with prevailing commercial banking standards (other than any such standards relating to the use of the products or services in question).

DEATH OR INCOMPETENCE OF OWNER: If an account owner dies or is adjudicated incompetent, you agree we may accept, pay or collect items until we know of the death or court order of incompetency and have a reasonable opportunity to act on that knowledge. You further agree that even with notice of death or other incapacity, we may continue, for 10 days after death, to pay checks drawn by the account owner prior to death, unless prevented from doing so by applicable law.

TRANSFERRING YOUR ACCOUNT: You agree that your account is not transferable except on our books and records. If you want to transfer ownership of your account, you agree that Legacy may close the account and a new account opened in the transferee's name or order. You agree Legacy has the right to approve any pledge of your account, as security for a debt, and any pledge remains subject to our right of set-off and our consensual or other security interest. You agree that account numbers, while assigned for the convenience of our customers, remain the sole property of Legacy.

NOTICES; ADDRESS CHANGES: You agree that any notice we are required to give to you shall be considered effective when we deliver it to the address shown on your periodic account statement. You agree that notice to any owner of an account will be deemed to be notice to all owners of that account. If your address changes, you agree to give us written notice of the change and we will have 10 days from receipt of same to change our records before notices and account statements may be sent to your new address. You agree any notice you are required to give to us shall be considered effective when we receive it and have had at least 10 days to act upon that notice by recording the information in our records. The same rules apply to e-mail addresses utilized to deliver electronic statements and disclosures.

WIRES; FUNDS TRANSFERS: We agree to allow electronic, wire, and telephone funds transfers (EFTs) into and out of your account. The following is a list of certain rights and responsibilities each of us has for funds transfers. You hereby request Legacy to act upon instructions from you to transfer funds on the terms and conditions set forth by this Deposit Agreement. The Funds transfer service is offered by us as a method to transfer funds electronically for you. In consideration of the mutual covenants hereafter contained, you agree as follows.

I. AUTHORIZATIONS

You request us to honor and act upon all requests which Legacy receives for the transfer of funds from accounts designated by the Account Signature Card. Such requests must be in compliance with Legacy's transfer and security procedures.

You request Legacy to transfer funds (a) from your specific account(s) at Legacy to any other Customer bank account(s) specified by you whether such accounts are at Legacy or another bank or financial institution, and (b) from your account(s) at Legacy to any account of a third party specified by you, whether such third party account(s) are at Legacy or another bank or financial institution. Legacy agrees to use its best effort to act upon all your transfer requests on the day received, when received prior to deadlines set by us, and to use any means and routes that Legacy, in its sole discretion, may consider suitable for the transmission of funds.

You request Legacy to transfer funds based upon pre-determined repetitive transfer information described in written instructions to us signed by you. You must provide the necessary information in writing to us by completing the ACH Entry Authorization Form. Such instructions cover pre-authorized transfers of a repetitive nature (those in which transfer debit and credit parties remain the same; date and dollar amount are variable). These instructions may be modified, changed or altered by submission of the written modification to us; such modifications must be signed by you and such modifications shall not be effective until they are incorporated into the Funds Transfer System by us. You agree to follow the recognition procedures and to use the repetitive transfer numbers which Legacy establishes or assigns from time to time.

Legacy may, at its option, verify transfers by contacting you at the telephone number specified by you. This number may be changed by your written request; however, such change shall not be effective until acknowledged by Legacy as having been received and recorded in Legacy's system.

You authorize us to record mechanically any telephone instructions received by us from you; however, Legacy has no duty to record any such instructions and the decision to record such instructions is totally within Legacy's discretion.

II. SECURITY PROCEDURES

You agree to provide accurately the bank name, beneficiary's name, account number, and bank routing number when initiating outgoing Funds transfer requests.

You agree to allow only those persons listed on the Account Signature Card to initiate transfers with us, otherwise Legacy may contact you for proper authorization.

Legacy assumes and you agree that Legacy has no responsibility to discover, audit or report to you any possible breach of security by your agents or representatives.

You agree to provide the appropriate security information, which may be changed from time to time, when requesting a transfer.

You agree to comply with and maintain the confidentiality of all security measures instituted by Legacy. Legacy may change security measures as deemed appropriate.

A callback verification may be performed by Legacy on all third party wires. If final beneficiary is other than you, Legacy may call back a designated number for another "Authorized Signer" to verify all information on the transfer request.

You agree that all procedures contained herein are commercially reasonable. All payment orders processed by Legacy will be governed by Subpart B of Regulation J of the Federal Reserve Board.

III. ADDITIONAL AGREEMENTS

You agree to release Legacy from responsibility or liability for any inaccuracy, interruption, delay or failure in transmission, and to indemnify and hold Legacy harmless against claims based thereon, when same are occasioned by any circumstances beyond Legacy's reasonable control.

