



# **Deposit Agreement**

**Terms & Conditions**

**Funds Availability**

**Electronic Funds Transfer**

*May 25, 2018*

# Welcome.

**Thank you for your interest** in our wide variety of deposit accounts including checking, savings, money market, certificate of deposit and IRA accounts (collectively referred to as “accounts”). If you have any questions about this agreement or your account(s), please call us: We will be happy to assist you. Please take the time to review this agreement in its entirety.

Please pay special attention to the paragraphs entitled “Venue and Dispute Resolution,” which provide important information about legal disputes regarding your account, and “Ownership of Account and Beneficiary Designation,” which provides important information about the ownership of your account(s).

This document, along with the Deposit Account Information-Truth-in-Savings Disclosure, the Privacy Policy and any other documents we give you pertaining to your account(s), is a contract that establishes rules that control your account(s) with us. Please read this carefully. If you sign the signature card or open or continue to have your account(s) with us, you agree to these rules.

You will receive a separate schedule of rates, qualifying balances and fees if they are not included in this document or the Business Account Service Fee Information Disclosure, if applicable. This document replaces and supersedes any previous deposit agreement you may have with us or any of our predecessors.

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## TERMS AND CONDITIONS OF YOUR ACCOUNT

Your account is governed by the terms of this Agreement, the laws and regulations of the United States, and applicable state law. To the extent that state law applies, your account is governed by the laws of the state in which the branch office is located where you opened your account. If you did not open the account in person in a branch then to the extent that state law applies either (1) the law of the state in which you reside will apply, if you reside in a state in which we operate a branch or (2) if you do not reside in such a state, the law of the State of Mississippi will apply. Please note that a Loan Production Office is not considered a branch. If a different state law applies, we will advise you of that in writing. To the extent that state law applies, the choice of law rules of that state which may require the application of the laws of another jurisdiction do not apply. Notwithstanding these general provisions regarding the law that governs your account, "Governing Law" provisions within the Venue and Dispute Resolution section of this Agreement (the "Arbitration Rules") apply to any Claim subject to such Arbitration Rules.

The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this document is to:

- (1) summarize certain laws that apply to common transactions;
- (2) establish certain rules to cover transactions or events which the law does not regulate;
- (3) establish rules for certain transactions or events which the law regulates but permits variation by agreement; and
- (4) give you disclosures of certain policies to which you may be entitled or in which you may be interested.

If any provision of this document is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard agreement, but we must agree to any variation in writing either on the signature card for your account or in some other document.

As used in this document the words "we," "our," and "us" mean Hancock Whitney Bank. Hancock Whitney Bank is a banking corporation organized under the laws of the State of Mississippi, with its main office located at 2510 14th Street, Gulfport, Mississippi. The words "you" and "your" mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. The headings in this document are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular. "Party" means a person who, by the terms of an account, has a present right, subject to request, to payment from the account other than as a beneficiary or agent. "Item" is an order, instruction, or authorization to deposit or withdraw, transfer or pay funds or money from an account and includes, without limitation, (i) any check or remotely created check, as those terms are defined in Federal Reserve Board Regulation CC, (ii) a substitute check or purported substitute check, (iii) a draft or demand draft, (iv) an electronic transaction, such as a wire transfer, an Automated Clearing House (ACH) deposit, withdrawal or transfer, or Automated Teller Machine (ATM) withdrawal or transfer, (v) point of sale transaction, and (vi) a deposit adjustment or deposited item returned unpaid. An "item" can be initiated orally either in person or by telephone, in writing, or by other electronic means including online or mobile banking via tablet, smartphone or similar device.

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**VENUE AND DISPUTE RESOLUTION - READ THIS VENUE AND DISPUTE RESOLUTION SECTION (THE "ARBITRATION PROVISION") CAREFULLY. IF YOU DO NOT REJECT THIS ARBITRATION PROVISION IN ACCORDANCE WITH SUBPARAGRAPH (a) BELOW, IT WILL BE PART OF THE TERMS AND CONDITIONS AND WILL HAVE A SUBSTANTIAL IMPACT ON THE WAY YOU OR WE WILL RESOLVE ANY CLAIM WHICH YOU OR WE HAVE AGAINST EACH OTHER, NOW OR IN THE FUTURE. FOR EXAMPLE, IF YOU DO NOT REJECT THIS ARBITRATION PROVISION, WE CAN REQUIRE INDIVIDUAL ARBITRATION OF ANY LEGAL DISPUTE BETWEEN YOU AND US REGARDING THE ACCOUNT (EXCEPT A SMALL CLAIM YOU BRING INDIVIDUALLY) AND YOU WILL NOT HAVE THE RIGHT TO BRING OR PARTICIPATE IN ANY CLASS ACTION OR SIMILAR PROCEEDING IN COURT OR IN ARBITRATION. ALL TERMS DEFINED ELSEWHERE IN THIS AGREEMENT SHALL HAVE THE SAME MEANINGS IN THIS SECTION UNLESS OTHERWISE DEFINED IN THIS SECTION.**

**(a) Your Right to Reject: IF YOU DO NOT WANT THIS ARBITRATION PROVISION TO APPLY, YOU MAY REJECT IT BY MAILING US A WRITTEN REJECTION NOTICE WHICH GIVES YOUR NAME(S) AND ACCOUNT NUMBER(S) AND CONTAINS A STATEMENT THAT YOU (BOTH OR ALL OF YOU, IF MORE THAN ONE) REJECT THE ARBITRATION PROVISION IN THE AGREEMENT GOVERNING YOUR ACCOUNT. THE REJECTION NOTICE MUST BE SENT TO US AT "GENERAL COUNSEL, ATTN: ARBITRATION REJECTION, P.O. BOX 4019, GULFPORT, MS 39502" (OR ANY UPDATED ADDRESS WE SUBSEQUENTLY PROVIDE). A REJECTION NOTICE IS ONLY EFFECTIVE IF IT IS SIGNED BY YOU (BOTH OR ALL OF YOU, IF MORE THAN ONE) AND IF WE RECEIVE IT WITHIN THIRTY (30) DAYS AFTER THE DAY YOU OPEN YOUR ACCOUNT. NO EXECUTION OF A NEW OR SUBSTITUTE SIGNATURE CARD FOR THE ACCOUNT NOR ANY SUBSEQUENT AMENDMENT OR UPDATE TO THIS AGREEMENT SHALL GIVE YOU ANY NEW OR RENEWED RIGHT TO REJECT THIS ARBITRATION PROVISION.**

**(b) Parties Subject to Arbitration; Certain Definitions: Solely as used in this Arbitration Provision: (1) the terms "we," "us" and "our" include: (i) us, our parents, subsidiaries and affiliates, their successors, if any, and the employees, officers, directors and controlling persons of all such companies and banks (the "Bank Parties"); and (ii) any other person or company who provides any services in connection with the account if you assert a Claim against such other person or company at the same time you assert a Claim against any Bank Party; (2) the terms "you" and "your" include: (i) each holder or owner of the account, each person who signs a signature card for the account and their respective heirs,**

successors, representatives and beneficiaries (including pay-on-death and similar beneficiaries); and (3) the term "account" includes any account(s) established or governed by this agreement and any updated or substitute account(s) for the same accountholders, regardless of the execution of a new or substitute signature card for the account(s).

- (c) **Covered Claims:** "Claim" means any claim, dispute or controversy between you and us that in any way arises from or relates to this agreement, your account, any prior agreement or account, any ATM Card, debit card, or similar card, any account transaction or attempted transaction (including deposits, payments, transfers and withdrawals, whether by check, card, ACH or otherwise), overdraft protection services, any overdraft line of credit or overdraft transfer agreement, non-sufficient funds and overdraft items, and the advertising, disclosures, practices, procedures and agreements related to it, if such claim, dispute or controversy cannot be resolved without a lawsuit or arbitration proceeding. "Claim" has the broadest reasonable meaning, and includes initial claims, counterclaims, cross-claims and third-party claims. It includes disputes based upon contract, tort, consumer rights, fraud and other intentional torts, constitution, statute, regulation, ordinance, common law and equity (including any claim for injunctive or declaratory relief). However, except as provided in the next sentence, it does not include any dispute about the validity, enforceability, coverage or scope of this Arbitration Provision or any part thereof (including, without limitation, subparagraph (g), captioned "Prohibition Against Certain Proceedings" (the "Class Action Waiver"), the final sentence in subparagraph (m), captioned "Severability," and/or this sentence); all such disputes are for a court and not an arbitrator to decide. Notwithstanding the foregoing, the term "Claim" includes any dispute about the validity or enforceability of this agreement as a whole. In addition, this Arbitration Provision will not apply to claims that are the subject of a class action filed in court that is pending as of the effective date of this Arbitration Provision in which you are alleged to be a member of the putative class.
- (d) **Starting an Arbitration:** To the extent permitted by the Federal Arbitration Act (the "FAA") and any other applicable federal law, arbitration may be elected by either you or us (referred to in this section as "party" or "parties") with respect to any Claim, even if that party has already initiated a lawsuit with respect to a related or different Claim. Arbitration is elected by giving a written demand for arbitration to the other party, by filing a motion to compel arbitration in court or by initiating an arbitration against the other party. We will not demand to arbitrate an individual Claim that you bring against us in small claims court or your state's equivalent court for small claims, if any. But if that Claim is transferred, removed or appealed to a different court, we then have the right to demand arbitration. Subject to subparagraph (g), captioned "Prohibition Against Certain Proceedings" (the "Class Action Waiver"), any party who desires to assert multiple Claims must assert all such Claims in a single lawsuit or arbitration; the defending party must demand arbitration with respect to all or none of such Claims; and if the defending party wishes to bring any counterclaims, such counterclaims must be asserted in the same lawsuit or arbitration that will resolve the initial Claims.
- (e) **Choosing the Administrator:** "Administrator" means the American Arbitration Association ("AAA"), 1633 Broadway, 10th Floor, New York, NY 10019, [www.adr.org](http://www.adr.org); JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, [www.jamsadr.com](http://www.jamsadr.com); or any other company selected by mutual agreement of the parties. If both AAA and JAMS cannot or will not serve and the parties are unable to select an Administrator by mutual consent, the Administrator will be selected by a court. The arbitrator will be appointed by the Administrator in accordance with the rules of the Administrator. However, the arbitrator must be a retired or former judge or a lawyer with at least 10 years of experience. The party initiating an arbitration may select the Administrator by filing a Claim with the Administrator of that party's choice. Notwithstanding any language in this Arbitration Provision to the contrary, no arbitration may be administered, without the consent of all parties to the arbitration, by any administrator that has in place a formal or informal policy that is inconsistent with the Class Action Waiver.
- (f) **Court and Jury Trials Prohibited; Other Limitations on Legal Rights: FOR CLAIMS SUBJECT TO ARBITRATION, YOU WILL NOT HAVE THE RIGHT TO PURSUE THAT CLAIM IN COURT OR HAVE A JURY DECIDE THE CLAIM. ALSO, YOUR ABILITY TO OBTAIN INFORMATION FROM US IS MORE LIMITED IN AN ARBITRATION THAN IN A LAWSUIT. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.**
- (g) **Prohibition Against Certain Proceedings: NOTWITHSTANDING ANY OTHER LANGUAGE IN THIS ARBITRATION PROVISION TO THE CONTRARY, FOR CLAIMS SUBJECT TO ARBITRATION: (1) YOU MAY NOT PARTICIPATE IN A CLASS ACTION IN COURT OR IN A CLASS-WIDE ARBITRATION, EITHER AS A PLAINTIFF, CLASS REPRESENTATIVE OR CLASS MEMBER; (2) YOU MAY NOT ACT AS A PRIVATE ATTORNEY GENERAL IN COURT OR IN ARBITRATION; (3) CLAIMS BROUGHT BY OR AGAINST YOU MAY NOT BE JOINED OR CONSOLIDATED WITH CLAIMS BROUGHT BY OR AGAINST ANY OTHER PERSON; AND (4) THE ARBITRATOR SHALL HAVE NO POWER OR AUTHORITY TO CONDUCT A CLASS-WIDE ARBITRATION, PRIVATE ATTORNEY GENERAL ARBITRATION OR MULTIPLE-PARTY ARBITRATION OR TO ISSUE ANY RELIEF THAT APPLIES TO ANY PERSON OR ENTITY OTHER THAN YOU AND/OR US INDIVIDUALLY.**
- (h) **Location and Costs of Arbitration:** Any arbitration hearing that you attend must take place in a venue reasonably convenient to where you reside. We will pay any and all fees of the Administrator and/or the arbitrator in connection with any arbitrated Claim if and to the extent you prevail in the arbitration. Also, for any arbitrated Claim of yours for an amount less than \$25,000: (1) we will pay any and all fees of the Administrator and/or the arbitrator if you make a written request for us to pay such fees; and (2) we will pay your reasonable attorneys' and experts' fees if and to the extent you prevail. We will bear any fees and costs associated with the arbitration of a Claim (including reasonable attorneys' and experts' fees) if applicable law requires us to.
- (i) **Governing Law:** This Arbitration Provision involves interstate commerce and is governed by the FAA and not by any state arbitration law, provided that the law of the state where we are headquartered shall be applicable to the extent that any

state law is relevant in determining the enforceability of this Arbitration Provision under Section 2 of the FAA. The arbitrator must apply applicable substantive law consistent with the FAA and applicable statutes of limitations and claims of privilege recognized at law. The arbitrator may award any remedy provided by the substantive law that would apply if the action were pending in court, including, without limitation, punitive damages (which shall be governed by the Constitutional standards employed by the courts) and injunctive, equitable and declaratory relief (but only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim). At the timely request of either party, the arbitrator must provide a brief written explanation of the basis for the award.

- (j) **Right to Discovery:** In addition to the parties' rights to obtain discovery pursuant to the arbitration rules of the Administrator, either party may submit a written request to the arbitrator to expand the scope of discovery normally allowable under such rules.
- (k) **Arbitration Result and Right of Appeal:** Judgment upon the arbitrator's award may be entered by any court having jurisdiction. The arbitrator's decision is final and binding, except for any right of appeal provided by the FAA. However, if the amount of the Claim exceeds \$50,000 or involves a request for injunctive or declaratory relief that could foreseeably involve a cost or benefit to either party exceeding \$50,000, any party can, within 30 days after the entry of the award by the arbitrator, appeal the award to a three-arbitrator panel administered by the Administrator. The panel shall reconsider anew any aspect of the initial award requested by the appealing party. The decision of the panel shall be by majority vote. Reference in this Arbitration Provision to "the arbitrator" shall mean the panel if an appeal of the arbitrator's decision has been taken. The costs of such an appeal will be borne in accordance with subparagraph (h) above, captioned "Location and Costs of Arbitration."
- (l) **Rules of Interpretation:** This Arbitration Provision shall survive the closing of the account, any legal proceeding and any bankruptcy to the extent consistent with applicable bankruptcy law. In the event of a conflict or inconsistency between this Arbitration Provision, on the one hand, and the applicable arbitration rules or the other provisions of this agreement, on the other hand, this Arbitration Provision shall govern.
- (m) **Severability:** If any portion of this Arbitration Provision, other than the Class Action Waiver, is deemed invalid or unenforceable, the remaining portions shall nevertheless remain in force. If a determination is made that the Class Action Waiver is unenforceable, only this sentence of the Arbitration Provision will remain in force and the remaining provisions shall be null and void, provided that the determination concerning the Class Action Waiver shall be subject to appeal.
- (n) **Notice and Cure; Special Payment:** Prior to asserting a Claim in litigation or arbitration, the party asserting the Claim (the "Claimant") shall give the other party (the "Potential Defendant") written notice of the Claim (a "Claim Notice") and a reasonable opportunity, not less than 30 days, to resolve the Claim. The resolution period shall be at least 30 days except for Claims requiring some form of expedited injunctive relief in a shorter period. Any Claim Notice to you shall be sent in writing to the current address we have for you in our records. Any Claim Notice to us shall be sent by mail to "General Counsel, Attn: Claim Notice, P.O. Box 4019, Gulfport, MS 39502" (or any updated address we subsequently provide). If there are multiple parties on the account, the Claim Notice may be sent to or by any of you. Any Claim Notice you send must provide your name and account number, as well as your address and a phone number where you can be reached during normal business hours. Any Claim Notice must explain the nature of the Claim and the relief that is demanded. A Claim Notice from us may be in the form of a collection letter or a notice demanding payment of a negative balance under the account. You may only submit a Claim Notice on your own behalf and not on behalf of any other party. No third party, other than a lawyer you have personally retained, may submit a Claim Notice on your behalf. The Claimant must reasonably cooperate in providing any information about the Claim that the Potential Defendant reasonably requests. If (1) you submit a Claim Notice on your own behalf (and not on behalf of any other party) in accordance with this subparagraph and otherwise comply with this subparagraph (including its resolution and cooperation provisions); (2) we refuse to provide you with the relief you request; and (3) an arbitrator subsequently determines that you were entitled to such relief (or greater relief), the arbitrator shall award you at least \$10,000 and will also require us to pay any other fees and costs to which you are entitled. We encourage you to address all Claims you have in a single Claim Notice and/or a single arbitration. Accordingly, this \$10,000 minimum award is a single award that applies to all Claims you have asserted or could have asserted in the arbitration, and multiple awards of \$10,000 are not contemplated. If a Claimant fails to comply with the requirements of this subparagraph, the Potential Defendant may seek an order requiring the Claimant to comply before the Claimant further pursues the Claim. However, the Claimant's assertion of a Claim in litigation or arbitration without initially complying with this subparagraph will not otherwise impair any of the Claimant's rights (including your rights under this subparagraph), even if the statute of limitations for the Claim expires before the end of the period provided in this subparagraph for the parties to attempt to resolve the Claim.
- (o) **Amendment; Waiver; Etc.:** Notwithstanding any language in this agreement to the contrary, we will not attempt to apply any amendment to this Arbitration Provision without your written consent if and to the extent that the amendment would affect the litigation or arbitration of any Claim that has been the subject of a prior Claim notice. However, this will not limit our power to waive any right we would otherwise have nor our power to afford you any additional right with respect to this Arbitration Provision.

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**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT** - To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.



**AVAILABLE BALANCE** - The available balance in your account is the ending balance on the previous banking day after we have posted all transactions, plus or minus pending transactions (such as deposits, debit card transactions or ATM withdrawals) that have not yet been posted to your account, and minus any holds that we have placed on your account. The available balance does not include (i) transactions that have not been presented for payment, such as checks that you have issued or debit card transactions that you have made that were not authorized by us for the merchant, or (ii) holds for debit card transactions that we authorized for a merchant but were released. For example, if a merchant obtains authorization on a signature-based debit card transaction, a hold will be placed on your account for the amount of the transaction for a period of three (3) business days or until the item is paid, whichever occurs first. During the hold period, the debit card transaction is reflected in your available balance. The debit card transaction is not reflected in your available balance after the hold is released. You are responsible for keeping accurate records concerning transactions on your account and whether transactions have been presented and paid or whether the transactions are outstanding.

**LIABILITY** - You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges (sometimes referred to as fees). You authorize us to deduct these charges directly from the available account balance as accrued regardless of whether such charges create an overdraft in the account. You will pay any additional reasonable charges for services you request which are not covered by this agreement.

