

Understanding Your Deposit

Important Funds Availability Information

INTRODUCTION

At Futura Bank, we are pleased to have you as a customer. We are a full-service financial institution offering products and services which meet your personal, business, and international needs. We at Futura Bank, are committed to providing you the security you expect along with the friendly caring service you deserve.

This brochure contains rules and regulations which govern your deposit account(s) with us. Should you have any questions, please contact us.

CHECKING, NOW, MONEY MARKET & SAVINGS ACCOUNTS

Rules and Regulations

By signing an application or a signature card, or by accepting a copy hereof, the owner of any account with Futura Bank, (such owner being hereinafter referred to as the “Depositor” and Futura Bank, being hereinafter referred to as the “Bank”) shall be governed by the following Rules and Regulations. (Words used in the singular form hereinafter shall be deemed to imply the plural where applicable).

1. JOINT ACCOUNT

When an account is opened in the name of two or more persons and designated as a joint account, the balance from time to time in the account and all deposits therein shall be the property of all such persons as joint tenants with right of survivorship and the Bank may make payment to or on the order of any of them or to any one or more of the survivors among them and these provisions shall not be affected by the death, insanity or other disability of the person to whom payment is not made. Each joint Depositor authorizes the other to endorse for deposit and to deposit in said account all items belonging or payable to any one or more of them. Any or all moneys or items received (whether or not belonging to or payable to any or all of them) for credit or debit to the said account may, with or without endorsement, in the absence of the Bank’s receipt of contrary instructions in writing, be credited or debited to the said joint account. The Bank shall be protected in relying upon the authorization contained in the immediately two preceding sentences until actual receipt by it of written notice of the termination thereof, whether such termination be by operation of law or otherwise. Each joint Depositor shall be entitled to pledge all or part of the funds in a joint account only with the signatures of all joint Depositors and only with the Bank’s prior approval. Each joint Depositor shall be jointly and severally liable for repaying any overdraft regardless of whether or not that joint Depositor signed the instrument creating the overdraft or benefitted from the overdraft.

2. MINORS

When an account stands in the name of a minor, such minor may make withdrawals in the same manner as if he were of legal age. When an account stands in the name of an individual as trustee for a minor, the minor may not make withdrawals unless assented to in writing by the trustee.

3. CORPORATE ACCOUNTS

Corporations, partnerships, associations, and other organizations may establish an account subject to the same rules and regulations as govern accounts of individual depositors. Unless otherwise excepted by the Bank, a non-individual depositor shall be bound by any acts committed by any persons designated as its duly

authorized signatories in an application or signature card.

4. SERVICE CHARGES

All accounts opened by the Depositor shall be subject to such service and maintenance charges as the Bank adopts from time to time. The charges shall be deducted from the amount on deposit and shall be set forth in the Depositor's statement of account. A schedule of charges may be obtained from the Bank. However, the Depositor shall be responsible for paying on demand any charges not so deducted.

5. DORMANT ACCOUNTS

An account is considered dormant when the Depositor has not initiated any debit or credit activity for one year. All dormant accounts will be assessed the standard monthly service charge, regardless of the balance in the account or in related accounts. Under applicable state law, in Florida, and Texas, the Bank may be required to send to the appropriate state authorities as abandoned property any funds in the account if the account has been inactive for an extended period of five years or three years if the last known mailing address of the Depositor on file with the Bank is in Texas. The Depositor can prevent this by making a deposit or withdrawal or notifying the Bank in writing that the Depositor is aware of the account's existence. Once funds are sent to the state, they are held in trust for the benefit of rightful.

claimants and claims must be made directly to the state.