You assume full responsibility for all transfers made by Legacy in accordance with the procedures stated herein.

You agree to assign to Legacy no responsibility beyond the duty to exercise ordinary care, and you agree that Legacy shall be conclusively deemed to have exercised ordinary care if Legacy has followed the procedures stated herein or if you have not followed such procedures.

You agree to provide written notice to us to change or revoke the designation of "Authorized Signers "; provided however, that Legacy will have a reasonable period of time to act upon each such change, and that Legacy may, in its sole discretion, act upon verbal notice which it reasonably believes to be from you, however, you will promptly confirm such verbal notice in writing.

You agree to not reverse, adjust or revoke a transfer request after it is received by us, except with our agreement. In the case of an erroneous or otherwise irregular transfer of funds, Legacy may, but shall not be obligated to, on its own initiative, request the transferee to return the funds previously transferred on behalf of you. A transfer request issued by you is paid at the time the transfer is sent, at the time the transfer is credited to the transferee account on the books of Legacy, or at the time the advice of credit for such transfer is sent or telephoned to the transferee by Legacy, whichever occurs first.

You agree that transfer requests shall not exceed the current available balance in your account. If your account does not contain sufficient funds to accomplish such transfer, Legacy may, at Legacy's sole option, debit your account into overdraft and Legacy will not be liable for damage to you as a result thereof; however, Legacy shall not be obligated to debit your account into overdraft. Legacy may, in its sole discretion, refuse any transfer request if the transfer would result in an overdraft. You agree to pay overdrafts which occur from the above described events upon demand, together with insufficient and overdraft fees.

You agree to supply us with any other information that Legacy may reasonably request, including but not limited to money amounts, accounts affected, dates of transfer, supplemental instructions, and further evidence of any Authorized Signer's authority to transfer funds or to do any other act contemplated under this agreement.

Legacy may elect to not act upon a transfer request for your protection, if Legacy is unable to obtain proper verification of such request satisfactory to us, or if there is any inconsistency between a transfer request and information previously supplied to us, or if such request is not initiated in accordance with security procedures implemented by us.

You agree to review promptly and reconcile your statement of account and report to us within thirty (30) days after the statement date any discrepancies or any other objections of any type or nature between your records of such transactions and the statement furnished by us. You expressly agree that the failure to report any such discrepancies or objections shall relieve Legacy of any liability and hold Legacy harmless with respect to such discrepancies or objections.

You agree to hold Legacy harmless and indemnify us for any and all claims, demands, expenses (including but not limited to attorney's fees and costs), loss or damage of any nature whatsoever arising directly or indirectly from any transfer request initiated pursuant to this Agreement, any addenda to this Agreement or other matters related to this Agreement, except for liability to you caused by our gross negligence; however, in no event shall Legacy be liable for any consequential or special damages.

You agree to accept notification of incoming funds transfers as provided by Legacy. All wires to credit a third party will be advised of to you within a reasonable time following receipt. If you request, other advice procedures may be established. However, Legacy will have no liability of failure to give such notice.

You agree to pay such wire transfer fees as Legacy may impose from time to time in accordance with Legacy's Service Charge Schedule and to reimburse Legacy for any direct or indirect transfer charges or expenses incurred by Legacy. You agree that such fees, charges, or expenses may be paid by Legacy's debiting your account(s) at Legacy, or if Legacy so elects, by a method of imposing account analysis fees and balance requirements upon your account(s) at Legacy.

IV. COMPENSATION

If you suffer any loss of interest resulting from Legacy's error in executing a funds transfer request, or from Legacy's failure to execute a funds transfer in accordance with our Agreement, Legacy will reimburse you for such loss as stated herein (Compensation), if you have complied with Legacy's Agreement and, provided further, that such error or failure was due to the fault of Legacy, and resulted from a failure of Legacy to exercise reasonable control.

You agree that compensation to you shall be limited to the interest loss for a period not exceeding thirty (30) days following your receipt of account statement, and shall be calculated by using a rate not to exceed the Federal Funds Rate in effect at Legacy for the period involved. You agree that any compensation due you may be paid by Legacy as a credit to your account.

V. OTHER CONDITIONS

The headings of Sections as used herein are for convenience only and shall not be constructed to be a part of the text of this Agreement. This Agreement may be terminated at any time by Legacy and by written notice by you to us, however, such termination by you shall not be effective until acknowledged by us.

This Agreement constitutes the entire agreement between Legacy and you and supersedes any and all other Agreements, either oral or in writing, between the parties with respect to the subject matter hereof.

All notices to Legacy shall be directed to the Manager, Funds Transfer, Legacy Bank, PO Box 21688, Oklahoma City, OK 73156-1688; all notices to you shall be directed to you at the account address as listed on your account records.

