

**DEPOSIT
ACCOUNT
AGREEMENT**



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INTRODUCTION

Welcome to Cadence Bank, N.A., Member FDIC. We appreciate your business, and we are pleased you are one of our customers. This Deposit Agreement, your signature card, our “Schedule of Fees”, other account opening documents and disclosures, and any agreement for other services offered in connection with your account (collectively, this “Agreement”) are all part of the binding contract between you and us for your deposit account and your deposit relationship with us. Please read all of these documents carefully.

This Agreement covers any and all deposit accounts you may have with us now or in the future. By opening your account, by conducting any transaction involving your account, or by maintaining your account after receipt of this Agreement, you agree to the terms in this Agreement.

We may change this Agreement (including our “Schedule of Fees”) at any time. We may add new terms. We may delete or amend existing terms. We may add new accounts and services and discontinue existing accounts or services. We may convert existing accounts and services into new accounts and services. We will ordinarily send you advance notice of an adverse change to this Agreement. However, we may make changes without prior notice unless otherwise required by applicable law. We may, but do not have to, notify you of changes that we make for security reasons or that we believe are either beneficial or not adverse to you. When we change this Agreement, the then-current version of this Agreement supersedes all prior versions and governs your account. If you continue to use your account or keep it open after you’ve had a reasonable opportunity to review the then-current version (not to exceed 14 days after we send or make it available to you), you are deemed to accept and agree to the change and are bound by the change. If you do not agree with a change, you may close your account as provided in this Agreement.

When we inform you of changes affecting your rights and obligations, we do so by delivering or otherwise making a notice available to you. In some cases, we may post a notice of a change in our banking offices or on our website. Otherwise, we mail the notice to you at the address we currently show for your statement, or if we have agreed on this method, we provide it to you electronically. We may provide a notice as a message on your statement or as an insert with your statement. If a notice of a change to this Agreement is returned to us as being undeliverable or if we stop sending notices to you because notices or statements we previously sent you were returned to us as being undeliverable, you understand that the notices are available to you through our banking offices. You agree to that method of delivery and that changes covered in these notices are still effective and binding on you. A notice sent to any one owner is deemed notice to all account owners and is effective for all account owners. We will provide notices in English. If you have difficulty reading English, please call us at the number for customer service on your statement. Unless otherwise provided in this Agreement, notice from you must be in writing and will be effective upon our receipt at the appropriate internal office provided we have a reasonable opportunity to act upon it.

WE DIRECT YOUR ATTENTION TO ARTICLE H, DISPUTE RESOLUTION. THIS AGREEMENT CONTAINS PROVISIONS FOR BINDING ARBITRATION AND WAIVER OF JURY TRIAL. YOUR ACCEPTANCE OF THIS AGREEMENT INCLUDES YOUR ACCEPTANCE OF THOSE PROVISIONS. IF A DISPUTE ARISES BETWEEN YOU AND US, YOU OR WE MAY REQUIRE THAT IT BE RESOLVED THROUGH ARBITRATION, RATHER THAN THROUGH JURY TRIAL. FURTHER YOU WILL NOT HAVE THE RIGHT TO BRING OR PARTICIPATE IN ANY CLASS ACTION OR SIMILAR PROCEEDING IN COURT OR IN ARBITRATION.

Our relationship with you is that of debtor and creditor. This Agreement and the deposit relationship do not create a fiduciary, quasi-fiduciary or any other special relationship between you and us. Any internal policies or procedures that we maintain in excess of reasonable commercial standards and general banking usage are solely for our own benefit and shall not impose a higher standard of care than otherwise would apply in their absence. There are no third-party beneficiaries to this Agreement.

ARTICLE A: DEFINITIONS

The following terms and definitions apply when used in this Agreement. Some terms used in this Agreement but not defined below have the meaning assigned to them in the Uniform Commercial Code in effect in the state where we maintain your account.

- 1. Account or deposit account** – Any type of checking, savings, money market, time deposit or negotiable order of withdrawal (NOW) account to which funds may be deposited. Individual retirement accounts (IRAs) are excluded from this definition and are not covered by this Agreement.
- 2. Account owner or owner** – Each person or entity named in our records as an account owner with respect to an account, including any conservator, custodian, guardian, trustee or other representative acting in that capacity.
- 3. ACH** – Automated clearing house.
- 4. ATMs** – Automated teller machines.
- 5. Attorney-in-Fact** – An agent designated under a valid power of attorney. Unless prohibited by applicable law, we reserve the right, in our sole discretion, not to honor any power of attorney. An attorney-in-fact representing an account owner does not become an owner of an account and will not have rights in an account at the owner's death as a result of the agent's capacity as an attorney-in-fact.
- 6. Agreement** – This Deposit Agreement, your signature card, our current "Schedule of Fees", other account opening documents and disclosures, and any agreement for other services offered in connection with your account.
- 7. Authorized signer** – Each person who has signed a signature card with respect to an account in any capacity, including any attorney-in-fact, conservator, custodian, guardian, trustee or other representative acting in that capacity.

- 8. Available balance** – The balance of funds in your account that is available for immediate withdrawal. Unlike the posted balance, the available balance reflects any holds placed on your account, including the restrictions described in Article K: Funds Availability Policy. It is important to note that your available balance does not reflect every transaction you have initiated or previously authorized (for example, outstanding checks and ACH transactions that we have not yet received for payment). Your available balance also does not include any credit available under any overdraft protection line of credit you may have.
- 9. Business days** – Monday through Friday, excluding bank holidays. Please note that we may switch from one business day to the next business day before the end of the calendar day and while a banking center is still open. Hours of the business day for an ATM or a banking center are available at the ATM or banking center and are subject to change from time to time at our discretion.
- 10. Dormant account** – A dormant account is an account which is considered abandoned or inactive under the law of the state where we maintain the account. For more information, see Section 3 of Article I: Unclaimed Property – Accounts Presumed Abandoned or Inactive.
- 11. Item** – includes all orders and instructions, whether oral, written or electronic, for the payment, transfer, or withdrawal of funds from an account. As examples, item includes: a check, substitute check, purported substitute check, electronic transaction (including an ACH transaction, ATM withdrawal or transfer, or point of sale transaction), draft, demand draft, remotely created check, remotely created consumer check, image replacement document, indemnified copy, preauthorized draft, preauthorized payment, automatic transfer, telephone-initiated transfer, online banking transfer or bill payment instruction, withdrawal slip, in-person transfer or withdrawal, cash ticket, deposit adjustment, or other order of instruction for the payment, transfer, or withdrawal of funds, or an image, digital image or a photocopy of any of the foregoing. Item also includes any written document created or authorized in your name that would be a check or draft but for the fact that it has not been signed. Item may also include a cash-in ticket, a deposit adjustment, and a check, draft, warrant, or other item deposited to your account, including a deposited item that was returned unpaid.
- 12. Joint account** – A deposit account with more than one account owner including one of the following three types: (a) a joint account with right of survivorship so that, at the death of an owner, ownership of the account passes to the surviving owner(s), and not to the deceased owner's estate; (b) a joint account with right of survivorship and payable on death by designating one or more beneficiaries of the account, so that at the death of the last surviving owner, ownership passes to payable on death beneficiaries and is not part of the last surviving owner's estate; or (c) joint account without right of survivorship, so that at death of any owner, the deceased owner's ownership interest passes as part of a deceased owner's estate. Joint accounts will be presumed to be with right of survivorship (type (a) above) unless applicable law requires that you make an affirmative designation in order for right of survivorship status to apply.
- 13. Posted balance** – The balance of funds in your account based solely on items that have been posted as credits or debits to your account. Unlike the available

balance, the posted balance does not reflect any holds placed on your account. Your posted balance does not include any credit available under any overdraft protection line of credit you may have.

- 14. Service charges** – Any charge, fee or similar amount due to us, whether for a service we may provide or for a particular condition or status of your account or any item relating to your account.
- 15. Substitute check** – A paper reproduction of an original check that (a) contains an image of the front and back of the original check; (b) bears a MICR (Magnetic Ink Character Recognition) line containing all the information appearing in the MICR line of the original check at the time the original check was converted to an electronic image; (c) conforms in paper stock, dimension and otherwise with industry standards; (d) includes a legend stating, “This is a legal copy of your check. You can use it the same way you would use the original check.”; and (e) is suitable for automated processing in the same manner as the original check.
- 16. UCC** – The Uniform Commercial Code as adopted by the state whose law applies to your account.
- 17. We, our, ours, us, Cadence, and Cadence Bank** – Cadence Bank, N.A., or any other affiliate bank of Cadence Bancorp, LLC.
- 18. You, your and yours** – As the context requires or permits, each and every account owner, each and every authorized signer, each and every person or entity with a beneficial interest in the account, and anyone else with the authority to deposit, withdraw, pay, transfer, or exercise control over the funds in the account, whether such authority is evidenced by signature cards, organizational resolutions, or otherwise.

ARTICLE B: GENERAL ACCOUNT TERMS

- 1. New Account Opening Identification.** To help the government fight the funding of terrorism and money laundering activities, federal law requires us to obtain, verify, and record information that identifies each person who opens an account. For these reasons and for our internal purposes, when you apply for an account, we will ask for your name, address, date of birth, taxpayer identification number and other information that will allow us to identify you. We may also require one or more forms of unexpired photo identification. If you are a nonresident alien, we will record your Passport number, the name of the country that issued the Passport and your foreign address. We will accept a post office box only as a mailing address. If you are a business, we may ask you for your organizational documents and other documentation showing your existence as a legal entity, plus information regarding your officers, directors, authorized signers, account owners, controlling shareholders and others. We may validate the information you provide to us to ensure we have a reasonable assurance of your identity. We may contact you for additional information. If your account is funded before we verify your information, you may not have access to your funds. If we are not able to verify your identity to our satisfaction, we will not open your account or we may close the account if it was previously funded.
- 2. New Account Verification; Fair and Accurate Credit Transactions Act.** You authorize us to make any inquiries from time to time that we consider appropriate to help us verify your identity and determine if we should open,

maintain, collect, or close your account. This verification may include requesting reports from credit bureaus, consumer reporting agencies or public databases; checking references with other financial institutions; reviewing financial statements; engaging a third party service to verify and obtain information concerning you; and any other method permissible under applicable law. We may also report the status, history and/or closure of your account to such third party service. During our relationship with you, we may from time to time 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.

- 3. Tax Information.** The Internal Revenue Service (IRS) requires us to obtain the taxpayer identification number (TIN) applicable to the account. For individuals, this is your Social Security Number or Individual Taxpayer Identification Number; for legal entities, this is your Employer Identification Number. If you are a sole proprietor or a single-owner limited liability company, you may use your Social Security Number or Employer Identification Number. When you apply for an account, you are required to certify under penalty of perjury that the TIN provided is correct and whether you are exempt from IRS reporting and withholding. If you do not give us a certified name and TIN, if the IRS notifies us that the name and TIN you gave us is incorrect or if the IRS notifies us that you failed to report all your interest on your tax return, we are required to withhold a percentage of the interest earned on your account, referred to as “backup withholding,” and pay it to the IRS. Backup withholding is not an additional tax. You may claim amounts withheld and paid to the IRS as a credit on your federal income tax return.

If you are a nonresident alien individual or entity, you are generally exempt from information reporting and backup withholding, with certain exceptions. For an account to be classified as a “nonresident alien account,” all owners of the account must certify their foreign status at the time of the account is opened. You must also provide the address of your permanent foreign residence or the entity’s principal foreign office on Form W-8. Nonresident aliens must recertify their foreign status every three (3) years. If any owner does not timely certify their foreign status, your interest payments are subject to backup withholding. If you become a U.S. citizen or resident alien after opening your account, you must notify us within 30 days and provide us your TIN.

We comply with the Foreign Account Tax Compliance Act (FATCA) as mandated by U.S. federal law. We will withhold on certain payments when required by such law. For more information or to determine how this information applies to you, consult your U.S. tax advisor.

