

E-SIGN DISCLOSURE AND ELECTRONIC COMMUNICATIONS AGREEMENT

As part of your relationship with us, we want to ensure you have all of the information you need to effectively manage your accounts, products, and services. Certain laws and regulations require us to provide specific information to you “in writing,” which means you are entitled to receive it on paper. With your permission, we may instead provide some of this information to you electronically, as well as collect your electronic (rather than manual) signature(s) and store your records electronically.

This E-Sign Disclosure and Electronic Communications Agreement (the “E-Sign Agreement”) provides additional detail about the communications, disclosures, agreements, notices and other documents that Texas Regional Bank (“Bank,” “we,” or “us”) would propose to send to, store for and sign with you electronically, and sets out hardware and software requirements you need to receive these electronic communications. This E-Sign Agreement covers all of your accounts, products and services with Texas Regional Bank, and any accounts, products or services with Bank that you apply for, use, administer or access, now or in the future, that are electronically accessible, available through the Internet, email, a website, messaging services, and/or software applications for mobile or hand-held devices (together, “Digital Channels”).

The words “you” and “your” mean you, the individual(s) or entity identified on any Texas Regional Bank account, product, or service you have with us now or in the future, including but not limited to, any account, product, or service you open electronically through Digital Channels. This E-Sign Agreement will be effective until expressly withdrawn by you.

Generally

You understand you must read this E-Sign Agreement carefully and keep a copy for your records. In order to apply for, register for, use, administer or access your account, product or service that Bank offers you (each as Bank may allow) electronically through the Digital Channels, you agree and consent to the electronic delivery of communications we provide to you. You also agree to the use of electronic records and electronic signatures throughout your relationship with Bank.

Examples of electronic communications we MAY send under this E-Sign Agreement (“Electronic Communications”) include, but are not limited to:

1. This E-Sign Agreement and any amendments;
2. Disclosures, agreements, acknowledgments, notices and other information or documents related to the opening or initiation of an account, product, or service you have applied for or have with Bank, including, but not limited to, account agreements, fee schedules or other disclosures or notices that may be required by federal or state laws or regulations;
3. Service or user agreements for services available via Digital Channels or access to our websites or other electronic services and any amendments to these agreements;
4. Communications related to any Bank account, product or service;
5. Periodic account and activity statements concerning your Bank account, loan statements or invoices, disclosures and notices we provide to you concerning your Bank account, product or service;
6. Notices of amendments to any of your agreements with us; and

7. Other disclosures and notices we are legally required to provide to you or choose to provide to you in our discretion.

With your consent, Bank can deliver Electronic Communications to you by displaying the documents electronically and can request you sign (manually or electronically), print and/or download the documents and retain them for your records. You agree to notify us immediately via telephone, facsimile, email, or by visiting one of our banking centers during normal banking hours of any change in your email address or other contact information.

We recommend that you print or download a copy of this E-Sign Agreement and all Electronic Communications to retain for your permanent records.

Additional Copies

You have the right to request that Bank provide you in non-electronic (paper) form any of your Electronic Communications, although you are aware that charges and fees for such non-electronic copies may be charged in accordance with Bank's most current fee schedule. You may request paper copies of your Electronic Communications within 90 days of the original date of the Electronic Communication by visiting one of our banking centers during normal banking hours.

Hardware and Software Requirements

You will need a device with Internet access. Bank uses Adobe® Acrobat Sign® to obtain digital or electronic signatures. To view the most UpToDate system requirements, you may access the following link: <https://helpx.adobe.com/sign/system-requirements.html> (Note that by clicking the link, you will be taken to a third-party site not managed by Bank. As a result, different security or privacy practices may apply. We do not endorse, recommend, or guarantee any products or services contained at the linked page.)

Certain Electronic Communications may be available in PDF format only. You will need a program that accurately reads and displays PDF files. You agree that you have provided Bank with a valid e-mail address and can access, download, and print PDF files. You agree to notify us promptly of any change in your email address. We recommend you keep your security settings up to date and that you enable JavaScript.

To print Electronic Communications, you must have a printer connected to your computer. To download Electronic Communications, if available, you must have sufficient hard-drive space to store the relevant materials.

If there is a change in the hardware or software requirements needed to access or retain electronic records, and such change creates a material risk that you will not be able to access or retain subsequent electronic records subject to your consent granted by this E-Sign Agreement, we will provide you with a statement of the revised hardware and software requirements for access to and retention of electronic records, as permitted by the E-Sign Agreement. You will have the right to withdraw consent as permitted under this E-Sign Agreement.