This Agreement shall be deemed to be a contract under and for all purposes shall be governed by and construed in accordance with the laws of the state of Oklahoma and the applicable laws of the United States.

DEPOSITOR PRIVACY: You agree we may disclose information about you or your account(s) to third parties if compelled by law or court order or if the information is necessary to provide transactions on your behalf in the normal course of our business. Otherwise, and other than as consented to in this Agreement, Legacy agrees that no nonpublic personal information will be disclosed without your prior written consent. You agree we will not be held liable for any information which we may provide to any party if we reasonably believe that it relates to a bona fide financial transaction. Unless you notify us otherwise in writing, you agree to receive the annual notice of our privacy policy by electronic means. Our means of electronic notification is to post the notice of privacy policy on our web site at www.legacybank.com/privacy.

By "nonpublic personal information," we mean personally identifiable financial information and any list, description, or other grouping of consumers (and publicly available information pertaining to them) that is derived using any personally identifiable financial information that is not publicly available.

CREDIT CHECK AUTHORIZATION: You agree and hereby authorize us to check with any credit reporting agencies concerning your credit; and we agree to not voluntarily disclose those findings to third parties without permission or subpoena and you agree that Legacy may, but is not required to, use the information for our decisions relating to authorizing overdrafts or not authorizing overdrafts and other related banking purposes. We may report negative information regarding your account(s) with Legacy Bank to consumer reporting agencies.

STOP PAYMENT ORDERS: Any person authorized to draw on the account may stop payment of any item drawn on the account by giving us a stop payment order containing certain information and by paying the fee we impose for stop payment orders, as listed on our Service Charge Schedule. You agree that your stop payment order SHALL INCLUDE accurate information as to your account number, the check number if applicable, the amount of the item and the payee's name. You agree that you will deliver to Legacy a stop payment order by 4:00 p.m. of the day prior to the day on which we receive the item being stopped in order to act on it. We agree to honor a timely and properly executed stop payment order given by any account owner, even if the person giving us the order did not sign the check. You agree to confirm in writing to Legacy an oral stop payment order within 14 days or the stop payment order will lapse after that time. You agree that a written stop payment order is effective for 6 months, and may be renewed in writing for additional 6-month periods. You agree any stop payment order given by one joint owner or authorized signer can be revoked by any joint owner or authorized signer. You agree that we may, in our sole discretion, require that the joint owner or authorized signer giving it join in the revocation before the stop

payment order will be considered revoked. You agree to request Legacy to release a stop payment order in writing. You agree that if we follow these procedures, we have exercised “ordinary care” in handling your stop payment order request. If we inadvertently pay an item over a valid stop payment order, we will recredit your account after notice from you and after we have determined that there are no other parties to the item or to its underlying transaction that could enforce it against you in whole or in part. In that regard, you acknowledge and agree that a stop payment order request does not relieve you of the obligation to pay an item that has been negotiated to a holder in due course. You agree to allow us a reasonable time to conduct such an investigation. You agree that we do not need to recredit your account or otherwise give you the use of the funds, if at all, until after the investigation is completed. You agree if we then reasonably believe that this item can be enforced against you in whole or in part, we need not recredit your account until compelled to do so by a final court order. You agree that we are not liable for any items returned during this period because your account has not been recredited. You agree that if we recredit your account, you automatically transfer to us all rights you may have against the payee or other holder of the item. You agree to transfer these rights in addition to our rights of subrogation. You agree to defend and hold us harmless from any claims, demands, suits or other disputes resulting from or relating in any way to any stop payment and to indemnify us for the amount of any such claims, demands, suits or other disputes and any related expenses (including, without limitation, reasonable attorneys’ fees). You acknowledge and agree that we will not honor stop payment orders on cashier’s checks or guaranteed checks because they are our obligations, not yours.

TIME-DATED AND POST-DATED CHECKS: You acknowledge that our high-speed automated processing equipment cannot detect time-dated items (i.e., items stating that they are not valid after a specified date or for more than a specified period of time). Therefore, you agree that we are entitled to pay and charge against the relevant account an otherwise properly payable time-dated item after the date or beyond the period stated on such item. Similarly, you acknowledge and agree that our equipment cannot detect post-dated items (i.e., items bearing a date later than the actual calendar date they were written). You agree we can ignore the post-dating of a check unless you give us advance notice of the post-dating. [You agree to make your notice to us in writing, on a form we will provide upon your request.] You agree that the notice SHALL CONTAIN accurate information as to your account number, the check number, the amount of the check and the payee’s name. In addition, you agree we will not be liable for damages resulting from payment of a post-dated check before its date unless your written notice includes a description of your potential damages. You agree to deliver to Legacy your notice at least 3 business days before we receive the item for payment. You agree this procedure is the exercise of “ordinary care” in processing and paying your timely delivered and accurate post-dated check notice. You agree to pay a fee for giving a post-dated check notice as listed on our Service Charge Schedule. You agree to defend and hold us harmless from any claims, demands, suits or other disputes resulting from or relating in any way to any post-dated check notice and to indemnify us for the amount of any such claims, demands, suits or other disputes and any related expenses (including, without limitation, reasonable attorneys’ fees).