- 4. OFAC Compliance.** The Department of Treasury’s Office of Foreign Assets Control (OFAC) administers and enforces economic sanctions programs implemented by the government. We are required to comply with all OFAC sanctions, which may include rejecting or blocking transactions or funds involving certain individuals, entities, and foreign countries. By opening an account with us, you agree and affirm that you are not a prohibited individual or entity under any of the sanctions programs administered or enforced by OFAC. You agree that we can freeze and/or reject any transaction we reasonably believe violates any of the OFAC sanctions programs or our policies or procedures. You acknowledge and agree that any transaction to

or from your account may be delayed or suspended and that a hold may be placed on your account while a transaction is reviewed for possible violations of any of the OFAC programs and that we will have no liability for any such delays, suspensions, holds and/or any resulting unavailability of funds.

- 5. Authorization to Pay and Debit the Account.** You authorize us to pay or withdraw funds from the account, without any notice to you, on the order of any account owner or authorized signer or on the order of any personal representative of any account owner (even if appointed in a state or country other than the one in which we maintain your account). You authorize us to honor orders to pay or withdraw funds received by us from any of these persons in writing, orally (including by telephone) or electronically.
- 6. Multiple Party and Joint Accounts.** You appoint all other account owners and authorized signers of your account as your attorneys-in-fact and/or duly authorized agents for all purposes relating to your account including, but not limited to, endorsing items for deposit or collection (even if payable to another owner or payable jointly to more than one owner), stopping payment, making deposits, making withdrawals, obtaining account information, making transfers from the account, closing the account, drawing upon an overdraft or other line of credit connected to the account, or pledging or assigning the account. You authorize us to honor instructions received by us from any such person, whether such instructions are written, oral (including by telephone) or electronic. A withdrawal from your multiple party or joint account by any account owner or authorized signer will discharge our obligation to you with respect to the amount withdrawn, regardless of the source or ownership of the funds in the account. Any account owner of a multiple party or joint account may add a new owner or authorized signer to the account. We may require a new signature card before any change in ownership or authorized signers becomes effective. We may, but are not required to, honor a request by you to prevent a withdrawal or transfer by any other account owner or authorized signer or to remove another account owner or authorized signer from the account. A service charge may apply if we honor the request, and you agree to indemnify us and hold us harmless from any loss or damage to you or anyone else that results from our honoring the request. You may be asked to sign additional documents or agreements in connection with the request. Each account owner is jointly and severally liable to us for all service charges and other amounts owed to us, and all costs, losses, and liabilities related to this Agreement or the account, even if caused by another owner or authorized signer. A notice sent to one owner is effective for all. You guarantee the signature of each owner. Unless noted otherwise on the signature card, the account is owned jointly with right of survivorship and not as tenants in common. If one owner dies, we treat the surviving owner(s) as owner(s) of the full balance. If noted on the signature card that ownership is as tenants in common or without survivorship, we treat the surviving owner(s) and personal representative of the deceased as owners. Their shares will be equal unless we have agreed otherwise in writing. Only a married couple may own the account as tenants by the entirety, and only if noted on the signature card. If one spouse dies, we treat the survivor as the sole owner of the account. If the couple divorces, we treat them as owners jointly with right of survivorship. You agree to notify us immediately after you learn of the death or declaration of

incompetence of any owner of the account. Until we receive a notice of death or incompetency, we may act with respect to any account or service as if all owners, authorized signers or other persons are alive and competent, and we will not be liable for any actions or inactions taken on that basis. When we receive a notice that an owner has died or been declared incompetent, we may place a hold on your account and refuse to accept deposits or permit withdrawals. We may hold any funds in your account until we know the identity of the successor. We may accept and comply with court orders, and take direction from court appointed personal representatives, guardians, or conservators from states other than where your account was opened or where the account, property or records are held.

- 7. Payable on Death Accounts.** Subject to any state-specific requirements that may be applicable to your account, you may, without a trust document, designate an account to be payable on your death to a designated beneficiary or beneficiaries. Such accounts are generally known as payable on death ("P.O.D."), in trust for ("ITF"), as trustee for ("ATF"), or "Totten" Trust accounts (collectively, "P.O.D. Accounts"). You are solely responsible for meeting the terms of applicable state law in establishing such accounts including, without limitation, any titling requirements. We make no representations as to whether the use of a P.O.D. Account designation is appropriate for the person(s) establishing such an account. Any such designation should be made only after consulting with an attorney or other qualified estate planning professional. P.O.D. Accounts belong to you during your lifetime and, until your death, the beneficiary(ies) has no interest in the account and may not access the account. Upon your death, or if there is more than one joint owner, upon the death of the last surviving co-owner, all the funds in the account shall be owned in equal shares by the person(s) then living who are named as beneficiary(ies). At our option, we may pay the funds in the account in equal shares to the person(s) then living who are named as beneficiary(ies) or pay the funds by issuing a check in the name of all living beneficiaries and giving the check to any one beneficiary, subject to our right of setoff and security interest. The money in the account will not be inherited by your heirs or controlled by your will. Certain state law restrictions may apply. We have no obligation to notify any beneficiary of the existence of any account or the vesting of any interest in any account. If an owner pledges a P.O.D. Account as collateral for an obligation, the pledge prevails over any rights of any beneficiary. Any such pledge is deemed to be a pledge by each owner of the account and each owner hereby consents to such pledge.
- 8. Uniform Transfer to Minors Act (UTMA) Accounts.** If the account is noted on the signature card as established under the Uniform Transfers to Minors Act (UTMA), you understand that there can be only one custodian and one minor per account unless state law or jurisdiction where the account exists allows differently. No other parties are permitted. As custodian, your responsibility to us under this Agreement will not be limited to the amount in the account. A deposit of money for the benefit of a minor named as a beneficiary of a UTMA account is irrevocable, will be considered made in accordance with the provisions of applicable state statutes governing uniform transfers to minors, and shall include all interest earned on the account.

9. Fiduciary Accounts. To the maximum extent permissible under applicable law, we have no responsibility or obligation to supervise or monitor the transactions within a fiduciary account (including, but not limited to, estate accounts, guardianship accounts and trust accounts), or to inquire as to the power or duties of account owners or authorized signers. The account owner, individually and jointly and severally with any other account owner, agrees to indemnify and hold us harmless from and against any and all loss, costs, damage, liability, or exposure, including attorney's fees, we may suffer or incur arising out of any action or claim by any beneficiary or other party with respect to the authority or action taken by any account owner or authorized signer in handling or dealing with a fiduciary account.

10. Business/Organization Accounts and Authorized Representatives. We may rely on the classification and form of ownership for a business account, as set forth on the signature card, for all purposes relating to the account. You represent and agree that (a) you have taken all actions necessary to open and maintain the account, (b) all resolutions or other authorizations given by you to us are true, (c) all assumed or fictitious names have been registered or filed with the appropriate governmental authorities, and (d) each person whose name is written or printed on the signature card, any resolution or other separate written authorization concerning the account has complete authority involving the account. An "authorized representative" is (a) a representative of the business or organization who has been identified to us as being authorized to sign checks on, make withdrawals from, or otherwise give instructions with respect to your account and has signed a signature card for the account, or (b) a person who has been authorized to obtain account information but may not sign checks. You agree that each authorized representative, except for those who have not been given signing authority by the business or organization but have the authority to obtain information, shall have full authority, subject to the provisions of any signature card or supporting documents, for all actions relating to your account including, but not limited to, making deposits, making withdrawals, endorsing of checks, closing the account, stopping payment, assigning the account, or overdrawing the account. Any one of the authorized representatives may write checks and/or withdraw money from your account. We may rely on any resolution and/or certification submitted by a party purporting to be an officer, director, member or partner of a business or organization and may act upon such document and instructions therein. You will be liable for any deficiency in your account regardless of which authorized representative is responsible for its occurrence.

11. Special State Provisions and Disclosures. The following provisions apply to accounts in the states indicated and supplement the other terms and conditions of this Agreement. In the event the following provisions conflict with the other terms and conditions of this Agreement, the following provisions shall control with respect to accounts in the states indicated.

Florida Account Disclosures. If your account is in Florida and is in your name and your spouse's name, we will treat it as a joint tenant account with right of survivorship and not as an account of tenants by the entirety, unless otherwise expressly designated on the signature card or other account records.

Tennessee Account Disclosures. With respect only to accounts established at our Tennessee branches, all joint accounts are owned by the parties as

they have indicated upon the signature card for such account. Upon the death of any joint owner, the ownership of the joint account shall be vested in accordance with the form of ownership so chosen by the parties. In regard to public funds accounts, any qualified public entity of the State of Tennessee that opens a public funds deposit account shall have its deposits secured with the State of Tennessee Bank Collateral Pool established under The Collateral Pool For Public Deposits Act of 1990. A "public entity" is defined as the State of Tennessee, or any of its agencies, or any Tennessee county, Tennessee incorporated municipality and their political subdivisions, or any utility district organized under the laws of the state or interstate compact to which the state is a party. A "public funds deposit account" is defined as any deposit account, time deposit or certificate of deposit a public entity opens with us.

The designation "joint tenants with right of survivorship" on an account means that the deposit account or certificate of deposit shall become the property of each owner as joint tenants, and that the survivor is entitled to all moneys in the account or represented by the certificate even if the first person to die had a will specifically directing disposition to someone else. We may release all moneys in the account or represented by the certificate to, or honor checks or orders drawn by, or withdrawal requests from, the survivor upon the death of any joint tenant.

The designation "additional authorized signatory" on an account means that the person named as additional authorized signatory shall have authority during the lifetime of one (1) or more owners to withdraw moneys from the deposit account or represented by the certificate of deposit. Moneys remaining in the account or represented by the instrument upon the owner's death shall become part of the deceased owner's estate, subject to the deceased person's will or applicable law if the deceased person left no will. We may release all moneys in the account or represented by the certificate to, or honor checks or orders drawn by, or withdrawal requests from, the authorized signatory until notified of revocation of the authority.

Texas Account Disclosures. 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 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 trustee 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.

We make no representation as to the appropriateness or effect of the ownership and beneficiary designations. Community property laws in your state may affect account ownership designations and the disposition of the account upon the death of a party.

- 12. Assignment of Account.** You may not pledge, assign or transfer any rights to your account without our prior written consent. We are not required and may refuse to accept or recognize an attempted pledge or assignment of your account or any interest in it, including a notice of security interest. Even if we consent, the account will remain subject to our rights of setoff. We may assign this Agreement and/or any or all of our rights hereunder, or delegate any or all of our responsibilities hereunder, to any third party or parties in our discretion and without notice to you, subject to the requirements of applicable law. Subject to the foregoing, this Agreement shall be binding on the parties hereto and all of their respective heirs, personal representatives, successors and assigns.
- 13. Account Transferability.** Accounts are transferable only on our records. We reserve the right not to acknowledge or accept any attempted transfer of an account.
- 14. Powers of Attorney.** We may, but are not required to, honor orders and instructions concerning your account by an attorney-in-fact for any account owner or an authorized signer, or by a personal representative of an account owner. You should notify us in advance if you plan to use a power of attorney involving your account. We may require that a power of attorney be executed on a form acceptable to us, that the power of attorney contain language

satisfactory to us, and that the power of attorney otherwise comply with applicable law. If your state has a statutory form power of attorney, we also generally accept that form. We may require such other evidence of authority, as well as affidavits and indemnifications, as we may deem appropriate and may require that the attorney-in-fact present the original power of attorney before we honor the orders or instructions of the attorney-in-fact. We may further restrict the types and dollar amount of transactions an attorney-in-fact may conduct. We may terminate acceptance of a power of attorney at any time and for any reason and without notice to any account owner or other person. If we honor the orders of the attorney-in-fact, account transactions conducted by the attorney-in-fact and the instructions and orders of the attorney-in-fact are binding on all account owners. If we accept a power of attorney, we may continue to recognize and honor the authority of the attorney-in-fact until we receive and have had a reasonable time to act on: (a) written revocation or termination of the power of attorney; (b) written notice of the death of the principal of the power of attorney; (c) in the event the power of attorney does not survive the disability, incompetency or incapacitation of the principal under applicable law, written notice that the principal has been declared disabled, incompetent or incapacitated; or (d) any other notice, as provided under applicable law. We assume no duty to monitor the actions of your attorney-in-fact to ensure that (s)he acts for your benefit. Unless otherwise provided in applicable state law, we will not be liable to you for our refusal to allow a transaction request by an agent or attorney-in-fact and you agree to indemnify and hold us harmless should any agent or attorney-in-fact make any claim against us for our refusal to conduct a transaction on your behalf.

