

E-Sign Disclosure and Consent Notice

Please take this opportunity to review the following disclosures and information as it is applicable to all accounts that You maintain at BankDirect, a division of Texas Capital Bank, N.A. (referred to as “Bank”) and access using the Electronic Banking Services.

As part of Your relationship with Us, We want to ensure You have all of the information You need to effectively manage Your accounts. Our goal is to provide You with as many options as possible for receiving Your account documents. We are required by law to give You certain information “in writing” – which means, You are entitled to receive it on paper. We may provide some of this information to You electronically, instead, with Your prior consent. PLEASE REVIEW THIS E-SIGN DISCLOSURE AND CONSENT NOTICE (“E-SIGN AGREEMENT”) CAREFULLY AS YOUR ACCEPTANCE OF ITS TERMS WILL BE EFFECTIVE AND ENFORCEABLE AGAINST YOU UNLESS EXPRESSLY WITHDRAWN BY YOU AS PROVIDED FOR HEREIN.

APPLICABILITY OF CONSENT TO RECEIVE COMMUNICATIONS ELECTRONICALLY This E-SIGN Agreement describes how We communicate with You electronically, provides additional detail about the Electronic Communications We provide You, and sets out the hardware and software requirements You need to receive these Electronic Communications. This E-SIGN Agreement applies only to Bank’s Electronic Banking Services, including the Bill Pay Services and Mobile Banking Services (collectively, “Services”).

ELECTRONIC COMMUNICATIONS By Your acceptance of this E-SIGN Agreement, You agree and consent to receive electronically all communications, agreements, documents, notices, disclosures, instructions, online statements and any other information and communications regarding Your accounts, services and products, the use of Our websites, and/or other programs, products or services that are or may be made available to You in the future (collectively, “Electronic Communications”) that We provide in connection with the Services. Electronic Communications include, but are not limited to: legal disclosures, agreements, instructions, online statements, fee schedules, privacy statements or notices, tax statements, communications, and all other notices and updates related to the Services. We may provide these Electronic Communications to You by posting them on Bank’s website, emailing them to You at any email address You have provided to Us, or making them accessible in Bank’s Electronic Banking portal. Electronic Communications will be provided online and viewable using in-app display features, browser software or .pdf files. In such cases, You will be able to print the Electronic Communication and/or have it emailed to You.

RECEIPT OF ELECTRONIC COMMUNICATIONS; CONTACT INFORMATION Electronic Communications will be deemed received by You within 24 hours of the time such Electronic Communication is posted or sent to You. It is Your responsibility to keep Your email address current so that We can send You Electronic Communications. You agree that if We send You an Electronic Communication but You do not receive it because Your email address on file is incorrect, out of date, blocked by Your service provider, or You are otherwise unable to receive Electronic Communications, We will be deemed to have provided the Electronic Communication to You. If You use a spam filter or similar software that blocks or re-routes emails from senders not listed in Your email address book, We recommend that You add Bank to Your email address book so that You can receive Electronic Communications by email. You can update Your email address by logging into the Bank’s Electronic Banking portal and updating it there, or by contacting Us at the Client Support phone numbers provided below, or by contacting us as set out in the “Our Client Support Contact Center Information” section of the Electronic Banking Services Terms and Disclosures.

REQUIRED HARDWARE AND SOFTWARE You are responsible for maintaining all software and hardware necessary for receiving, viewing and maintaining record of the Electronic Communications. By Your acceptance of this E-SIGN Agreement, You represent that You will maintain all hardware and software necessary to receive, view and maintain (including, but not limited to saving and/or printing) any Electronic Communications provided to You. You must have: (a) a valid email address on file with Us; (b) a computer, mobile device, tablet or similar device with internet access and current browser software and computer software that is capable of receiving, accessing, displaying, and either printing or storing Electronic Communications received from Us; and (c) sufficient storage space to save Electronic Communications (whether presented online, in emails or .pdf) or the ability to print Electronic Communications. We may revise the hardware and software requirements from time-to-time and will notify You if there are any material changes to the hardware or software needed to receive Electronic Communications from Us. By Your acceptance of this E-SIGN Agreement, You are confirming that You have access to the necessary equipment and are able to receive, open, and print or download a copy of any Electronic Communications for Your records. You may print or save a copy of these Electronic Communications for Your records as they may not be accessible online at a later date. You are responsible for the installation, maintenance, and operation of Your computer or electronic device. You agree that We are not responsible for any errors or failures from any malfunction of Your computer or electronic device, for any virus, other problems or changes that may be associated with the use of Your computer or electronic device, including, for example, the cost of Your internet service provider.

