

# Notification of Changes in Terms to your Deposit Agreement

*Effective December 1, 2022*

Please review this Notification of Changes in Terms which implements new changes to certain provisions within your Deposit Agreement dated May 2018, as supplemented by the Notifications of Changes in Terms previously issued on June 1, 2020, December 7, 2020, and May 2022 (collectively, the “Prior Changes In Terms”). Therefore, as of the effective date, all the terms and conditions of your account will be contained in the Deposit Agreement dated May 2018, the Prior Changes In Terms, and in this Notification of Changes in Terms. Except as supplemented, revised or replaced by this Notification of Changes in Terms, all other terms and conditions within your Deposit Agreement dated May 2018 and Prior Changes in Terms remain in full force and effect.

From this point forward, we will collectively refer to the Deposit Agreement dated May 2018 as supplemented by the Prior Changes in Terms, and this Notification of Changes in Terms, collectively as the “Deposit Agreement.”

**Please note that continuing to maintain your account with us beyond the effective date of this current Notification of Changes in Terms constitutes your acceptance of your Deposit Agreement in its entirety.**

You should retain a copy of your Deposit Agreement for your records. You can obtain a copy of it from one of our financial centers, or you can access it electronically to review, download and/or print it by visiting <https://www.hancockwhitney.com/deposit-agreement>. We also make the Deposit Agreement available to you via our online or mobile banking applications.

## **Changes in Terms**

For consumer accounts, we will no longer charge a Non-Sufficient Funds (NSF) Fee on items which are not paid into overdraft and are returned. Additionally, we are eliminating the Sustained Overdraft (SOD) Fee that is charged when a consumer account remains overdrawn for 9 consecutive calendar days. Accordingly, we are making the following two Changes in Terms.

1. The following is being added as the last sentence in the section titled “Terms and Conditions of Your Account” on page 1 of the Deposit Agreement:

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**” shall mean any account or purpose that is not for a consumer.

2. The following qualification is added to the Deposit Agreement, generally, and specifically to the sections titled “NSF, Overdraft, and Sustained Overdraft Fees” and “Sustained Overdraft Fees.”

**Notwithstanding any provisions to the contrary, we will not charge NSF fees or SOD fees on consumer accounts. These fees, however, will still be charged on business accounts.**