

ESIGN CONSENT TO USE ELECTRONIC RECORDS AND SIGNATURES

As part of your relationship with us, we want to ensure you have all 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 this information to you electronically, instead, with your prior consent. We also need your general consent to use electronic records and signatures in our relationship with you. So, before you use our Electronic Services you must review and consent to the terms outlined below.

In this consent:

- “We,” “us,” “our,” and “Veritex Community Bank” means Veritex Community Bank, and each and every current and future affiliate of Veritex Community Bank.
- “You,” and “your” means the person giving the consent, and also each additional account owner, authorized signer, authorized representative, delegate, product owner and/or service user identified on any Veritex Community Bank Product that you apply for, use or access.
- “Communications” means each disclosure, notice agreement, fee schedule, statement, record, document, and other information we provide to you or that you sign or submit or agree to at our request.
- “Electronic Service” means each and every product and service we offer that you apply for, use, administer or access using the Internet, a website, email, messaging services (including text messaging) and/or software applications (including applications for mobile or hand-held devices), either now or in the future.
- “Veritex Community Bank Product” means each and every account, product, or service we offer that you apply for, own, use, administer or access, either now or in the future. Veritex Community Bank Products include Electronic Services.
- The words “include” and “including,” when used at the beginning of a list of one or more items, indicates that the list contains examples – the list is not exclusive or exhaustive, and the items, in the list are only illustrations. They are not the only possible items that could appear in the list.

1. **Your consent to use electronic records and signatures; Choosing to receive Communications electronically or in writing; Certain information must still be provided in writing.** In our sole discretion, the Communications we provide to you, or that you sign or agree to at our request, may be in electronic form (“Electronic Records”). To view additional examples of types of Communications that we may send as Electronic Records under this consent go to the last page of this document. We may also use electronic signatures and obtain them from you as part of our transactions with you.

Electronic Records may be delivered to you in a variety of ways. These various delivery methods are described in our Online Access Agreement and in other agreements we may have with you

from time to time. In some cases, you will be able to choose whether to receive certain Communications electronically, or on paper, or both. We will provide you with instructions on how to make those choices when they are available.

We may always, in our sole discretion, provide you with any Communications in writing, even if you have chosen to receive it electronically.

Sometimes the law, or our agreement with you, requires you to give us a written notice. You must still provide these notices to us on paper, unless we specifically tell you in another Communication how you may deliver that notice to us electronically.

There are certain Communications that by law we are not permitted to deliver to you electronically, even with your consent. When required by law or at our discretion, we will continue to deliver those Communications to you in writing. However, if the law changes in the future and permits any of those Communications to be delivered as Electronic Records, this consent will automatically cover those Communications as well.

We will continue to provide your tax statements on paper unless you separately elect to receive them electronically (if available).

2. **Your option to receive paper copies.** If we provide Electronic Records to you, and you want a paper copy, you may contact the appropriate customer service representative and request a paper version. You will find the appropriate contact information in the account statement or agreement for the Veritex Community Bank Product related to Electronic Record. You may have to pay a fee for the paper copy. Please refer to the applicable agreement for any fee that may apply to paper copies.

3. **Your consent covers all Veritex Community Bank Products; Privacy Policies.** Your consent covers all Communications relating to any Veritex Community Bank Product. Your consent remains in effect until you give us notice that you are withdrawing it.

From time to time, you may seek to obtain a new Veritex Community Bank Product from us. When you do, we may remind you that you have already given us your consent to use Electronic Records and signatures. If you decide not to use Electronic Records and signatures in connection with the new product or service, your decision does not mean you have withdrawn this consent for any other Veritex Community Bank Product.

You agree that we may satisfy our obligations to provide you with an annual copy of our Privacy Policy by keeping it available for review on <https://Veritexbank.com>.

4. **You may withdraw your consent at any time; Consequences of withdrawing consent; How to give notice of withdrawal.** You have the right to withdraw your consent at any time. Please be aware, however, that withdrawal of consent may result in termination of:
- your access to our Electronic Services, including online banking, and
 - your ability to use certain Veritex Community Bank Products.

Your withdrawal of consent will become effective after we have had a reasonable opportunity to act upon it.

If you are receiving online account statements, the termination will cause paper statements to be mailed to you via the U.S. Postal Service or other courier. Depending on the specific Veritex Community Bank Product, if you withdraw consent, we may charge higher or additional fees for that product or for the service related to it. Please refer to the applicable agreement for any fee that may apply.

To withdraw your consent:

- <https://veritexbank.com/contact-us>
- Mail to 12750 Merit Drive, Suite 1300, Dallas, Texas 75251

5. **You must keep your email, electronic address and physical mailing address current with us.** You must promptly notify us of any change in your email or other electronic address. You may change your notification email address under 'Profile' in the 'Settings' menu within Online Banking. User also agrees to notify Bank immediately of any change in mailing address. You may change your mailing address under 'Address Change' in the 'Settings' menu within Online Banking. It may take up to three business days to process the requested changes. If you have given us another type of electronic address, such as an electronic address or mobile phone number for SMS text messages, you may change that address by going to the Account Management page for each Veritex Community Bank Product for which we provide separate instructions to update your email or other electronic address.
6. **Hardware and software you will need.** For a list of System Requirements please go to this link; <https://helpx.adobe.com/sign/system-requirements.html>
7. **Your enrollment in Electronic Services using our equipment.** If you enroll for an Electronic Service through one of our customer service representatives or using our equipment, your enrollment may not be complete until you take additional action. We will advise you, at the time of your enrollment, of any additional action you must take. If you take the required action, it is an affirmation of your consent to use electronic records and signatures under the terms of the E-SIGN Consent.

8. **Communications in languages other than English.** Please note, we may be unable to fulfill and service Veritex Community Bank Products in a language other than English. Future Communications may be in English only. If you are not fluent in English, you should consider obtaining the services of an interpreter or taking other steps to ensure you understand the transaction, before entering the transaction, and to explain any future Communications in English.

Please indicate your consent to use electronic records and signatures by clicking on the “I Accept” button. By providing your consent, you are also confirming that you have the hardware and software described above, that you are able to receive and review electronic records, and that you have an active email account. You are also confirming that you are authorized to, and do, consent on behalf of all the other account owners, authorized signers, authorized representatives, delegates, product owners and/or service users identified with your Veritex Community Bank Products.

ADDITIONAL EXAMPLES OF ELECTRONIC RECORDS COVERED BY YOUR CONSENT INCLUDE:

1. This ESIGN Consent Disclosure and any amendments;
2. Our Online Access Agreement, other service or user agreements for online access to our Electronic Services, and all amendments to any of these agreements.
3. All of the Communications related to any Veritex Community Bank Product, except for those excluded by the terms of this ESIGN Consent Disclosure;
4. All of the periodic account and activity statements, disclosures and notices we provide to you concerning your Veritex Community Bank Products;
5. Brokerage disclosures, agreements, statements, trade confirmations, tax reporting statements, (if you elect electronic delivery), shareholders notices, prospectus, Service Notices and Performance Reports regarding accounts, products and services offered by or through Veritex Community Bank Advisors;
6. Any notice or disclosure regarding fees or assessments of any kind, including late fees, overdraft fees, over limit fees, and returned item fees;
7. Notices of amendments to any of your agreements with us; and
8. Other disclosures and notices that we are legally required to provide to you or choose to provide to you in our discretion.