- 15. Service Charges; Other Charges.** You agree to pay any service charge that applies to your account or the services described in or incorporated into this Agreement. Service charges may include, but are not limited to, charges for check printing, check writing, stop payment orders, notices of post-dated items, cashier's checks, overdrafts, ACH entries, wire transfers, investigation, research and insufficient funds checks, other items, point-of-sale transaction authorization requests and other electronic transactions. You can get current information about our services and the service charges that apply to them at a banking center or by calling us at the customer service number shown on your account statement. We may occasionally list service charges for some of our services in the "Schedule of Fees." Service charges may vary from state to state. We may change services charges at any time without notice. You agree that we may debit from your account, even if your account is dormant, abandoned, or unclaimed, without any further notice or demand, all service charges applicable to your account, as well as charges for the purchase of checks, drafts, and other products or services ordered by you from or through us. We shall not be liable for failing to pay any item presented against your account if the available balance is insufficient to pay the item, even if the insufficient available balance results solely from debiting service charges from your account.
- 16. Interest; Interest Reporting.** Interest will be paid on interest-bearing accounts at the times and at the rates adopted from time to time by us. On each interest payment date, interest will be paid only if, on that date, the ledger balance for the account is equal to or more than the minimum amount required by us in

order for you to receive interest on that account. At any time and without prior notice to you (except where prior notice is required by law), we may change these rates and minimum posted balance amounts or discontinue the payment of interest. The originally effective interest rates and required minimum posted balance amounts are shown on the interest schedule provided to you at the time you opened your account, and a schedule containing current interest rates and required minimum posted balance amounts is available to you upon request. Interest paid to you is reportable to the Internal Revenue Service as having been received by the first account owner shown on the signature card maintained for the account. We may be required to withhold a portion of your interest payment and remit it to the Internal Revenue Service.

17. Illegal Transactions. You agree to comply with applicable laws and regulations. You agree that you will not use your account for any transaction that is illegal in the jurisdiction where you live, in the jurisdiction where the transaction is consummated, or in any other jurisdiction affected by the transaction. You agree that it is your responsibility to determine the legality of each of your transactions in all applicable jurisdictions before entering into the transaction. You acknowledge and agree that we have no obligation to monitor, to review, or to evaluate the legality of transactions on your account. You also agree that you will not use your account in connection with any Internet or online gambling transaction, whether or not gambling is legal in any applicable jurisdiction. We reserve the right to refuse or return any item that we believe is related to an illegal transaction, an Internet or online gambling transaction or a high-risk transaction. To the fullest extent permitted by law, you agree to pay for any item that you authorized, even if the transaction related to that item is determined to be illegal. You also agree to indemnify us from every action, proceeding, claim, loss, cost and expense (including attorney's fees) suffered or incurred by us due to any U.S. or foreign government entity seizing, freezing or otherwise asserting or causing us to assert control over any account or funds in an account of yours (or ours) when purportedly caused by, or arising out of, your action or inaction. This will apply whether or not such action is ultimately determined to be authorized under the laws of the U.S. or its territories, or of any foreign jurisdiction. We are not required to inquire or determine the authority of any action taken by the U.S. or foreign government entity prior to acceding to any legal process initiated by it.

18. Closing Your Account. Either you or we can close your account at any time, for any reason or for no reason, without advance notice, except that we may require you to give seven days' advance notice when you intend to close your savings or interest-bearing account by withdrawing your funds. If we close your account, we will notify you by mail or telephone that we have closed your account. We may (but do not have to) mail you a check for the balance of the available funds in your account, or you may pick up a check for the available balance at our office. Written notice that the account has been closed and a check, if any, will be sent to any address on our records for you or, if the account is a multiple party or joint account, any depositor to whom we elect to send it. We may deliver the remaining balance in any business or organization account to any authorized representative listed on our records for the business or organization. Once we have closed your account, we can, without any liability to us: (a) refuse to honor any items you have written that are

presented to us for payment after we have closed your account; (b) refuse to collect any item you have deposited in the account; (c) assess any service charge otherwise applicable against any remaining balance in your account; and (d) retain all funds in the account until we are reasonably satisfied that the time for items to be returned to us has lapsed and that all remaining funds are collected. We, however, may accept deposits to an account after it is closed in order to pay any service charges due and any amounts outstanding and unpaid. Acceptance of any deposit does not require us to reactivate the account. We reserve the right to charge an early-account-closing fee when applicable. If you wish to close your account, be sure that all the checks you have written have cleared. We suggest you not write checks for at least fifteen (15) days before you close your account. When an account is closed during a statement cycle, we may not pay interest on the account for the period between the end of the last statement cycle and the account closing date. If your account is overdrawn when closed, you agree to pay immediately all amounts you owe. This Agreement continues to govern matters related to your account even after your account closes.

19. Helping to Prevent Fraud. Check fraud and identity theft are big problems for both banks and their customers. To help you protect your account, you should consider using some or all of the following preventative measures:

- Safeguard critical identity information such as your deposit account number;
- Safeguard checkbooks, unused checks, electronic access devices, ATM and debit card PIN numbers, and facsimile signature machines;
- Reconcile your account statements as you receive them and review your transaction activity for unexpected fluctuations;
- Do not provide financial and other personal identifying information in response to any unsolicited phone calls, letters or email;
- Review checkbooks, unused checks and account statements for unauthorized activity upon any suspicion that checks may have been lost or stolen;
- Closing your account immediately upon discovery of any known or suspected unauthorized debits.

You agree to call our Customer Service Department immediately at 1-800-636-7622 if you suspect or discover any fraudulent activity or unauthorized transactions in your account and you agree to cooperate with us to mitigate the effect of any fraudulent or criminal activity effecting your account and to recover any losses you or we may incur as a result of fraudulent or criminal activity.

ARTICLE C: ACCOUNT STATEMENTS

1. Periodic Account Statements. We will provide you periodic account statements for your account(s). Each account statement will show the transactions that occurred in the time period covered by the statement. The account statement will describe each transaction by item number (where appropriate), amount, and date of debit or credit. For certain types of accounts, the periodic statement may be accompanied by the items or an image of those items listed on the statement, unless the item or an image of the item is unavailable for any reason. For checking and money

market accounts, we provide you with a monthly statement cycle. For savings accounts we provide you with a quarterly statement, unless you have an electronic fund transfer (such as a direct deposit or an ATM withdrawal) to or from your account during any month, then a statement will be provided for that month. For time deposit accounts, we provide you with a quarterly statement. We reserve the right to specify another statement interval period when you open your account or thereafter. To reduce the number of statements you receive each month, we may combine statements if you have more than one account. Please note that combining accounts on a single statement does not mean they are also linked for pricing. If you do not want your statements combined, you can opt-out by going into a bank branch or calling the number on your statement. If we comply with the foregoing provisions, you agree that the statement and items all have been made available to you in a reasonable manner.

- 2. Mailing and Availability.** Periodic statements, cancelled checks (if applicable to your account), and written notices of dishonor or return of unpaid deposited items, or any other notice or communication, may be mailed to you at the address shown in our records or a forwarding address for you if one is on file with the U.S. Postal Service. However, we will not mail any account information to an address that the U.S. Postal Service has informed us is "undeliverable" or otherwise invalid. We use reasonable efforts to maintain the first statement(s) returned as undeliverable for sixty (60) days, or such longer period of time as may be required by applicable law, after which time we may dispose of the statement and original items. However, we retain printable versions of your account statements for seven (7) years, or longer periods as may be required by applicable law. You agree to give us written notice of any change of your address. You are responsible for any communication and statements we send to the most recent address you have provided us. All statements and other notices or communications may be delivered to you electronically if you have agreed to receive such notices and communications electronically. Notify us promptly if you do not receive your statement by the date you normally would expect to receive it. We may, but are not required to, change the address for you in our records if the U.S. Postal Service notifies us of a new address for you, and you waive any and all claims against us that arise in connection with any mail forwarded to you or sent to an address for you supplied by the U.S. Postal Service. Any account owner or authorized signer may change the mailing address for your account. Notice to one account owner shall constitute notice to all joint account owners in a joint account. We may make statements and all other communications available to you by holding or delivering any such communications at your express instructions. If we hold statements or notices to you at your request or if you fail to provide us with a current address, all statements and notices will be deemed sent to you when they are prepared (for held statements), mailed (for returned mail) or otherwise made available to you.
- 3. Errors; Unauthorized Transactions and Forgeries.** Our records regarding your accounts will be deemed correct unless you timely establish with us that we made an error. It is essential that any account errors (including missing deposits), unauthorized transactions, alterations, unauthorized signatures, forgeries, encoding errors, posting errors (such as debits or credits posted

twice, debits posted as credits or credits posted as debits), or any other improper transactions on your account (collectively, "exceptions") be reported to us as soon as reasonably possible. Otherwise, we may not be liable for the exceptions. You agree that you will carefully examine each account statement or notice you receive and report any exceptions to us promptly after you receive the statement or notice. You agree to act in a prompt and reasonable manner in reviewing your statement or notice and reporting any exceptions to us.

If you fail to comply with your duty to examine your account statements or notice and report any exceptions to us, in addition to any and all other rights and remedies available to us, we shall have the defenses contained in § 4-406 of the UCC, as amended, as adopted in the state in which your account was established. In addition, if your claim involves a series of items containing unauthorized signatures or alterations by the same wrongdoer, you shall be precluded from asserting against us any unauthorized signature or alteration by the same wrongdoer on any item paid in good faith on or after thirty (30) calendar days after the first account statement describing the first altered or unauthorized item was sent or made available to you. By this provision, you and we intend to define a reasonable time period for the examination of account statements for purposes of the "repeater rule," or the "same wrongdoer rule" as provided in § 4-406(d) of the UCC.

Without regard to the care or lack of care of either you or us, if you do not report an exception to us within thirty (30) calendar days after we send or make available to you the account statement, notice or item, you agree that we will not be liable to you for any loss you suffer related to that exception. This means that, if you do not report exceptions to us within thirty (30) days after we send or make available the statement, notice or item to you, we will not reimburse you for any loss you suffer including, but not limited to, any amounts lost as a result of: paying any unauthorized, forged, or altered item, or paying any other item altered or forged by the same wrongdoer if we paid the other item before we received notice of any of these exceptions from you. This absolute preclusion applies: (a) to each item that you fail to report within thirty (30) calendar days; and (b) regardless of the legal theory you assert. By this provision, you and we intend to shorten the absolute statutory preclusion period for unauthorized signatures and alterations specified in § 4-406(f) of the UCC and to establish a contractual condition precedent for reporting exceptions involving unauthorized or missing endorsements. You also agree that we will not be required to reimburse you for the amount of any loss that could have been avoided by your use of ordinary care. This 30-day reporting period does not apply to exceptions involving electronic funds transfers for consumer accounts or substitute checks. Please refer to Article J and Article L below for your reporting obligations with respect to those exceptions.

We may take a reasonable period of time to investigate the facts and circumstances surrounding any claimed loss. We do not have to provisionally credit your account while we investigate.

- 4. Record Retention.** We will retain any item paid on your account for a period of fifteen (15) business days from the date the item posts to your account. We will retain copies of those items for seven (7) years.