6. STATEMENT OF ACCOUNT

A statement of account for Checking, NOW or Money Market accounts together with canceled check images shall be rendered each month on such dates as the Bank may elect. A statement of account for Savings accounts shall be rendered on a quarterly basis (or monthly when an EFT has been made). In the absence of specific written instructions, the Bank shall be authorized to mail any statements and correspondence to the last known mailing address of the Depositor on file with the Bank. The Depositor shall exercise reasonable care and promptness in examining each statement of account and shall report to the Bank, within 14 calendar days (60 days for EFT's) after receipt of such statement, any irregularities found therein, including, but not limited to, any unauthorized signatures and alterations. Unless the Depositor notifies the Bank of an irregularity in a statement within 14 days (60 days for EFT's) after receiving it, the Depositor will be deemed to have admitted its correctness and will have waived any right to object to it. The Depositor also agrees to return immediately to the Bank any checks or other items which do not belong to the Depositor. The Bank will provide the Depositor with statements and supporting entries upon request and payment of a service charge in accordance with the then current schedule of charges available from the Bank. Because the Depositor is in the best position to discover an unauthorized signature, an unauthorized endorsement, missing deposit, or an alteration, the Depositor agrees that the Bank will not be liable for paying such items if: (1) the Depositor did not examine the statement and the canceled checks (if included) or the Depositor did not report unauthorized signatures, unauthorized or missing endorsements, encoding errors or alterations or missing deposits to us within the time period set forth above, or (2) these items were forged or altered so cleverly (as by unauthorized use of a facsimile machine or otherwise) that the forgery or alteration could not be detected by a reasonable person. The Depositor may bear some or all of the loss resulting from an alteration or forgery of a check on an account if the Depositor's failure to exercise ordinary care substantially contributed to the alteration or forgery.

7. TERMINATION OF ACCOUNT RELATIONSHIP

Either the Depositor or the Bank may terminate a Checking Account at any time without previous notice. Terminations by the Bank may be affected by mailing notice, notice thereof, or, at the Depositor's risk, by forwarding a check for the balance, if any, in the account to the Depositor. Termination of Savings, Now or Money

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Market accounts is subject to any applicable limitations on withdrawals. Any items presented to the Bank subsequent to such termination may be returned unpaid. Termination of accounts within six months after they were opened shall be subject to a service charge in accordance with the then current schedule of charges available from the Bank.

8. WITHDRAWALS

Withdrawals from accounts shall be made only upon presentation to the Bank of written orders on the appropriate form furnished by the Bank for such purpose. The Bank reserves the right to require written notice of any intended withdrawal from the account seven days before such withdrawal may be made but may at any time permit any withdrawal from the account without such notice and without thereby waiving its right to require such notice as to any other withdrawal. The Bank may, from time to time, limit the number of withdrawals that may be made at no charge. Withdrawals in excess of the stated limits shall be subject to a service charge in accordance with the then current schedule of charges available from the Bank.

9. DEPOSITS

The Bank acts only as the Depositor's agent and assumes no responsibility beyond its exercise of ordinary care. All items are credited subject to final payment and to receipt of final payment in cash or solvent credits by the Bank at its own office. The Bank may forward items to correspondents and shall not be liable for the insolvency, mistake, misconduct, default or negligence of correspondents selected with ordinary care nor for losses in transit, and each correspondent shall not be liable except for its own negligence. Items and their proceeds may be handled by any Federal Reserve Bank in accordance with applicable Federal Reserve rules, and by the Bank or any correspondent in accordance with any common bank usage, any practice or procedure that a Federal Reserve Bank may use or permit another bank to use, or any other lawful means. The Bank or its correspondents may send items directly or indirectly to any bank including the payor, and accept its draft or credit as conditional payment in lieu of cash. The Bank may charge back any item drawn on the Bank which is ascertained to be drawn against uncollected and/or insufficient funds or deemed otherwise not good or payable at any time prior to its midnight deadline or within a longer reasonable time after it learns of the facts. An item received after the Bank's regular afternoon closing hour shall be considered received the next banking day. Banking day shall be defined as that part of any day during which the Bank is open to the public for carrying on substantially all of its banking functions. The Bank reserves the right to post all deposits, including deposits of cash and items drawn on it, not later than midnight of its next banking day after receipt at its office during regular banking hours, and shall not be liable for damages for non-payment of any presented item resulting from the exercise of this right.

10. BANK-BY-MAIL

Withdrawals and deposits may be made by mail on such forms as the Bank supplies for that purpose. The Depositor agrees that all transactions by mail shall be undertaken at the Depositor's sole risk and shall be subject to the rules and regulations applicable to withdrawals and deposits in general. The Depositor shall not include currency in any deposit by mail and shall hold the Bank harmless from any liability in connection with currency allegedly lost through a deposit by mail.