Each of you also agrees to be jointly and severally (individually or in solido) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. Each of you authorize us to deduct these charges directly from the available account balance as accrued regardless of whether such charges create an overdraft in the account. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft. This includes liability for our costs to collect the deficit including, to the extent permitted by law, our reasonable attorneys' fees. **IF YOU FURNISH TO US AN INCORRECT ACCOUNT NUMBER IN CONNECTION WITH ANY BANKING TRANSACTION OR SERIES OF BANKING TRANSACTIONS AND WE RELY ON IT, YOU AGREE TO INDEMNIFY AND HOLD US HARMLESS FROM ANY AND ALL LIABILITY, INCLUDING ATTORNEYS' FEES, RESULTING FROM IT.**

**DEPOSITS** - We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us" and EFT deposits). Before settlement of any item becomes final, we act only as your collecting agent, regardless of the form of endorsement or lack of endorsement on the item and even though we cash or provide you provisional credit for the item. We may reverse any provisional credit and charge your account for items that are lost, stolen, or returned, or for which we do not receive final payment, regardless of whether such charges create an overdraft in your account. Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we actually record them. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next following business day that we are open. For daily cutoff times please refer to the section entitled "Your Ability to Withdraw Funds" (funds availability section). At our option, we may take an item for collection rather than for deposit. If we accept a third-party check for deposit, we may require any third-party endorsers to verify or guarantee their endorsements, or endorse in our presence. Subject to the funds availability section, we reserve the right to refuse any deposit and may decline to accept any item or items deposited in the account, and shall not be liable for dishonoring any item drawn on the account and presented for payment after such determination. If any item deposited in your account is returned to us by the paying bank, the Federal Reserve, a clearing house, or other collecting agent, we are authorized to accept the return and charge the item back to your account without prior notice to you and without regard to whether the item was timely returned (e.g., within the midnight deadline). Even if an item was considered by us or you as being paid, and it is subsequently returned to us by the financial institution which it was drawn or originated, due to a claim that the item was altered, forged, unauthorized, or should not have been paid for any other reason, we may, in our discretion, accept the return and charge it back to your account, or place a hold on your account for the amount of the return item until we are satisfied as to the validity of the claim. If we are required to reimburse the Federal Government for all or any portion of benefit payments deposited into your account through direct deposit plan for any reason, you agree that we may, without prior notice, deduct the amount returned to the Federal Government from your account or from any other account you have with us, unless the deduction is prohibited by law. This right is in addition to our right of setoff and our security interest.

**CHECKING ACCOUNT STRUCTURE** - From time to time, the balance in your account may be reclassified to minimize the amount of funds we must maintain to meet the reserve requirements of Federal Reserve Regulation D. This reclassification will occur solely on our books and will not affect FDIC insurance coverage, your account statement, your account balance or the interest, fees and features of your account.

#### **WITHDRAWALS** -

**Signature Authority** - Generally, unless clearly indicated otherwise on the account records, any of you, acting alone, who signs to open the account or has authority to make withdrawals may withdraw or transfer all or any part of the available account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person who signs or has the authority to make withdrawals to endorse any item payable to you or your order for deposit to this account or any other transaction with us.

**Postdated checks** - A postdated check is one which bears a date later than the date on which the check is written. We may properly pay and charge your account for a postdated check even though payment was made before the date of the check, unless we have received written notice of the postdating in time to have a reasonable opportunity to act. The conditions and procedures for giving a postdated check notice are the same as those contained in the stop payments section of this agreement. You agree to pay our specified fee for the handling of a postdated check or item.

**Checks and withdrawal rules** - If you do not purchase your check blanks from us, you must be certain that we approve the check blanks you purchase. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us or by any method we do not specifically permit. We may refuse any withdrawal or transfer request which is greater in number than the frequency permitted, or which is for an amount greater or less than any withdrawal limitations. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply the frequency limitations. If we are presented with an item drawn against your account that would be a "substitute check," as defined by law, but for an error or defect in the item introduced in the substitute check creation process, you agree that we may pay such item. See the funds availability section for information about when you can withdraw funds you deposit. For those accounts to which our funds availability section does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal. In addition, we may place limitations on the account until your identity is verified.

**Waivers** - Even if we honor a nonconforming request, we are not required to do so later. The fact that we may honor withdrawal requests that overdraw the available account balance does not obligate us to do so later.

**Withdrawals - Right to Refuse to Cash a Check for a Payee** - We have the right to refuse to pay a check drawn on your account that is presented for immediate payment over the counter and you agree that we are not liable for wrongful dishonor; instead, we (in our sole discretion) may require the payee or holder of the check to deposit the check in a bank account to be sent through the banking payment and collection channels.

**Right to Require Notice of Withdrawal** - We reserve the right to require at least seven days' written notice prior to any withdrawal or transfer from interest bearing or non-interest bearing checking Accounts (excluding demand deposit Accounts), or savings Accounts. In addition, we may classify non-interest bearing checking Accounts by category to include a transaction portion and a savings portion of the balance in the Account and we may periodically allocate funds between the two categories. Though we typically will not require notice from you, Federal Reserve Regulation D states that we must reserve the right to require at least seven days' written notice prior to withdrawal or transfer of any funds in an Account for which you are authorized to make withdrawals or transfers and which is subject to certain excess withdrawal or transfer limitations as specified by regulation. If at any time we do require this notice, we shall have the right to return unpaid any item for which such notice has not been given, and we shall not be responsible or liable for any injury, loss or inconvenience this may cause you.

**ALABAMA OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION** - These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We reserve the right to refuse some forms of ownership on any or all of our accounts. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the available account balance.

**Single-Party Account** - Such an account is owned by one party.

**Multiple-Party Account** - Parties own account during the lifetime of all parties in proportion to their net contributions, unless there is clear and convincing evidence of a different intent. Any one of such persons, acting alone, has complete access to the account. If any party to the multiple-party account sends notice to us to prevent withdrawals from the account by another party or parties, we may require the party to withdraw the available balance and close the account or we may refuse to allow any further withdrawals from the account except upon the written consent of all parties to it. The remedy we choose is entirely at our discretion. If no designation regarding survivorship is reflected on the Bank's account records, we will consider the ownership to be Multiple-Party with Right of Survivorship.

**ALABAMA RIGHTS AT DEATH - Single-Party Account** - At the death of a party, ownership passes as part of the party's estate.

**Multiple-Party Account With Right of Survivorship** - At death of party, ownership passes to surviving parties. If two or more parties survive and one is the surviving spouse of the deceased party, the amount to which the deceased party, immediately before death, was beneficially entitled by law belongs to the surviving spouse. If two or more parties survive and none is the spouse of the decedent, the amount to which the deceased party, immediately before death, was beneficially entitled by law belongs to the surviving parties in equal shares, and augments the proportion to which each surviving party, immediately before the deceased party's death, was beneficially entitled under law, and the right of survivorship continues between the surviving parties.

**Multiple-Party Account Without Right of Survivorship** - At death of party, deceased party's ownership passes as part of deceased party's estate. Upon death of any party to such account, we are permitted to pay the available account balance to the surviving parties, but this authority protects us only. The surviving multiple-parties may be liable to the heirs, legatees, or creditors of the deceased party to the extent the funds withdrawn by the survivors were owed to the deceased. If any party to a multiple-party account sends notice to us to prevent withdrawals from the account by another party or parties, we may require the party to withdraw the available balance and close the account or we may refuse to allow any further withdrawals from the account except upon the written consent of all parties to it. The remedy we choose is entirely at our discretion.

**Single-Party Account With Pay-on-Death Designation** - At death of the party, ownership passes to the designated pay-on-death beneficiaries, then living, in equal shares, and is not part of the party's estate.

**Multiple-Party Account With Right of Survivorship and Pay-on-Death Designation** - At death of last surviving party, ownership passes to the designated pay-on-death beneficiaries, then living, in equal shares, and is not part of the last surviving party's estate.

**FLORIDA OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION** - These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We reserve the right to refuse some forms of ownership on any or all of our accounts. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the available account balance.

As to any Florida Tenants by the Entirety account, the spouses who own such an account agree that: (1) either spouse may manage the account, write checks, endorse items for deposit, and generally act as the agent for the other spouse regarding

the account; (2) we may assert our right of setoff or security interest in such an account in order to collect a debt owed to us by either spouse; and (3) we have the right to place a hold on such an account in response to a garnishment, levy or other seizure issued against either spouse and either spouse may assert any legal defenses against such garnishment, levy or other seizure.

**Individual Account** - This is an account in the name of one person.

**Joint Account - With Survivorship (And Not As Tenants In Common)** - This is an account in the name of two or more persons, including an account owned by a married couple as tenants by the entirety. Any one of such persons, acting alone, has complete access to the account. Each of you intend that when you die the available balance in the account (subject to any previous pledge to which we have agreed) will belong to the survivor(s) or surviving spouse, in the case of a tenancy by the entireties account. If two or more of you survive, you will own the available balance in the account as joint tenants with survivorship and not as tenants in common. For tenancy by the entireties accounts, upon dissolution of the marriage, you will become joint tenants with survivorship and not tenants in common. If any party to a joint account sends notice to us to prevent withdrawals from the account by another party or parties, we may require the party to withdraw the available balance and close the account or we may refuse to allow any further withdrawals from the account except upon the written consent of all parties to it. The remedy we choose is entirely at our discretion.

**Revocable Trust or Pay-On-Death Account** - If two or more of you create such an account, you own the account jointly with survivorship. Beneficiaries cannot withdraw unless: (1) all persons creating the account die, (2) the beneficiary is then living, and (3) we are not otherwise required by applicable state law to make payment to a parent, custodian, or guardian of a beneficiary. If two or more beneficiaries are named and survive the death of all persons creating the account, such beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating either of these account types reserves the right to: (1) change beneficiaries, (2) change account types, (3) withdraw all or part of the available account balance at any time, and (4) close the account.

**Convenience Account Agent (Single-Party Accounts only)** - A convenience account, as defined by Florida law, means a deposit account other than a certificate of deposit, in the name of one individual, in which one or more individuals have been designated as agent with the right to make deposits to and withdraw funds from or draw checks on such account on the owner's behalf. A single individual is the owner, and the agent is merely designated to conduct transactions on the owner's behalf. Only the owner may designate, substitute, or remove an agent. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf.

**LOUISIANA OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION** - These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We reserve the right to refuse some forms of ownership on any or all of our accounts. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the available account balance.

**Individual Account** - This is an account in the name of one person.

**Joint Account** - This is an account in the names of two or more persons. Any one of such persons, acting alone, has complete access to the account. Upon the death of any party to such account, we are permitted to pay the available account balance to the surviving parties, but this authority protects us only. The surviving joint parties may be liable to the heirs, legatees, or creditors of the deceased party to the extent the funds withdrawn by the survivors were owed to the deceased. If any party to a joint account sends notice to us to prevent withdrawals from the account by another party or parties, we may require the party to withdraw the available balance and close the account or we may refuse to allow any further withdrawals from the account except upon the written consent of all parties to it. The remedy we choose is entirely at our discretion.

**Payable-On-Death Account** - If two or more of you create such an account, your ownership interest is as stated herein under the heading Joint Account. Beneficiaries cannot withdraw unless: (1) all persons creating the account die, (2) the beneficiary is then living, and (3) we are not otherwise required by Louisiana law to make payment to a parent, custodian, or guardian of a beneficiary. If two or more beneficiaries are named and survive the death of all persons creating the account, such beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating this type of account reserves the right to: (1) change beneficiaries, (2) change account types, (3) withdraw all or part of the available account balance at any time, and (4) close the account. A "Payable on Death" affidavit must be completed in order to establish a "Payable on Death" account. All "Payable on Death" accounts are subject to Louisiana law, including inheritance laws.

**MISSISSIPPI OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION** - These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We reserve the right to refuse some forms of ownership on any or all of our accounts. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the available account balance.

**Individual Account** - This is an account in the name of one person.

**Joint Account - With Survivorship (And Not As Tenants In Common)** - This is an account in the name of two or more persons. Any one of such persons, acting alone, has complete access to the account. Each of you intend that when you die the available balance in the account (subject to any previous pledge to which we have agreed) will belong to the survivor(s). If two or more of you survive, you will own the available balance in the account as joint tenants with survivorship and not as tenants in common. If any party to a joint account sends notice to us to prevent withdrawals from the account by another party or parties, we may require the party to withdraw the available balance and close the account or we may refuse to allow any further withdrawals from the account except upon the written consent of all parties to it. The remedy we choose is entirely at our discretion.

**Revocable Trust or Pay-On-Death Account** - If two or more of you create such an account, you own the account jointly with survivorship. Beneficiaries cannot withdraw unless: (1) all persons creating the account die, (2) the beneficiary is then living, and (3) we are not otherwise required by applicable state law to make payment to a parent, custodian, or guardian of a beneficiary. If two or more beneficiaries are named and survive the death of all persons creating the account, such beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating either of these account types reserves the right to: (1) change beneficiaries, (2) change account types, (3) withdraw all or part of the available account balance at any time, and (4) close the account.

**TEXAS UNIFORM SINGLE-PARTY OR MULTIPLE-PARTY ACCOUNT SELECTION FORM NOTICE** - The type of account you select may determine how property passes on your death. Your will may not control the disposition of funds held in some of the following accounts. You may choose to designate one or more convenience signers on an account, even if the account is not a convenience account. A designated convenience signer may make transactions on your behalf during your lifetime, but does not own the account during your lifetime. The designated convenience signer owns the account on your death only if the convenience signer is also designated as a P.O.D. payee or trust account beneficiary.

**Single-Party Account Without "P.O.D." (Payable on Death) Designation** - The party to the account owns the account. On the death of the party, ownership of the account passes as a part of the party's estate under the party's will or by intestacy.

**Single-Party Account With "P.O.D." (Payable on Death) Designation** - The party to the account owns the account. On the death of the party, ownership of the account passes to the P.O.D. beneficiaries of the account. The account is not a part of the party's estate.

**Multiple-Party Account Without Right of Survivorship** - The parties to the account own the account in proportion to the parties' net contributions to the account. 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 of the account passes as a part of the party's estate under the party's will or by intestacy.

**Multiple-Party Account With Right of Survivorship** - The parties to the account own the account in proportion to the parties' net contributions to the account. 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 of the account passes to the surviving parties.

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

**Convenience Account** - The parties to the account own the account. One or more convenience signers to the account may make account transactions for a party. A convenience signer does not own the account. On the death of the last surviving party, ownership of the account passes as a part of the last surviving party's estate under the last surviving party's will or by intestacy. The financial institution may pay funds in the account to a convenience signer before the financial institution receives notice of the death of the last surviving party. The payment to a convenience signer does not affect the parties' ownership of the account.

**Trust Account** - The parties named as trustees to the account own the account in proportion to the parties' net contributions to the account. A trustee may withdraw funds from the account. A beneficiary may not withdraw funds from the account before all trustees are deceased. On the death of the last surviving trustee, the ownership of the account passes to the beneficiary. The trust account is not a part of a trustee's estate and does not pass under the trustee's will or by intestacy, unless the trustee survives all of the beneficiaries and all other trustees.

**ADDITIONAL TERMS FOR JOINT AND MULTIPLE-PARTY ACCOUNTS** - All persons whose names appear on the account are co-owners of the account regardless of whose money is deposited in the account. Each co-owner acts for themselves and on behalf of each other co-owner. And, each co-owner authorizes each other co-owner to have full access to any and all funds on deposit in the account and to exercise any and all rights to such account, all without the further consent or approval of any other co-owner. Therefore, we may rely upon the instructions of one co-owner without any liability to any other co-owner. For example, such complete access to the account means that we may allow one co-owner without the consent or approval of any other co-owner to:

- add additional persons as co-owners;
- authorize other persons to access the account and thereby enable them to: (i) obtain information regarding the account and the transactions of any other co-owner; and (ii) deposit or withdraw or transfer part or all the funds in the account and even create overdrafts or return items by drawing against insufficient funds;
- change the mailing address for account statements or elect to receive electronic statements in lieu of paper statements;
- endorse on behalf of another co-owner an item payable to the other co-owner and deposit the item in the account;
- instruct us to stop payment on a check drawn or other item approved by another co-owner;
- obtain an ATM or debit card;
- draw upon any overdraft or other line of credit linked to the account;
- pledge the account as collateral for any debts; and
- close the account.

**UTMA ACCOUNT** - Under the Uniform Transfers to Minors Act, the funds in the account may be accessed only by the custodian (or successor custodian), and the funds must be used for the benefit of the minor. We, however, have no duty or agreement whatsoever to monitor or insure that the acts of the custodian (or successor custodian) are for the minor's benefit. For this type of account, the minor's SSN/TIN is used for the Backup Withholding Certification. The custodian (or successor custodian) shall transfer the custodial property (the account) to the minor or to the minor's estate according to the State UTMA provisions applicable to the UTMA Account.

**FIDUCIARY ACCOUNT** - Accounts may be opened by a person acting in a fiduciary capacity. For example, this account may be opened and maintained by a person or persons named as a trustee under a written trust agreement, or as executors, administrators, guardians, conservators, tutors and other fiduciaries appointed or recognized under court orders. You understand that by merely opening such an account, we are not acting in the capacity of a trustee in connection with the trust nor do we undertake any obligation to monitor or enforce the terms of the trust or Court issued letters appointing any such fiduciary.

**TEMPORARY ACCOUNT AGREEMENT** - If this option is selected, this is a temporary account agreement. This means that all account owners have not yet signed the signature card, or that some other account opening requirement has not been completed. We may give you a duplicate signature card so that you can obtain all of the necessary signatures and return it to us. Each person who signs in the space designated for signatures on the signature card (except as indicated to the contrary) may transact business on this account. However, we may at some time in the future restrict or prohibit further use of this account if you fail to comply with the requirements we have imposed within a reasonable time.

**BUSINESS PURPOSE ACCOUNT** - Earnings in the form of interest, dividends, or credits will be paid only on collected funds, unless otherwise provided by law or our policy. We may require the governing body of the legal entity opening the account to provide us with appropriate documentation to establish existence and to give us a separate authorization telling us who is authorized to act on its behalf. We will honor the authorization until we actually receive written notice of a change from the governing body of the legal entity. It is the responsibility of the legal entity to inform us when changes occur to the status, control, ownership, and/or management authority of the legal entity and to provide appropriate documentation reflecting the same to us. Failure to do so may result in the account being closed or funds frozen. Additionally, for Texas accounts, as a sole proprietor you agree to keep us updated with the current physical address of the business, your home address, and your driver's license number or personal identification card number issued to you by the Texas Department of Public Safety, or, as a corporation or other legal entity, you agree to keep us updated with any current changes to your certificate of incorporation or comparable document and an assumed name certificate, if any.

**TRANSACTIONS IN A FOREIGN CURRENCY** - Any transaction we conduct for you in a foreign currency, such as sending or receiving a wire transfer to or from another country, depositing a foreign check, or exchanging foreign currency in our branches, will use an exchange rate. Currency exchange is only available at a limited number of branches and in certain currencies. The exchange rate we use may include a spread, commissions, or other costs that we, our affiliates, or our vendors may charge in providing foreign currency exchange to you. The exchange rate will vary depending upon the type of transaction being conducted, the dollar amount, the type of currency, the date and time of the exchange, and whether the transaction is a debit or credit to your account. The exchange rate you pay may be less favorable than the exchange rates widely quoted in public sources or provided by private services.

We are not required to accept for deposit checks that are drawn on a non-U.S. bank or payable in a foreign currency. We may accept those checks on a collection basis without your specific instruction to do so. We can reverse any amount we've added to your balance and send the check on a collection basis even after we've taken physical possession of the check. Our Funds Availability Policy (contained in the section titled "Your Ability To Withdraw Funds") does not apply to any foreign check, whether we accept it for deposit or on a collection basis. The actual amount you receive for checks payable in a foreign currency will be determined at the exchange rate for such items that's in effect when we're paid for the check. If a check is returned later for any reason, we will subtract the amount of the check and any charges from other banks from your balance. We will use the applicable exchange rate in effect at the time of the return, which may be different from the exchange rate originally used for the deposit.

**STOP PAYMENTS** - Unless otherwise provided, the rules in this section cover stopping payment of items such as checks and drafts. Rules for stopping payment of other types of transfers of funds, such as consumer electronic fund transfers, may be established by law or our policy. If we have not disclosed these rules to you elsewhere, you may ask us about those rules.

Any Authorized Signer on an Account has the right to stop payment on a check or draft drawn on your Account that has not already been paid or certified. You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. Because stop-payment orders are processed electronically by computers, to be effective, your stop-payment order must precisely identify the number, date, amount of the item, the payee, and the account number on which the item will be drawn.

Stop payment requests may be made in writing or by phone. Generally, if your stop-payment order is given to us in writing or by other authenticated record, your stop-payment order is effective for six months. Your order will lapse after that time if you do not renew the order in writing or by other authenticated record, before the end of the six-month period. If the original stop-payment order was verbal your stop-payment order may lapse after 14 calendar days if you do not confirm your order in writing or by other authenticated record, within that time period. We are not obligated to notify you whether a stop-payment may expire or not or if a stop-payment order does expire. Please note that, the foregoing notwithstanding, stop-payment orders for pre-authorized payments must be either given or confirmed in writing (or by other authenticated record) as discussed in the section dealing with Electronic Funds Transfers. Each renewal is treated as a new stop-payment order.