CHECK LEGENDS: You acknowledge and agree that due to automated check processing, which helps us keep our customers’ costs as low as possible, we cannot examine checks for legends such as for example: “void if not cashed in 30 days” or “void if in excess of \$100.” Therefore, you agree that we will not have failed to exercise “ordinary care” if we disregard such legends and that we will not be liable for paying a check contrary to the instructions of such legends. You agree we may disregard any information on a check other than information encoded on the MICR line according to general banking standards, whether or not that information is consistent with other information on the check. You agree to reimburse us for any loss or expense we incur because you issue or deposit an item containing such extra information.

STALE CHECKS: You agree that we may, at our option, either pay or dishonor a check that bears a date more than 6 months prior to the date the check is presented for payment, without prior notice to you.

RIGHT OF SET-OFF AND CONSENSUAL SECURITY INTEREST: If you owe us money as an account owner, signer on an account, borrower, guarantor or otherwise, you agree we may use the funds in your account to pay the debt even if our withdrawal of funds results in an interest penalty or dishonor of checks you write. Any joint account owner of a joint account, or partner in the case of a partnership account, or member of a limited liability company, agrees we may use the account to satisfy any one of your individual obligations or obligations of the joint partnership or limited liability company account. Further, except as to Individual Retirement Accounts (IRAs), other tax-deferred retirement accounts, bank credit card debts, an account owner’s right of withdrawal in a representative capacity, or otherwise as prohibited by law, each account owner hereby grants to us a consensual security interest in the deposit account as original collateral for any debt owed to us by any account owner or signer on the account whether that debt is owed as account owner, signer on an account, borrower,

guarantor or otherwise and in an individual, joint, partnership or limited liability company capacity. It is agreed that any exercise of our right of set-off or our security interest will be with notice to you, but that notice may be given after the fact by us.

GARNISHMENT AND LEVY: You agree that any garnishment or levy against your account is subject to our right of set-off and our consensual security interest. You agree that if we receive notice of garnishment or levy, we may refuse to allow any withdrawals from your account until the dispute is resolved or, in Legacy's sole discretion, may pay any unsecured funds that exceed Legacy's fees in response to any process that we reasonably believe represents a valid garnishment, levy or money not secured by us. In such a case, you agree we will not be liable to you if paying money to the garnishing or levying third party leaves insufficient funds to cover outstanding checks. You agree to reimburse us for any expenses we incur in responding to the garnishment or levy. You agree to pay us a fee as disclosed in our Service Charge Schedule under "Garnishment/Levy."

HOLDS AND ADVERSE CLAIMS TO ACCOUNT: You agree we may in our discretion place a hold on funds in your account at any time that we believe in good faith that we may be subject to loss if items are paid or other withdrawals are permitted from the account. Without limiting the generality of the previous sentence, You agree that if after an item that you cashed or deposited to your account is finally paid, someone else makes a claim that it was altered, forged, unauthorized or should not have been paid for some other reason, we may withhold the amount of such item until a final determination has been made as to that claim. You also agree that if we receive notice of an adverse claim to your account, we may, at our sole discretion, either freeze all funds in your account until the adverse claim is resolved or continue to honor your checks (except in the case of a stop payment order following a depositor's death, as explained elsewhere in this Deposit Agreement) until we are served with an appropriate court order or the claimant indemnifies us in a manner acceptable to us.

DISPUTES INVOLVING THE ACCOUNT: You agree to be liable to us for any loss or expense (including, without limitation, reasonable attorneys' fees) that we incur as a result of any dispute involving any of your accounts. You agree that we may deduct any such loss or expense from any of your accounts without prior notice. You also agree that this liability to us includes disputes between you and us involving an account and situations where we become involved in disputes between you and an authorized signer, another owner or a third party claiming an interest in an account. Additionally, you agree that your liability to us includes situations where you, an authorized signer, another owner or a third party takes action with respect to the account that causes us, in good faith, to seek the advice of counsel, whether or not Legacy actually becomes further involved in a dispute or not.