11. TRANSFERS

No gift, assignment, pledge, or other transfer of the whole or any part of the amount held at any time to the credit of the Depositor shall be valid unless the Bank has previously approved the transfer in writing (which it may refuse to do in its discretion) and has had reasonable time to record the transfer on its books and records.

12. CREDIT AND CONFIDENTIALITY

To allow the Bank to analyze your potential needs, or as part of the qualifying and maintenance process for

Depositors, you authorize the Bank, to the extent permitted under applicable law, to obtain information from credit reporting agencies, or similar agencies, as the Bank deems necessary. The Bank may also verify employment history. Depositor understands such information will be used by the Bank for internal purposes only.

The Bank may disclose information to third parties about the account or any transfer made in connection therewith whenever such disclosure is necessary in order to complete a transfer, to verify the existence and condition of the account to the third party, such as a credit bureau or merchant, or to comply with lawfully received orders from a government agency or court. The Bank may also disclose such information upon the written request or authorization of the Depositor. Moreover, the Bank may disclose information to third parties regarding credit experience.

13. TELEPHONE MONITORING

The Depositor agrees that the Bank may record any telephone conversation with the Depositor to monitor quality of service, to verify transaction related information, or for any other purpose relating to an account, and waives any further notice of the taping of any particular conversation.

14. CHECKS/NEGOTIABLE ORDERS OF WITHDRAWALS

The Bank may refuse to honor any check or item signed in a form which is inconsistent with the name of the account or the authorized signature. All items drawn against an account are to be written on the special form of check or negotiable order of withdrawal supplied or approved by the Bank. The Bank reserves the right to return unpaid any other form of order presented, or any order incompletely or defectively drawn. At its option, the Bank reserves the right to refuse any double endorsed checks, or other item.

The Bank reserves the right to refuse payment of checks or negotiable orders of withdrawals drawn by the Depositor against deposits, either of cash or checks made the same day, and shall not be liable for so doing.

The Depositor shall provide written notice to the Bank of any postdated checks. Such notice shall contain a complete description of the check, including the name of the payee, and the date, the number, and the amount of the check. The Bank shall not, under any circumstances, be liable to any Depositor who fails to provide such information in connection with a post-dated check.

15. INTERNAL MONEY MANAGEMENT ACCOUNTING

For regulatory and accounting purposes, your checking account will consist of two “sub-accounts” on our books: 1) either a non-interest-bearing (demand) account or an interest-bearing (NOW) sub-account, and 2) a money market sub-account. These sub-accounts are treated as a single account for statements and daily use of your account. Interest is not earned on either sub-account for non-interest-bearing checking accounts. For interest-bearing checking accounts, we will pay interest on the total ledger balances in the sub accounts at the interest checking account rate.

Whenever your checking sub-account balance exceeds a threshold amount (which we may set and change at our discretion), we may transfer funds above that amount to the money market sub-account. As these funds are needed to pay items presented against your checking account, we will transfer funds from the money market sub-account to the checking sub-account, up to six times per statement period. If a sixth transfer is needed, the entire balance in the money market sub-account will be transferred into the checking sub-account. This process may be repeated each statement period. The accounting process has no effect on the day use of your account, on how checks are paid, or on how account activity appears on your periodic account statement.

16. CHECK HOLD POLICY

To permit proper clearing time for checks that are either cashed or deposited, the Bank shall have the right to place a “hold” for the amount of such checks against the balance in the Depositor’s account. The “hold” periods applicable to specific types of checks shall be as established by the Bank from time to time. Funds on “hold” may be withdrawn from an account only upon expiration of the applicable “hold” period. A schedule of the Bank’s current check hold policy may be obtained from the Bank. Neither the Bank’s payment of a deposited check at the expiration of the applicable “hold” period, nor the Bank’s election to cash a deposited check before the expiration of the applicable “hold” period shall in and of itself constitute a final settlement thereof or impair the Bank’s right to charge back in the event of an eventual dishonor.