**IF YOU STOP PAYMENT ON AN ITEM AND WE INCUR ANY DAMAGES OR EXPENSES BECAUSE OF THE STOP PAYMENT, YOU AGREE TO INDEMNIFY US FOR THOSE DAMAGES OR EXPENSES, INCLUDING ATTORNEYS' FEES.**

If we pay an item over a valid and timely stop payment order, you agree that we will be responsible only to the extent that you can establish that you have incurred actual damages as a result of our payment. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop-payment order. You agree to pay the stop payment fees specified elsewhere in the Deposit Account Information, Truth-in-Savings Disclosure or in another accompanying document.

**TELEPHONE TRANSFERS** - A telephone or computer transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. Your access code will be required if you make the transfer using our information line 1-800-448-8812. Other account transfer restrictions may be described elsewhere.

**TRANSFER LIMITATIONS** - For savings and money market accounts you may make up to six transfers or withdrawals by means of a preauthorized, automatic, or telephonic transfer to another account of yours or to a third party or by check, debit card, or similar order to a third party during any calendar month (or statement cycle of at least four weeks). A preauthorized transfer includes any arrangement with us to pay a third party from your account at (i) a predetermined time; (ii) on a fixed schedule or (iii) upon oral or written orders including orders received through the automated clearing house (ACH). If the transfer or withdrawal is initiated in person, by mail, or at an ATM then there is no limit on the number of payments that may be made directly to you, directly to us for amounts you owe us, or transfers to other accounts you have with us. Withdrawals by phone are also unlimited if you are requesting that a check be mailed to you. We may treat continued abuse of the stated limitations (if any) as your act of closing the account, or we may at our option reclassify your account as a transaction account. If you abuse these transfer limitations more than three times within a twelve month period, federal law requires us to either convert your account to one without transfer limitations or to take away your ability to make transfers or withdrawals from your account.

**CLOSING AN ACCOUNT** - We may close any account in our sole discretion at any time, for any or no reason and without notice to you. For example, we may close your account with no notice of action if the account has a zero balance. If we close your account with a balance, we will notify you of our action and send you a check for the collected balance in your account, less any amounts due to us or for checks in process. The Bank is not liable for any damages or liabilities resulting from the termination of an account relationship. Subject to any rights we may have with respect to advance notice of withdrawal from your account, you may close your account at any time and for any reason. If we receive a deposit, check or other debit item to your closed account, the account may be reopened in our discretion to accept the deposit or debit for you, even if doing so overdraws your account, and funds deposited therein will be subject to any and all rights we may have with respect to offset. If your account is overdrawn when we close it, you agree to promptly pay all amounts owed to us.

**AMENDMENTS AND TERMINATION** - We may change any term of this agreement. Rules governing changes in interest rates are provided separately in the Deposit Account Information - Truth-in-Savings Disclosure or in another accompanying document. For other changes, we will give you reasonable notice in writing (or as otherwise provided for in this agreement) or by any other method permitted by law. We may also close this account at any time upon reasonable notice to you and tender, personally or by mail, the available account balance plus any accrued but uncredited interest less any service fees, early withdrawal penalties, claims, setoffs or other amounts you owe us. Items presented for payment after the account is closed will normally be dishonored. When you close your account, you are responsible for leaving enough money in the account to cover any outstanding items to be paid from the account. If the balance in your account goes to zero or in the overdraft (i.e., a negative balance), we reserve the right to consider your account closed without providing notice to you.

Any termination of this agreement and closing of your account will not release you from (1) your obligation to pay any fees or other liabilities incurred before the termination, (2) your obligation to pay those fees you incur in the process of closing out your account, or (3) your liability on outstanding checks or items, including, but not limited to, any claim of unauthorized, improper or missing endorsement or drawer's signature or of alteration of a check or item deposited or cashed by you. This agreement will continue to govern matters relating to your account which arose before termination or which may arise later.

Reasonable notice depends on the circumstances, and in some cases such as when we cannot verify your identity or we suspect fraud, it might be reasonable for us to give you notice after the change or account closure becomes effective. For instance, if we suspect fraudulent activity with respect to your account, we might immediately freeze or close your account and then give you notice. You agree to keep us informed of your current address at all times. If we have notified you of a change in any term of your account and you continue to have your account after the effective date of the change, you have agreed to the new term(s).

**NOTICES** - Any written notice you give to us is effective when it is actually received by us and we have had a reasonable opportunity to act on it. Any written notice we give to you is effective whether or not it is actually received when (1) it is mailed to you at your account or statement mailing address, (2) it is included in or on the periodic statement of your account, (3) it is delivered to you in person by our employees or agents, (4) it is transmitted to you by facsimile machine, computer or other electronic means or (5) when the notice is issued if we are holding your mail at your request or because you have failed to provide us with a current mailing address. Notice to any one depositor of an account is notice to all depositors of that account.

**WAIVER OF RIGHTS BY THE BANK** - We reserve the right to waive the enforcement of any of the terms of this agreement with respect to any transaction or series of transactions. No waiver by us (whether or not in writing) of any term, condition, or obligation in connection with your account shall create a course of dealing or waive the same term, condition or obligation again, nor shall any other provision, term, condition or obligation be affected by such waiver.

**STATEMENTS** - Statements are a valuable tool to help prevent fraudulent or mistaken transfers. References to statement or statements refer to either paper statements that we send or make available to you or electronic statements that you elected to receive in lieu of paper statements. Also, references to cancelled or returned checks or items also refer to images of such cancelled or returned checks or items included in your statement. Your statement will show the transactions that occurred in connection with your account during the statement period. Your statement will provide sufficient information for you to reasonably identify the items paid (item number, amount, and date of payment). You should keep a record of each transaction as it is made so that when we give you the information in the statement, you will have a complete understanding of each transaction listed.

You have certain responsibilities in connection with your statement, including the obligation to examine your statement and any cancelled checks or other items and promptly notify of us of any "problems," as defined below. Because you are in the best position to discover an unauthorized signature or alteration, unauthorized payment, withdrawal or transfer, a missing or diverted deposit or other error or irregularity (a "problem"), you agree that we will not be liable for the problem if you have not reported the problem to us in a writing that is signed and dated by you within 30 days from when we first send or make the statement available to you containing the problem (except to the extent that the relevant law allocates responsibility otherwise). If there is a problem and you do not timely report the problem, the statement is considered correct and you are barred from bringing any action against us that is in any way related to the problem (except to the extent that the relevant law allocates responsibility otherwise), including any claim for subsequent unauthorized transactions by the same wrongdoer.

In addition to the notice requirements above, you further agree that if you fail to provide us written notice of any unauthorized signatures, alterations, or any other problem in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us for any problem reflected in that statement (or in subsequent statements, if the problem is caused by the same wrongdoer), without regard to whether we exercised ordinary care and, as between you and us, the loss will be entirely yours.

You are considered to have received the statements upon mailing or other agreed method of delivery as provided in this agreement whether or not you actually receive them. You agree that the time you have to examine your statement and provide written notice to us will depend on the circumstances, but you will not, in any circumstance, have a total of more than 30 days from when we first send or make the statement available to you. If we hold your mail at your request or because you fail to provide us with a current mailing address, you agree we have made these items available to you when the statement is issued.

Contact us if you do not receive your regular statement. If a statement is returned to us as undeliverable we may upon such return destroy the statement and original items, if any. We may also hold any and all future statements for accounts which list the address used for the statement which was returned to us as undeliverable. However, we will provide you with a copy of any such statement and items upon your request and payment of the applicable fee, if any. If this is a business account, you agree that you will have at least two people review your statements, notices, and returned checks, or in the alternative, the person who reviews these will be someone who does not have authority to transact business on the account.

**Errors relating to electronic fund transfers or substitute checks** - For information on errors relating to electronic fund transfers (e.g., computer, debit card or ATM transactions) refer to your Electronic Fund Transfers disclosure and the sections on consumer liability and error resolution. For information on errors relating to a substitute check you received, refer to your disclosure entitled Substitute Checks and Your Rights.

**ACCOUNT TRANSFER** - If you attempt to transfer or assign all or a part of your account, we will not be bound by the transfer or assignment until we agree in writing to the transfer or assignment. We are not required to accept or recognize any transfer or assignment. Unless we agree otherwise in writing, any rights of a transferee or assignee will be subject to our right of setoff or prior security interest. We have no obligation to notify you or any other person before disbursing any funds from your account in accordance with what we in good faith believe to be the terms of the transfer or assignment.

**SETOFF** - We may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt you owe us now or in the future, by any of you having the right of withdrawal, to the extent of such persons' or legal entity's right to withdraw. If the debt arises from a note, "any due and payable debt" includes the total amount of which we are entitled to demand payment under the terms of the note at the time we set off, including any balance the due date for which we properly accelerate under the note. Additionally, by and through this agreement, you grant us a continuing security interest in your account to secure any and all present and future debts that you owe to us. In the case of a joint account, each joint depositor agrees that we may use the money in the account to satisfy any of their individual or joint obligations. The security interest granted by this agreement is consensual and is in addition to the Bank's right of setoff (referred to as statutory security interest in Louisiana). The rights of any POD beneficiary do not attach before and therefore do not take priority over our right of setoff or a consensual security interest granted to us in your account.

This right of setoff and consensual security interest do not apply to this account if: (a) it is an IRA or other tax-deferred retirement account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), (c) the debtor's right of withdrawal only arises in a representative capacity, or (d) for Texas customers, the debt is a home equity loan or Home Equity Line of Credit extended pursuant to Article XVI, Section 50(a)(6) of the Texas Constitution. We will not be liable for any interest penalty or the dishonor of any check when the penalty or dishonor occurs because we set off a debt against this account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff. Notwithstanding any other provision in this agreement to the contrary, we will not exercise any right of setoff to any arbitration award made to us unless and until the arbitration award is confirmed by a court having jurisdiction and becomes a final judgment and unless and until any timely appeal thereof is completed.

**AUTHORIZED SIGNER (Non-business Accounts)** - An authorized signer is someone designated by you to conduct transactions on your behalf. An authorized signer is not an owner of the account. You do not give up any rights to act on the account, and the authorized signer may not in any manner affect your rights or those of the beneficiaries, if any. You are responsible for any transactions of the authorized signer. We undertake no obligation to monitor transactions to determine that they are on your behalf. We reserve the right to require that the designation or removal of an authorized signer must be agreed to by all owners of the account. We may refuse to accept an authorized signer.

**MULTIPLE SIGNATURES NOT REQUIRED** - We may act on the oral or written instructions of any one signer on the account. Each signer may make withdrawals, write checks, transfer funds, stop payments, obtain ancillary services (e.g., electronic fund transfer services or wire transfers), and otherwise give us instructions regarding your account. We may require written authorization for some actions.

We do not assume a duty to enforce multiple signature requirements that you may agree upon among yourselves. If you indicate on your checks or signature card or other account documents that more than one signature is required for withdrawal, this indication is for your own internal procedures and is not binding on us.

We may disregard any instructions to permit withdrawals only upon more than one signature with respect to checks, electronic fund transfers or other debit/withdrawal requests. We may pay out funds from your account if the check, item or other withdrawal or transfer instruction is signed or approved by any one of the persons authorized to sign on the account. We are not liable to you if we do this.

**RESTRICTIVE LEGENDS** - The automated processing of the large volume of checks and items we receive prevents us from inspecting or looking for special instructions or "restrictive legends" on every check or item. Examples of restrictive legends placed on checks or items are "must be presented within 90 days" or "not valid for more than \$1,000.00." For this reason, we are not required to honor any restrictive legend placed on checks or items you write unless we have agreed in writing to the restriction. We are not responsible for any losses, claims, damages, or expenses that result from your placement of these or other special instructions on your checks or items.

**AUTOMATED CLEARING HOUSE (ACH) AND WIRE TRANSFERS** - This agreement is subject to Article 4A of the Uniform Commercial Code - Fund Transfers as adopted in the state in which you have your account with us. If you originate a fund transfer for which Fedwire is used, and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. If we receive a credit to an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit. Wire transfers are subject to any wire transfer agreement between you and us, the terms of which are made a part of this agreement.

**FACSIMILE SIGNATURES - YOUR USE OF A FACSIMILE SIGNATURE OR MARK MADE BY A MACHINE, STAMP OR OTHER DEVICE OTHER THAN A HANDWRITTEN SIGNATURE IS EVIDENCE OF YOUR AUTHORIZATION TO US TO PAY CHECKS OR ITEMS CONTAINING OR PURPORTING TO CONTAIN THE FACSIMILE SIGNATURE OR MARK EVEN IF YOU HAVE NOT GIVEN US SPECIFIC AUTHORITY. YOU HEREBY AGREE TO DEFEND, INDEMNIFY AND HOLD US HARMLESS FOR HONORING ANY CHECK OR ITEM BEARING OR PURPORTING TO BEAR SUCH FACSIMILE SIGNATURE OR MARK.**

**YOU RECOGNIZE AND AGREE THAT USE OF A FACSIMILE SIGNATURE OR MARK COULD RESULT IN THE PAYMENT OF A CHECK OR ITEM ON YOUR ACCOUNT THAT WAS NOT AUTHORIZED BY YOU. IF YOU USE A FACSIMILE SIGNATURE OR MARK MADE BY A MACHINE, STAMP OR OTHER DEVICE OTHER THAN A HANDWRITTEN SIGNATURE, WE MAY ACT ON SUCH FACSIMILE SIGNATURE OR MARK REGARDLESS OF BY WHOSE ACT OR BY WHICH MEANS SUCH FACSIMILE SIGNATURE OR MARK APPEARS ON THE CHECK OR OTHER ITEM AND REGARDLESS OF WHETHER YOU AUTHORIZED THE USE OF SUCH FACSIMILE SIGNATURE OR MARK. WE WILL NOT BE LIABLE AND WILL NOT RECREDIT YOUR ACCOUNT FOR THE AMOUNT OF ANY CHECK OR WITHDRAWAL OR OTHER DAMAGES YOU MAY SUFFER BECAUSE OF SUCH FORGED OR UNAUTHORIZED FACSIMILE SIGNATURE OR MARK.**

**PLEDGES** - Unless we agree otherwise in writing, each owner of this account may pledge all or any part of the funds in it for any purpose to which we agree. Any pledge of this account must first be satisfied before the rights of any surviving account owner or account beneficiary become effective. For example, if an account has two owners and one of the owners pledges the account (i.e., uses it to secure a debt) and then dies, (1) the surviving owner's rights in this account do not take effect until the debt has been satisfied, and (2) the debt may be satisfied with the funds in this account.

**POWER OF ATTORNEY** - You may wish to appoint an agent to conduct transactions on your behalf. This may be done by separate form, such as a power of attorney duly prepared and executed according to applicable state law. We have no duty or agreement whatsoever to honor or accept any power of attorney on your account, and we reserve the right to require consent of all owners of an account as a prerequisite for accepting a power of attorney. We are not required to recognize any substitute agent, but have the right to accept an appointment of substitute agent on an account by an agent or attorney-in-fact in our sole discretion, and you agree to be bound by the actions of any such substitute agent. If we accept a power of attorney, we may continue to honor the transactions of the agent until: (a) we receive written notice of your revocation of the authority or your death, and (b) we have had a reasonable opportunity to act on that notice. We reserve the right to require at any time verification, in a form acceptable to us, of the agent's current and continuing authority. You agree not to hold us responsible for any loss or damage you may incur as a result of our following instructions given by an agent acting under a valid power of attorney (or a substitute agent appointed by your agent). We also reserve the right to restrict the types or sizes of transactions we will permit the agent to conduct, on a case-by-case basis, and to impose whatever requirements and restrictions we deem appropriate.

**STALE-DATED CHECKS** - We are not obligated to, but may at our option, pay a check or item, other than a certified check, presented for payment more than six months after its date. If you do not want us to pay a stale-dated check or item, you must place a stop-payment order on it in the manner we have described.

**FDIC INSURANCE** - Funds in your account(s) with us are insured by the Federal Deposit Insurance Corporation (FDIC) and backed by the full faith and credit of the United States. The amount of insurance coverage you have depends on the number of accounts you have with us that are of different "ownership." An individual account is one unique form of "ownership"; a joint

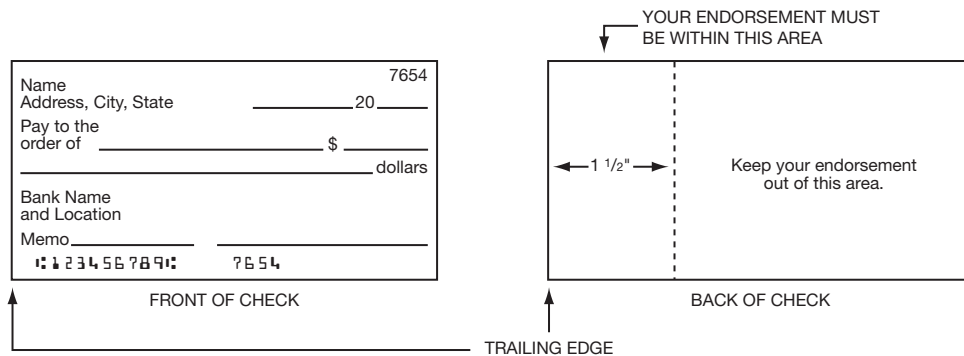


account, a pay-on-death account, and a self directed qualified retirement account (e.g., an IRA) are examples of some of the others. The standard insurance amount is \$250,000 per depositor, per insured bank, for each account ownership category. If you want a more detailed explanation or additional information, you may ask us or contact the FDIC. You can also visit the FDIC website at [www.fdic.gov](http://www.fdic.gov) and click on the Deposit Insurance link. The link includes detailed contact information as well as a deposit insurance estimator.

**ENDORSEMENTS** - We may accept for deposit any item payable to you or your order, even if they are not endorsed by you. We may give cash back to any one of you. We may supply any missing endorsement(s) for any item we accept for deposit or collection, and you warrant that all endorsements are genuine.

To ensure that your check or share draft is processed without delay, you must endorse it (sign it on the back) in a specific area. Your entire endorsement (whether a signature or a stamp) along with any other endorsement information (e.g. additional endorsements, ID information, driver's license number, etc.) must fall within 1 1/2" of the "trailing edge" of a check. Endorsements must be made in blue or black ink, so that they are readable by automated check processing equipment.

As you look at the front of a check, the "trailing edge" is the left edge. When you flip the check over, be sure to keep all endorsement information within 1 1/2" of that edge.



It is important that you confine the endorsement information to this area since the remaining blank space will be used by others in the processing of the check to place additional needed endorsements and information. **YOU AGREE THAT YOU WILL INDEMNIFY, DEFEND, AND HOLD US HARMLESS FOR ANY LOSS, LIABILITY, DAMAGE OR EXPENSE THAT OCCURS BECAUSE YOUR ENDORSEMENT, A PRIOR ENDORSEMENT OR INFORMATION YOU HAVE PRINTED ON THE BACK OF THE CHECK OBSCURES OUR ENDORSEMENT.**

These endorsement guidelines apply to both personal and business checks.

**UNCLAIMED PROPERTY AND DORMANT ACCOUNTS** - The law establishes procedures under which unclaimed property must be surrendered to the state. Generally, the funds in your account are considered unclaimed if you have not had any activity or communication with us regarding your account over a period of years. Ask us if you want further information about the period of time or type of activity that will prevent your account from being unclaimed. If your funds are surrendered to the state, you may be able to reclaim them, but your claim must be presented to the state. Once your funds are surrendered, we no longer have any liability or responsibility with respect to the funds.

We will consider your account dormant if you do not make any deposits to or withdrawals from a Checking account for a period of 1 year and a Savings account for 2 years. Fees applicable to the account will continue to be assessed, but we may charge you an additional dormant account fee to the extent allowed by relevant law and as disclosed in our schedule of fees.

**DEATH OR INCOMPETENCE** - You agree to notify us promptly if any person with a right to withdraw funds from your account(s) dies or becomes legally incompetent. We may continue to honor your checks, items, and instructions until: (a) we know of such death or incompetence, and (b) we have had a reasonable opportunity to act on that knowledge. You agree that we may pay or certify checks drawn on or before the date of death or legal incompetence for up to ten (10) days after such death or legal incompetence unless ordered to stop payment by someone claiming an interest in the account.

**CASH TRANSACTION REPORTING** - To help law enforcement agencies detect illegal activities, the law requires all financial institutions to gather and report information on certain types of cash transactions. If the information we need to complete the report is not provided, we are required to refuse to handle the transaction. If you have any questions regarding these rules, please contact your local Internal Revenue Service office.