ADDITIONAL COPIES Additional electronic copies of any Electronic Communication may be provided to You without charge by contacting Us within 90 days of the original date of the communication. You may also request paper copies of any Electronic Communication within 90 days of the communication by contacting Us as provided in the “Our Client Support Contact Center Information” section of the Electronic Banking Services Terms and Disclosures. We reserve the right to assess a reasonable fee for providing such paper copies to the maximum extent permitted by law.

HOW TO WITHDRAW YOUR CONSENT You may withdraw Your consent to receive Electronic Communications by contacting Us at the Client Support phone number provided below, or by contacting us as set out in the “Our Client Support Contact Center Information” section of the Electronic Banking Services Terms and Disclosures. If You fail to provide Your consent to this E-SIGN Agreement, or if You withdraw Your consent to receive Electronic Communications, We reserve the right to deny You access to the Services until You have properly re-enrolled in the Services through Client Support at the phone number provided below and the required disclosures have been provided in writing and You have



delivered to Us such other documents and information as We may require. **IF AT SOME POINT IN THE FUTURE YOU NO LONGER WANT TO RECEIVE ELECTRONIC COMMUNICATIONS, YOU MAY REVOKE YOUR CONSENT, BUT DOING SO WILL NOT AFFECT THE LEGAL EFFECTIVENESS, VALIDITY OR ENFORCEABILITY OF ELECTRONIC COMMUNICATIONS THAT WERE MADE AVAILABLE TO YOU PRIOR TO THE IMPLEMENTATION OF YOUR REVOCATION OF CONSENT FOR ELECTRONIC DELIVERY.**

BankDirect Client Support: 877.839.2737

FEDERAL LAW; TERMINATION AND CHANGES By Your acceptance of this E-SIGN Agreement, You acknowledge and agree that Your consent to Electronic Communications is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act (“E-SIGN Act”), and that You and We both intend that the E-SIGN Act apply to the fullest extent possible to validate our ability to conduct business with You by electronic means. You further agree that each time You access your account via the Services You affirm Your agreement to be bound by the terms and conditions of this E-SIGN Agreement unless You have revoked such consent as provided for herein. We reserve the right, in our sole discretion, to discontinue the provision of Your Electronic Communications, or to terminate or change the terms and conditions on which We provide Electronic Communications. We will provide You with notice of any such termination or change as required by law.

ACCEPTANCE OR DECLINE

BY YOUR ACCEPTANCE OF THIS E-SIGN AGREEMENT, YOU ARE AGREEING TO ALL TERMS AND CONDITIONS CONTAINED IN THIS E-SIGN AGREEMENT AND CONSENT TO RECEIVE DISCLOSURES AND OTHER DOCUMENTS ELECTRONICALLY AS PROVIDED FOR HEREIN. YOU ARE ALSO CONFIRMING THAT YOU HAVE THE HARDWARE AND SOFTWARE DESCRIBED ABOVE AND YOU ARE ABLE TO RECEIVE AND REVIEW ELECTRONIC RECORDS AND THAT YOU ARE AUTHORIZED TO, AND DO, CONSENT ON BEHALF OF ALL THE OTHER ACCOUNT OWNERS, AUTHORIZED SIGNERS, AUTHORIZED REPRESENTATIVES, OR OTHER DELEGATES IDENTIFIED IN ANY OF YOUR ACCOUNT AGREEMENTS.

BY YOUR ACCEPTANCE OF THIS E-SIGN AGREEMENT, YOU AGREE WE MAY RELY ON AND ENFORCE THIS E-SIGN AGREEMENT IN THE SAME MANNER AS WE WOULD A PAPER VERSION OF THE DOCUMENT WITH YOUR WRITTEN SIGNATURE.

PLEASE CLICK “I AGREE,” IF YOU AGREE TO THE TERMS AND CONDITIONS OF THIS E-SIGN CONSENT AND DISCLOSURE NOTICE.