ARTICLE D: PAYMENT OF ITEMS; ACCOUNT TRANSACTIONS

- 1. Signatures; Facsimile Signatures.** We may rely on each signature on a signature card for the account or on prior authorized items in all transactions connected with the account. We are not required to act upon instructions received by fax transmission, voice mail or e-mail. If you use a facsimile signature or other mechanical or electronic device for signing or authenticating items drawn on your account, you assume the entire risk that the facsimile signature or device may be used improperly or by an unauthorized person. We will not reimburse you or any other person for items drawn in this fashion by any unauthorized person or by any person who exceeds his or her authority to do so, and we may honor all of these type items presented to us. You agree to indemnify and hold us harmless from (and we may charge your account for) all losses, including attorney's fees, resulting from our honoring an item in any instance in which the item bears or purports to bear a facsimile signature resembling a signature on file with us, regardless of by whom or by what means the actual or purported signature was affixed to the item. You agree that signatures by your authorized agents (e.g., persons acting under a power of attorney) are valid, even if the principal-agent relationship is not indicated on the check or instruction.
- 2. Check Signature Verification.** We receive checks in great volume. This and compliance with expedited funds availability laws require us to use automated processing procedures. Although we may review checks from time to time, you understand that reasonable commercial standards do not require us to do so. Most checks are processed on the basis of the MICR line printed along the bottom edge of the check, and are not individually examined for dates, maker signatures, legends or endorsements. Because we do not individually examine most checks, it is critical for you to take care of your checks, promptly review your account statement, and immediately report any suspicious or unauthorized activity to us. You agree that automated processing of your checks is reasonable and that you accept responsibility for preventing and reporting forgeries, alterations, and other unauthorized uses of your checks or accounts. You agree that the exercise of ordinary care will not require us to detect forgeries or alterations that could not be detected by a person observing reasonable commercial standards.
- 3. Items Not Bearing Your Signature.** If you give information about your account to a third party who represents to you that, in the ordinary course of business, it will present unsigned items, remotely created checks or demand drafts (i.e., items which do not bear your actual signature, but purport to be drawn with your authorization) for payment or initiate transfers from your accounts, then any item initiated by that person will be deemed authorized by you, even though they do not contain your signature and may exceed the amount you authorized to be charged, and may be charged to your account. This provision shall not obligate us to honor such items. We may refuse to honor such items without cause or prior notice, even if we have honored similar items in the past. You assume the entire risk that the information you furnished may be used improperly or by an unauthorized person. We will not reimburse you or any other person for items drawn in this fashion by any unauthorized person

or by any person who exceeds his or her authority to do so, and we may honor all of these type items presented to us.

- 4. Order of Payment.** We reserve the right to process and post items to your account in any order we determine and to change the order in which we generally process and post items to your account at any time and from time to time without notice to you. The order in which we presently process and post items to your account is explained in detail below; however, we generally process and post items to your account in certain transaction types or categories first (e.g., closing withdrawals, certified check debits, credit reversals, debit memos, returned deposited items, debit transfers) prior to processing and posting items in other transaction types or categories (e.g., checks) even if such posting results in either an insufficient balance in your account to pay one or more other items that otherwise could have been paid out of your account, or a larger number of items subject to nonsufficient funds fees, overdraft fees or other service charges.

Your account's available balance is our most current record of the amount of money available for your use or withdrawal. We use the available balance to authorize your transactions during the day (e.g., debit card purchases and ATM withdrawals). We also use the available balance to pay your transactions in our nightly processing. We process and post items to your account in the evening on each business day. Posting an item affects your posted balance, which is the balance of funds in your account based solely on items that have been posted as credits or debits to your account and does not reflect any holds for pending items. The available balance represents the difference between the posted balance and any account activity that has not yet posted to the account or for which there is a hold for a pending item (for example, a debit card transaction which we preauthorized for an amount not specific to your purchase such as a "pay-at-the-pump" transaction). A pending item is a debit or a credit which we have received, but have not yet settled and posted.

This posting process is complex and the posting will not follow the order in which transactions (of any kind) appear in your online banking, mobile banking display, or statements. Currently, when we process transactions, we generally post the most common kinds of transactions as follows:

- (a) First, we credit your account for any deposits or other credits received.
- (b) Next, we post credits, and then debits for bank-initiated transactions such as the following: account closing withdrawals; debits for official checks; credit reversals and debit memos for account corrections or payments for loans you have with us; charged-back checks which are items you deposit to your account that are subsequently returned by the paying bank unpaid and "charged back" to your account; and debit adjustments to your account for interest paid. Also, internal debit transfers initiated by you which are debit transfers you make either online, by ATM or by telephone, from one of your accounts with us to another of your accounts with us.
- (c) Then, we subtract debits for electronic transactions and cash withdrawals, which include the following: checks you write that a payee cashes over-the-counter with one of our tellers; cash withdrawals you initiate using your ATM card or debit card; point-of-sale transactions you initiate using your debit card and a personal identification number; debit transactions you initiate using your debit card and by providing

a signature; ACH transactions you initiate; and over-the-counter cash withdrawals initiated by you using a personal or counter check.

- (d) Then, we subtract debits for paper checks you write which are presented to us for payment against your account.
- (e) Finally, we subtract service charges.

Within each transaction type or category described in subsections (a), (b), (c) and (d) above, we currently post items in order of ascending amount. This means we will pay the item for the smallest dollar amount first, then the item for the second smallest dollar amount and so on. Within subsection (d) above, we currently post items in order of ascending serial number. For instance, check number 1231 will be paid before check number 1233 and so on.

This does not cover every kind of transaction we may process, and there are exceptions to the order of processing described above. You agree that we are allowed to determine in our discretion the categories of transactions, the transactions within a category, the order among categories, and the posting orders within a category. We sometimes add or delete categories, change posting orders within categories and move transaction types among categories. You agree that we may in our discretion make these changes at any time without notice to you and regardless of whether additional service charges may result. You will be responsible for the payment of any service charges which are imposed as a result of our posting process. If we pay any item which results in an overdraft in your account, you agree to pay us for the amount of the overdraft and to pay our overdraft or nonsufficient funds fee then in effect. In the event that your account does not have sufficient funds to cover a transaction or transactions (including any type of debit or withdrawal from your account), you agree that we are allowed to pay or authorize some or all of those transactions, or decline or return some or all of those transactions at our discretion. If we return any item which would have overdrawn your account if the item had been paid, you agree to pay our returned item fee then in effect. An overdraft, nonsufficient funds or returned item fee may result from any item presented against insufficient funds in your account, including a check, in-person withdrawal, ATM withdrawal, debit card transaction, or withdrawal by any other manual or electronic means whatsoever. We may charge the amount of any overdraft and/or nonsufficient funds, or returned item fee to any account you have with us. All fees are set forth in our service charge schedule. There is no policy regarding the order of payment of items which is favorable to you in every instance. By paying items which are for the smallest dollar amount first, you may have fewer nonsufficient funds fees or overdraft fees, but items for the largest dollar amounts (which may be more important items to you such as rent or mortgage payments) might not be paid.

As you use your account, you should bear in mind that modern payment systems may be more likely to process transactions in real-time order. In such a processing environment, if you do not wish to incur overdraft, nonsufficient funds, or returned item fees when you write a check or initiate a transfer, you should make sure your account contains sufficient funds at that time to cover the transaction. If you initiate transactions when your account does not contain sufficient funds and then later make a deposit to cover those transactions, it is likely that those transactions could overdraw your account or be returned for insufficient funds.

5. Insufficient Available Balance and Overdrafts. We generally determine at the time an item is presented against your account whether it creates an overdraft and whether an overdraft or returned item fee applies. You should note that sometimes we authorize a transaction at a time when you have enough available balance to cover it, but because other transactions post before it, the transaction creates an overdraft when we post it to your account.

It is important to keep track of the funds in your account that are available for you to use before you write a check, make a cash withdrawal, use your card for a purchase or initiate any other payment or transfer of funds. We encourage you to manage your funds responsibly by keeping track of transactions using the tools that suit you – keeping a running balance in your checkbook and checking your available balance online, by phone or at an ATM. Do not assume you can make a covering deposit before an item is presented for payment because your deposit may not be available before an item is presented for payment.

You acknowledge that we provide daily access to account information regarding account balances and transactions as a customer service but that the accuracy of such account information is subject to pending items and any outstanding or unprocessed items you have initiated or previously authorized. You agree that it is your duty and responsibility to maintain your account in a responsible manner by independently maintaining accurate records of your activity, including but not limited to, checks, debit card transactions, withdrawals, and deposits.

If your available balance is insufficient to pay the full amount of any item presented against your account, we may, at our option, return the item unpaid or pay the item, even though payment will cause an overdraft of your account. You agree that, if your available balance is insufficient to pay any item presented against your account, you will pay all applicable overdraft, nonsufficient funds or returned item fees for handling and processing that item without further notice or demand. You also agree that if any item is presented again after having previously been returned unpaid by us, the overdraft, nonsufficient funds or returned item fee may be applied for each time the item is presented for payment and the available balance is insufficient to pay the item. We may return an item at any time if your available balance is insufficient to pay that item, even if we previously have permitted overdrafts. We will in no instance be obligated to pay an item and create an overdraft even if we have previously established a pattern of honoring or dishonoring items.

We offer certain overdraft protection plans to help you avoid the inconvenience and expense of overdrafts and returned items. You must apply, be approved and sign all the documents required to establish such protection, as applicable. If you do not have an overdraft protection plan, the actions we will take depend upon the type of item involved in the transaction:

- (a) ATM and One-Time Debit Card Transactions. Generally, we will not authorize an ATM or one-time debit card transaction if it appears from your available balance that allowing the transaction will result in an overdraft to your account, unless you have requested us to pay overdrafts on these transactions. We reserve the right, on a case-by-case basis, to authorize and pay, at our discretion, an ATM or one-time debit card transaction.

Regardless, if you have not requested payment of overdrafts on these transactions, we will not charge you an overdraft or nonsufficient funds fee if an ATM or one-time debit card transaction pays into overdraft, but you must immediately repay the resulting overdraft. Information about how you may request us to pay ATM and one-time debit card transactions that create overdrafts is provided separately.

- (b) **Items Other Than ATM and One-Time Debit Card Transactions.** For any item, other than an ATM or one-time debit card transaction, presented for payment against your account when there are insufficient available funds in your account to cover the item, we may either: (i) pay the item and create an overdraft to your account; or (ii) return or decline the item, without prior notice to you. You agree to pay all overdraft, nonsufficient funds or returned item fees for handling and processing such items, whether or not we pay the item.

Any negative balance on your account, which includes the amount of overdraft and any overdraft fees, is immediately due and payable, unless we agree otherwise in writing. Your failure to pay these amounts promptly may result in additional service charges to your account. We may use subsequent deposits and other credits to the account to cover any overdraft and any charges existing in your account. You agree to reimburse us for the costs and expenses (including attorneys' fees and expenses) we incur in recovering the negative balance (including overdraft and associated fees). We can enforce overdraft liability in a joint account against any joint owner individually (and each joint account owner agrees to be liable for all overdraft liability in the joint account), even if the joint owner did not sign the item or authorize the point-of-sale or other electronic transaction creating the overdraft or receive any benefits from its proceeds.

- 6. Overdraft Protection Plans.** If you enroll in an overdraft protection plan (such as a linked deposit account or line of credit) and there are sufficient available funds under that plan to cover the amount of the overdraft, we will pay the item and an overdraft protection transfer or advance fee will apply. One overdraft protection transfer will be made at the end of the business day in which an overdraft occurs, as follows:

- (a) **Overdraft Transfers Made from a Deposit Account.** Funds will be transferred in amounts in the next largest full dollar amount. If your secondary deposit account is a savings or money market account, transfers from such accounts are pre-authorized transfers and limited by federal regulation to 6 pre-authorized transfers (including telephone and automatic transfers) each statement period.
- (b) **Overdraft Transfers Made from a Line of Credit.** Funds will be transferred in amounts rounded up to the next \$100 increment, subject to your available credit limit. An overdraft transfer from a line of credit is treated as a cash advance and is subject to the terms of the credit agreement, including any applicable transaction fee or other fee.

Information and additional terms and conditions about any overdraft protection plan selected are provided separately. Even if your account has been approved for overdraft protection, your account may still become overdrawn if sufficient funds are not available in the account you have designated or on the line of credit that provides overdraft protection, subject to the overdraft section above.