**BACKUP WITHHOLDING/TIN CERTIFICATION** - Federal tax law requires us to report interest payments we make to you of \$10 or more in a year, and to include your taxpayer identification number (TIN) on the report. Interest includes dividends, interest and bonus payments for purposes of this rule. Therefore, we require you to provide us with your TIN and to certify that it is correct. The TIN is either a social security number (SSN) or an employer identification number (EIN). For most organization or business accounts other than sole proprietorships, the appropriate TIN is the EIN of the organization or business entity. For sole proprietorships, either the SSN or the EIN is appropriate. However, we must supply the IRS with both the individual owner's name and the business name of the sole proprietorship. The appropriate TINs for various other types of accounts are:

Account type - TIN

Individual - SSN of the individual.

Joint Account - SSN of the owner named first on the account unless we agree to designate otherwise.

Uniform Gift/Transfer to Minor - SSN of the minor.

Informal (Revocable) Trust - SSN of the owner.

In some circumstances, federal law requires us to withhold and pay to the IRS a percentage of the interest that is earned on funds in your accounts. This is known as backup withholding. We will not have to withhold interest payments when you open your account if you certify your TIN and certify that you are not subject to backup withholding due to underreporting of interest. We may subsequently be required to begin backup withholding if the IRS informs us that you supplied an incorrect TIN or that you underreported your interest income. If you do not have a TIN, we may defer backup withholding if you certify that you do not have a TIN but have applied for one. However, we must begin backup withholding if you do not supply us with a certified TIN within 60 days. If you do not have a TIN because you are a foreign person (either an individual who is a nonresident alien or a foreign organization) you must certify your foreign status. If you are an exempt payee (receiver of interest payments), you do not need to certify your TIN, but you will have to certify your exempt status and supply us with your TIN. The most common exempt payees are corporations, organizations exempt from tax under Section 501(a), and an individual retirement plan or a custodial account under Section 403(b)(7). If you do not supply us with the appropriate TIN, we may refuse to open your account.

**CREDIT VERIFICATION** - You agree that we may verify credit and employment history by any necessary means, including obtaining a credit report from a credit reporting agency.

**LOST, DESTROYED, OR STOLEN CERTIFIED, CASHIER'S, OR TELLER'S CHECKS** - Under some circumstances you may be able to assert a claim for the amount of a lost, destroyed, or stolen certified, cashier's or teller's check. To assert the claim: (a) you must be the remitter (or drawer of a certified check) or payee of the check, (b) we must receive notice from you describing the check with reasonable certainty and asking for payment of the amount of the check, (c) we must receive the notice in time for us to have a reasonable opportunity to act on it, and (d) you must give us a declaration (in a form we require) of your loss with respect to the check. You can ask us for a declaration form. Even if all of these conditions are met, your claim may not be immediately enforceable. We may pay the check until the ninetieth day after the date of the check (or date of acceptance of a certified check). Therefore, your claim is not enforceable until the ninetieth day after the date of the check or date of acceptance, and the conditions listed above have been met. If we have not already paid the check, on the day your claim is enforceable we become obligated to pay you the amount of the check. We will pay you in cash or issue another certified check.

At our option, we may pay you the amount of the check before your claim becomes enforceable. **HOWEVER, WE WILL REQUIRE YOU TO AGREE TO INDEMNIFY US FOR ANY LOSSES WE MIGHT SUFFER.** This means that if the check is presented after we pay your claim, and we pay the check, you are responsible to cover our losses. We may require you to provide a surety bond to assure that you can pay us if we suffer a loss.

**CHANGING ACCOUNT PRODUCTS** - We may change your account to another product offered by us at any time by giving you notice that your account will be changed to another product on a specified date. If your account is a time account, the change will not occur before the next maturity date of your account. If you do not close your account before the date specified in the notice, you are deemed to have consented to the change.

**TRANSACTIONS BY MAIL** - You may deposit checks by mail. You should endorse the check being sent through the mail with the words "For Deposit Only" and should include your correct account number underneath to ensure the check is credited to the correct account. You should use the pre-encoded checking deposit slips found behind your checks in your checkbook. If you do not use your deposit slip or provide us with instructions indicating how or where the check should be credited, we may apply it to any account or any loan balance you have with us or we may return the check to you. Receipts for such transactions will be mailed to you only if a self-addressed stamped envelope is provided. Following your deposit, examine your statement carefully or call us to ensure that we received the item. Do not send cash through the mail for deposit.

**LEGAL ACTIONS AFFECTING YOUR ACCOUNT** - If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your account (termed "legal action" in this section), we will comply with that legal action subject to our right of setoff and our consensual security interest in your account. In these cases, we will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds from your account or in any way restricted access to your funds in accordance with the legal action. You agree that any fees we charge or expenses we incur in responding to any legal action (including, without limitation, attorneys' fees and our internal expenses) may be charged against your account without prior notice to you, regardless of whether such fees and expenses create an overdraft in your account. Our service charges and fees, including any fees that we may charge for certain legal actions, are set forth either in this agreement, the Deposit Account Information - Truth-in-Savings Disclosure, or Business Account Service Fee Information Disclosure.

You agree that we may accept and comply with any legal action of any jurisdiction served upon us in person, by mail, by facsimile transmission, or by other means, whether served upon us at the location where the account, property or records are held or at some other location. You agree that we are not obligated to determine whether a court or agency issuing legal action has jurisdiction over you or the account or other property at issue. You further agree that we have no obligation to contest any such legal action, but, we may do so in our sole discretion to protect our interests. We may, but we are not required to, send a notice to you of the legal action served upon us related to your account, property or records. We will not send a notice if we believe that we are prohibited from doing so by law. We have no liability to you if we accept and comply with legal action as provided in this section or as otherwise required by law.

**CHECK PROCESSING** - We may process items mechanically by relying on the information encoded in magnetic ink along the bottom of the items. This means that we do not individually examine all of your items to determine if the item is properly completed, signed and endorsed and you acknowledge that payment by this method is in accordance with reasonable banking standards and constitutes ordinary care in paying checks or items. We may determine the available balance in your account for the purpose of deciding whether to return an item for insufficient funds at any time between the time we receive

the item and when we return the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the available balance at the subsequent time will determine whether the available balance is sufficient to pay the item(s).

Generally, we post deposits and other credits received by us before the deposit cut-off time first and then we post withdrawals (debits) such as checks and electronic debits by categories and priorities within the category. The withdrawals are placed in categories defined by us based on the type of withdrawal. The following are examples of the types of withdrawals in the sequence in which the categories are posted:

- Debits we are obligated to pay or that we want to ensure are paid ahead of other debits.
- Debits we are obligated to pay (debit card transactions that have been authorized by a merchant and settlement for funds transfers that we have accepted or executed).
- Cash withdrawals and certain electronic transfers (teller paid checks, ATM debits).
- Other electronic debits (e-Banking, ACH debits, and recurring debit card debits).
- Checks issued by you and certain internal debits.
- Bank fees (service charge, stop payment fees, wire transfer fees, etc.).

The above are only examples of debits and does not include every type of debit that may be posted to your account.

The priorities of posting debits within the categories are based on the type of withdrawal and whether the withdrawal contains a check or serial number or whether we can determine the date and time of the authorization or initiation of an electronic debit. For example, debits, such as checks that you issue, are posted in check number sequence and certain electronic debits are posted based on the date and time they are authorized or initiated. If we cannot determine the check number or the date and time of the electronic debit, we will generally post the debits in ascending order from the smallest amount to the largest amount. We reserve the right to change the categories, the sequence of posting the categories, and the sequence of posting transactions within a category without notice to you.

**NON-SUFFICIENT FUNDS AND OVERDRAFTS - Individual Non-Sufficient Funds and Overdrafts.** We may determine the available balance in your account for the purpose of deciding whether to (i) return a check or other item for insufficient available funds or (ii) authorize an ATM or one-time debit card transaction when your account does not contain sufficient available funds (any and all of which may be referred to as an "NSF item") at any time between the time we receive the NSF item for payment and when we return it or send a notice in lieu of return ("NSF Returned Item") or receive the NSF item for authorization and we decline it. We need only make one determination, but if we choose to make a subsequent determination, the available account balance at the subsequent time will determine whether there are sufficient available funds. Alternatively, at our discretion, we may honor the item rather than returning it unpaid and create an overdraft (i.e., negative balance in your account). Whether we pay, permit, return, decline or reject an NSF item depends upon a number of factors, including the amount of the item and the past activity in your account. If we overdraw your account, you agree to repay us immediately, without notice or demand from us. Furthermore, if we elect to pay your account in the overdraft on any of one or more occasions, it shall not be considered a waiver of our rights to refuse to do so at any other time, nor shall it be an agreement by us to pay other NSF items in the overdraft. We will exercise our discretion to pay an NSF item instead of returning it unpaid, create an overdraft, and assess a fee ("overdraft fee"), subject to special provisions relating to ATM and one-time debit card transactions (which are also referred to as "everyday" debit card transactions) discussed below.

As a general rule, we will not (i) authorize and pay items such as ATM transactions and one-time debit card transactions if your account does not have sufficient available funds to cover such transactions, (ii) create an overdraft, and (iii) charge you an overdraft fee, unless you tell us to do so, that is, **you must opt-in to our authorization and payment of such NSF items, the creation of an overdraft and assessment of an overdraft fee (an "opt-in")**. You may opt-in or revoke a previous opt-in of our authorization and payment of ATM or one-time debit card transactions by calling us at 1-800-448-8812 or visit your local branch. You may change your election at any time. For joint accounts, an instruction to opt-in or revoke a previous opt-in by one joint account holder will be treated as such an instruction by all joint holders of such account. If you do not opt-in to our payment of NSF items such as ATM transactions and one-time debit card transactions and if you do not have adequate coverage under an overdraft protection service, then we may decline the charge and you will not be able to complete this ATM transaction or one-time debit card transaction such as a point of sale, online or telephone purchase or payment. That said, if we authorize an ATM or one-time debit card transaction for payment against sufficient available funds in your account and later it is presented to us for payment and the available funds in your account are not sufficient to cover the item, we may pay the item and create an overdraft, but, if we do so, we will not charge you an overdraft fee if you have not opted-in. "Overdraft protection service(s)" refers to specific services that we offer to pay or permit NSF items, for which you qualify and in which you must enroll, as more fully discussed later in this section. Moreover, we are not required to send you prior notice on items returned for insufficient available funds. An insufficient available balance may result from, but not limited to, any of the following: (1) the payment of items; (2) payments and transfers authorized by you, including those made by written or verbal instruction to us or to others, and by ATM card, debit card, telephone, computer or other electronic means; (3) items deposited by you that are returned to us unpaid; (4) claims against your account; (5) the imposition of service fees; or (6) our exercise of the right of set off.

**Sustained Overdrafts** - For each time that your account remains overdrawn for at least nine (9) consecutive calendar days, you agree to pay one Sustained Overdraft Fee. This fee is separate from and may be charged in addition to NSF Returned Item and Overdraft Fees which are charged on no more than 5 NSF items each day ("Daily Limit"). We will not charge this fee if you pay us the total amount of the overdrawn balance on the ninth (9th) calendar day or the next banking day, if the 9th calendar day falls on a weekend or federal holiday that is not a banking day. We will also not charge this fee if:

- Your account is overdrawn by \$5.00 or less on the day on which we would otherwise charge it (for consumer accounts only), or

- You have not opted-in to the payment of ATM and everyday debit card (point of sale) transactions and the amount overdrawn only includes amounts from ATM and point of sale transactions presented and paid against insufficient available funds (for consumer accounts only), or
- The amount overdrawn only includes bank fees and/or service charges (for both consumer and business accounts).

Please note that we count as the first of the nine consecutive calendar days, the day on which we post the items that create the overdraft in your account, regardless of whether we have provided you with notice of the overdraft(s). We post items to your account as part of our nightly processing of all items we receive during a banking day.

**NSF, Overdraft and Sustained Overdraft Fees** - Any time your account (including any coverage under an overdraft protection service) does not contain sufficient available funds to pay items presented to us for payment, we will charge a fee to your account for each NSF item presented, even if we do not pay those items. You agree that since the balance reflected on your bank statement is the "ledger balance" and not the available balance, you may incur an NSF or overdraft fee even though the statement indicates that the ledger balance was sufficient to pay the item on the day the item was presented. For each NSF item presented to us for payment, you agree to pay either the non-sufficient funds (NSF) charge or fee for each NSF Returned Item or the overdraft charge or fee for each NSF item paid and not returned, subject to special provisions relating to ATM and one-time debit card transactions, plus the sustained overdraft fee, if applicable, as specified in the schedule of fees in the Deposit Account Information - Truth-in-Savings Disclosure or Business Account Service Fee Information Disclosure, whichever applies to your account, and further agree that such fee or fees may be charged to your account without prior notice. You agree to immediately deposit sufficient funds to cover any overdraft and unpaid overdraft or sustained overdraft fees. You also agree that we may collect overdrafts and the related charges from subsequent deposits, including direct deposits of social security or other government benefits. You also agree to reimburse us for any costs we incur in collecting an overdraft from you including, without limitation, reasonable attorney fees and the costs of litigation, to the extent permitted by law.

**Avoiding NSFs and Overdrafts** - You can avoid NSF, overdraft and sustained overdraft fees and the possibility of unauthorized items and returned checks or other items by ensuring that your account contains a sufficient available balance for all your transactions. Banking services that may assist you to avoid NSF fees, overdraft fees, sustained overdraft fees and unauthorized or returned items include direct deposit and online banking, including online alerts. Please also inquire about our overdraft protection services as described below. The fees that apply to our overdraft protection services may be less expensive than NSF, overdraft and sustained overdraft charges. Please note that some of the types of checking accounts that we offer have an overdraft protection option available, subject to our approval. In order to have overdraft protection for your account, you must apply, be approved and sign all the documents required to establish such protection. The agreement or other documents providing for overdraft protection will set forth the amount of overdraft protection available and the terms and conditions under which it will be provided. You agree that our failure to pay any check or item that would create an overdraft in the absence of an approved overdraft protection arrangement is not wrongful dishonor of any check or item we refuse to authorize or pay. You also agree that even if your account has been approved for an overdraft protection arrangement, items may be returned or your account may still become overdrawn if sufficient funds are not available to pay all the presented checks or items because: (1) paying a check or item will exceed the available balance in the deposit account that provides overdraft protection or will exceed the credit limit on the credit account that provides overdraft protection; (2) the deposit account that provides overdraft protection is overdrawn or the credit limit on the credit account that provides overdraft protection has been exceeded; (3) the credit limit on the credit account that provides overdraft protection is reduced, suspended or terminated for any reason; (4) access to the credit account that provides overdraft protection is denied because the credit agreement is in default, including the fact that the required payments on that account are past due; or (5) the deposit account or credit account that provides overdraft protection is subsequently closed. **Please note that on any Banking Day, if some of the NSF items are covered by an overdraft protection arrangement and some are not, you may be charged (1) an account overdraft protection fee, if applicable, plus (2) one or more NSF or overdraft fees or both such fees.** The staff at any of our branches will be happy to provide additional information about our optional overdraft protection services.

**SERVICE CHARGES AND FEES** - You agree to pay any service charges and fees that apply to your account. Service charges and fees may include, but are not limited to, charges for account maintenance, check writing and other debit activity, deposits and other credit activity, check orders, stop payment orders, postdated item notices, copies of checks or items, copies of statements, overdrafts, sustained overdrafts and nonsufficient funds processing. Our service charges and fees are set forth either in this agreement, the Deposit Account Information - Truth-in-Savings Disclosure, or Business Account Service Fee Information Disclosure, if applicable, and can also be obtained at any of our banking offices. Service charges and fees are subject to change from time to time at our sole discretion, and you agree to pay any increased or additional service charges and fees that we assess to your account in the future. Written notice of any changes in the type or amount of service charges and fees which apply to your account will be provided to you pursuant to this agreement. Notice to any one depositor of an account is notice to all depositors of that account. When required by applicable law or regulation to do so, we will notify you in advance of any changes in service charges and fees which apply to your account. A change in service charges and fees will be effective on the date specified in the notice. Service charges and fees may not be amended or modified orally. We may charge such charges and fees to your account without prior notice to you, regardless of whether such charges and fees create an overdraft in your account. We will not be liable for dishonoring checks or items or other withdrawal orders because of nonsufficient funds resulting from the proper deduction of charges and fees.

**TRUNCATION, SUBSTITUTE CHECKS, AND OTHER CHECK IMAGES** - If you authorize truncation of an original check and creation of a substitute check, or other paper or electronic image of the original check, you warrant that no one will be asked to make payment on the original check, a substitute check or any other electronic or paper image, if the payment obligation relating to the original check has already been paid. You also warrant that any substitute check you create conforms to the

legal requirements and generally accepted specifications for substitute checks. If returned to you, you agree to retain the original check in conformance with our internal policy for retaining original checks. **YOU AGREE TO INDEMNIFY US FOR ANY LOSS WE MAY INCUR AS A RESULT OF ANY TRUNCATED CHECK TRANSACTION YOU INITIATE.** We can refuse to accept substitute checks that have not previously been warranted by a bank or other financial institution in conformance with the Check 21 Act. Unless specifically stated in a separate agreement between you and us, we do not have to accept any other electronic or paper image of an original check.

**SECURITY** - It is your responsibility to protect the account numbers and electronic access devices (e.g., an ATM card) we provide you for your account(s). Do not discuss, compare, or share information about your account number(s) with anyone unless you are willing to give them full use of your money. An account number can be used by thieves to encode your number on a false demand draft which looks like and functions like an authorized check. If you furnish your access device and grant actual authority to make transfers to another person (a family member or coworker, for example) who then exceeds that authority, you are liable for the transfers unless we have been notified that transfers by that person are no longer authorized.

Your account number can also be used to electronically remove money from your account. If you provide your account number in response to a telephone solicitation for the purpose of making a transfer (to purchase a service or merchandise, for example), payment can be made from your account even though you did not contact us directly and order the payment.

You must also take precaution in safeguarding your blank checks. Notify us at once if you believe your checks have been lost or stolen. As between you and us, if you are negligent in safeguarding your checks, you must bear the loss entirely yourself or share the loss with us (we may have to share some of the loss if we failed to use ordinary care and if we substantially contributed to the loss).

**REMOTELY CREATED CHECKS** - Like any standard check or draft, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a check or draft that can be used to withdraw money from an account. Unlike a typical check or draft, however, a remotely created check is not issued by the paying bank and does not contain the signature of the account owner (or a signature purported to be the signature of the account owner). In place of a signature, the check usually has a statement that the owner authorized the check or has the owner's name typed or printed on the signature line. For example, if a person provides an account number in response to a telephone solicitation, the telephone solicitor can use the account number to issue a remotely created check to withdraw money from that account.

You warrant and agree to the following for every remotely created check we receive from you for deposit or collection: (1) you have received express and verifiable authorization to create the check in the amount and to the payee that appears on the check; (2) you will maintain proof of the authorization for at least 2 years from the date of the authorization, and supply us the proof if we ask; and (3) if a check is returned you owe us the amount of the check, regardless of when the check is returned. We may take funds from your account to pay the amount you owe us, and if there are insufficient funds in your account, you still owe us the remaining balance.

**MONITORING AND RECORDING TELEPHONE CALLS** - We may monitor or record phone calls for security reasons and to ensure that you receive courteous and efficient service. You consent in advance to any such recording. We need not remind you of our recording before each phone conversation.

**TELEPHONIC INSTRUCTIONS** - Unless we have agreed otherwise in writing, we are not required to act upon instructions you give us via facsimile transmission or leave by voice mail or on a telephone answering machine.

**CLAIM OF LOSS** - If you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred by you.

You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

This section does not apply to any claim of loss you make involving an incorrect or unauthorized electronic fund transfer to or from your account. Please refer to the electronic fund transfers section of this agreement for specific procedures applicable to such claims of loss.

**EARLY WITHDRAWAL PENALTIES (and involuntary withdrawals)** - We may impose early withdrawal penalties on a withdrawal from a time account even if you don't initiate the withdrawal. For instance, the early withdrawal penalty may be imposed if the withdrawal is caused by our setoff against funds in the account or as a result of an attachment or other legal process. We may close your account and impose the early withdrawal penalty on the entire account balance in the event of a partial early withdrawal. See your notice of penalty for early withdrawals contained in the Deposit Account Information - Truth-in-Savings Disclosure.