STOP PAYMENT ORDERS In order to stop payment on a check or a negotiable order of withdrawal must be in writing, signed by the Depositor or any other person properly authorized, and must be delivered to the Bank during regular banking hours in such time and manner as to afford the Bank a reasonable opportunity to act on it. The Bank shall not be responsible or liable for failure to comply with any order to stop payment received within 24 hours of receipt of the same check/negotiable order of withdrawal. Any stop payment order shall be kept in force for a period of six months unless renewed in writing.

The Depositor agrees to furnish the Bank with the exact amount, date, name of payee and such other information pertaining to the item as the Bank may request and failure to furnish such information shall relieve the Bank of any liability for any payment made contrary to the order. The Depositor agrees to reimburse the Bank for all expenses and losses of any kind resulting from stopping payment pursuant to the Depositor’s order and to pay the Bank’s fee for stop payment orders provided in the then current schedule of charges available from the Bank.

17. OVERDRAFTS

Any check or negotiable order of withdrawal presented to the Bank and drawn on an account which, if honored,

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would leave a balance insufficient to cover the amount of any loss or expense incurred by the Bank in handling said account up to the date said check or negotiable order of withdrawal is presented, plus any charge due for opening or closing said account, or any charge on returned items, shall be deemed an overdraft and the Bank is hereby authorized to dishonor the same without any liability regardless of the frequency with which the Bank may previously have honored such items. Although it is not the general policy of the Bank to do so, the Bank may allow an overdraft to exist. You have the option to link your checking, savings or money market account to your other Bank accounts and transfer the necessary funds to cover any shortfall. Futura Cover is available for Domestic Personal clients and will cover Overdrafts up to \$100 with no fee. The Bank is hereby granted a security interest in all accounts of the Depositor with the Bank (including accounts held jointly with one or more other depositors) to secure any overdrafts existing at any time in any account of the Depositor with the Bank (including an account held jointly with one or more other depositors). The law permits the Bank to pay items drawn on your account in any order (for purposes of this section “items” means checks, orders and certain electronic transactions). When processing checks, orders drawn on your account and certain electronic transactions, the Bank’s policy is to pay such according to the dollar amount. We pay the smallest checks, orders and electronic transactions done by ATM and debit card first. For ACH transactions, our policy is to pay them in the order that they are received.

18. WAIVER OF NOTICE OF DISHONOR

The Depositor hereby waives protest for and notice of the dishonor and/or non-payment of any items deposited in the account.

19. BANK’S RIGHT OF SETOFF

The Bank shall have a right to set off against any and all funds in the account any and all obligations (whether now existing or hereafter arising, direct or contingent, matured or unmatured, joint or several) of the Depositor (or, in the case of a joint account, any Depositor) to the Bank (including any branch or agency of the Bank anywhere in the world) or to any subsidiary or other affiliate of the Bank.

20. BANK’S RIGHT OF WAIVER

The Bank may waive any of the provisions of these Rules and Regulations in any specific instance, but any such waiver shall apply only to such instance. No delay or omission by the Bank in the exercise or enforcement of any of its rights shall constitute a waiver of such right.

21. LIABILITY OF THE BANK

The Bank shall not be subject to liability to the Depositor other than for its own lack of good faith or failure to exercise ordinary care in connection with the account. The obligation to exercise ordinary care in the handling of items, including stop payment requests, and the adequacy of any procedure established by the Bank shall be measured by the standard of commercial reasonableness applicable to financial institutions. In any event, mere clerical error, inadvertent oversight, or mistake in judgment on the part of an employee or agent of the Bank shall not constitute a lack of good faith or failure to exercise ordinary care in connection with the account.

22. CONFLICTING DEMANDS; BANK'S RIGHT TO REQUIRE INDEMNITY

If the Bank believes, in its sole judgment, that following the Depositor's instructions might at any time expose it to any claim, suit, loss, expense or other liability, the Bank may request indemnity (and security for it) satisfactory to the Bank before following the instructions. If the Bank becomes aware of a conflict of demands or a dispute with respect to all or any part of the account or it receives inconsistent instructions with respect to it, the Bank may, in its sole discretion, require the signatures of all the Depositors (or the signatures or consents of all those making demands or giving instructions) for any withdrawal or other disposition of funds in the account or take whatever other action the Bank considers advisable (or which its counsel recommends) until the conflict or inconsistency is resolved to the Bank's satisfaction. Such action may include freezing the funds in the account, placing them in a suspense account, or interpleading them.