- 7. Stop Payment Orders.** You may request us to stop payment on any check, draft, or similar written order or instruction drawn on your account by giving us the information we may request, including account number, the item number, the date of the item, the payee of the item, and the exact amount of the item, and by paying our stop payment service charge then in effect. We will search for your item by computer, so it is essential that all information you give us be accurate. To be effective, we must receive any stop payment order in time to afford us a reasonable opportunity to act. We will confirm your oral stop payment order in writing, and the information included in our written confirmation will be conclusively presumed to be correct unless you notify us within fourteen (14) days of the date of the confirmation. Confirmed stop payment orders will be continued in effect for a period of twelve (12) months from the date the initial oral stop payment order has been placed. A confirmed stop payment order will expire at the end of the twelve (12) month period unless you revoke it at an earlier date or renew it in writing for an additional twelve (12) month period and pay our stop payment service charge then in effect. You may not stop payment on an item if we have verified to the payee that the available balance in your account is sufficient to pay such item, or if we have accepted that item by payment or otherwise. Any account owner or authorized signer may place a stop payment order, and we are not required to release a stop payment order unless requested to do so by the account owner or authorized signer who requested it. You agree to indemnify and hold us harmless from and against any loss, damages, and expenses (including attorneys' fees and court costs) we may incur by reason of our refusal to pay any item upon which you have stopped payment. You do not have the right to stop payment on an official check, a cashier's check, a teller's check, a certified check, a money order or a traveler's check you have purchased from us. These are instruments on which we are or may be obligated. However, if a bank instrument you purchased is lost, stolen or destroyed, you may make a claim on us to obtain a replacement check or a refund, provided that we have not already paid the lost, stolen or destroyed item. To obtain a replacement check or refund, you must execute such affidavits and indemnification agreements and/or furnish such bonds as we may require in our discretion. Depending on the type of check lost, stolen or destroyed, your claim generally will become enforceable either 90 days following the date of the check or 90 days following the date of acceptance of the check. Until your claim becomes enforceable, we may pay the check. Payment of the check to a person entitled to enforce it discharges all of our liability to you with respect to the check. Once your claim becomes enforceable, we will issue a replacement check or refund your money if we have not already paid the lost, stolen or destroyed item. For stop payment order on pre-authorized electronic funds transfers, please refer to Article J - Electronic Fund Transfer Disclosure for Consumers Accounts.

- 8. Stale and Postdated Checks and Checks Bearing Notations.** We may, in our discretion and without notice to you, either pay or return any check that is presented to us for payment more than six (6) months after the date of that check (a "stale-dated" check), even if the presentation occurs after the expiration of a stop payment order. We normally do not examine the date on checks presented for payment. You agree that we are not required to identify stale-dated checks or to seek your permission to pay them. We also may, in our discretion and without notice to you, either pay or return any check we receive

before the date on that check unless you have complied with any applicable statute regarding postdated checks and you have provided us with notice of the postdating in time for us to have a reasonable opportunity to act on it before the check is presented to us for payment.

Your notice about any postdated check must be given in the same manner as a stop payment order and must provide the same information required for stop payment orders. Each postdated item covered by a notice of postdating will be subject to a service charge. We may disregard any information on an item drawn on your account other than the signature of the authorized signer, the amount of the item, the date of the item (subject to the provisions of this Agreement regarding state and postdated checks), the account number, the endorsements, and any other information which appears in magnetic ink at the bottom of the check. Although we are not obligated to, we may pay or accept checks and other items bearing restrictions or notations (e.g., "void after 6 months," "two signatures required," "payee's endorsement required," "not good for more than \$(amount)," "void if not paid in (number) days," "payment in full," and the like) whether on the front or back, in any form or format. If you cash or deposit an item or write a check with such a notation, you agree that it applies only between you and the payee or maker. The notation will have no effect on us, and you agree to accept responsibility for payment of the item. We shall have the right, but not the obligation, to process any item that is materially incomplete or has been altered.

9. Check Cashing for Non-Customers. Because cashing a check for a person who does not maintain a deposit relationship with us exposes us to additional fraud risks and imposes additional administrative burdens on us, you agree that we may (a) charge a fee for cashing a check for any such person when the check is drawn on your account, (b) deduct the fee from the cash remitted to such person, and/or (c) require a thumbprint or other physical and/or documentary requirements from such persons. You release us from any and all claims and liability for charging any such person a check cashing fee and/or for refusing to process or pay a check for which the fee is not paid or with respect to which physical or documentary requirements are not satisfied including, but not limited to, any claims for wrongful dishonor.

10. Payment of Lost Check. Checks and other items are sometimes lost during processing or while in transit. If a photocopy of a check or other item that appears to be drawn on your account is presented to us for payment in place of the original, we may pay the photocopy if it is accompanied by a representation from another financial institution that the original item has been lost or destroyed.

ARTICLE E: DEPOSITS, COLLECTIONS AND WITHDRAWALS

1. Deposits. We may require a minimum initial deposit to open an account. You may make additional deposits of any amount of \$1.00 or more accompanied by a completed deposit slip (unless your deposit is by funds transfer) either in person, by mail, at an ATM, a night depository, or by funds transfer. We may charge for deposits, and we also may refuse to accept for deposit or collection any item you offer for deposit, accept all or any part of a deposit for collection

only, or limit the amount of the deposit. If your deposit is other than cash, for example, a check, we may without prior notice to you (except where prior notice is required by law) place a hold on the account for the amount of deposited items for the approximate period of time it takes us to verify that the items will be paid. During the hold period, interest-bearing accounts will earn interest in accordance with the interest schedule. Items accepted for deposit and drawn on a non-U.S. institution may be subject to a service charge. We may accept an item for deposit to your account from anyone and without questioning or verifying the authority of the person making the deposit. Any item that we cash or accept for deposit may be subject to later verification and final payment. We may deduct funds from your account if an item is lost (unless such item was lost due to our negligence), stolen or destroyed in the collection process, if it is returned to us unpaid, or if it was improperly paid, even if you have already used the funds. Cash deposits are also subject to later verification. Credit for any item we accept for deposit to your account, including funds that are deposited by electronic transfer, is provisional and may be revoked if the item is not finally paid, for any reason, in cash or its equivalent. We may give cash back to any authorized signer(s) in connection with items payable to an owner, whether or not the items have been endorsed by the owner. If you make a deposit or payment that is not accompanied by instructions indicating how or where it is to be credited, we may apply it at our discretion to any loan or deposit account any of you maintains with us. We may endorse and/or collect items deposited to your account without your endorsement, but may require your personal endorsement prior to accepting an item for deposit. If you deposit an item that bears the endorsements of more than one person or persons who are not known to us, we may refuse the item, require all endorsers to be present, or require that the endorsement be guaranteed by another financial institution acceptable to us before we accept the item. Our policy on the availability of deposits for withdrawal is described in Article K: Funds Availability Policy.

2. Collection as Agent. Items delivered to us for deposit or collection are received by us as your agent for collection and at your risk. We may accept an item for collection only (such as a returned deposited item or an item drawn on a non-U.S. institution) and impose a service charge for attempting collection of the item. In situations where we accept an item for collection only, we will not give you cash or an official check for the items until the items have been paid. We are obligated only to exercise ordinary care in handling and collecting items delivered to us for deposit or collection. We shall not be liable for the misconduct, neglect, insolvency, mistake, or fault of other persons or entities, or for loss or destruction of any item in transit or in the possession of others or for loss of use as a result of theft, fire, or other event beyond our reasonable control. If any item deposited to your account is payable by a payor that is not a bank, we may send the item directly to that payor. Items payable through another bank may be sent directly to that bank or to collecting agents who likewise shall have the right to send the items directly to the bank on which they are drawn or at which they are payable. Payment of these items may be accepted in cash or drafts and neither we nor any collecting agents shall be liable for failure to collect such drafts. Each collecting agent is deemed to be your agent. No collecting agent shall be liable for loss arising from any act or omission of another agent.

- 3. Check Endorsement Standards.** If you deposit checks into your account, you are responsible for the condition of the check when it is deposited. The back of the check is used during the check collection process to record the identification of banks processing the check. Most of the back of the check is reserved for bank use. You agree that the endorsement of the check must be contained in the payee endorsement area, which is limited to 1 1/2 inches from the trailing edge of the check on the back. The trailing edge of the check is defined as the left side of the check looking at it from the front. Any writing, stamp, or marking outside of the payee endorsement area may delay the proper return of any unpaid check you have deposited. You agree to indemnify us from any loss or liability, including attorneys' fees and court costs, that may be caused by your failure to adhere to the endorsement standards of the Federal Reserve System.
- 4. Foreign Items and Currencies.** We may refuse to accept a foreign item for deposit or collection. If we accept a foreign item for deposit or collection, you assume all the risks relating to or arising from: the collection process, a late return and changes in currency exchange rates. If we accept a foreign item for deposit or collection, we may decide not to credit the value of the foreign item to your account until we receive the proceeds in cleared funds from the paying bank. However, if we do credit your account, the credit is provisional and we may reverse the credit at any time. Deposits in foreign currencies will be converted to U.S. Dollars at the exchange rate determined by us in our sole discretion and in effect at the time of final collection. Exchange rates may fluctuate significantly in a short period of time. You bear all exchange risk related to deposits of foreign currency. You will be responsible for all collection charges if any item that is payable at a foreign bank or in a foreign currency is deposited to your account.
- 5. ATM Depositories, Night Depositories, Direct Deposit, and Deposit by Mail.** Our ATMs, night depositories, direct deposit service, and deposit by mail service are for your convenience. We are not accountable for deposits made in this manner until the deposit is actually accepted and processed by our authorized employees. Deposits made in this manner will be posted to your account on the date accepted by our authorized employees. Our records are conclusive proof of what deposits we received from you through ATM depositories, night depositories, or the mail service. If any direct deposit is recalled, we are authorized to reverse the deposit without prior notice to you, except as otherwise required by law. Your claim that an item was deposited, which is now missing, will not create a presumption that there is a missing item or that we failed to act with ordinary care.
- 6. Chargebacks.** In the event a deposited item drawn on us (an "on us" item) is determined by us not to be payable for any reason or a deposited item drawn on any other payor is returned to us for any reason, without regard to whether the other payor returned the item to us before its deadline to do so, we may charge the item (a "chargeback item") to your account or to any account of which you are an owner (including any joint account). We may debit all or part of a chargeback item to your account even if doing so results in or causes an overdraft of your account and regardless of whether the item can be physically returned to you. You waive notice of dishonor in connection with any item that is not finally paid in full and that we charge back to your account. We may recover from you any amount withdrawn by you against a chargeback item. In

the event that our debit of all or part of a chargeback item results in or causes an overdraft of your account, we may obtain and retain possession of the item, if it is available, until we recover from you the amount of any overdraft of your account and for a reasonable time thereafter. If our debit of all or part of a chargeback item that is an "on us" item does not result in or cause an overdraft of your account, our deadline for return to you of the item, if it is available, shall be six (6) business days after we make such determination. If we are notified that any item for which you received payment or credit to your account is not properly payable, you agree that, without notice to you, we may authorize the drawee bank to hold the item and try to obtain payment. We will not initially decide whether a deposited item has been improperly returned; if you believe that a deposited item has been improperly returned, you should contact us immediately. We will not be responsible for failing to pay any item presented against your account before a deposit becomes available for withdrawal, as set forth above, if the available balance in your account, without regard to such deposit, is insufficient to pay the item.

- 7. Error Correction.** Errors in posting, addition, subtraction and calculation, whether by you or us, are subject to correction by us at any time; provided that we may not be obligated to correct certain errors if you fail to notify us of the exceptions in a timely manner as described in Section 3 of Article C: Account Statements – Errors; Unauthorized Transactions and Forgeries. You agree to repay us promptly any amount credited to your account in error, and you authorize us to charge your account or any other account of which you are an account owner, to obtain payment of any erroneous payment or credit.
- 8. Withdrawals.** You may withdraw part or all of your account's available balance. Any account owner or authorized signer of a joint account may withdraw all or part of the available balance in the account, regardless of who deposited the funds into the account. We accept no responsibility or obligation, except as required by law, to supervise or review the use of your account.
- 9. Restrictions on Withdrawals.** Your account may be subject to certain transaction limitations which are shown in the disclosure provided to you at the time you opened your account. We may at any time and without prior notice to you (except where prior notice is required by law) establish and change transaction limitations for any account. If these limitations are exceeded, you will be subject to any charges in effect at the time. In addition, we may close the account without prior notice to you (except where prior notice is required by law). We also may require you to provide notice before you may withdraw money from certain types of accounts.