**ADDRESS OR NAME CHANGES** - You are responsible for notifying us of any change in your address or your name. Unless we agree otherwise, change of address or name must be made in writing by at least one of the account holders. Informing us of your address or name change on a check reorder form is not sufficient. We will generally attempt to communicate with you only by use of the most recent address you have provided to us. If we receive returned mail related to your account, we may use any source available to us to update and validate the information but we are under no obligation to do so. If correct address information is obtained provided elsewhere or by another source, we may impose a service fee and use such address to mail notices and disclosures to you.

**RESOLVING ACCOUNT DISPUTES** - If we receive notice of any actual or potential adverse claim to your account or the funds in your account, or if we have reason to believe that there is or may be a dispute over matters such as ownership of the account or the authority to withdraw funds, we may in our sole discretion, (1) continue to rely on current signature cards, resolutions or other account or authority documents, (2) freeze all or part of the funds until the dispute is resolved to our satisfaction, or (3) pay the funds into an appropriate court of law for resolution. We will not be liable for any items that are dishonored as a consequence of placing a hold on funds in your account for these reasons. You agree to be liable to us for any loss, costs or expenses, including reasonable attorney's fees, that we may incur as a result of any dispute, or other claim or action involving your account, which causes us, in good faith, to seek advice of counsel, whether or not we actually become involved in a dispute or court proceeding. You authorize us to deduct any such loss, costs, or expenses from your account without prior notice to you.

**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. This account is subject to restrictions on activity or closure if we have actual knowledge that restricted transactions have taken place in the account or through the customer relationship.

**CERTIFICATES OF DEPOSIT** - We offer certificate of deposit accounts with varying maturity. Please check with any banking office for the terms of certificates presently being offered. You understand and agree that the certificate of deposit is subject to these Terms and Conditions, the terms printed on any certificate, receipt for certificate, disclosure or confirmation provided in connection with the deposit(s) or any other activity concerning the applicable certificate of deposit account. All certificates of deposit are book-entry items, and our books and records constitute the sole evidence of funds on deposit with us. The continued existence of a receipt or certificate in your hands, including successors, heirs, and/or assigns, does not constitute proof that your funds remain on deposit with us. By purchasing a Certificate of Deposit you have contracted to keep your funds on deposit for the stated term. If your Account has not matured, any withdrawal of all or part of the funds from your Account may result in an early withdrawal penalty. The early withdrawal penalty is calculated as a forfeiture of part of the accrued interest that has or would be earned on the Account. If your Account has not yet earned enough interest so that the penalty can be deducted from earned interest, or if the interest has already been paid, the difference will be deducted from the principal amount of your Account.

**FUNDS TRANSFERS** - The terms used in this section have the meaning given to them in Article 4A of the Uniform Commercial Code - Funds Transfers (UCC 4A). This section will generally not apply to you if you are a consumer. However, even if you are a consumer, this section will apply to that part of any funds transfer that is conducted by Fedwire. This section is subject to UCC 4A as adopted in the state in which you have your deposit with us. This agreement is also subject to all clearing house association rules, rules of the Board of Governors of the Federal Reserve System and their operating circulars. If any part of this section is determined to be unenforceable, the rest of the section remains effective. This section controls funds transfers unless supplemented or amended in our Funds Transfer Authorization and Agreement or in a separate written agreement signed by us.

**Funds transfer** - A funds transfer is the transaction or series of transactions that begin with the originator's payment order, made for the purpose of making payment to the beneficiary of the order. A funds transfer is completed by the acceptance by the beneficiary's bank of a payment order for the benefit of the beneficiary of the originator's order. Generally, a funds transfer does not include any transaction if any part of the transfer is covered by the Electronic Fund Transfer Act of 1978, as amended from time to time. You may give us a payment order orally, electronically, or in writing, but your order cannot state any condition to payment to the beneficiary other than the time of payment.

**Authorized account** - An authorized account is a deposit account you have with us that you have designated as a source of payment for payment orders you issue to us. If you have not designated an authorized account, any account you have with us is an authorized account to the extent that payment of the payment order is not inconsistent with the use of the account.

**Acceptance of your payment order** - We are not obligated to accept any payment order that you give us, although we normally will accept your payment order if you have a withdrawable credit in an authorized account sufficient to cover the order. If we do not execute your payment order, but give you notice of our rejection of your payment order after the execution date or give you no notice, we are not liable to pay you as restitution any interest on a withdrawable credit in a non-interest-bearing account.

**Cutoff time** - If we do not receive your payment order or communication canceling or amending a payment order before our cutoff time on a funds transfer business day for that type of order or communication, the order or communication will be deemed to be received at the opening of our next funds transfer business day.

**Payment of your order** - If we accept a payment order you give us, we may receive payment by automatically deducting from any authorized account the amount of the payment order plus the amount of any expenses and charges for our services in execution of your payment order. We are entitled to payment on the payment or execution date. Unless your payment order specifies otherwise, the payment or execution date is the funds transfer date we receive the payment order. The funds transfer is completed upon acceptance by the beneficiary's bank. Your obligation to pay your payment order is excused if the funds transfer is not completed, but you are still responsible to pay us any expenses and charges for our services. However, if you told us to route the funds transfer through an intermediate bank, and we are unable to obtain a refund because the intermediate bank that you designated has suspended payments, then you are still obligated to pay us for the payment order. You will not be entitled to interest on any refund you receive because the beneficiary's bank does not accept the payment order.

**Security procedure** - As described more fully in a separate writing, the authenticity of a payment order or communication canceling or amending a payment order issued in your name as sender may be verified by a security procedure. You affirm

that you have no circumstances which are relevant to the determination of a commercially reasonable security procedure unless those circumstances are expressly contained in a separate writing signed by us. You may choose from one or more security procedures that we have developed, or you may develop your own security procedure if it is acceptable to us. If you refuse a commercially reasonable security procedure that we have offered you, you agree that you will be bound by any payment order issued in your name, whether or not authorized, that we accept in good faith and in compliance with the security procedure you have chosen.

**Duty to report unauthorized or erroneous payment** - You must exercise ordinary care to determine that all payment orders or amendments to payment orders that we accept that are issued in your name are authorized, enforceable, in the correct amount, to the correct beneficiary, and not otherwise erroneous. If you discover (or with reasonable care should have discovered) an unauthorized, unenforceable, or erroneously executed payment order or amendment, you must exercise ordinary care to notify us of the relevant facts. The time you have to notify us will depend on the circumstances, but that time will not in any circumstance exceed 14 days from when you are notified of our acceptance or execution of the payment order or amendment or that your account was debited with respect to the order or amendment. You will not be entitled to interest on any refundable amount. If we can prove that you failed to perform either of these duties with respect to an erroneous payment and that we incurred a loss as a result of the failure, you are liable to us for the amount of the loss not exceeding the amount of your order.

**Identifying number** - If your payment order identifies an intermediate bank, beneficiary bank, or beneficiary by name and number, we and every receiving or beneficiary bank may rely upon the identifying number rather than the name to make payment, even if the number identifies an intermediate bank or person different than the bank or beneficiary identified by name. Neither we nor any receiving or beneficiary bank have any responsibility to determine whether the name and identifying number refer to the same bank or person.

**Record of oral or telephone orders** - You agree that we may, if we choose, record any oral or telephone payment order or communication of amendment or cancellation.

**Notice of credit** - If we receive a payment order to credit an account you have with us, we are not required to provide you with any notice of the payment order or the credit.

**Provisional credit** - You agree to be bound by the automated clearing house association operating rules that provide that payments made to you or originated by you by funds transfer through the automated clearing house system are provisional until final settlement is made through a Federal Reserve Bank or otherwise payment is made as provided in Article 4A-403(a) of the Uniform Commercial Code.

**Refund of credit** - You agree that if we do not receive payment of an amount credited to your account, we are entitled to a refund from you in the amount credited and the party originating such payment will not be considered to have paid the amount so credited.

**Amendment of funds transfer agreement** - From time to time we may amend any term of this agreement by giving you reasonable notice in writing. We may give notice to anyone who is authorized to send payment orders to us in your name, or to anyone who is authorized to accept service.

**Cancellation or amendment of payment order** - You may cancel or amend a payment order you give us only if we receive the communication of cancellation or amendment before our cutoff time and in time to have a reasonable opportunity to act on it before we accept the payment order. The communication of cancellation or amendment must be presented in conformity with the same security procedure that has been agreed to for payment orders.

**Intermediaries** - We are not liable for the actions of any intermediary, regardless of whether or not we selected the intermediary. We are not responsible for acts of God, outside agencies, or nonsalaried agents.

**Limit on liability** - You waive any claim you may have against us for consequential or special damages, including loss of profit arising out of a payment order or funds transfer, unless this waiver is prohibited by law. We are not responsible for attorney fees you might incur due to erroneous execution of payment order.

**Erroneous execution** - If we receive an order to pay you, and we erroneously pay you more than the amount of the payment order, we are entitled to recover from you the amount in excess of the amount of the payment order, regardless of whether you may have some claim to the excess amount against the originator of the order.

**Objection to payment** - If we give you a notice that reasonably identifies a payment order issued in your name as sender that we have accepted and received payment for, you cannot claim that we are not entitled to retain the payment unless you notify us of your objection to the payment within 90 days of our notice to you.

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## NOTICE OF NEGATIVE INFORMATION

Federal law requires us to provide the following notice to customers before any "negative information" may be furnished to a nationwide consumer reporting agency. "Negative information" includes information concerning delinquencies, overdrafts or any form of default. This notice does not mean that we will be reporting such information about you, only that we may report such information about customers that have not done what they are required to do under our agreement.

After providing this notice, additional negative information may be submitted without providing another notice.

**We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.**

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## ELECTRONIC FUND TRANSFERS YOUR RIGHTS AND RESPONSIBILITIES

Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may not apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference. If you are obtaining a Debit Card, your Debit Card and PIN Mailer will be mailed to you, along with Debit Card Agreement and important information concerning Electronic Funds Transfer ("Debit Card Agreement"). If the provisions of this section conflict with the provisions of the Debit Card Agreement, the conflicting provisions of the Debit Card Agreement shall control.

**Electronic Fund Transfers Initiated By Third Parties.** You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check to an electronic fund transfer or to electronically pay a returned check charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third party transfers will require you to provide the third party with your account number and bank information. This information can be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your bank and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

- **Preauthorized credits.** You may make arrangements for certain direct deposits (such as U.S. Treasury (Social Security) or some employers (payroll)) to be accepted into your checking or savings account(s).
- **Preauthorized payments.** You may make arrangements to pay certain recurring bills from your checking or savings account(s).
- **Electronic check conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills.
- **Electronic returned check charge.** You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check is returned for insufficient funds.

Please also see **Limitations on frequency of transfers** section regarding limitations that apply to savings accounts.

**Information Line** - You may access your account by telephone (1-800-448-8812, self-enrollment in the service is required) using your access code, a touch tone phone, and your account numbers, to get information about the account balance of checking, savings or credit card accounts; you may also use the Information Line to transfer funds between deposit accounts, subject to certain conditions and restrictions.

Please also see **Limitations on frequency of transfers** section regarding limitations that apply to telephone transfers.

**ATM Transfers - types of transfers, dollar limitations and charges** - You may access your account(s) by ATM using your ATM card and personal identification number or Debit Card and personal identification number, to:

- make deposits to checking account(s) with an ATM card and/or Debit Card at ATM locations that accept deposits
- make deposits to savings account(s) with an ATM card and/or Debit Card at ATM locations that accept deposits
- get cash withdrawals from checking and/or savings account(s) with an ATM card and/or Debit Card
  - you may withdraw no more than the lesser of (1) the available balance in your selected deposit account plus, where applicable, the amount of credit available under your overdraft protection service with us per business day or (2) the daily cash withdrawal limit established for your Debit Card or (3) the limit(s), if any, imposed by the ATM you access to make such withdrawal
- transfer funds from savings to checking account(s) with an ATM card and/or Debit Card
- transfer funds from checking to savings account(s) with an ATM card and/or Debit Card
- get information about the available account balance of your checking and savings accounts with an ATM card and/or Debit Card

Some of these services may not be available at all terminals.

Please also see **Limitations on frequency of transfers** section regarding limitations that apply to ATM transfers.

There is a charge for each withdrawal and for each transfer or balance inquiry made at any ATM not owned or operated by us. Please refer to "Other Fees Schedule" in the Deposit Information brochure for current charges. Note: There may be a surcharge at ATMs housed in locations not owned by us, such as hotels and casinos. A surcharge may apply at other network ATMs (a message will appear on the ATM screen to notify you if the surcharge applies). If you ask us to replace your ATM or Debit Card, you may be charged a replacement card fee based upon the current schedule of service and other fees.

### **Types of Point-of-Sale Transactions:**

**Debit Point-of-Sale** - You may access your checking account(s) to purchase goods (in person), pay for services (in person), or get cash from a merchant, if the merchant permits, using your ATM card or Debit Card and personal identification number.

**Credit Point-of-Sale** - You may access your checking account(s) without your personal identification number to purchase goods or services or get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept.

We require that a merchant obtain our authorization before permitting you to conduct Point-of-Sale transactions.

You may not place a stop payment order on any Point-of-Sale or ATM transaction. For this reason, you should inquire about a merchant's return or refund policy before entering into a Point-of-Sale transaction.



**Collection and Overdrafts.** When you use your ATM card or Debit Card at an ATM or with a merchant (point-of-sale) to obtain goods or services or cash, the ATM or merchant may obtain a pre-authorization for the transaction. We will also place a hold on your designated checking account in the amount of any ATM card or Debit Card transaction for which we or our agent has given authorization. This hold will not be released until the earlier of (a) three (3) business days or (b) the business day that the authorization transfer is paid by us. Pre-authorization requests may be in amounts different from the total amount of the sales slip. If any of the information provided to us for the pre-authorization does not match the information provided us for the authorized transaction, such as Debit Card number, merchant number, pre-authorization key number or transaction amount, our computer system may not be able to match the authorized transaction with the pre-authorization, and the pre-authorization hold may remain on your account for up to three (3) business days, even if the authorized transaction has actually posted to your account. The amount of your balance will be decreased by the amount of the hold for as long as the hold is in effect. This means that funds on hold will not be available for withdrawal, transfer or payment of your checks, ACH, and other debit items. You agree that we will not be liable to you for wrongful dishonor of any check, Debit Card transaction, ATM card transaction, ACH, transfer, withdrawal or other debit item on your account that is not paid by us or is returned by us unpaid due to a pre-authorized hold during the period of time the hold is in place, even if the authorized transaction has posted to your account. To prevent non-sufficient funds or overdrafts from occurring, you are reminded and agree not to withdraw or write checks against funds that are needed to pay ATM/Debit Card transactions that have not yet posted against your account (such as writing checks or performing other ATM withdrawals or point-of-sale purchase transactions) unless you have sufficient available funds in your account or sufficient funds available under an overdraft protection service associated with your designated checking account.

**Point-of-Sale Transactions - dollar limitations - Using your Debit Card:**

- You may not exceed the lesser of (1) daily Visa purchase limit or (2) the available collected balance in your designated checking account plus, where applicable, the amount of credit available under your overdraft protection service. For the daily Visa purchase limit applicable to your debit card, please either refer to the information that accompanied your debit card upon delivery or contact us at the Electronic Banking Services address or phone number applicable as listed herein and in your Debit Card Agreement. Please remember that we may pay such an item presented against non-sufficient funds and create an overdraft and charge a related fee as more fully discussed in that section titled "NON-SUFFICIENT FUNDS AND OVERDRAFTS".

Please also see **Limitations on frequency of transfers** section regarding limitations that apply to debit card transactions.

**Currency Conversion and International Transactions.** When you use your Visa® Debit Card at a merchant that settles in currency other than US dollars, the charge will be converted into the US dollar amount. The currency conversion rate used to determine the transaction amount in US dollars is either a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date.

Visa USA charges us a .8% International Service Assessment on all international transactions, regardless of whether there is a currency conversion. If there is a currency conversion, the International Service Assessment is 1% of the transaction. In either case, we pass this international transaction fee on to you. An international transaction is a transaction where the country of the merchant is outside the USA.

**Advisory Against Illegal Use.** You agree not to use your card(s) for illegal gambling or other illegal purpose. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.

**Non-Visa Debit (PINless) Transactions.** Recently new network processing procedures went into effect that may impact you when you use your Visa Debit Card at certain merchant locations. In the past transactions have been processed as Visa Debit Card transactions unless you entered a PIN. In the future, if you do not enter a PIN, transactions may be processed as either a Visa Debit Card transaction or a transaction on the Pulse, Plus, Star, or Cirrus networks.

Merchants must provide you with a clear way of choosing to make a Visa Debit Card transaction if they support this option. Please be advised that should you choose to use your Visa Debit Card when making these types of transactions without a PIN, different terms may apply and you may not be eligible for rewards, special sweepstakes entries or other campaigns that are only associated with transactions processed over the Visa network. Certain protections and rights applicable only to Visa Debit Card transactions as described in your cardholder agreement will not apply to the aforementioned transactions processed on the Pulse, Plus, Star, or Cirrus networks.

**Limitations on frequency of transfers.** In addition to those limitations on transfers elsewhere described, if any, the following limitations apply:

- Transfers from a savings account to another account or to third parties by preauthorized, automatic, telephone, or computer transfer are limited to six per month.
- Transfers from a money market account to another account or to third parties by preauthorized, automatic, telephone, or computer transfer or by check or similar order to third parties are limited to six per month.

#### **FEES**

- We do not charge for direct deposits to any type of account.

Except as indicated elsewhere, including our current fee schedule, we do not charge for these electronic fund transfers.

**ATM Operator/Network Fees.** When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

## DOCUMENTATION

- **Terminal transfers.** You can get a receipt at the time you make a transfer to or from your account using an automated teller machine or point-of-sale terminal. However, you may not get a receipt if the amount of the transfer is \$15 or less.
- **Preauthorized credits.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at 1-800-448-8812 to find out whether or not the deposit has been made.
- **Periodic statements.**

You will get a monthly account statement from us for your checking, savings, and money market accounts, unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly.

## PREAUTHORIZED PAYMENTS

- **Right to stop payment and procedure for doing so.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how:

Call or write us at the telephone number or address listed in this disclosure in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we will also require you to put your request in writing and get it to us within 14 days after you call.

You agree to pay a stop payment fee as specified elsewhere.

- **Notice of varying amounts.** If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)
- **Liability for failure to stop payment of preauthorized transfer.** If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

## FINANCIAL INSTITUTION'S LIABILITY

**Liability for failure to make transfers.** If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- (1) If, through no fault of ours, you do not have enough money in your account to make the transfer.
- (2) If the transfer would go over the applicable daily limit, or you have an overdraft line and the transfer would go over the credit limit.
- (3) If the automated teller machine where you are making the transfer does not have enough cash.
- (4) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- (5) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- (6) There may be other exceptions stated in our agreement with you.

## CONFIDENTIALITY

We will disclose information to third parties about your account or the transfers you make:

- (1) where it is necessary for completing transfers; or
- (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- (3) in order to comply with government agency or court orders; or
- (4) as explained in the separate Privacy Disclosure.

## UNAUTHORIZED TRANSFERS

### (a) Consumer liability.

• *Generally.* Tell us AT ONCE if you believe your card and/or code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days after you learn of the loss or theft of your card and/or code, you can lose no more than \$50 if someone used your card and/or code without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods. Proof may be requested.

• *Additional Limit on Liability for Visa® Debit Card.* Unless you have been grossly negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen Visa® Debit Card. This additional limit on liability does not apply to ATM transactions outside of the U.S., to ATM transactions not sent over Visa or Plus networks, or to transactions using your Personal Identification Number which are not processed by VISA®. Visa is a registered trademark of Visa International Service Association.

**(b) Contact in event of unauthorized transfer.** If you believe your card and/or code has been lost or stolen, call or write us at the telephone number or address listed in this disclosure. You should also call the number or write to the address listed in this disclosure if you believe a transfer has been made using the information from your check without your permission.

#### **DEPOSIT ERROR CORRECTION**

If there is a discrepancy between the amount entered on your deposit slip and the amount of your deposit, an adjustment will be made to your account to reflect the amount of any credit due to you. We may make debit adjustments as well. If your deposit is adjusted, you will receive a notice, and the adjustment will also be shown on your bank statement and if you have online banking, in your online view of banking transactions.