IMPROPER AND MISSING ENDORSEMENTS: You acknowledge to us that Federal regulations now provide that check endorsements must be confined to a specific area on the back left-hand side of the check, and that many checks contain a line or box indicating the appropriate area for endorsements. You agree to accept liability for any loss to us resulting from a delay in returning a check caused by endorsements that are not legible due to material placed on the back of the check from the time the check is issued until its deposit. You also agree that if you fail to endorse an item that you cash or submit for deposit, we have the right, but are not obligated, to supply the missing endorsement. You agree that we may require that certain items be personally endorsed by each of the payees when presented to us by you. You agree to reimburse us for any loss we incur because an item is not endorsed exactly as drawn (for example, a check drawn to Thomas L. Jones is endorsed T.L. Jones). According to UCC requirements "for deposit only" is no longer a valid endorsement, unless it accompanies the signature of an account owner or signer. We will not accept "without recourse" as a valid endorsement under any circumstances.

SERVICE CHARGES: You agree to pay any service charges that apply to your account. You agree that we may deduct service charges from your account without prior notice to you. You agree we will not be liable to you for dishonoring items or other withdrawal orders because of insufficient funds resulting from proper deduction of service charges. You acknowledge receipt of and agree to the service charges as are outlined in the Service Charge Schedule ("schedule") that was given to you when an account was opened and the "schedule" is hereby made a part of this Agreement. You agree that the service charges may be changed at any time and from time to time at our discretion in accordance with the applicable provisions of this Agreement.

BACKUP WITHHOLDING: Under penalties of perjury, you agree and certify that the taxpayer number shown on your signature card is your correct taxpayer identification number. Further, you agree and certify that you are not subject to backup withholding, either because you have not been notified that you are subject to backup withholding

as a result of failing to report all interest or dividends, or the IRS has notified you that you are no longer subject to backup withholding.

DORMANT ACCOUNTS AND ESCHEAT LAWS: You agree that an account is considered to be dormant if it has no customer activity for a period of two years. You agree that dormant accounts are subject to normal service charges by us and will be subject to additional service charges. You acknowledge that funds in dormant accounts are subject to Oklahoma statutes requiring us to turn over the funds in such accounts to the State of Oklahoma after five years of no customer activity and no customer contact.

RESERVE RESTRUCTURING: You acknowledge Legacy's right to periodically reclassify balances in your transaction account for the purpose of the Federal Reserve System's Regulation D. You agree that this reclassification will be accomplished by our periodically reallocating funds between two different types of subaccounts. You acknowledge and agree that in this reallocation, one subaccount will be the same type of account as your account and the other will be a type of savings account. You agree that if your account is a regular checking account, Legacy may require at least seven days written notice from you of withdrawal prior to transfer of any funds from the savings subaccount. You acknowledge that this reserve restructuring will not affect your bank statement, balance, interest, FDIC insurance or any other features of your accounts.

FORUM FOR ACCOUNT DISPUTES: You agree that you will submit to a non-jury judicial determination in any controversy between you and us and further agree that the forum for any litigation with us regarding your accounts or this Agreement is in the District Court of Caddo County, Oklahoma.

AMENDMENTS TO AGREEMENT: You agree that we may amend any term of this Agreement at any time, or from time to time, by giving you prior notice of an amendment. You agree that any such amendment will become effective on the date specified in the relevant notice. If you continue to maintain your account(s) after the effective date of the notice, then you will have agreed to the amendment. If you do not like the amendment, then you may close your account before the amendment becomes effective. You agree that we may also change the type and amount of service charges that apply to any account in the same manner as any amendment by prior notice and you agree to such changes if you continue to use your account after the effective date of the notice.

WAIVER: You agree that we have the right to waive enforcement of any term(s) of this Agreement with respect to any transaction or series of transactions. You agree that if we waive enforcement of any term(s) on one or more occasions with respect to your account, such waiver will not affect our right to enforce the same term(s) with respect to other customers' accounts, or to enforce the same term(s) with respect to later transactions affecting your account(s).

TERMINATING THIS AGREEMENT AND CLOSING YOUR ACCOUNT: You agree that either of us may terminate this Agreement and close your account(s) at any time. You acknowledge and agree that closing your account terminates this Agreement. To close your account, you agree to give us written notice on a form approved by us. You agree that until we receive this form and record it in our record of your account(s); you remain liable to us for any additional fees and charges incurred. If we close your account, we agree to give you notice and tender the account balance to you. You agree that this notice may be given after the account has been closed. You agree that this notice from us to any account owner will be notice to all the account owners. If we close a joint account, whether at your request or based on our decision, you agree that any check issued by us to close the account may be made payable to any account owner or to all account owners jointly. When you or we close your account, you agree to be liable to us for maintaining sufficient funds in your account(s) to cover any outstanding checks and you agree to pay all accrued fees or charges to us. If you close an interest-bearing savings or transaction account before accrued interest is credited, you agree that you may not receive the accrued, uncredited interest.