23. UNLAWFUL INTERNET GAMBLING NOTICE

Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling.

24. COSTS AND LEGAL FEES

The Depositor shall pay and indemnify the Bank as to all costs and expenses (including reasonable attorneys' fees and litigation costs at all levels) paid or incurred (or anticipated to be paid or incurred) by the Bank in connection with any legal proceedings or process, including any subpoena, relating to the account or any controversy or dispute regarding it (except to the extent arising from the Bank's failure to exercise good faith or ordinary care as finally determined by a court of competent jurisdiction). The Bank may apply the account to the payment of any such costs and expenses and the Depositor will be responsible for paying any balance.

25. LEGAL PROCESS

If the Bank is served with legal process which may affect an account, the Bank shall be authorized to withhold payment until such process is annulled or dismissed.

26. APPLICABLE LAW

If the account is booked with an office of the Bank (the "Booking Office" located in Florida, the account shall be subject to and governed by the laws of the State of Florida. If the account is booked with an office of the Bank (the "Booking Office") located in Texas, the account shall be subject to and governed by the laws of the State of Texas.

Additionally, whether the Booking Office is located in Florida or Texas, the account is subject to: these Rules and Regulations, as amended from time to time; any other rules and regulations of the Bank governing specific types of accounts; any general rules of the office where the account is located from time to time in effect; applicable federal laws; applicable rules and regulations of federal and state regulatory agencies with supervisory jurisdiction over the Bank; local clearinghouse rules; and general commercial banking practices in the areas served by the Bank. Each Depositor hereby irrevocably submits to the jurisdiction of any state or federal court sitting in the county in which the Booking Office is located in any action or proceeding arising out of or relating to the account

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or these Rules and Regulations, and irrevocably agrees that all claims brought by the Depositor in respect of the Account shall be heard and determined in such courts. In any action or proceeding arising out of or relating to the account or the Rules and Regulations, each Depositor waives the right to interpose any set-off or counterclaim of any nature or description, waives any objection based on forum non conveniens or venue, and waives any claim for consequential, punitive, or special damages. Without affecting the Bank's right to serve legal process in any other matter permitted by applicable law, each Depositor irrevocably consents to the service of all process in any action or proceeding arising out of or relating to the account or these Rules and Regulations by the mailing of copies of such process to the last known mailing address for the Depositor on file with the Bank. Each Depositor also agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in any jurisdiction by suit on the judgment or in any other manner provided by law. IN ANY SUCH ACTION OR PROCEEDING, EACH DEPOSITOR AND THE BANK HEREBY VOLUNTARILY WAIVE ANY RIGHT WHICH ANY DEPOSITOR OR THE BANK MAY HAVE TO A TRIAL BY JURY.

27. AMENDMENT

These Rules and Regulations may be changed from time to time by the Bank without prior notification to the Depositor unless prior notification is required by applicable law. If the Depositor maintains an account with the Bank after the effective date of any such change, the Depositor will be deemed to have consented to the change. However, in the case of any changes that affect the Depositor's rights and obligations, the Depositor will be informed of the changes by mail to the last known mailing address of the Depositor on file with the Bank or by a posting on the Bank's website or at the Bank's main office. No other change to these Rules and Regulations shall be binding unless authorized by the Bank in writing.

28. DEPOSITOR'S DEATH

After the death of the Depositor (or, in the case of a joint account, any Depositor), the Bank may retain the funds in the account unless and until the Bank feels satisfied that it may do otherwise without incurring any liability or potential liability (including any liability or potential liability relating to any estate tax).