#### **ERROR RESOLUTION NOTICE**

In Case of Errors or Questions About Your Electronic Transfers, Call or Write us at the telephone number or address listed in this disclosure, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and account number (if any).
- (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days (5 business days for Visa® Debit Card point-of-sale transactions processed by Visa and 20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (5 business days for Visa® Debit Card point-of-sale transactions processed by Visa and 20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

ELECTRONIC BANKING SERVICES  
P.O. BOX 4019  
GULFPORT, MS 39502  
Business Days: Monday through Friday  
Excluding Federal Holidays  
Phone: 1-800-448-8812

MORE DETAILED INFORMATION IS AVAILABLE ON REQUEST

#### **NOTICE OF ATM/NIGHT DEPOSIT FACILITY USER PRECAUTIONS**

As with all financial transactions, please exercise discretion when using an automated teller machine (ATM) or night deposit facility. For your own safety, be careful. The following suggestions may be helpful.

1. Prepare for your transactions at home (for instance, by filling out a deposit slip) to minimize your time at the ATM or night deposit facility.
2. Mark each transaction in your account record, but not while at the ATM or night deposit facility. Always save your ATM receipts. Don't leave them at the ATM or night deposit facility because they may contain important account information.
3. Compare your records with the account statements you receive.
4. Don't lend your ATM card to anyone.
5. Remember, do not leave your card at the ATM. Do not leave any documents at a night deposit facility.
6. Protect the secrecy of your Personal Identification Number (PIN). Protect your ATM card as though it were cash. Don't tell anyone your PIN. Don't give anyone information regarding your ATM card or PIN over the telephone. Never enter your PIN in any ATM that does not look genuine, has been modified, has a suspicious device attached, or is operating in a suspicious manner. Don't write your PIN where it can be discovered. For example, don't keep a note of your PIN in your wallet or purse.
7. Prevent others from seeing you enter your PIN by using your body to shield their view.
8. If you lose your ATM card or if it is stolen, promptly notify us. You should consult the other disclosures you have received about electronic fund transfers for additional information about what to do if your card is lost or stolen.
9. When you make a transaction, be aware of your surroundings. Look out for suspicious activity near the ATM or night deposit facility, particularly if it is after sunset. At night, be sure that the facility (including the parking area and walkways) is well lighted. Consider having someone accompany you when you use the facility, especially after sunset. If you observe any problem, go to another ATM or night deposit facility.

10. Don't accept assistance from anyone you don't know when using an ATM or night deposit facility.
  11. If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, pocket your card and leave. You might consider using another ATM or coming back later.
  12. Don't display your cash; pocket it as soon as the ATM transaction is completed and count the cash later when you are in the safety of your own car, home, or other secure surrounding.
  13. At a drive-up facility, make sure all the car doors are locked and all of the windows are rolled up, except the driver's window. Keep the engine running and remain alert to your surroundings.
  14. We want the ATM and night deposit facility to be safe and convenient for you. Therefore, please tell us if you know of any problem with a facility. For instance, let us know if a light is not working or there is any damage to a facility. Please report any suspicious activity or crimes to both the operator of the facility and the local law enforcement officials immediately.
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## YOUR ABILITY TO WITHDRAW FUNDS

This policy statement applies to “transaction” accounts. Transaction accounts, in general, are accounts which permit an unlimited number of payments to third persons and an unlimited number of telephone and preauthorized transfers to other accounts of yours with us. Checking accounts are the most common transaction accounts. Feel free to ask us whether any of your other accounts might also be under this policy.

Our policy is to make funds from your deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once the funds are available, you can withdraw them in cash and we will use the funds to pay checks or items (hereinafter “checks”) that you have written. We reserve the right to refuse any checks for deposit.

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.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before our designated business day cut-off hour on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after our designated business day cut-off hour or on a day that we are not open, we will consider that the deposit was made on the next business day we are open. Our business day cut-off hour may vary by branch location, but it will never be earlier than 2:00 P.M. CST.

If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

**Special Notice Concerning Saturday Banking.** There may be limitations on services available or the transactional amount allowed in any branch that maintains Saturday hours.

### LONGER DELAYS MAY APPLY

**Case-by-case delays.** In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$200 of your deposits, however, will be available on the first business day.

If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail, deliver or transmit to you the notice by the business day after we receive your deposit.

If you will need the funds from a deposit right away, you should ask us when the funds will be available.

**Safeguard exceptions.** In addition, 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 \$5,000 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 computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these 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 electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,000 will be available no later than the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of your deposit.

Funds from all other check deposits will normally be available on the eleventh business day after the day of your deposit.

### DEPOSITS AT AUTOMATED TELLER MACHINES

A. Automated Teller Machines (ATMs) Owned or Operated by Us.

All ATMs that we own or operate are identified as “Hancock Whitney Bank” on the ATM.

If you make a deposit in an Automated Teller Machine (ATM) that we own or operate before our designated business day cut-off hour on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit in an Automated Teller Machine (ATM) after our designated business day cut-off hour or on a day we are not open, we will consider that the deposit was made on the next business day we are open. Our Automated Teller Machine

(ATM) business day cut-off hour may vary by Automated Teller Machine (ATM) location, but it will never be earlier than 12:00 noon CST. ATM cut-off times will be posted at each ATM location.

B. Automated Teller Machines (ATMs) **Not** Owned or Operated by Us.

Funds from any deposits (cash or checks) made at Automated Teller Machines (ATMs) we do not own or operate but which are authorized to accept deposits for us will not be available until the second business day after the day of receipt of your deposit.

**DEPOSITS AT NIGHT DEPOSITORIES**

If you make a deposit at any of our Bank Night Depositories, the day of your deposit may vary according to the cut-off time specified at each night depository location.

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## **SUBSTITUTE CHECKS AND YOUR RIGHTS**

As our customer we think it's important for you to know about substitute checks. The following Substitute Check Disclosure provides information about substitute checks and your rights.

### **What is a substitute check?**

To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

### **What are my rights regarding substitute checks?**

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

### **How do I make a claim for a refund?**

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at:

1-800-448-8812

You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include —

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check or the following information to help us identify the substitute check: the check number, the amount of the check, and the name of the person to whom you wrote the check.

**FOR GENERAL INFORMATION  
CALL OR WRITE TO:**

P.O. BOX 4019  
GULFPORT, MISSISSIPPI 39502

1-800-448-8812  
Hancock Whitney Bank





**hancockwhitney.com**  
**1-800-448-8812**

Hancock Whitney Bank, Member FDIC

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# 2023 Deposit Agreement Addendum

(Including a Notification of Changes in Terms)

## **Effective Date: July 10, 2023**

Please review this 2023 Deposit Agreement Addendum including the related Notification of Changes in Terms which (a) revises certain provisions of your Deposit Agreement dated May 2018 (the "Deposit Agreement") and (b) consolidates with revisions the Notification of Changes in Terms previously issued on June 1, 2020, December 7, 2020, May 2022, and December 1, 2022 ("Prior Addenda"). As of the Effective Date, all the Terms and Conditions for your account are now contained in the Deposit Agreement and in this 2023 Deposit Agreement Addendum (hereinafter referred to as the "2023 Addendum"). And, as of the Effective Date of this 2023 Addendum, the Prior Addenda shall no longer apply.

You should retain this 2023 Addendum for your records along with your Deposit Agreement. Except as supplemented, revised or replaced by this 2023 Addendum, all other terms and conditions within your Deposit Agreement remain in full force and effect.

The Deposit Agreement sections revised by the 2023 Addendum are listed below with the corresponding pages where they can be found within this 2023 addendum.

<u>2023 Addendum</u>	<u>Page(s)</u>
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## **Summary of Change in Terms:**

- The definition of “item” is replaced in its entirety in the section titled “Terms and Conditions of Your Account” of the Deposit Agreement.
- The definitions of “consumer” and “business” are being added as the last two sentences in the section titled “Terms and Conditions of Your Account” of the Deposit Agreement.

## **Actual Change in Terms:**

### **TERMS AND CONDITIONS OF YOUR ACCOUNT**

Your account is governed by the terms of this Agreement, the laws and regulations of the United States, and applicable state law. To the extent that state law applies, your account is governed by the laws of the state in which the branch office (which is also referred to as a “financial center” within this 2023 Addendum) where you opened your account is located. If you did not open the account in person in a financial center then to the extent that state law applies either (1) the law of the state in which you reside will apply, if you reside in a state in the which we operate a financial center or (2) if you do not reside in such a state, the law of the State of Mississippi will apply. Please note that neither a Loan Production Office nor a Deposit Production Office is considered a financial center. If a different state law applies, we will advise you of that in writing. To the extent that state law applies, the choice of law rules of that state which may require the application of the laws of another jurisdiction do not apply. Notwithstanding these general provisions regarding the law that governs your account, the “Governing Law” provisions within the Arbitration Provision of this Agreement apply to any Claim that you or we elect to arbitrate.

The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this document is to:

1. summarize certain laws that apply to common transactions;
2. establish certain rules to cover transactions or events which the law does not regulate;
3. establish rules for certain transactions or events which the law regulates but permits variation by agreement; and
4. give you disclosures of certain policies to which you may be entitled or in which you may be interested.

Except as set forth in the Arbitration Provision, if any provision of this document is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard agreement, but we must agree to any variation in writing either on the signature card for your account or in some other document.

As used in this document the words “we,” “our,” and “us” mean Hancock Whitney Bank. Hancock Whitney Bank is a banking corporation organized under the laws of the State of Mississippi, with its main office located at 2510 14th Street, Gulfport, Mississippi. The words “you” and “your” mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. The headings in this document are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular. “Party” means a person who, by the terms of an account, has a present right, subject to request, to payment from the account other than as a beneficiary or agent. The word “item” means any order, instruction, or authorization to deposit, withdraw, transfer or pay money to or from an account and includes, without limitation, any on-us check, check or other order for payment, counter check, image, substitute check, remotely created check, draft, electronic check conversion, other debits or credits including any ACH transaction, debit card transaction, adjustment, deposited item returned unpaid, any Non-Sufficient Funds Items (NSF items), wire transfer, bill payment instruction, deposit, online or mobile transaction, internal or external transfer or withdrawal to or from your account, by any means, including in-person, by telephone, through an ATM or point-of-sale terminal, mobile device, computer, or other electronic means. The word “consumer” means a natural person who holds an account primarily for personal, family or household purposes, or to whom such an account is offered. The word “business” means any account or purpose that is not for a consumer.

### **Summary of Change in Terms:**

This provision replaces in its entirety the section titled “Venue and Dispute Resolution” of the Deposit Agreement. It further clarifies your and our rights regarding what constitutes “covered claims.” Please review the “Your Right to Reject” section below for further information on opting out of the Arbitration Provision.

### **Actual Change in Terms:**

**ARBITRATION PROVISION — READ THIS ARBITRATION PROVISION CAREFULLY. IF YOU DO NOT REJECT THIS ARBITRATION PROVISION IN ACCORDANCE WITH SUBPARAGRAPH (a) BELOW, IT WILL BE PART OF THE TERMS AND CONDITIONS AND WILL HAVE A SUBSTANTIAL IMPACT ON THE WAY YOU AND WE WILL RESOLVE ANY CLAIM WHICH YOU OR WE HAVE AGAINST EACH OTHER, NOW OR IN THE FUTURE. FOR EXAMPLE, IF YOU DO NOT REJECT THIS ARBITRATION PROVISION, WE CAN REQUIRE INDIVIDUAL ARBITRATION OF ANY LEGAL DISPUTE BETWEEN YOU AND US REGARDING THE ACCOUNT (WITH CERTAIN**

EXCEPTIONS) AND YOU WILL NOT HAVE THE RIGHT TO BRING OR PARTICIPATE IN ANY CLASS ACTION OR OTHER REPRESENTATIVE PROCEEDING IN COURT OR IN ARBITRATION. ALL TERMS DEFINED ELSEWHERE IN THIS AGREEMENT SHALL HAVE THE SAME MEANINGS IN THIS SECTION UNLESS OTHERWISE DEFINED IN THIS SECTION.

- (a) **Your Right to Reject:** IF YOU DO NOT WANT THIS ARBITRATION PROVISION TO APPLY, YOU MAY REJECT IT BY MAILING US A WRITTEN REJECTION NOTICE WHICH GIVES YOUR NAME(S) AND ACCOUNT NUMBER(S) AND CONTAINS A STATEMENT THAT YOU (BOTH OR ALL OF YOU, IF MORE THAN ONE) REJECT THE ARBITRATION PROVISION IN THE AGREEMENT GOVERNING YOUR ACCOUNT. THE REJECTION NOTICE MUST BE SENT TO US AT "GENERAL COUNSEL, ATTN: ARBITRATION REJECTION, P.O. BOX 4019, GULFPORT, MS 39502" (OR ANY UPDATED ADDRESS WE SUBSEQUENTLY PROVIDE). A REJECTION NOTICE IS ONLY EFFECTIVE IF IT IS SIGNED BY YOU (BOTH OR ALL OF YOU, IF MORE THAN ONE) AND IF IT IS POSTMARKED WITHIN THIRTY (30) DAYS AFTER WE FIRST SENT YOU THIS AGREEMENT VIA U.S. MAIL, THROUGH ELECTRONIC DISCLOSURE, OR PROVIDED IT TO YOU IN PERSON OR BY OTHER REASONABLE DELIVERY METHOD. REJECTING THIS ARBITRATION PROVISION WILL NOT AFFECT YOUR OTHER RIGHTS OR RESPONSIBILITIES UNDER THIS AGREEMENT.

IF YOU REJECTED THE ARBITRATION PROVISION IN A PREVIOUS VERSION OF THIS AGREEMENT, YOU WILL NOT BE BOUND BY THIS ARBITRATION PROVISION. YOU DO NOT NEED TO SEND US A NEW REJECTION NOTICE.

IF YOU DID NOT REJECT THE ARBITRATION PROVISION IN A PREVIOUS VERSION OF THIS AGREEMENT, REJECTING THIS ARBITRATION PROVISION WILL NOT REJECT THE PREVIOUS ARBITRATION PROVISION, WHICH WILL REMAIN IN EFFECT ACCORDING TO ITS TERMS.

NO EXECUTION OF A NEW OR SUBSTITUTE SIGNATURE CARD FOR THE ACCOUNT SHALL GIVE YOU ANY NEW OR RENEWED RIGHT TO REJECT THIS ARBITRATION PROVISION.

Your rejection of this Arbitration Provision shall not be imputed to any other person or entity or be deemed to be a rejection of this Arbitration Provision by any person or entity other than you. Nor shall your rejection of this Arbitration Provision eliminate the obligation of other persons or entities who wish to reject this Arbitration

Provision to personally comply with the notice and time requirements of this provision.

**(b) Parties Subject to Arbitration; Certain Definitions:**

Solely as used in this Arbitration Provision: (1) the terms “we,” “us” and “our” include: (i) us, our parents, subsidiaries and affiliates, their successors and assigns, if any, and the employees, officers, directors and controlling persons of all such companies and banks (the “Bank Parties”); and (ii) any other person or company who provides any goods or services in connection with the account if you assert a Claim against such other person or company at the same time you assert a Claim against any Bank Party; (2) the terms “you” and “your” include: (i) each holder or owner of the account, each person who signs a signature card for the account and their respective heirs, successors, representatives and beneficiaries (including pay-on-death and similar beneficiaries); and (3) the term “account” includes any account(s) established or governed by this agreement and any updated or substitute account(s) for the same account holders, regardless of the execution of a new or substitute signature card for the account(s).

**(c) Covered Claims:** “Claim” means any past, present or future claim, dispute or controversy between you and us that in any way arises from or relates to this agreement, your account, any prior agreement or account, any ATM Card, debit card, or similar card, any account transaction or attempted transaction (including deposits, payments, transfers and withdrawals, whether by check, card, ACH or otherwise), overdraft protection services, any overdraft line of credit or overdraft transfer agreement, non-sufficient funds and overdraft items, and the advertising, disclosures, practices, procedures and agreements related to it, if such claim, dispute or controversy cannot be resolved without a lawsuit or arbitration proceeding. “Claim” also means data breach or privacy claims arising from or relating directly or indirectly to our disclosure of any non-public personal information about you; disputes arising from communications involving telephones, automatic dialing systems, artificial or prerecorded voice messages, SMS text messages or facsimile machines; disputes concerning your application or other information you gave us before opening your account; and disputes arising from or related to the relationship(s) between you and us resulting from any of the foregoing Covered Claims. “Claim” has the broadest reasonable meaning, and includes initial claims, counterclaims, cross-claims and third-party claims. It includes disputes based upon contract, tort, consumer rights, fraud and other intentional torts, constitution, statute, regulation, ordinance, common law and equity (including any claim for individual injunctive or declaratory relief). Claims are subject to arbitration even if they arise out of or relate to actions, omissions, transactions, facts, or conduct that occurred prior to the

date of this agreement.

- (d) Disputes Not Subject to Arbitration:** Notwithstanding the foregoing, the following disputes are not required to be arbitrated: (1) disputes that are within the jurisdiction of a small claims court (or an equivalent court). You or we may bring an action in small claims court or, if an arbitration demand has been made, instruct the arbitration administrator to close the case because the dispute should be decided by a small claims court. However, if the dispute is transferred, removed, or appealed from small claims court to a different court, you or we may elect to compel arbitration. Moreover, if you or we bring a counterclaim or cross-claim that is for more than the small claims court's jurisdiction, the entire dispute must, if you or we choose, be resolved by arbitration; and (2) disputes about the validity, enforceability, coverage or scope of this Arbitration Provision or any part thereof (including, without limitation, subparagraph (h) captioned "Class Action Waiver," subparts (1) and (2) in subparagraph (n) captioned "Severability," and/or this sentence), which are for a court and not an arbitrator to decide. However, any dispute or argument that concerns the validity or enforceability of this agreement as a whole is for the arbitrator, not a court, to decide. In addition, this Arbitration Provision will not apply to claims that were already pending in court or in arbitration before this Arbitration Provision took effect.

Moreover, this Arbitration Provision does not prohibit you or us, at any time, from (1) exercising any lawful rights to preserve or obtain possession of property or self-help remedies, including but not limited to, the right to set-off or exercise a statutory lien or other lien granted by law or rule, the right to restrain funds in an account, recoupment, repossession, replevin or trustee's sales; (2) obtaining provisional or ancillary remedies or injunctive relief (other than a stay of arbitration), including but not limited to attachment, garnishment, interpleader or the appointment of a receiver by a court of appropriate jurisdiction; or (3) bringing an individual action in court that is limited to preventing the other party from using a self-help or non-judicial remedy and that does not involve a request for damages or monetary relief of any kind.

- (e) Starting an Arbitration:** To the extent permitted by the Federal Arbitration Act (the "FAA") and any other applicable federal law, arbitration may be elected by either you or us (referred to in this section as "party" or "parties") with respect to any Claim, even if that party has already initiated a lawsuit with respect to a related or different Claim. Arbitration is elected by giving a written demand for arbitration to the other party, by filing a motion to compel arbitration in court or by initiating an arbitration against the other party. If a party files a lawsuit in court asserting Claim(s) that are subject to arbitration and the



other party files a motion to compel arbitration with the court which is granted, it will be the responsibility of the party prosecuting the Claim(s) to select an arbitration Administrator in accordance with this paragraph and commence the arbitration proceeding in accordance with the Administrator's rules and procedures. Even if you and we have chosen to litigate a Claim in court, either party may elect arbitration of a new Claim or of a Claim made by a new party in that or any related or unrelated lawsuit.