INDEMNIFICATION: You agree to indemnify and hold us harmless from and against any loss or expense (including, without limitation, reasonable attorneys' fees) because of any claim made by any person or entity by reason of our handling of any item on the terms set forth in this Agreement.

ELECTRONIC FUNDS TRANSFER SERVICES AGREEMENT & DISCLOSURE STATEMENT

This portion of the Agreement between you and Legacy covers electronic fund transfer service and Fiserv Card(s) ("Card(s)").

Terms and conditions relating to electronic funds transfers conducted via Legacy Bank Online Banking are provided

in the Legacy Bank Online Banking Terms and Use Agreement, which you received at the time you applied for that product, and should be read and understood in conjunction with this Agreement. To the extent that the terms or conditions of the Legacy E-Bank Access Agreement conflict with this Agreement, the Legacy E-Bank Access Agreement shall control with respect to transactions initiated via Legacy Bank Online Banking. In all other cases, this Agreement shall control.

DO NOT write your personal identification number (PIN) on anything or keep it in any form with your card.

1. TYPES OF ELECTRONIC FUND TRANSFERS AVAILABLE:

A. Preauthorized Transfers

You may arrange for deposits to be made to your deposit account(s) automatically when certain scheduled recurring payments are received by us. You may arrange for this service for such payments as Social Security payments, pension and annuity payments, compensation payments from your employer, or other recurring payments. You may also authorize us to make scheduled, recurring payments out of your checking or other transaction account to pay various individuals and organizations (for example, premium payments to your insurance company). Call us to find out how to arrange for either of these services.

B. Terminal Transfers

At the time you applied for a Card(s), you selected and qualified for the services currently accessible by your Card(s). Your Card(s) presently gives you access only to those services; however, you may request other services if you desire. Depending on which services you request and qualify for, and subject to the terms of applicable depository agreements with us, you may use your Card(s) to:

- 1) Withdraw cash from your deposit accounts;
- 2) Make deposits to your deposit accounts;
- 3) Pay for purchases from merchants who have agreed to accept the Card(s) for that purpose;
- 4) Transfer funds between your deposit accounts whenever you request;
- 5) Pay bills directly by telephone from your deposit accounts in the amounts and on the days you request; and
- 6) Inquire as to the amount of your "available balance".

Some of these services may not be available at all Terminals. ["Terminal(s)" refers to those automated teller machines and other electronic terminals in which you may use your Card(s).]

You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check card to:

- 1) Pay for purchases
- 2) Pay bills

You may use your Card(s) in the terminal to withdraw cash from your deposit accounts, up to the amount of your "available balance," not exceeding daily limit per day, per Card. Cash withdrawals made at merchant-assisted terminals will be subject to the maximum withdrawal limit established by the merchant; however, this limit will not exceed the limit outlined below. We may raise or lower your limit or eliminate certain services at any time. You will be notified of any future changes in your limit or available services.

C. Other Transfers

You may initiate a transfer via Automated Clearing House (ACH) if you provide a check to enable a merchant or other payee to capture the routing, account, and serial numbers to initiate the transfer, whether the check is blank, partially completed, or fully completed and signed; whether the check is presented at the point of sale (POS) or is mailed to a merchant or other payee or lockbox and later converted to an EFT; or whether the check is retained by

you, the merchant or other payee, or payee's financial institution.

You may initiate a payment made by a bill payer under a bill-payment service available to you via computer or other electronic means, unless the terms of the bill-payment service explicitly states that all payments, or all payments to a particular payee or payees, will be solely by check, draft, or similar paper instrument drawn on your account, and the payee or payees that will be paid in this manner are identified to you.

2. **DOCUMENTATION OF TRANSFERS:** At the time of any card transaction using an ATM or point of sale terminal, you may receive a transaction receipt.

If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us to find out whether or not the deposit has been made. You will get a monthly account statement. However, with respect to a savings account, if there are not electronic fund transfers in a particular month, you will get the statement at least quarterly.

LIMITATIONS ON TRANSFERS: Withdrawals may be subject to the following limitations:

- a) You may withdraw a maximum of \$500 or your available account balance (whichever is less) from an electronic terminal, such as an ATM, per day between the hours of 2:00 p.m. to 2:00 p.m. the following day. Some non-Legacy ATM machines have other pre-set limits which may be less.
- b) You may use your Check Card to purchase up to \$2,000 in goods and services each day, as long as the available balance of your account is sufficient to cover the aggregate of all purchases.
- c) Also, note that at certain times mechanical malfunctions to the system may cause withdrawals to be limited until the malfunction can be corrected.

Higher daily limits may be granted upon customer request.

