

Notification of Change in Terms to the Deposit Agreement Effective July 21, 2017

Please review this notification for important information about changes we are making to our Deposit Agreement which governs each account you maintain with us.

You should retain for your records this Change in Terms notice along with your Deposit Agreement. Please note that your Deposit Agreement includes the "Deposit Agreement" booklet with an effective date of April 1, 2014 and recent disclosure titled "Change In Overdraft Practices and Fees and Related Changes To The Deposit Agreement," with an effective date of July 21, 2017. Once effective, this Change in Terms becomes part of your Deposit Agreement and all other terms and conditions within your Deposit Agreement apply except as supplemented, revised or replaced by this Change in Terms.

Please Note that continuing to maintain your account with us beyond the effective date of this Change in Terms constitutes your acceptance of your Deposit Agreement with this Change in Terms.

If you have any questions, visit your local branch or call our customer service professionals at 1-800-448-8812.

Law Governing Your Account

The first sentence on page 5 is replaced in its entirety with the following paragraph:

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.

Definition of an "Item"

The definition of "Item" immediately preceding the Venue and Dispute Resolution section on page 5 is replaced in its entirety with the following two sentences:

"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) a 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.*

Notice of Withdrawal

The section titled Notice of Withdrawal on page 12 is replaced in its entirety with the following paragraph:

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.

Florida Tenants By The Entirety

To the section providing terms applicable to Florida accounts, add the following sub-section:

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.

Transfer Limitations

The last sentence of the section titled Transfer Limitations on page 17 will be replaced in its entirety by the following sentence:

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.

Service Charges and Fees

The second sentence on page 26 of the section titled Service Charges and Fees is revised to include the following underlined verbiage:

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 check or items, copies of statements, overdrafts, sustained overdrafts and nonsufficient funds processing.

Certificates of Deposit

The section titled Certificates of Deposit found on page 28 will be supplemented by the following provisions added to the end of this section:

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.

Unauthorized Transfers

The last paragraph of the first bullet point under section (a) Consumer Liability on page 33 is revised to include the underlined verbiage:

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

Deposit Error Correction

The following provision is added to the Agreement:

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.

Closing an Account

The following provision is added to the Agreement:

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.

Release of Account Information

The section titled "Release of Account Information" found on page 23 shall be deleted in its entirety.

Transactions in a Foreign Currency

The following provision is added to the Agreement:

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.



Whitney Bank uses these trade names:
Hancock, Hancock Bank and Whitney.
Member FDIC