- (f) Choosing the Administrator:** "Administrator" means the American Arbitration Association ("AAA"), 120 Broadway, Floor 21, New York, NY 10271, [www.adr.org](http://www.adr.org); JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, [www.jamsadr.com](http://www.jamsadr.com); or any other company selected by mutual agreement of the parties. If both AAA and JAMS cannot or will not serve and the parties are unable to select an Administrator by mutual consent, the Administrator will be selected by a court with jurisdiction. The arbitrator will be appointed by the Administrator in accordance with the rules of the Administrator. However, the arbitrator must be a retired or former judge or a lawyer with at least 10 years of experience. The party initiating an arbitration may select the Administrator by filing a Claim with the Administrator of that party's choice. Notwithstanding any language in this Arbitration Provision to the contrary, no arbitration may be administered, without the consent of all parties to the arbitration, by any administrator that has in place a formal or informal policy that is inconsistent with the Class Action Waiver.
- (g) Court and Jury Trials Prohibited; Other Limitations on Legal Rights:** IF ARBITRATION OF A CLAIM IS ELECTED, YOU AND WE WILL NOT HAVE THE RIGHT TO PURSUE THAT CLAIM IN COURT OR HAVE A JURY DECIDE THE CLAIM. ALSO, YOUR AND OUR ABILITY TO OBTAIN INFORMATION FROM ONE ANOTHER IS MORE LIMITED IN AN ARBITRATION THAN IN A LAWSUIT. OTHER RIGHTS THAT YOU OR WE WOULD HAVE IF YOU OR WE WENT TO COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.
- (h) Class Action Waiver:** NOTWITHSTANDING ANY OTHER LANGUAGE IN THIS ARBITRATION PROVISION TO THE CONTRARY, IF ARBITRATION OF A CLAIM IS ELECTED: (1) YOU AND WE MAY NOT PARTICIPATE IN A CLASS ACTION IN COURT OR IN A CLASS-WIDE ARBITRATION, EITHER AS A PLAINTIFF, CLASS REPRESENTATIVE OR CLASS MEMBER; (2) YOU AND WE MAY NOT ACT AS A PRIVATE ATTORNEY GENERAL IN COURT OR IN ARBITRATION; (3) CLAIMS BROUGHT BY OR AGAINST YOU OR US MAY NOT BE JOINED OR CONSOLIDATED WITH CLAIMS BROUGHT BY OR AGAINST ANY OTHER PERSON, ABSENT THE EXPRESS WRITTEN CONSENT OF ALL

**PARTIES; AND (4) THE ARBITRATOR SHALL HAVE NO POWER OR AUTHORITY TO CONDUCT A CLASS-WIDE ARBITRATION, PRIVATE ATTORNEY GENERAL ARBITRATION OR OTHER REPRESENTATIVE ARBITRATION OR TO ISSUE ANY RELIEF THAT APPLIES TO ANY PERSON OR ENTITY OTHER THAN YOU AND/OR US INDIVIDUALLY.**

- (i) **Location and Costs of Arbitration:** Any arbitration hearing that you attend must take place in a venue reasonably convenient to where you reside. Each Administrator charges filing and administrative fees and the arbitrator also charges fees. The parties shall pay said fees in accordance with the Administrator's rules. However, if you tell us in writing that you cannot afford to pay the fees charged by the Administrator and that you were unable to obtain a waiver of fees from the Administrator, and if your request is reasonable and in good faith, we will pay or reimburse you for all or part of the fees charged to you by the Administrator and/or arbitrator. The parties shall also bear the fees and expenses of their own attorneys, experts and witnesses unless otherwise required by applicable law, this agreement or the Administrator's rules. If we prevail in an individual arbitration that either you or we commenced, we will not seek to recover our attorney, expert or witness fees or our arbitration fees from you. Notwithstanding the foregoing, if the arbitrator determines that any party's claim or defense is frivolous or wrongfully intended to oppress or harass the other party, the arbitrator may award sanctions in the form of fees and expenses reasonably incurred by the other party if such sanctions could be imposed under Rule 11 of the Federal Rules of Civil Procedure.
- (j) **Governing Law:** This Arbitration Provision involves interstate commerce and is governed by the FAA and not by any state arbitration law, provided that the law of the state where we are headquartered shall be applicable to the extent that any state law is relevant in determining the enforceability of this Arbitration Provision under Section 2 of the FAA. The arbitrator must apply applicable substantive law consistent with the FAA and applicable statutes of limitations and claims of privilege recognized at law. The arbitrator may award any remedy provided by the substantive law that would apply in an individual court action, including, without limitation, punitive damages (which shall be governed by the Constitutional standards employed by the courts) and injunctive, equitable and declaratory relief (but only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim). At the timely request of either party, the arbitrator must provide a brief written explanation of the basis for the award.
- (k) **Right to Discovery:** In addition to the parties' rights to

obtain discovery pursuant to the arbitration rules of the Administrator, either party may submit a written request to the arbitrator to expand the scope of discovery normally allowable under such rules.

- (l) **Arbitration Result and Right of Appeal:** Judgment upon the arbitrator's award may be entered by any court having jurisdiction. The arbitrator's decision is final and binding, except for any right of appeal provided by the FAA. However, if the amount of the Claim exceeds \$50,000 or involves a request for injunctive or declaratory relief that could foreseeably involve a cost or benefit to either party exceeding \$50,000, any party can, within 30 days after the entry of the award by the arbitrator, appeal the award to a three-arbitrator panel administered by the Administrator. The panel shall reconsider anew any aspect of the initial award requested by the appealing party. The decision of the panel shall be by majority vote. Reference in this Arbitration Provision to "the arbitrator" shall mean the panel if an appeal of the arbitrator's decision has been taken. The costs of such an appeal will be borne in accordance with subparagraph (i) above, captioned "Location and Costs of Arbitration."
- (m) **Rules of Interpretation:** This Arbitration Provision is binding upon and benefits you, your respective heirs, successors and assigns, and us and our respective successors and assigns. This Arbitration Provision shall survive the payment of amounts owed under this agreement; any legal proceeding; any sale, assignment or transfer of your account; any bankruptcy to the extent consistent with applicable bankruptcy law; any default, breach or repossession; any termination, cancellation, closure, suspension or non-renewal of your agreement or your account; and any termination, amendment, expiration or performance of any transaction between you and us. In the event of a conflict or inconsistency between this Arbitration Provision, on the one hand, and the applicable arbitration rules or the other provisions of this agreement, on the other hand, this Arbitration Provision shall govern. Any finding, award or judgment from an arbitration of any Claim shall apply only to that arbitration. No finding, award or judgment from any other arbitration shall impact the arbitration of any Claim. We will not amend this Arbitration Provision in a manner that adversely affects your rights unless we give you a right to reject the amendment, in which case the prior Arbitration Provision will continue to govern.
- (n) **Severability:** If any portion of this Arbitration Provision is held to be invalid or unenforceable, the remaining portions shall nevertheless remain in force, subject to two exceptions: (1) if a determination is made that the Class Action Waiver is unenforceable, and that determination is not reversed on appeal, then the Arbitration Provision

(except for this sentence) shall be void in its entirety; and (2) if a court determines that a public injunctive relief Claim may proceed notwithstanding the Class Action Waiver, and that determination is not reversed on appeal, then the public injunctive relief Claim will be decided by a court, any individual Claims will be arbitrated, and the parties will ask the court to stay the public injunctive relief Claim until the other Claims have been finally concluded.

- (o) **Notice and Cure:** Prior to asserting a Claim in litigation or arbitration, the party asserting the Claim (the “Claimant”) shall give the other party (the “Potential Defendant”) written notice of the Claim (a “Claim Notice”) and a reasonable opportunity, not less than 30 days, to resolve the Claim. The resolution period shall be at least 30 days except for Claims requiring some form of expedited injunctive relief in a shorter period. Any Claim Notice to you shall be sent in writing to the current address we have for you in our records. Any Claim Notice to us shall be sent by mail to “General Counsel, Attn: Claim Notice, P.O. Box 4019, Gulfport, MS 39502” (or any updated address we subsequently provide). If there are multiple parties on the account, the Claim Notice may be sent to or by any of you. Any Claim Notice you send must provide your name and account number, as well as your address and a phone number where you can be reached during normal business hours. Any Claim Notice must explain the nature of the Claim and the relief that is demanded. A Claim Notice from us may be in the form of a collection letter or a notice demanding payment of a negative balance under the account. You may only submit a Claim Notice on your own behalf and not on behalf of any other party. No third party, other than a lawyer you have personally retained, may submit a Claim Notice on your behalf. The Claimant must reasonably cooperate in providing any information about the Claim that the Potential Defendant reasonably requests.

### **Summary of Change in Terms:**

This provision replaces in its entirety the section titled “Available Balance” of the Deposit Agreement.

### **Actual Change in Terms:**

**AVAILABLE BALANCE AND LEDGER BALANCE—**The available balance in your account is the ending balance on the previous banking day after we have posted all transactions, plus or minus pending transactions (such as deposits, debit card transactions or ATM withdrawals) that have not yet been posted to your account, and minus any holds that we have placed on your account. Your ledger balance is the balance of funds in your account based solely on deposits and withdrawals posted during nightly batch processing. Your ledger balance does not reflect pending transactions or amounts subject to a hold. Both the available balance and ledger balance do not include (i) transactions that have not

been presented for payment, such as checks that you have issued or debit card transactions that we have not authorized for the merchant, or (ii) holds for debit card transactions that we authorized for a merchant but were released. Your available balance and your ledger balance may not be the same. Your ledger balance may be more than the amount of your available balance and may not be available for withdrawal or immediate use. The balance reflected on your account statement for any given date is your ledger balance on that date. Your ledger balance and available balance may be the same when your accounts do not have any pending transactions or holds. You are responsible for keeping accurate records concerning transactions in your account. For an explanation on how your account's available balance may be impacted by holds, non-sufficient funds and/or overdraft fees, please see the sections entitled "Holds," "Authorization and Authorization Holds," and "Non-Sufficient Funds and Overdrafts." The terms "available collected balance" and "available account balance" shall have the same meaning as available balance.

We use your available balance to determine whether to authorize transactions for payment. For example, if you have a ledger balance of \$50 and an available balance of \$50 on Monday. You use your debit card at a merchant on Tuesday to buy groceries for \$20 and the merchant requests and we authorize the transaction. This authorization creates a pending transaction, which reduces your available balance to \$30, but your ledger balance is not impacted and remains \$50. We are now obligated to pay the merchant when the merchant presents the debit card transaction for payment, which could be several days after you purchased the groceries, even if you do not have a sufficient available balance at a later time. You do not make any other transactions on your account that week. The merchant presents the transaction for payment and the debit card transaction posts to your account on Thursday. Your available balance remains \$30 because the debit card transaction was already pending and accounted for in your available balance, but your ledger balance is now also \$30 because the debit card transaction actually posted to your account.

### **Summary of Change in Terms:**

This provision replaces in its entirety the section titled "Withdrawals – Right to Refuse to Cash a Check for a Payee" of the Deposit Agreement.

### **Actual Change in Terms:**

**Withdrawals - Right to Refuse to Cash a Check for a Payee; On-Us Check Cashing Fee** – We have the right to refuse to pay a check drawn on your account that is presented for immediate payment over the counter; instead, we (in our sole discretion) may require the payee or holder of the check to deposit the check in a bank account to be sent through the banking payment and collection channels. We may also

charge a fee to a payee that is not an owner of a depository or loan account with us for cashing a check or other item drawn on your account. For the purpose of this fee, "loan" does not include a credit card account; therefore, we may charge this fee to a payee who only maintains a credit card account with us. We may deduct the fee from the cash remitted to such person, as well as require identification satisfactory to us as a condition for cashing the check or other item. You agree that we may refuse to pay any such check or other item if the payee refuses to furnish identification or pay the fee. Our refusal to pay a check and/or charge a fee as described above will not be considered wrongful dishonor of the check or other item by us.

**Summary of Change in Terms:**

This provision replaces in its entirety the section titled "Transfer Limitations" of the Deposit Agreement.

**Actual Change in Terms:**

**TRANSFER LIMITATIONS** – We do not limit the number of transfers or withdrawals you make for savings and money market accounts. You may, however, be subject to transaction fees for transfers or withdrawals, as disclosed to you on the Deposit Account Information-Truth in Savings Disclosures and the Business Schedule Information Disclosure of Fees.

**Summary of Change in Terms:**

This provision replaces in its entirety the section titled "Legal Actions Affecting Your Account" of the Deposit Agreement.

**Actual Change in Terms:**

**LEGAL ACTIONS AFFECTING YOUR ACCOUNT** – If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your account (termed "legal action" in this section), we will comply with that legal action subject to our right of setoff and our consensual security interest in your account. In these cases, we will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds from your account or in any way restricted access to your funds in accordance with the legal action. You agree that any fees we charge or expenses we incur in responding to any legal action (including, without limitation, attorneys' fees and our internal expenses) may be charged against your account without prior notice to you, regardless of whether such fees and expenses create an overdraft in your account. Our service charges and fees, including any fees that we may charge for certain legal actions, are set forth either in this agreement, the Deposit Account Information – Truth-in-Savings Disclosure, or Business Schedule Information Disclosure of Fees.

You agree that we may accept and comply with any legal action of any jurisdiction served upon us in person, by mail, by facsimile transmission, or by other means, whether served

upon us at the location where the account, property or records are held or at some other location. You agree that we are not obligated to determine whether a court or agency issuing legal action has jurisdiction over you or the account or other property at issue. You further agree that we have no obligation to contest any such legal action, but, we may do so in our sole discretion to protect our interests. We may, but we are not required to, send a notice to you of the legal action served upon us related to your account, property or records. We will not send a notice if we believe that we are prohibited from doing so by law.

**Summary of Change in Terms:**

This provision replaces in its entirety the section titled “Check Processing” of the Deposit Agreement and retitles it as “Item Processing.”

**Actual Change in Terms:**

**ITEMS PROCESSING –**

**Represented Items:** If for any reason we return unpaid an item that would have resulted in a debit to your account, such as a check or ACH transaction from a merchant to debit money from your account, the returned item may be represented to us for payment multiple times by the holder of the check, a payee or a financial institution. Each time an item is presented or represented to us for payment, it is considered and treated as a separate item. We do not monitor or control the number of times a returned item is presented or represented to us for payment and will process the item as usual during our nightly processing. If your business account does not have a sufficient available balance to pay the represented item, we may return it and charge a NSF fee each time the item is presented for payment and returned. We do not charge NSF fees on consumer accounts for any items that we return unpaid.

**All Items:** We may process items mechanically by relying on the information encoded in magnetic ink along the bottom of the items. This means that we do not individually examine all of your items to determine if the item is properly completed, signed and endorsed and you acknowledge that payment by this method is in accordance with reasonable banking standards and constitutes ordinary care in paying checks or items. We may determine the available balance in your account for the purpose of deciding whether to return an item for insufficient funds at any time between the time we receive the item and when we return the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the available balance at the subsequent time will determine whether the available balance is sufficient to pay the item.

**Summary of Change in Terms:**

A new provision entitled “Posting Order” was included in the

June 1, 2020 Change in Terms and added to the Deposit Agreement. That provision is replaced in its entirety with the provision below.

**Actual Change in Terms:**

**POSTING and POSTING ORDER –**

Posting: Posting refers to the nightly batch process during which each item posts to your account; that is, each item is applied to your account which either increases or decreases your available balance and ledger balance. In posting, we use the available balance in your account to determine whether you have sufficient funds to pay or return each item. Your available balance may be reduced by pending transactions before posting the transactions in the order described below. The “Available Balance and Ledger Balance” section of this Agreement explains the difference between your available balance and your ledger balance.

Posting Order: We post transactions to your account in a particular order. Generally, we post deposits and other credits received by us before the deposit cut-off time first, and then we post withdrawals and debits (such as checks and electronic debits) by categories and priorities within the category. The withdrawals are placed in categories defined by us based on the type of withdrawal. The following are examples of the types of withdrawals in the sequence in which the categories are posted:

- Debits we are obligated to pay or, that we want to ensure are paid ahead of other debits (such as government reclamation);
- Debits we are obligated to pay (such as ATM, debit card transactions and outgoing wires);
- Cash withdrawals and certain electronic transfers (such as teller paid checks, sweep transfers);
- Other electronic debits (such as ACH debits, recurring debit card transactions, and mobile and online banking transfers);
- Checks issued by you and certain internal debits;
- Bank fees (such as wire transfer fees, service charges, overdraft fees, and stop payment fees, etc.)\*\*

\*\*The list above includes examples of withdrawals or debits from your account but does not include every type of withdrawal or debit that may be posted to your account.

The priorities of posting debits within the categories listed above are based on the type of withdrawal and whether the withdrawal contains a check or serial number or whether we can determine the date and time of the authorization or initiation of an electronic debit. For example, debits, such as checks that you issue, are posted in check number sequence, and certain electronic debits are posted based on the date and time they are authorized or initiated. Also note, the date



and time of authorization or initiation of an electronic debit we receive for processing may differ from the date and time they are authorized or initiated by you due to many factors outside of our control, including the merchant's processes. If we cannot determine this information, we will generally post the debits each day in ascending order from the lowest amount to the highest amount. We reserve the right to change the categories, the posting order sequence, and the sequence of posting transactions within these categories at any time without notice to you.

### **Summary of Change in Terms:**

A provision entitled "Impact of Holds" was included in the June 1, 2020 Change in Terms and added to the Deposit Agreement. That provision is replaced in its entirety with the provisions below entitled "Holds" and "Authorization and Authorization Holds."

### **Actual Change in Terms:**

**HOLDS:** Holds on funds in your account include: (i) holds placed on checks you have deposited as outlined in our Funds Availability Policy (found in the section titled "Your Ability To Withdraw Funds" in the Deposit Agreement) or in any other agreement that you have with us such as the Mobile Check Deposit Services - Funds Availability section within our Mobile and Online Banking Agreement that relates to our Mobile Check Deposit Services; (ii) Authorization Holds as explained in greater detail below; (iii) holds due to account related disputes; (iv) holds related to potential fraud; and (v) holds related to legal process. The amount of funds in your account subject to a hold may not be included in your available balance and therefore may not be available to authorize ATM or debit card transactions or to determine if items presented for payment during nightly batch processing will be paid.

### **AUTHORIZATION AND AUTHORIZATION HOLDS:**

**Authorization:** When you use your debit card for a debit card or ATM transaction and we receive a pre-authorization request, we authorize or decline the transaction based on your available balance. Generally, we will not authorize and pay ATM and debit card transactions if your account does not have a sufficient available balance to cover the transactions. However, if your available balance is not sufficient to authorize the transaction, we may also authorize or decline such transactions based upon your available balance plus funds that may be available to you under our Standard Overdraft Services. If we use Standard Overdraft Services to authorize your transaction, the transaction is authorized on an insufficient available balance and an overdraft fee may be assessed if your available balance is not sufficient to cover the transaction when it is presented for payment. These services include and are applied in this order: (i) Overdraft Protection Plans, more specifically, lines of credit linked to a consumer or business account, then (ii) Overdraft Consideration which

is available for eligible consumer accounts that are opted-in to Overdraft Consideration and overdraft consideration for business accounts. These Standard Overdraft Services are explained in greater detail in the sections titled “Non-Sufficient Funds and Overdrafts – Overdraft Consideration; Opting-in to Overdraft Consideration” and “Avoiding NSF’s and Overdrafts – Overdraft Protection Plans.”

**Authorization Holds:** If we authorize the transaction, we place a temporary hold on your account in the amount of the authorization request which immediately reduces your available balance (“Authorization Hold”). Each Authorization Hold will remain in place until it is presented for payment or otherwise expires. Therefore, funds subject to the hold will not be available to authorize other ATM and/or debit card transactions. As such, we may decline to authorize those transactions if you do not have a sufficient available balance. Funds subject to the hold will not be released during nightly batch processing to pay other items presented for payment. You can see each Authorization Hold as a pending transaction on your account when viewing your account via mobile and online banking. Outstanding Authorization Holds will generally expire after (a) three (3) business days or (b) the business day that the debit card or ATM transaction is presented for payment whichever occurs first. We are still obligated to pay an authorized transaction when it is presented for payment, even if the Authorization Hold has expired. Certain transactions, such as car rentals, hotel bookings and cruise lines, may have Authorization Holds longer than three (3) business days. Please refer to the Debit Card Agreement for further information. Sometimes the amount of the Authorization Hold differs from the final amount presented by a merchant for payment (for example, the addition of a tip, gas station authorizations). If any of the information provided to us for the authorization does not match the information provided to us for the final charge presented by the merchant (such as Debit Card number, merchant number, authorization key number or transaction amount), our computer system may not be able to match the authorization with the final authorized transaction presented for payment, and the Authorization Hold may remain on your account for up to three (3) business days, even if the final authorized transaction creating the Authorization Hold has already posted to your account. This means that the amount of the Authorization Hold will continue to reduce your available balance until the hold expires. If you do not have a sufficient available balance to pay other debit items presented for payment, we may return or pay those items into overdraft, and we may assess fees. For additional information about fees for insufficient funds and overdrafts, please refer to the provisions within the section titled “NSF, Overdraft, and Sustained Overdraft Fees.” You agree to maintain a sufficient available balance in your account for such transactions and you agree that we will not be liable to you for wrongful dishonor of any check, debit card transaction,

ATM card transaction, ACH, transfer, withdrawal or other debit item on your account that is not paid by us or is returned by us unpaid due to an Authorization Hold during the period of time the hold is in place, even if the authorized transaction has posted to your account.

