

CLEAR Coverage Service Agreement

(EFFECTIVE October 1, 2011)

This Agreement governs the CLEAR Coverage service (the “Service”) provided by Guaranty Bank (the “Bank”) and sets out the terms and conditions of that service. This Agreement supplements the terms and conditions of your Account and other agreements between you and the Bank.

Definitions

In this Agreement certain capitalized terms have special meanings:

“Account” means a personal checking account at the Bank.

Your “Available Balance” is the portion of your Account balance that is available for withdrawal or payment of items. Your Account balance is reduced by: (1) any holds placed on your Account for checks you have deposited or cashed as described in the terms and conditions governing your Account, and (2) any holds placed for debit card transactions that are authorized, but have not cleared your Account.

“CLEAR Coverage Service Charge” is a charge per monthly statement period, payable as provided in this Agreement.

The “Grace Zone” is a defined overdraft limit within which we will pay items in excess of your Available Balance and charge you a reduced Overdraft Fee as provided under the terms of this Agreement. Your Grace Zone will not exceed a specified dollar amount.

“Overdraft Fees” are Overdraft/NSF charges and charge to Return Check fees. Overdraft Fees exclude the Consecutive Day overdrawn fee, the Auto Transfer NSF Posting Attempt fee which is charged when there are not enough available funds in the Account to process an automatic transfer to a Savings or a Money Market account and the Overdraft/NSF fee charged when a Returned Deposit Item causes the account to be overdrawn.

A “Package” is a level of services provided under this Agreement. There is currently one Package available: CLEAR Coverage.

“Statement Date” is the date displayed on each statement in the “Summary of Your Activity” section.

“Statement Period” is the time period from one statement date to the next statement date.

“You” and “your” refer to you or any other owner of an Account.

“We” and “us” refer to the Bank.

Eligibility Requirements

To be eligible for the Service you must be at least 18 years of age and the owner of a personal, individual or joint checking account with us.

You are not eligible for the Service if:

- You are participating in our Fresh Start program.
- The Account Balance at the time you request the Service is less than the monthly CLEAR Coverage Service Charge.
- Your Account is enrolled in our overdraft transfer service which automatically transfers funds from another account when the checking Account is overdrawn.
- Your Account is frozen, in a lockout status, or is subject to garnishment or other legal process.
- You are in bankruptcy.

Continued Eligibility / Termination of Service

In order to remain eligible for the Service, your Account must continue to meet the Eligibility Requirements as defined in this Agreement. If at any time your Account does not meet the Eligibility Requirements, we will automatically terminate the Service on your next statement date. Written notification of the change will be sent within 5 business days of your statement date.

If your Account is temporarily or permanently locked for any reason, the Service will not be in effect.

If your Account is overdrawn for 43 consecutive business days, we will automatically cancel the Service and force close the Account.

CLEAR Coverage Packages and Costs

CLEAR Coverage provides a **\$50 Grace Zone**. The CLEAR Coverage Service Charge for this Package is **\$10.00** per month.

When we approve your request for the Service in connection with an Account, we will withdraw the applicable CLEAR Coverage Service Charge from that Account on the next calendar day, excluding Sundays and legal holidays, and the Service will take effect on that date. Beginning with the second statement following your request for the Service, we will automatically withdraw the CLEAR Coverage Service Charge from that Account on each statement date, until the Service is cancelled. If your Statement Date falls on a weekend or legal holiday, the Service Charge will be withdrawn on the previous business day.

How CLEAR Coverage Works

This service will work in conjunction with your opt-in choice for ATM and everyday debit card transactions in the Grace Zone and beyond. When your request for the CLEAR Coverage service has been approved and the Service is in effect:

We will pay items that are **within the \$50 Grace Zone** and will charge you a reduced Overdraft Fee of **\$10.00** in connection with each overdraft item that is paid with insufficient or unavailable funds within your Grace Zone. Fees charged as well as the amount of the overdraft item are subtracted from the Grace Zone amount. Your Grace Zone is not available for in branch teller processed transactions or automatic transfer of funds between accounts.

Paying overdrafts **beyond the Grace Zone** is not guaranteed and we typically do not pay overdrafts if your account is not in good standing or you are not making regular deposits. If a transaction results in your Account being overdrawn by an amount that exceeds the \$50 Grace Zone and you incur an Overdraft Fee, you will receive a 5% discount off the current Overdraft Fee amount. The discounted fee for each overdraft item paid or returned beyond the Grace Zone is **\$33.25** for accessing unavailable funds and **\$35.15** for insufficient funds.

Excessive overdrafts will result in significant Overdraft Fees. Use of the Service could result in your Account being overdrawn. You must repay an overdraft immediately to avoid the Consecutive Day overdrawn fee. Payment of items will be based on the posting order as described in the terms and conditions governing your Account. The categories of transactions for which a fee may be imposed include ATM and everyday debit card transactions, checks and other transactions made using your checking account number, automatic bill payments and preauthorized automatic debits, telephone-initiated or electronic transfers.

CLEAR Coverage Rebate

If you have not used the Service (i.e., if no items have been paid in your Grace Zone or paid or returned beyond your Grace Zone) during a full statement period, we will deposit into your Account an amount equal to 50% of the last CLEAR Coverage Service Charge paid in the previous statement period on the next statement date.

Canceling CLEAR Coverage Service

You may cancel your CLEAR Coverage service by contacting our Customer Service Center at 1-800-235-INFO (4636) or visiting any branch location. If you request to cancel the Service, the cancellation will take effect as of your next statement date.

If you chose to close your Account:

- The Service will be automatically cancelled on the date you close the Account.
- No CLEAR Coverage Service Charges paid prior to the cancellation will be refunded, nor will you receive any unpaid CLEAR Coverage Rebate for which you might have been eligible.

Change in Terms

We reserve the right to change the terms of this Agreement, or to cancel or discontinue the Service, at any time with notice to you as required by law.

For Balance Information and Questions

You can obtain your **current Available** Balance, your Grace Zone amount, and the amount remaining within your Grace Zone by calling our automated phone banking system at **1-800-235-INFO (4636) and choosing Option 3**. If you have questions or need more information, call our Customer Service Representatives at 1-800-235-4636 from 8am – 7pm CST Mon – Fri or 9am – 3pm Sat or visit your nearest branch.

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