How to Withdraw Your Consent

You may revoke your consent to this E-SIGN Agreement at any time. To revoke your consent to electronic statements, log on to TRB Online Banking to change your statement delivery option to paper statements, or call us at 855-534-4433.

To withdraw your consent to this E-Sign Agreement altogether, call Bank at 855-534-4433.

Your withdrawal of consent is effective only after you have communicated your withdrawal to Bank as described above and Bank has had a reasonable period of time to act upon your withdrawal. Revoking your consent will not affect the legal effectiveness, validity or enforceability of Electronic Communications, electronic records or electronic signatures that were made available to you, created by you, stored, or signed prior to your revocation of consent.

Federal Law; Termination and Changes

You acknowledge and agree that your consent 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. We reserve the right, in our sole discretion, to discontinue your participation in Electronic Communications at any time, 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.

Agreement and Acknowledgement

By agreeing and consenting to this E-Sign Agreement, you represent and warrant: (i) you have read, understood, and agree to the terms of this E-Sign Agreement; (ii) you consent to receive Electronic Communications, have your records electronically stored and use electronic signatures with us (each as Bank may allow), as stated in this E-Sign Agreement; and (iii) the Internet devices you will use to access the Electronic Communications meet the system requirements to access information and to retain information as stated in this E-Sign Agreement.

If you DO NOT want to consent to receiving Electronic Communications, PLEASE EXIT THIS ENROLLMENT SCREEN NOW. You understand that if you DO NOT want to consent to receiving Electronic Communications, you should not proceed.

NOTE: Bank makes this agreement available for review by request. The foregoing provisions in the section titled “Agreement and Acknowledgement” are applicable only in the event you are accepting this E-Sign Agreement to enroll in and receive Electronic Communications. If you are reviewing a copy of this E-Sign Agreement during any other time or if a copy is provided to you in another form, you understand and acknowledge that there may be no consent process associated with the review of the copy provided to you.

Texas Uniform Single-Party or Multiple-Party Account Disclosure

NOTICE: The ownership of an account is determined by the type of account selected. Carefully read the following information before you select an account type. The type of account you select may determine how property passes upon your death.

Texas Regional Bank only supports two available options for account applications submitted Online: Option (1) Single-Party Account, and Option (2) Single-Party Account with P.O.D (Payable on Death) Designation.

All options are available in-branch. If you wish to apply for an account under a different party selection not available Online, or want to modify your party selection after account opening, please visit us in-person at one of our branches.

■ (1) SINGLE-PARTY ACCOUNT

The account is owned by one party. On the death of the party, ownership of the account passes as part of the party's estate under the party's will or by intestacy.

■ (2) SINGLE-PARTY ACCOUNT WITH P.O.D. (PAYABLE ON DEATH) DESIGNATION

The account is owned by one party. On the death of the party, ownership of the account passes to the P.O.D. beneficiaries designated. The account does not pass under the party's will or by intestacy.

■ (3) MULTIPLE-PARTY ACCOUNT WITHOUT RIGHT OF SURVIVORSHIP

The parties to the account own the account in proportion to the parties' net contributions. The financial institution may pay any sum in the account to a party at any time. On the death of a party, the party's ownership passes as part of the party's estate under the party's will or by intestacy.

■ (4) MULTIPLE-PARTY ACCOUNT WITH RIGHT OF SURVIVORSHIP

The parties to the account own the account in proportion to the parties' net contributions. The financial institution may pay any sum in the account to a party at any time. On the death of a party, the party's ownership passes to the surviving parties.

■ (5) MULTIPLE-PARTY ACCOUNT WITH RIGHT OF SURVIVORSHIP AND P.O.D. (PAYABLE ON DEATH) DESIGNATION

The parties to the account own the account in proportion to the parties' net contributions. The financial institution may pay any sum in the account to a party at any time. On the death of a party, ownership passes to the surviving parties. On the death of the last surviving party, ownership passes to the P.O.D. beneficiaries.

■ (6) CONVENIENCE ACCOUNT

The parties to the account own the account. A convenience signer may make transactions on the account for the parties but does not own the account. On the death of the last surviving party, the account passes as part of that party's estate under the party's will or by intestacy.

■ (7) TRUST ACCOUNT

The parties named as trustees own the account in trust for the beneficiaries. The trustees may withdraw funds. On the death of the last surviving trustee, the account passes to the beneficiaries.