Illegal use: You agree that you will not use and will not permit anyone else to use the card(s) unlawfully, for any illegal purpose, activity or transaction. Gambling transactions, legal or illegal, may be blocked.

3. **FEES AND CHARGES:** You agree to pay any charges for ATM/Check Card transactions made at non-Legacy money machines. You can find a list of over 500 non-Legacy Bank ATMs that you may use without being charged a fee at www.legacybank.com. There is no charge for preauthorized transfers. You agree to pay for any charge for replacement cards, special cards, or additional Card(s) or Personal Identification Numbers (PINs) requested. Please refer to the Service Charge Schedule for specific fee information related to electronic fund transfers.

If you use your Card to access an account that does not have a sufficient available balance to complete the transaction or that would exceed the daily authorization limit attached to your card, we may, at our discretion, authorize the transaction. If we authorize a transaction that overdraws your account, we may assess a fee as described above in the section titled INSUFFICIENT FUNDS & WITHDRAWALS, and as set forth in the Service Charge Schedule. You may opt out of any discretionary overdraft program for ATM and check card transactions.

You agree that Legacy may make future changes in Account and/or Card(s) service charges, subject to our giving you notice as required by law.

*To avoid additional charges -- when making any purchase using your legacy Check Card, if the merchant or transaction machine asks, if this is a credit card or debit card, always choose "Credit Card." You agree that any charges will be taken from your checking account and not be billed to you on a revolving charge basis.

If you use an ATM not owned by Legacy, you acknowledge that you may be charged a fee by the ATM operator or any network used. You further acknowledge that you may be charged a fee for a balance inquiry even if you do not complete a fund transfer.

4. **PROCEDURES FOR REPORTING LOST OR STOLEN CARD(S):** You agree to notify us AT ONCE if you believe your Card(s) and/or PIN have been lost or stolen, or if you believe that an electronic fund transfer has been made

without your permission. Telephoning is one of the best ways of keeping your possible losses down. The address and phone number are shown on the back page of this Agreement. You acknowledge you could lose all the money in your account(s) (plus overdraft privilege). It is agreed that if you tell us within 2 business days of the lost or stolen facts, you can lose no more than \$50 on a consumer account if someone used your Card(s) without your permission. It is agreed that if you do NOT tell us within 2 business days after you learn of the loss or theft of your Card(s), and we can prove we could have stopped someone from using your Card(s) without your permission if you had timely told us, you could lose as much as \$500. For business accounts, the loss could be greater.

Also, if your statement shows transfers that you did not make, including those made by card, code, or other means, you agree to tell us immediately. You agree that 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 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. It is agreed that if a good reason kept you from notifying us in a prompt manner, we may, at our discretion, extend the time periods for notifying us. You should also call the number or write to the address listed on the back page of this agreement if you believe a transfer has been made without your permission.

Unless opt-out is requested, Visa provides updated card information files daily to participating on-file merchants in order to ensure payment continuity and uninterrupted service. This includes new and reissued cards. In order to opt- out of this service, please contact customer support at 405-748-2535.

5. **BUSINESS DAYS:** You acknowledge our business days are Monday through Friday, 8:00 a.m. to 5:00 p.m., with exception of legal holidays.
6. **STOPPING PAYMENT OF PREAUTHORIZED TRANSFERS FROM YOUR ACCOUNT:** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. You agree to call or write us in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, it is agreed we may also require you to put your request in writing and get it to us within 14 days after you call. (You agree to pay us a fee for each stop-payment order you give.) If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and if we do not do so, we will be liable only for your actual damages proved. You may use your Card(s) to purchase goods and make withdrawals. **YOU ACKNOWLEDGE YOU CANNOT AND WILL NOT PLACE A STOP PAYMENT ON ANY TRANSACTION MADE WITH YOUR CHECK CARD.**
7. **OUR LIABILITY FOR FAILURE TO MAKE TRANSFERS:** If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:
 - If, through no fault of ours, you do not have enough money in your account to make the transfer.
 - If the Terminal where you are making the transfer does not have enough cash.
 - If the Terminal was not working properly and you knew about the breakdown when you started the transfer.
 - If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
 - If you have reported your Fiserv Card(s) as lost or stolen.
 - If your Card(s) is canceled.
 - If the funds in your account are unavailable because of a garnishment, levy, or other hold requirement imposed upon us by law or by government agency or court orders.
8. **CONFIDENTIALITY:** Please see the section of the agreement entitled Depositor Privacy regarding circumstances under which we **may** disclose information to third parties about your account.
9. **CANCELLATION:** You agree that we are not, under any circumstances, obligated to reissue a lost or stolen Card(s). You agree we may cancel or invalidate your Card(s) at any time. You may cancel your Card(s) by cutting them in half and returning the pieces to us at the address set forth on the back page of this agreement.
10. **CLOSING YOUR ACCOUNTS:** If you close all of your deposit accounts with us which are accessible by the Card(s), you agree to destroy the Card(s).