You should record and track all of your transactions closely to confirm that your available balance accurately reflects your use of funds from your account. You should check your available balance via mobile and online banking before initiating transactions.

### **Summary of Change in Terms:**

This provision replaces in its entirety the section titled “Non-Sufficient Funds and Overdrafts” beginning on page 26 of the Deposit Agreement, including the subsections entitled “Individual Non-Sufficient Funds and Overdrafts,” “Sustained Overdrafts,” “NSF, Overdraft and Sustained Overdraft Fees,” and “Avoiding NSFs and Overdrafts.”

### **Actual Change in Terms:**

#### **NON-SUFFICIENT FUNDS AND OVERDRAFTS**

**Determining Your Available Balance:** We may determine the available balance in your account for the purpose of deciding whether to (i) return a check or other item for insufficient available funds or (ii) authorize an ATM or debit card transaction when your account does not contain a sufficient available balance (any and all of which may be referred to as an “NSF item”) at any time between the time we receive the NSF item for payment and when we return it or send a notice in lieu of return (“NSF Returned Item”) or receive the NSF item for authorization and we decline it.

**Standard Overdraft Services:** “Standard Overdraft Service(s),” which we offer on eligible accounts, refers to our practices of authorizing or paying NSF items under overdraft consideration, or an overdraft protection plan, or both. For details relating to Overdraft Consideration please refer to the provisions below. And for details relating to Overdraft Protection Plans please refer to the provisions within the section titled “Avoiding NSFs and Overdrafts – Overdraft Protection Plans.” To determine if your account is eligible for our Standard Overdraft Services please refer to the disclosure “What You Need To Know About Overdrafts and Overdrafts Fees” that applies to your account.

**Overdraft Consideration:** Overdraft consideration is our ability to decide whether we will authorize and pay NSF items into overdraft when you have an insufficient available balance. We determine whether or not to extend overdraft consideration as explained in the sub-section titled “Determining Overdraft Consideration” and as explained below. For consumer accounts, we may determine to authorize and pay NSF checks, ACHs, and other items at our discretion and without offering you the opportunity to opt-out. However, for consumer

accounts, we will only authorize and pay NSF ATM and one-time debit card transactions if you have opted-in to such overdraft consideration as provided for in that sub-section titled "Opting-in to Overdraft Consideration (Consumer Accounts). For business accounts, we will determine to authorize and pay any type of NSF item at our discretion and without offering you the opportunity to opt-out. If we pay a NSF item into overdraft using overdraft consideration we may charge you an overdraft fee as provided for in that section titled "NSF, OVERDRAFT AND SUSTAINED OVERDRAFT FEES."

We reserve the right to remove your overdraft consideration at any time without notice to you. This means that your checks and ACH items will be returned unpaid and ATM and debit card authorizations will generally be declined and may not be paid into overdraft. Business accounts will be charged fees when items are returned unpaid.

**Determining Overdraft Consideration:** At our sole and absolute discretion, we may honor an NSF item rather than returning it unpaid and create an overdraft (i.e., negative available balance in your account). If your account is eligible for overdraft consideration, we use an automated system that analyzes account data to forecast your ability to repay us and your account's capacity to charge-off if we pay your NSF items into overdraft. The account data includes, but may not be limited to, the following: the amount of the item, deposit history, age of the account, account balance, overdraft history, transaction history and an existing checking account relationship. Based on that determination, the automated system provides an overdraft limit. Your overdraft limit is subject to change daily based on changes to your account data. Due to this, we do not disclose your overdraft limit. This process assists us in determining whether we will authorize, pay, return, decline or reject an NSF item. If we overdraw your account, you agree to repay us immediately, without notice or demand from us. Furthermore, if we elect to pay your account into overdraft on any of one or more occasions, it shall not be considered a waiver of our rights to refuse to do so at any other time, nor shall it be an agreement by us to pay other NSF items into overdraft. We will exercise our discretion to pay an NSF item instead of returning it unpaid, create an overdraft, and assess a fee ("overdraft fee"), subject to special provisions for consumer accounts relating to ATM and one-time debit card transactions (which are also referred to as "everyday" debit card transactions) discussed below.

**Opting-in to Overdraft Consideration (Consumer Accounts Only):** For consumer accounts, generally we will not (i) authorize and pay items such as ATM transactions and one-time debit card transactions if your account does not have a sufficient available balance to cover such transactions, (ii) create an overdraft, and (iii) charge you an overdraft fee, unless you tell us to do so; that is, **you must opt-in to our authorization and payment of such NSF items, the**

**creation of an overdraft and assessment of an overdraft fee (an "opt-in").** You may opt-in or revoke a previous opt-in of our authorization and payment of ATM or one-time debit card transactions by calling us at 1-800-448-8812, visiting your local financial center, or via our online and mobile banking applications. You may change your election at any time. For joint accounts, an instruction to opt-in or revoke a previous opt-in by one joint account holder will be treated as such an instruction by all joint holders of such account.

**SUSTAINED OVERDRAFTS** (Applicable to Business Accounts Only). Each time that your account remains overdrawn for at least nine (9) consecutive calendar days, you agree to pay one "Sustained Overdraft Fee." We will not charge this fee if you pay us the total amount of the overdrawn balance on the ninth calendar day or the next banking day, if the ninth calendar day falls on a weekend or federal holiday that is not a banking day. We will also not charge this fee if the amount overdrawn only includes bank fees and/or service charges, as described in the Service Charges and Fees section of the Deposit Agreement or as set forth in the Business Services Information Disclosure Schedule of Fees.

Please note that we count as the first day of the nine (9) consecutive calendar days, the day on which we post the items that create the overdraft in your account, regardless of whether we have provided you with notice of the overdraft(s). We post items to your account as part of our nightly batch processing of all items we receive during a banking day.

## **NSF, OVERDRAFT AND SUSTAINED OVERDRAFT FEES**

**NSF Fees (Applicable to Business Accounts Only).** Anytime your account does not contain a sufficient available balance (plus funds that may be available to you under our Standard Overdraft Services) to pay items presented to us for payment, we will charge a fee to your account for each NSF item presented (or represented) when we return those items. You agree that since the balance reflected on your bank statement is the ledger balance and not the available balance, you may incur non-sufficient funds fees ("NSF fees") even though the statement indicates that the ledger balance was sufficient to pay the item on the day the item was presented.

**NSF Fees on Represented Items (Applicable to Business Accounts Only).** In accordance with applicable laws, payments network rules and automated clearing house association operating rules, such as NACHA operating rules and guidelines, an item that is returned by us unpaid due to an insufficient available balance in your account may be represented to us for payment multiple times. Each time we return an item presented or represented for payment (an NSF item), we may charge you a NSF fee. This could result in multiple NSF fees being charged on each NSF item presented and returned and each NSF item represented and returned.

**Overdraft Fees (Applicable to both Business and Consumer Accounts, As Noted).** If at any time we decide to pay a NSF item (including a represented NSF item) into overdraft against your consumer or business account, we may also charge you an overdraft fee, unless one of the following conditions applies:

- If we authorize and pay an ATM or one-time debit card transaction against a sufficient available balance in a consumer account, we will not charge you an overdraft fee if such transactions are later paid into overdraft. For example (and assuming there are no other transactions), on Monday you check your available balance using the mobile app and it is \$100. You spend \$40 at the grocery store and we authorize your debit card transaction and place an Authorization Hold on your account, reducing your available balance to \$60. On Tuesday, a preauthorized ACH debit for \$90 is posted to your account, reducing your available balance to negative \$30. We will charge you an overdraft fee on the \$90 preauthorized ACH debit that we paid against an insufficient available balance creating an overdraft in your account. On Wednesday, the \$40 grocery store debit card transaction from Monday is presented for payment and paid. Since your available balance was positive when we authorized the debit card transaction, we will not charge you an overdraft fee for that transaction even though you did not have a sufficient available balance when it was presented for payment and paid. If this circumstance involves a business account, we will charge you an overdraft fee.
- If a consumer account does not contain a sufficient available balance but we authorize and pay your ATM and one-time debit card transactions using Overdraft Consideration, we will not charge you an overdraft fee if such transactions are later paid into overdraft unless you have opted into Overdraft Consideration as provided for in the section titled “Non-Sufficient Funds and Overdrafts – Opting-in To Overdraft Consideration.” If you have opted-in to Overdraft Consideration, we may charge you an overdraft fee in these circumstances, because the transaction was both authorized on an insufficient available balance and paid into overdraft. For example (and assuming there are no other transactions), you have opted-in to Overdraft Consideration and your available balance on Monday is \$10. You spend \$80 at the grocery store on Monday and we authorize the debit card transaction based on the Overdraft Consideration available to you, resulting in a negative \$70 available balance. You do not make any other transactions or deposits and the grocery store debit card transaction is presented for payment on Tuesday. You will be charged an overdraft fee when the debit card transaction is paid because the transaction was both authorized against an

insufficient available balance and paid into overdraft at posting. This condition applies only to consumer accounts and not to business accounts.

We assess fees at the time a transaction is paid or returned at posting, during nightly batch processing, and not at the time it is authorized or declined.

For both consumer and business accounts, you agree that since the balance reflected on your bank statement is the ledger balance and not the available balance, you may incur overdraft fees on transactions even though the statement indicates that the ledger balance was sufficient to pay the item on the day the item was presented.

**Your Obligation to Pay NSF, Overdraft and Sustained Overdraft Fees (Applicable as Noted).** For business accounts, you agree to pay the NSF charge/fee for each NSF Returned Item every time it is presented to us for payment and you also agreed to pay any Sustained Overdraft Fee applicable to your account. For both business and consumer accounts, you agree to pay the overdraft charge/fee for each NSF item paid and not returned (subject to special provisions for consumer accounts relating to ATM and one-time debit card transactions). Also, for both business and consumer accounts, you further agree: (i) that such fee or fees may be charged to your account without prior notice; (ii) to immediately deposit sufficient funds to cover any overdraft, NSF, or Sustained Overdraft Fees, if applicable, to your account; (iii) that we may collect overdrafts and the related charges from subsequent deposits, including direct deposits of social security or other government benefits; and (iv) to reimburse us for any costs we incur in collecting an overdraft from you including, without limitation, reasonable attorney fees and the costs of litigation, to the extent permitted by law.

**Other Related Provisions (Applicable to Business and Consumer Accounts).** We do not send you prior notice on items returned for insufficient available funds. It is your responsibility to monitor your account and ensure that sufficient available funds are in your account to pay transactions and as otherwise required in this Agreement. An insufficient available balance may result from, but not limited to, any of the following: (1) the payment of items; (2) payments and transfers authorized by you, including those made by written or verbal instruction to us or to others, and by ATM card, debit card, telephone, computer or other electronic means; (3) items deposited by you that are returned to us unpaid; (4) legal claims against your account; (5) the imposition of service fees; (6) our exercise of the right of set off for debts owed to us; or (7) holds that limit or otherwise delay the availability of your funds as described in this Agreement.

**AVOIDING NSF'S AND OVERDRAFTS** – In order to avoid NSF, Overdraft and Sustained Overdraft Fees and the possibility of declined ATM and Debit Card transactions and

returned checks or other items on your business or consumer accounts, you must ensure that your account maintains a sufficient available balance for all your transactions, including, but not limited to, checks you've written, debit card transactions, ATM withdrawals, other electronic debits, etc. Banking services that may assist you in avoiding fees and declined or returned items include direct deposit, and online banking and mobile banking via tablet, smartphone or similar device. You should track and account for all your deposits and debit transactions and regularly check your available balance, especially before making purchases, to ensure you have a sufficient available balance to cover transactions you make.

**Overdraft Protection Plans.** Please also inquire about our overdraft protection plans as described below. The fees that apply to our overdraft protection plans may be less expensive than NSF, Overdraft and Sustained Overdraft Fees. Please note that some of the accounts that we offer have an overdraft protection plan available, subject to approval under our normal credit criteria. You must apply for, be approved, and sign all the documents required to establish the overdraft protection plan for your account. The agreement or other documents providing for the overdraft protection plan will set forth the amount of overdraft protection coverage available and the terms and conditions under which it will be provided. Certain savings or checking accounts that you have on deposit with us may be linked to your checking account for overdraft protection coverage at posting. Lines of credit may be linked to your checking account for overdraft protection coverage for ATM or debit card authorizations and at posting. You agree that our failure to pay any item that would create an overdraft in the absence of an approved overdraft protection plan is not wrongful dishonor of any check or other item we refuse to authorize or pay. You also agree that even if your account has been approved for an overdraft protection plan, items may be returned or your account may still become overdrawn if the available balance is not sufficient to pay all the presented checks or items because: (1) paying a check or other item will exceed the available balance in the deposit account that provides an overdraft protection coverage or will exceed the credit limit on the credit account that provides overdraft protection coverage; (2) the deposit account that provides overdraft protection coverage is overdrawn or the credit limit on the credit account that provides an overdraft protection coverage has been exceeded; (3) the credit limit on the credit account that provides overdraft protection coverage is reduced, suspended or terminated for any reason; (4) access to the credit account that provides overdraft protection coverage is denied because the credit agreement is in default, including the fact that the required payments on that account are past due; or (5) the deposit account or credit account that provides overdraft protection coverage is subsequently closed. Please note that on any Banking Day, if some of the NSF items are covered by an overdraft protection plan and some are not, you may be



charged (1) an account overdraft protection fee, if applicable, plus (2) one or more NSF or overdraft fees or both such fees, depending upon whether the account is a business or consumer account. The staff at any of our financial centers will be happy to provide additional information about our optional overdraft protection plans.

To prevent NSFs or overdrafts from occurring, you are reminded and agree not to withdraw or write checks against funds that are needed to pay ATM and one-time debit card transactions that have not yet posted against your account (such as writing checks or performing other ATM withdrawals or point-of-sale purchase transactions) unless you have a sufficient available balance in your account or sufficient funds available under an overdraft protection plan associated with your designated checking account. You are also reminded to use the various banking services available to you, such as online banking and mobile banking, to monitor your account's available balance, pending transactions and other activity.

**Summary of Change in Terms:**

This provision replaces in its entirety the section titled "Certificates of Deposit" on page 31 of the Deposit Agreement.

**Actual Change in Terms:**

**CERTIFICATES OF DEPOSIT** – We offer certificates of deposit accounts ("Certificate of Deposit" or "CD Account") with varying maturity options. Please check with any of our financial centers for the terms of certificates presently being offered. You understand and agree that the Certificate of Deposit is subject to these Terms and Conditions, the terms printed on any certificate, receipt for certificate, disclosure or confirmation provided in connection with the deposit(s) or any other activity concerning the applicable Certificate of Deposit. All Certificates of Deposit are book-entry items, and our books and records constitute the sole evidence of funds on deposit with us. The continued existence of a receipt or certificate in your possession, including successors, heirs, and/or assigns, does not constitute proof that your funds remain on deposit with us. By purchasing a Certificate of Deposit you have contracted to keep your funds on deposit for the stated term. If your CD Account has not matured, any withdrawal of all or part of the funds from your CD Account may result in an early withdrawal penalty, which is based on the term of the Certificate of Deposit and calculated as a forfeiture of a percentage of the amount withdrawn. The early withdrawal penalty assessed may not be less than an amount equal to seven (7) days' interest. Please see your Deposit Account Information-Truth in Savings Disclosures for more information on the early withdrawal penalties.

**Summary of Change in Terms:**

This provision replaces in its entirety the section titled "Collection and Overdrafts" beginning on page 34 of the Deposit Agreement.

### **Actual Change in Terms:**

**Collection and Overdrafts.** When you use your ATM card or Debit Card at an ATM or with a merchant (point-of-sale) to obtain goods or services or cash, the ATM or merchant may obtain an authorization for the transaction. See the sections of this Agreement entitled “Holds,” “Authorization and Authorization Holds,” “Posting and Posting Order,” and “Non-Sufficient Funds and Overdrafts” for additional information on how ATM and Debit Card transactions may affect your available balance and/or result in additional charges on your account.

### **Summary of Change in Terms:**

This provision replaces in its entirety the section titled “Currency Conversion and International Transactions” beginning on page 35 of the Deposit Agreement.

### **Actual Change in Terms:**

**Currency Conversion and International Transactions.** Visa USA charges us a 1% International Service Assessment on all international transactions, regardless of whether there is a currency conversion. We pass this international transaction fee onto you. An international transaction is a transaction where the country of the merchant is outside the USA.

### **Summary of Change in Terms:**

This provision replaces in its entirety the section titled “Limitations on Frequency of Transfers” on page 36 of the Deposit Agreement.

### **Actual Change in Terms:**

**Limitations on Frequency of Transfers.** Due to changes in Federal regulations, the following limitations on transfers no longer apply:

- Transfers from a savings account to another account or to third parties by preauthorized, automatic, telephone, or computer transfer are no longer limited to six (6) per month.
- Transfers from a money market account to another account or to third parties by preauthorized, automatic, telephone, or computer transfer or by check or similar order to third parties are also no longer limited to six (6) per month.

### **Summary of Change in Terms:**

This provision is a new subsection (c) under the section titled “Unauthorized Transfers” on page 37, and the new subsection is titled “Non-Consumer Liability Regarding Commercial ACH Transactions.”

### **Actual Change in Terms:**

#### **Unauthorized Transfers**

**(c) Non-Consumer Liability Regarding Commercial ACH Transactions.** Under the National Automated Clearing House Association (NACHA) rules that govern processing electronic funds transfers received through an automated clearing house

or the funds transfer system of the Federal Reserve Banks (an “ACH Entry”), the Bank must submit instructions to return an erroneous or unauthorized ACH Entry affecting business accounts within two (2) business days. Therefore, you must notify the Bank of any erroneous or unauthorized ACH Entries affecting your business account within 24 hours from the date the ACH Entry first posts to your account. Such notice enables the Bank to submit a reversal of the ACH Entry on your behalf within the NACHA-imposed two (2) business day time frame. If you do not notify us in a timely manner of the erroneous or unauthorized ACH Entry, any efforts to recover the funds must occur solely between you and the originator of the ACH Entry. You can use banking services such as business online banking and mobile banking to detect erroneous or unauthorized ACH Entries. Please visit your nearest financial center or contact us at 1-800-448-8812 to notify us of any erroneous or unauthorized ACH Entry.

### **Summary of Change in Terms:**

This is a new subsection under the section titled “Your Ability to Withdraw Funds” on page 39, and the new subsection is entitled “Early Pay.”

### **Actual Change in Terms:**

#### **Your Ability to Withdraw Funds**

**Early Pay.** At our discretion, we may make certain eligible direct deposits available to you up to two (2) business days before the scheduled payment date. This may include most recurring direct deposits, such as certain payroll deposits or government benefits. Your checking and savings accounts are enrolled in this service automatically. We do not guarantee you will receive early availability of any direct deposit during any period, as this is dependent upon many factors, including but not limited to, the timing of your payer’s payment instructions. We will not charge you a fee to make your direct deposit available to you early. Once the funds are available, you may withdraw them in cash and we will use the available funds to pay checks you have written or other items processed against your account. If a deposit we have made available to you early is reversed, returned or is otherwise uncollected by us, you are responsible for ensuring you have a sufficient available balance in your account to cover any pending items that will be debited from your account at posting or you may be charged fees. If you have a dispute regarding a reversal or return of a direct deposit, please contact the issuer of the deposit and us to assist you in resolving the matter. We may modify or discontinue this service at any time, in our sole discretion, without prior notice to you.

### **Summary of Change in Terms:**

This provision replaces in its entirety the section titled “Longer Delays May Apply” beginning on page 39 of the Deposit Agreement.

## **Actual Change in Terms:**

### **Longer Delays May Apply**

**Case-by-case delays.** In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$225 of your deposits, however, will be available on the first business day.

**Safeguard exceptions.** In addition, 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 (6) months.
- There is an emergency, such as failure of computer or communications equipment.

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

## **Summary of Change in Terms:**

This provision replaces in its entirety the section titled "Special Rules for New Accounts" on page 40 of the Deposit Agreement.

## **Actual Change in Terms:**

### **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 electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,525 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit, if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,525 will be available no later than the seventh business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,525 will not be available until the second business day after the day of your deposit. Funds from all other check deposits will normally be available on the seventh business day after the day of your deposit.



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