29. INTERNATIONAL BANKING FACILITY (IBF DEPOSITS)

In accordance with the policy established by the Board of Governors of the Federal Reserve System the depositor(s) acknowledges that funds deposited with the IBF of the Bank will be used solely in support of the non-United States operations of the depositor(s) and that the proceeds of borrowings from the IBF will be used solely to finance the depositor(s) operations outside the United States. These deposits are to be a minimum of 2 business days and all transactions to IBF accounts must be affected in amounts of \$100,000.00 or greater.

AVAILABILITY OF FUNDS

Our policy is to delay the availability of funds that you deposit in your account. During the delay, you may not withdraw the funds in cash and we will not use the funds to pay checks that you have written. Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

DETERMINING THE AVAILABILITY OF A DEPOSIT

The length of the delay is counted in business days from the day of your deposit. Every day is a business day except Saturdays, Sundays, and federal holidays. If you make a deposit with a teller at one of our branches on a business day, we will consider that day to be the day of your deposit or if you make a deposit before 12 noon local time at an ATM located at one of our branches, we will consider that day to be the day of your deposit. However, if you make a deposit after 12 noon local time at an ATM located at one of our branches or on a day we are not open, we will consider that the deposit was made on the next business day we are open. All deposits made by mail or courier and addressed to Futura Bank, Bookkeeping Department, shall be considered received on the day they are received by that department. Business Account Deposits placed in a night depository are considered received when we remove them from the night depository, the next business day.

The length of the delay varies depending on the type of deposit and is explained below.

SAME-DAY AVAILABILITY

Funds from electronic direct deposits to your account will be available on the day we receive the deposit.

NEXT-DAY AVAILABILITY

Funds from the following deposits are available on the first business day after the day of deposit:

- U.S. Treasury checks that are payable to you.
- Wire transfers.
- Checks drawn on Futura Bank,

If you make the deposit in person to one of our employees, funds from the following deposits are also available on the first business day after the day of your deposit:

- Cash.
- State and local government checks that are payable to you if you use a special deposit slip available from one of our customer service representatives.
- Cashier's certified and teller's checks that are payable to you if you use a special deposit slip available from one of our customer service representatives.
- Federal Reserve Bank checks, Federal Home Loan Bank checks and postal money orders if these items are payable to you.

If you do not make your deposit in person to one of our employees (for example, if you mail the deposit), funds from these deposits will be available on the second business day after the day we receive your deposit.

OTHER CHECK DEPOSITS

For all other check deposits, \$225.00 will be available on the first business day after the day of your deposit with the remaining funds available on the second business day after the day of your deposit.

HOLDS ON OTHER FUNDS

If the Bank cashes a check for the Depositor that is drawn on another bank, the Bank may withhold the availability of a corresponding amount of funds that are already in the Depositor's account. Those funds will be available at the time funds from the check the Bank cashed would have been available if the Depositor had deposited it. If the Bank accepts for deposit a check that is drawn on another bank, the Bank may make funds from the deposit available immediately but delay the Depositor's availability to withdraw a corresponding amount of funds that the Depositor has on deposit in another account with the Bank. The funds in the other account would then not be available until the time periods that are described elsewhere in this brochure for the type of check that the Depositor is depositing.

LONGER DELAYS MAY APPLY

Funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,525 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of communications or computer equipment.

We will notify you if we delay your ability to withdraw funds for any of these (or any other) reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit.

SPECIAL RULES FOR NEW ACCOUNTS

If you are a new customer, the following special rules will apply during the first 30 days your account is open. Funds from deposits of cash, electronic direct deposits, or next day availability items will be available according to the same schedule already discussed for existing customers. Funds from all other check deposits will be available on the fifth business day after the day of your deposit.

I/ We, hereby accept this Deposit Agreement with the above terms and conditions.

Name: \$Applicant1_First_Name\$ \$Applicant1_Last_Name\$

Signature: Signhere _\$OBOApplicantID1\$

Date: SigningDate_\$OBOApplicantID1\$

Place: Location_\$OBOApplicantID1\$

Name: \$Applicant2_First_Name\$ \$Applicant2_Last_Name\$

Signature: Signhere _\$OBOApplicantID2\$

Date: SigningDate_\$OBOApplicantID2\$

Place: Location_\$OBOApplicantID2\$