Although your signature card, resolutions or your checks may indicate that more than one signature is required on checks and for the withdrawal or transfer of funds, that notation is for your own purposes and is not binding on us. We do not assume a duty to enforce multiple signature requirements. As such, we assume no duty to confirm that two or more (or any combination) of authorized users have approved any transaction. 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 authorized signers on the account. We are not liable to you if we do this.

All checks written on your account must be drawn in U.S. dollars. We may (but are not obligated to) require suitable identification and/or presentation of

account ownership records for any withdrawal of funds and/or the closing of any account.

Cash withdrawal or payments at any branch may be restricted due to the limited amount of currency on hand. If we do not have sufficient cash for a large withdrawal or payment, we may make arrangements for a later cash payment or offer to make payment with a bank check. We assume no responsibility to provide personal protections for customers who elect to carry large sums of money off of our premises.

Without prior written notice to you, we may place a hold on your account to cover a claim against your account, or we may pay the source of the claim when we receive any notice, claim, or court order which we believe may affect your account (such as liens, garnishments, attachments, levies, injunctions, or other orders of a court or other governmental agency), regardless of the form or manner in which we receive the notice, claim, or court order and regardless of whether we are a named party to the notice, claim, or court order. We will not be responsible for refusing to let you withdraw funds from the account or refusing to pay items presented against your account while the hold is in effect or after we have paid funds to the source of the claim.

10. Conflicting Demands/Disputes. If there is any controversy, dispute or uncertainty regarding the ownership of an account or its funds, there are conflicting demands over its ownership or control, we are unable to determine any person's authority to give us instructions, or we believe a transaction may be fraudulent or may violate any law, we may refuse to pay any funds to anyone until we are satisfied that the controversy, dispute or uncertainty is resolved, or we may continue to honor the authority of account owners and authorized signers as reflected on our records. Specifically, we may, in our sole discretion: (a) freeze the account and refuse transactions until we receive written proof (in form and substance satisfactory to us) of each person's right and authority over the account and its funds; (b) refuse transactions and return checks, marked "Refer to Maker" (or similar language); (c) require the signatures of all authorized signers for the withdrawal of funds, the closing of an account, or any change in the account, regardless of the number of authorized signers on the account; (d) pay or offer to pay the account balance to a court of appropriate jurisdiction, naming all of the claimants to the account as defendants in an interpleader action; and/or (e) continue to honor checks and other instructions given to us by persons who appear as authorized signers according to our records. The existence of the rights set forth above shall not impose an obligation on us to assert such rights or to deny a transaction. We will not be responsible for any damages you may suffer as a result of our refusal to allow you or anyone else to withdraw funds due to controversy, dispute or uncertainty or our allowing any existing owner or authorized signer to continue to conduct transactions on the account during the controversy, dispute or uncertainty. You are liable for all expenses and fees we incur, including attorney's fees, and we may charge them to your account without notice to you.

11. Legal Process. We may comply with any writ of attachment, execution, garnishment, tax levy, restraining order, subpoena, warrant or other legal process which we believe (correctly or otherwise) to be valid. If we are not fully reimbursed for our record research, photocopying and handling costs by

the party that served the process, we may charge such costs to your account, in addition to our minimum legal process fee. You agree to reimburse us for, and we may charge to your account, any cost or expense, including attorneys' fees, which we incur in responding to legal process related to your accounts.

We may not pay interest on any funds we hold or set aside in response to legal process. You agree that we may honor legal process that is served personally, by mail, or by facsimile transmission at any of our offices (including locations other than where the funds, records or property sought is held), even if the law requires personal delivery at the office where your account or records are maintained. You acknowledge that accounts opened with trust or fiduciary designations (e.g., "XYZ, Inc.-Client Trust Account") may be subject to levies and other legal process against your property unless our records clearly reflect the existence of an express written trust or court order.

If the legal process directs us to release information about one or more, but not all, accounts that are reported on a combined statement, we may release the entire combined statement, even though other accounts reported on the combined statement are not covered by the legal process. If the legal process requests information about one or more, but not all, account owners or authorized signers, we may release information about all co-owners or authorized signers on the account, even though some of the other co-owners or authorized signers are not covered by the legal process.

ARTICLE F: FUND TRANSFER SERVICES

In the event we have not entered into a specific written agreement with you regarding fund transfer services, the following provisions apply to funds transfers you send or receive through us, but do not apply to electronic fund transfers governed by Regulation E, which implements the federal Electronic Funds Transfer Act. If you have a specific written agreement with us for funds transfer services, these provisions supplement that agreement to the extent these provisions are not inconsistent with the agreement.

1. Wire Transfers. To the extent any funds transfer is not subject to the Electronic Fund Transfer Act or Regulation E, we have established rules and security procedures for initiating funds transfers. You may subscribe to certain funds transfer services we offer by entering into a specific agreement with us for these services. In the event you do not execute our separate agreement and in consideration of our processing your wire transfer, you agree to abide by our established rules and security procedures for funds transfers and the following provisions.

- (a) **Governing Law.** Fund transfers will be governed in accordance with Article 4A of the UCC as enacted in the state in which we maintain your account. You further agree to be bound by any rules then in effect governing the use of any fund transfer payment system through which the funds may be transmitted including, but not limited to, U.S. Federal Reserve Board Regulation J for Fedwire. If we are also the beneficiary's bank, we may simply debit and credit the appropriate accounts as requested in the payment order.
- (b) **Cutoff Times for Payment Orders.** We have cutoff times for processing payment orders. Cutoff times may vary depending on the particular office

of our bank and the type of payment order. We may treat payment orders we receive after a cutoff time as if received on our next business day. We will tell you our cutoff times upon request.

- (c) **Amending or Cancelling Payment Orders.** You may not amend or cancel a payment order after we receive it. If you ask us to do this, we may make a reasonable effort to act on your request. But we are not liable to you if, for any reason, a payment order is not amended or cancelled. You agree to reimburse us for any costs, losses or damages that we incur in connection with your request to amend or cancel a payment order.
- (d) **Inconsistency of Name or Account Number.** You agree that the beneficiary's bank may make payment to the beneficiary based solely on the account or other identifying number, even if the name on the payment order differs from the name on the account. You also agree that we or any intermediary bank may send a payment order to an intermediary bank or beneficiary's bank based solely on the account or bank identifying number, even if the payment order indicates a different bank name or recipient name.
- (e) **Sending Payment Orders.** We may select any intermediary bank, funds transfer system or means of transmittal to send your payment orders. Our selection may differ from that indicated in your instructions. You agree to pay all charges for wire transfers and transfers we make between accounts maintained with us in our "Schedule of Fees." If you give us a payment order that is erroneous in any way, you agree to pay the amount of the order whether or not the error could have been detected by any security procedure we employ.
- (f) **Notice of Rejection.** Payment orders will not be accepted until executed by us. We may reject payment orders. We notify you of any rejection orally, electronically or in writing. If we send written notices by mail, we do so by the end of the next business day. We are not liable to you for the rejection or obligated to pay you interest for the period before you receive timely notice of rejection.
- (g) **Errors or Questions About Your Payment Orders.** We notify you about funds transfers by listing them on your account statement. In some cases, we also may notify you electronically or in writing. You must notify us at once if you think a funds transfer shown on your statement or notice is incorrect. You must send us written notice, including a statement of relevant facts, no later than fourteen (14) days after the date you receive the first notice or statement on which the problem or error appears. If you fail to notify us within this period, we are not liable for any loss of interest because of an unauthorized or erroneous debit or because your statement or notice is incorrect. We are not required to compensate you, and we are not required to credit or adjust your account for any loss of interest or interest equivalent.

By using any of our funds transfer services, you acknowledge and agree that our methods and procedures for the authorization and authentication of funds transfers constitute commercially reasonable security procedures under applicable law.

This Section does not apply to ACH system funds transfer services. You may give us payment orders for ACH system funds transfers only if you have an agreement with us for those services.

- 2. Receiving Funds Transfers.** We may receive instructions to pay funds to your account. We may receive funds directly from the sender, through a funds transfer system or through some other communications system. This includes wire transfers, ACH transfers that may be sent through an ACH system or processed directly to an account with us, and transfers between accounts maintained with us. We notify you that we have received funds by listing them on your account statement. Your account statement will be the only notice of receipt which we will provide you. While we generally do not provide such separate notices, we may do so on occasion, in which case we send the notice within two (2) business days after we credit your account. We are not obligated to pay you interest for the period before you receive notice and, at such time, we only pay interest for those accounts which earn interest. If you are expecting a funds transfer and want to find out if it has been credited to your account, call us at the number for customer service on your statement.
- 3. ACH Debits and Credits.** From time to time, you may be a party to an ACH transfer that may be credited or debited to your account. For each ACH transaction, you agree that the transaction is subject to the National Automated Clearing House Association (NACHA) Operating Rules or other clearing house rules and regulations then in effect. You agree that we may rely on the representations and warranties contained in these operating rules and either credit or debit your account as instructed by the originator of the ACH transaction. Credit for an ACH transfer is provisional until final payment is received by the payee's financial institution. Until that happens, the party originating the transfer is not deemed to have made payment to the beneficiary, and the payee's bank is entitled to a refund of the provisional credit. If we give you provisional credit for an ACH transfer, but do not receive final payment, you become obligated to us for the full amount without prior notice or demand. The person who sent the payment order is considered not to have paid you. We are not required to give you a separate notice of our receipt of an ACH transfer. If we accept ACH credits to your account, you will receive notice of the credit on your next regular periodic statement.

Some checks that you give to a merchant may be converted by the merchant into ACH debit entries, in which case they will be collected electronically and charged against your account much more quickly than a paper check. This means that (a) you will have a reduced right to stop payment, (b) you need to make sure that your account has sufficient collected funds to cover the debit, and (c) you will not receive any copy of a cancelled check with your monthly statement. If a merchant uses a blank check to initiate a debit entry at the point of sale, the merchant should return the voided check to you. You should treat the voided check with care because someone else who obtains possession of it could use the information to initiate additional debits against your account. A merchant who receives your check by mail should give you notice of the conversion but will destroy the original check. Whether your check is converted at the point of sale or at the merchant's lockbox, a description of the transaction will appear on your monthly statement from us.

4. Specific Provisions for Commercial Funds Transfers. If your account is not established primarily for personal, family or household purposes, you acknowledge and agree that Article J – Electronic Fund Transfer Disclosure for Consumer Accounts does not apply to your account or to any electronic fund transfers to or from your account. You acknowledge and agree that this Agreement and any other related agreements with us set forth security procedures for electronic banking transactions that are commercially reasonable. You agree to be bound by any and all electronic fund transactions to or from your account, whether authorized or unauthorized, and we shall have no liability to you for any unauthorized electronic fund transaction or inquiry, except as otherwise expressly provided in a written agreement between you and us, or as required by applicable law. You agree that we, in our sole discretion, may from time to time impose limitations and restrictions on the number, frequency, and dollar amount of electronic transactions, as well as restrictions on the types of available transactions, with or without notice to you. In addition, you agree to comply with any limitations or restrictions that otherwise apply to your account(s) and may affect electronic fund transfers or inquiries.

ARTICLE G: SPECIFIC RULES FOR TIME DEPOSITS

The terms and conditions contained in this Article G supplements the other terms and provisions of this Agreement and apply to any time deposit accounts (“Time Deposits”) that you have with us. Time Deposits are further subject to terms and provisions that may be printed on your Time Deposit receipt and you acknowledge and agree that such terms and provisions are part of this Agreement. In the event of a conflict between the terms set forth herein and the terms and provisions printed on your Time Deposit receipt, the terms and provisions printed on your Time Deposit receipt will govern and control.