11. **APPLICABLE LAW** The validity, construction and enforcement of this agreement, and all matters arising out of the issuance and use of the Card(s) and electronic fund transfers, shall be governed by the laws of the State of Oklahoma to the extent not preempted by federal law. We may amend this agreement at any time. Notice of such changes will be given to you as required by law.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

You agree to promptly telephone us or write to the Error Resolution Coordinator at the address listed on the back, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared or you agree that the error or problem is waived by you.

In communicating errors to us under this section, you agree to:

- a) Tell us your name and account number.
- b) Describe the error or the transfer you are unsure about including approximately when the transaction took place, and explain as clearly as you can why you believe it is an error or why you need more information.
- c) Tell us the dollar amount of the suspected error.

If you tell us orally, you agree that we may require that you send us your complaint or question in writing within 10 business days and, if so, you agree to do so.

For ATM and other Electronic Transfers from a consumer account, we will tell you the results of our investigation within 10 business days after we hear from you and will correct any error as promptly as possible; however, you agree that if we need more time, we may take up to 45 days to investigate your complaint or question. You agree that if we decide to do this, we will recredit your account within 10 business days 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. You agree that if we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we have the option to not recredit your account.

For Point-Of-Sale Transactions from a consumer account, we will tell you the results of our investigation within 10 business days after we hear from you and will correct any error promptly. You agree that if we need more time, we may have 90 days to investigate your complaint or question. If we decide to do this, we will recredit your account within 10 business days 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. You agree that if we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we have the option to not recredit your account.

For POS, ATM, and other Electronic Transfers involving New Accounts (within 30 days after the first deposit to the account was made), you agree we may have 90 days to investigate your complaint or question, provided we credit your account for the amount in question within 20 business days.

You agree that if we decide that there was no error, we will send you a written explanation within 3 business days after we finish our investigation. It is agreed that you may, upon request, have copies of the documents that we used in our investigation.

It is agreed that for transactions conducted with a Visa check card, your liability for unauthorized transfers may be limited to zero and provisional credit may be provided within 5 business days.

Wholesale Credits Subject to UCC 4A

Credit given by us to you with respect to an automated clearing house credit entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive such final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to you in connection with such entry, and the party making payment to you via such entry (i.e. the originator of the entry) shall not be deemed to have paid you in the amount of such entry.

Under the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account, we are not required to give next day notice to you of receipt of an ACH item and we will not do so. However, we will continue to notify you of receipt of payments in the periodic statements we provide to you.

We may accept on your behalf payments to your account which have been transmitted through one or more ACHs and which are not subject to the Electronic Fund Transfer Act and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state of Oklahoma as provided by the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account.

Confidentiality and Security

Because of our concern for your privacy and our desire to maintain your trust, we carefully restrict access to nonpublic personal information about you to those employees who need to know that information to provide products or services to you and to avoid unauthorized access to your information. We maintain physical, electronic, and procedural safeguards that comply with federal standards to protect your nonpublic personal information. This includes information for closed accounts.

Our employees are trained relative to the value of safeguarding the privacy of all customer information. Any employees in violation of our principles will be subject to disciplinary action.

Communications

Subject to federal and state law, we may monitor or record phone calls for security reasons, to maintain a record, and to ensure that you receive courteous and efficient service. You consent in advance to any such recording. To provide you with the best possible service in our ongoing business relationship for your account, we may need to contact you about your account from time to time by telephone, text messaging, or email. In contacting you about your account, we may use any telephone numbers or email addresses that you have previously provided to us by virtue of an existing business relationship or that you may subsequently provide to us. You acknowledge that the number we use to contact you may be assigned to a landline, a paging service, a cellular wireless service, a specialized mobile radio service, other radio common carrier service, or any other service for which you may be charged for the call. You acknowledge that we may contact you by voice, voicemail, or text messaging. You further acknowledge that we may use pre-recorded voice messages, artificial voice messages, or automatic telephone dialing systems. Unless required by law or we have agreed otherwise in writing, we are not required to act upon instructions you give us via facsimile transmission, email, voicemail, or phone call to a facsimile number, email address, or phone number not designated by us for a particular purpose or for a purpose that is unrelated to the request or instruction. If necessary, you may change or remove any of the telephone numbers, email addresses, or other methods of contacting you at any time using any reasonable means to notify us.

Conclusion

Should you ever have reason to believe that someone has gained unauthorized access to your Legacy account or any information on our records, please advise an employee at any of our offices promptly. Upon your notification, we will make every effort to expeditiously resolve any such problems.

Legacy Bank

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