- 1. Time Deposit Terms.** The terms of the Time Deposit, such as the interest rates, Annual Percentage Yield (“APY”), length of term period, renewability, and date of maturity are specified on the Time Deposit receipt.
- 2. Interest.** The Time Deposit earns interest at the rate and basis as set forth on the Time Deposit receipt. Interest will begin to accrue on the business day we receive your deposit. Interest will not be compounded unless noted and will be paid to you at the frequency and in the method noted on the Time Deposit receipt. Withdrawal of interest prior to maturity will affect the APY.
- 3. Annual Percentage Yield.** The APY is a percentage rate reflecting the total amount of interest that would be earned on the account based on the interest rate and the frequency of compounding. The APY assumes interest will remain on deposit until maturity. Any withdrawal will reduce earnings. You must maintain a daily balance equal to the amount of your initial deposit or renewal amount to earn the stated interest rate and APY.
- 4. Automatic Renewal.** For any renewable Time Deposit, your deposit will be automatically renewed on the stated maturity date of its term. Such renewal will be for a time period equal or similar to the original term and subject to these terms and conditions. Interest for the renewal term will be paid at the interest rate then in effect at Cadence for similar accounts. If you close the Time Deposit upon the maturity date, or within the grace period following

the maturity date, we will not charge an early withdrawal penalty for that withdrawal.

Should you wish to prevent the deposit from being renewed, you must contact us in writing at any time before the maturity date but not later than the grace period defined below. If your type of deposit is not a part of our service offering at the time of renewal, we will notify you accordingly, and the funds will be paid to you or deposited into a different type of account pursuant to this Agreement and our disbursement procedures in effect at that time, and/or pursuant to any option we have given you in our notification to you which you have elected.

- 5. Time Deposit Maturity Notice.** A notice will be sent prior to the maturity of the Time Deposit indicating the date on which your deposit will mature. For non-automatically renewable Time Deposits, this notice will be the final maturity notice and interest will no longer accrue after the stated maturity date on the Time Deposit receipt.
- 6. Grace Period.** You may withdraw all or any part of your deposit during the grace period designated on the Time Deposit receipt after the maturity date. However, no interest from the date of maturity will be paid on any funds withdrawn in this manner. Any person named on the Time Deposit receipt may make withdrawals during a grace period.
- 7. Renewal Confirmation Notice.** For automatic renewable Time Deposits, a notice will be sent after the grace period on your matured deposit has expired, indicating your new interest rate, maturity date and other terms governing the new Time Deposit term.
- 8. Early Withdrawal.** You have contracted to keep the account funds on deposit from the issue date until the maturity date. Early withdrawal is withdrawing all or part of principal of any deposit, prior to maturity, except withdrawals during a grace period as defined above. Early withdrawal is also defined as amending the terms of your Time Deposit to reduce the maturity period designated on the Time Deposit receipt (provided, that we have no obligation to agree to an amendment of such terms, and any such amendment shall be within our sole and absolute discretion). We may accept a request by you for withdrawal of some or all of the account funds prior to the maturity date at our discretion or as otherwise described in the Disclosures.
- 9. Early Withdrawal Penalty.** Unless provided otherwise on the Time Deposit receipt we will assess an early withdrawal penalty on any withdrawal, either partial or in whole, that we allow you to make from your Time Deposit account prior to the maturity date. The method for determining that penalty is described in the Time Deposit receipt. The penalty may be waived in the event of death of any depositor on the Time Deposit, or if any depositor is determined to be legally incompetent by a court or other administrative body of competent jurisdiction.
- 10. Multiple Ownership.** Our rules and procedures provide that any early withdrawal of a Time Deposit upon which more than one depositor is designated, other than (a) an early withdrawal upon the death or adjudication of incompetency of one depositor or (b) withdrawals during a grace period as defined above, requires the signature of all depositors. You agree to be bound by these rules but also acknowledge that we may, in our sole discretion,

waive these rules because of special circumstances. You agree to be bound by our decision should we waive the rules and we shall have no liability to any depositor arising from our decision. We reserve the right to refuse your request to withdraw the funds in your Time Deposit until such time as the funds used to purchase the Time Deposit have become collected funds.

- 11. Transferability and Negotiability.** Time Deposits are non-negotiable, non-transferable and non-assignable, except upon the internal books of Cadence. This means that you may not transfer, pledge or otherwise assign the ownership of your Time Deposit to anyone without our written consent, which may be granted or withheld in our sole and absolute discretion. Any transfer is not effective until we have given you written consent and note the transfer in our records.
- 12. Reporting Interest Earned.** The Internal Revenue Service requires us to report interest, on which you may owe income tax, for the calendar year in which it is paid to you. For Time Deposits with terms greater than one (1) year with interest paid at maturity, we will report the interest your deposit has earned, whether or not it is paid. Each year we will furnish you a statement that reflects the interest paid to you during the preceding year. All interest will be reported as having been earned by the person named first on the account.
- 13. Additional Deposits.** No additional deposits will be allowed to a Time Deposit during its term unless otherwise described in the Time Deposit Receipt.

ARTICLE H: DISPUTE RESOLUTION

As further set forth below, by opening or maintaining the account, you agree that if a dispute, claim or controversy of any kind arises out of or relates to this Agreement or to your account or any transactions involving your account, or any service or product related to your account, either you or we may elect to have that dispute resolved by binding arbitration. This arbitration provision limits your ability to litigate claims in court and your right to a jury trial. You should review this article carefully. Furthermore, you will not have the right to participate as a class representative or member of any class of claimants for any claim subject to arbitration. Arbitration is a more informal proceeding in which disputes are decided by one or more neutral arbitrators who receive the evidence and then issue a binding ruling in the form of an award. You understand that discovery and other procedures in arbitration may be more limited than discovery in court proceedings and that the ability to modify, vacate, or appeal an award by an arbitrator(s) is strictly limited.

- 1. Arbitration Procedure.** You and Cadence agree, upon written demand made by you or Cadence, to submit to binding arbitration all disputes, controversies, and claims, whether based on contract, fraud, tort, intentional tort, statute, regulation, constitution, common law, equity, or any other legal basis or theory, and whether pre-existing, present, or future, that arise out of or relate to (a) this Agreement, your account, any transaction involving your account, any charges assessed on your account or any advertisements, promotions, or oral or written statements related to this Agreement, your account, or any service or product related to your account, (b) the relationships that result from this Agreement (including, to the fullest extent permitted by applicable law, relationships with

third parties who are not parties to this Agreement or this arbitration provision), or (c) the validity, interpretation, scope or enforceability of this Agreement or the interpretation or scope of the Arbitration Clause (collectively, a "Claim"). The provisions of this Article H shall include any Claim involving our current and former officers, directors, employees, agents, representatives, contractors, subcontractors, parent, subsidiaries, affiliates, successors or assigns as well as any other person or company who provides any services in connection with an account, as may exist from time to time, and any such Claim against any of those parties may be joined or consolidated with any related Claim against us in a single arbitration proceeding. In addition, if we become a party in any lawsuit that you have with any third party, whether through intervention by us or by motion or pleading made by you or any third party, we may elect to have all claims in that lawsuit between you and such third party to be resolved by binding arbitration under this Agreement.

At the option of the first party to commence arbitration, you or we may choose to have the arbitration conducted by the American Arbitration Association ("AAA"), or you and we may agree on a different arbitrator. In any event, any arbitration under this Agreement shall be conducted in writing in accordance with the applicable arbitration rules of the arbitrator or arbitration organization ("Rules"). If an arbitrator other than the AAA is chosen, the Rules of the AAA will be applied to any circumstance that is not addressed by the Rules of the chosen arbitrator. In the event of any inconsistency between this Agreement and the Rules to be used for arbitration, such inconsistency shall be resolved in favor of this Agreement. This arbitration provision is made pursuant to a transaction involving interstate commerce, and the Federal Arbitration Act ("FAA") shall apply to the construction, interpretation and enforceability of this Agreement notwithstanding any other choice of law provision contained in this Agreement.

Either party may initiate arbitration by giving written notice of the intention to arbitrate to the other party and by filing notice with the AAA in accordance with the Rules in effect at the time the notice is filed. The notice shall set forth the subject of the dispute and the relief requested, at a minimum. The demand for arbitration may be made before or after commencement of any litigation. You should contact the AAA at 800-778-7879 or www.adr.org for more information about arbitration. If for any reason the AAA is unable or unwilling to serve as arbitrator, and you and we cannot agree on a different arbitrator, we will substitute another national or regional arbitration organization.

All statutes of limitation, defenses, and attorney-client and other privileges that would apply in a court proceeding shall apply in and to the arbitration. Any arbitration proceeding will be held at a location that is reasonably convenient to all parties in either your state of residence or the state of your statement address with Cadence, with due consideration of each party's ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, that determination shall be made by the arbitrator(s).

Notwithstanding anything to the contrary in this Agreement, any dispute regarding whether a particular controversy is subject to arbitration, including any claim of unconscionability and any dispute over the enforceability, scope, reach or validity of this agreement to arbitrate disputes or of this entire Agreement, shall be resolved by the arbitrator(s).

Where the aggregate of all Claims by both you and us does not exceed \$250,000, any expedited procedures provided in the Rules (“Expedited Procedures”) shall apply and a single arbitrator shall decide the Claims. Where the aggregate of all Claims by both you and us exceeds \$250,000, a panel of three arbitrators shall decide all Claims. Each arbitrator, whether or not acting under Expedited Procedures, shall be an active member in good standing of the bar for any state in the continental United States and shall be either (a) actively engaged in the practice of law for at least 10 years, or (b) a retired judge.

You and we agree that the arbitrator(s): (a) shall limit discovery to non-privileged matters directly relevant to the arbitrated dispute; (b) shall apply applicable contract terms, statutes and legal precedent and shall follow the Federal Rules of Evidence, enforce applicable privileges and employ applicable burdens of proof; (c) shall grant only relief that is based upon and consistent with substantial evidence and applicable substantive law; (d) shall have authority to grant relief only with respect to Claims asserted by or against you individually; and (e) shall provide a brief written explanation of the basis for the award upon the request of either party and shall make specific findings of fact and conclusions of law to support any arbitration award that exceeds \$25,000.

For claims up to \$50,000, upon written request by you, we will pay to AAA, or the applicable arbitration party, your portion of the arbitration filing fee that exceeds the cost of filing a lawsuit in the federal court where you live. Upon written request by you, we may elect, at our sole discretion, to pay or advance some or all of any remaining arbitration fees and other costs. The arbitrator will decide whether we or you ultimately will be responsible for paying any filing, administrative or other fees in connection with the arbitration. If you are the prevailing party in the arbitration, the arbitrator(s) also may order us to pay some or all of your attorney, expert, and/or witness fees. Judgment upon any award rendered in arbitration may be entered in any court having jurisdiction.

Nothing in this arbitration provision shall limit your or our right, whether before, during, or after the pendency of any arbitration proceeding, to exercise any self-help remedies, such as set-off or repossession and sale of collateral, or to obtain provisional remedies (including but not limited to, injunctive relief or interpleader relief). Both parties agree that the taking of these actions or any other participation in litigation by you or us does not waive any right that either you or we have to demand arbitration at any time with respect to any subsequent or amended Claim filed against you or us after commencement of litigation between you and us. This arbitration provision shall survive termination of this Agreement and the closing of your account.

Each party also has the option of filing an action in small claims court or your state’s equivalent court for any dispute or claim within the jurisdictional limits of the small claims court. If such action is transferred, removed or appealed to a different court, either of us then have the right to demand arbitration of the claim.

If any portion of this Article H, Section 1 is deemed invalid or unenforceable, then that portion will be severed and the remaining portions of this arbitration provision will remain valid and enforceable, including the prohibition against the arbitration of joined, consolidated, or class actions. However, if Article

H, Section 2, which prohibits the arbitration of joined, consolidated, or class actions is deemed invalid or unenforceable, then Article H, Section 1 in its entirety shall be void and unenforceable and severed from the rest of this Agreement.

- 2. WAIVER OF CLASS ACTION IN ARBITRATION.** YOU CANNOT JOIN TOGETHER IN A DISPUTE WITH ANYONE OTHER THAN PERSONS WHO USE YOUR ACCOUNT, ALTHOUGH THIS LIMITATION DOES NOT AFFECT THE ABILITY OF A PURELY GOVERNMENTAL ENTITY TO INSTITUTE ANY ENFORCEMENT ACTION. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 1 OF ARTICLE H: DISPUTE RESOLUTION – ARBITRATION PROCEDURE, NO CLAIM MAY BE JOINED WITH ANOTHER ARBITRATION, OR CONSOLIDATED WITH THE ARBITRATION OF ANOTHER CLAIM, OR RESOLVED ON BEHALF OF SIMILARLY SITUATED PERSON, OR BROUGHT AS A PRIVATE ATTORNEY GENERAL OR ON ANOTHER SIMILAR REPRESENTATIVE BASIS. FOR ANY CLAIM SUBJECT TO ARBITRATION, YOU MAY NOT PARTICIPATE IN A CLASS-WIDE ARBITRATION, EITHER AS A PLAINTIFF OR CLAIMANT, CLASS REPRESENTATIVE OR CLASS MEMBER.
- 3. WAIVER OF JURY TRIAL.** THIS PROVISION LIMITS YOUR RIGHTS TO A JURY TRIAL. YOU SHOULD REVIEW THIS SECTION CAREFULLY. IF (A) NEITHER WE NOR YOU SEEK TO COMPEL ARBITRATION OF ANY DISPUTE WE HAVE RELATED TO THIS AGREEMENT, YOUR ACCOUNT, OR ANY TRANSACTIONS INVOLVING YOUR ACCOUNT, OR (B) SOME OR ALL OF THE ARBITRATION CLAUSE IS UNENFORCEABLE AND WE ARE IN A DISPUTE IN A COURT OF LAW, THEN EACH OF US AGREES TO WAIVE ANY RIGHT WE MAY HAVE TO A JURY TRIAL TO THE EXTENT ALLOWABLE UNDER THE LAWS OF THE STATE THAT GOVERN THIS AGREEMENT.
- 4. Attorneys’ Fees.** If we are the prevailing party, you agree to reimburse us for our costs and expenses, including attorneys’ fees, incurred in any action that we bring against you concerning your account and in any lawsuit instituted by you against us.

ARTICLE I: ADDITIONAL PROVISIONS

- 1. Applicable Law.** This Agreement and all accounts are governed by the laws of the state where we maintain your account and applicable federal laws and regulations in effect from time to time. For purposes of this Agreement, your account will be deemed to be maintained in the state where you opened your account. Your account is considered to have been opened: (a) if you opened your account in person, in the state where the branch office at which you opened your account is located; (b) if you opened your account electronically, by telephone, or by mail and your address is in a state where we have branch offices, in the state of your address at the time you opened your account; or (c) if otherwise, in Alabama. Alabama law will govern the maximum interest rate that may be payable to us.
- 2. Conflicts.** To the extent this Agreement conflicts with any applicable provision of the UCC, this Agreement shall control; otherwise, this Agreement supplements but does not replace the UCC. If any provision of this Agreement conflicts with any applicable disclosure statement we have given you pursuant to the requirements of any law, such as the federal Electronic Fund Transfer Act,

the federal Truth-in-Savings Act, or the Check 21 Act, the provisions of such disclosure statement shall control.

3. Unclaimed Property – Accounts Presumed Abandoned or Inactive. State and federal law and our policy govern when accounts are considered abandoned. The applicable state law is generally the state listed in the address for your account statement.

Your account is usually considered abandoned if you have not performed at least one of the following activities for the period of time specified in the applicable state's unclaimed property law: made a deposit or withdrawal, written to us about your account, or otherwise shown an interest in the account, such as asking us to keep the account active. You usually need to perform an activity. For purposes of these laws, bank charges and interest payments, and automatic deposits and withdrawals, are usually not considered activity.

We are required by the unclaimed property laws to turn over accounts considered abandoned to the applicable state. Before we turn over an abandoned account, we may send a notice to the address we currently show for the account statement. We may not send this notice if mail we previously sent to this address was returned. Unless prohibited by the applicable state law, we may charge to the account our costs and expenses of any notice, advertisement, payment and delivery of the account to the applicable state agency.

After we turn funds over to the state, we have no further liability to you for the funds and you must apply to the appropriate state agency to reclaim your funds.

If we consider your account dormant or inactive, then (unless prohibited by federal law or the law of the state where we maintain your account) we may:

- charge dormant account fees on the account in addition to any regular monthly service charges and other fees;
- stop sending statements;
- if the account received interest, stop paying interest on the account; and
- refuse to pay items drawn on or payable out of the account.

We consider your account to be dormant or inactive if, for one (1) year for checking, money market and savings accounts, there is no customer-initiated activity (except where state laws governing your account require otherwise).

If you re-establish contact with us, we do not have to reimburse you for these fees and we are not liable to you for any interest that would otherwise have accrued on your account.

4. Set Off; Grant of Security Interest. You acknowledge that, except as otherwise prohibited by law, you grant us a security interest in and we have the right to charge or set off against your account (including any joint or multiple party account) any indebtedness or other obligations which you or any owner owe us, at any time, without any further notice to or demand on you, whether the indebtedness or other obligations exist at the time the account is opened or arise later. The indebtedness includes, without limitation, direct obligations (e.g., promissory notes and other agreements, including this one), indirect obligations (e.g., guarantees and endorsements) and all service charges and overdrafts incurred on any account you hold with us. Our security interest may not apply to your account if: (a) the debt is created by a consumer credit

transaction under a credit card plan; or (b) your right of withdrawal arises only in a representative capacity. You agree that we may set off against the account any claim which we have against you without regard to the source or ownership of funds on deposit in the account and without requirement that the claim be owed to us by all of the account owners. You also agree that, to the extent allowed by law, we may set off any indebtedness or other obligations which you owe us under this Agreement against any other account or property in which you have an ownership interest that is in our possession or control. If your account receives a direct deposit of Social Security or Supplemental Security Income, or any other federal or state benefits exempt from legal process, you consent to our right to exercise set off against such deposits to satisfy any overdraft and associated fees, or to satisfy any other indebtedness or other obligations which you or any owner owe us. If you desire to prevent our exercise of set off against such deposits, you should arrange not to have them directly deposited into your account. We may take or setoff funds from your account before we pay checks or other items drawn on the account. We are not liable to you for dishonoring items where our action results in insufficient funds in your account to pay your checks and other items. This section does not limit or reduce our rights under applicable law to charge or setoff funds in your accounts with us for direct, indirect and acquired obligations you owe us.

- 5. Waivers.** You waive and agree that we may waive certain legal requirements called presentment, demand for payment, protest, notice of protest, and notice of dishonor with respect to any and all items for which you received payment or credit from us. We reserve the right to waive the enforcement of any of the terms of this Agreement and with respect to any transaction or series of transactions and/or with respect to any of our customers. Any such waiver will not affect our right to enforce any of our rights with respect to other customers, or to enforce any of our rights with respect to other or later transactions. Otherwise, no failure by us to exercise, and no delay by us in exercising, any right or remedy shall operate as a waiver thereof or constitute an amendment of the terms of this Agreement. Where this Agreement or applicable law permits us to take action, or not to take action, in our discretion on any matter, any action, or inaction, on our part with respect to such matter shall not obligate us to repeat such action, or inaction, with respect to similar matters that may subsequently arise.
- 6. Other Services.** If you have chosen to receive any of our other banking services offered in connection with your account, such as Time Deposits, individual retirement accounts, debit cards, ATM cards, overdraft lines of credit, mobile banking and online banking, we may provide the specific terms and conditions of the additional service to you in a separate agreement or disclosure.
- 7. Severability.** If any provision of this Agreement or the application thereof to any persons or circumstances shall be invalid or unenforceable under applicable law, such provision shall be deemed automatically reformed and amended to the extent, and only to the extent, necessary to render it valid and enforceable under such applicable law as of the effective date thereof, and such reformed or amended provision shall be binding without necessitating the formal amendment of this Agreement by the procedures specified herein; provided, however, that if such automatic reformation and amendment of such provision

shall be unreasonable or impracticable in the context of this Agreement, or shall significantly conflict with the purpose, intent and/or any other material terms or provisions of this Agreement, then such provision shall be deemed severed from this Agreement with respect to the persons or circumstances as to which such provision shall be invalid or unenforceable. Notwithstanding anything to the contrary in the foregoing, in the event that Section 2 of Article H: Dispute Resolution – Waiver of Class Action in Arbitration is deemed invalid and unenforceable, the entire arbitration provision in Section 1 of Article H shall be deemed unenforceable and severed from this Agreement. The invalidity or unenforceability of any one or more of the provisions of this Agreement, or the severance of any provision from this Agreement pursuant to the terms of this Agreement, shall not affect the validity or enforceability of the remaining provisions, and such remaining provisions shall continue in full force and effect to the fullest extent permitted by law.

- 8. Our Rights.** You agree that our rights under this Agreement are cumulative, not exclusive. We may exercise any of them without giving up the right to exercise others.
- 9. Indemnification; Waiver of Consequential and Other Damages.** If we take any action with respect to your account in accordance with your instructions or orders, or in accordance with this Agreement, or if you breach any warranty provided in this Agreement or by law, and we incur any loss, liability, damage, cost or expense (including attorneys' fees) as a result of any claim, demand, action, suit or proceeding brought or made by any party, you agree to indemnify and hold us harmless from and against such loss, liability, damage, cost or expense and to reimburse us for these amounts. IN NO EVENT SHALL WE OR YOU BE LIABLE TO ONE ANOTHER FOR SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE FURNISHING, PERFORMANCE OR USE OF THE SERVICES PROVIDED FOR UNDER THIS AGREEMENT, EVEN IF YOU OR WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES UNLESS REQUIRED BY APPLICABLE LAW. Our liability for a claim will be limited to the face value of an item or transaction improperly dishonored or paid or the actual value of any deposits not properly credited or withdrawals not properly debited. You agree that the amount of any claim you have against us in connection with any account or transaction with us, whether brought as a warranty, negligence, wrongful dishonor or other action, is subject to reduction to the extent that: 1) negligence or failure to use reasonable care on your part, or on the part of any of your agents or employees, contributed to the loss which is the basis of your claim; and 2) damages could not be avoided by our use of ordinary care. Any loss recovery you obtain from third parties on a particular claim will reduce the amount of any obligations we may have to you on that claim and you will immediately notify us of any such recovery. You agree to pursue all rights you may have under any insurance policy you maintain in connection with any loss and to provide us information regarding coverage. Our liability will be reduced by the amount of any insurance proceeds you receive or are entitled to receive in connection with the loss. If we reimburse you for a loss covered by insurance, you agree to assign us your rights under the insurance to the extent of your reimbursement. The limitations and exclusions in this Section shall apply to all claims of every kind, nature, and description whether arising

from breach of contract, breach of warranty, negligence or other tort, and shall survive the termination of this Agreement.

- 10. Telephone Calls; Calling, Monitoring and Recording.** When you give a telephone number directly to us, or place a telephone call to us, you authorize us to place calls to you at that number. You understand that a "telephone number" includes a cell phone number and "calls" include both telephone calls and text messages to or from your phone or cell phone. As examples, we may place calls to you about fraud alerts, deposit holds, and amounts you owe us (collection calls) on your account, as well as marketing calls. When we place calls to you, we may use automatic telephone dialing systems and artificial, text, or prerecorded messages. You agree that such authorization and consent is an essential term of this Agreement, is part of the bargained-for exchange between the Parties, is part of the consideration of this Agreement, and cannot be revoked or altered except as expressly agreed in writing among the Parties. You also agree that we may monitor and/or record all of your communications with us, whether such communications are in person or electronic (including by telephone and computer) for any reason, including to monitor the quality of service you receive and to verify transaction related information. You agree that we are not required to remind you before or during each telephone call or communication that the conversation is subject to being monitored and/or recorded in accordance with applicable state and federal law. If you authorize someone to do business with us on your behalf, such as by power of attorney, you will be responsible for obtaining their permission to our recording their communications with us. You consent and agree in advance to these terms and conditions. All telephone numbers provided to us by you are incorporated herein by reference. Should any of the terms of this paragraph be held unenforceable, it shall not affect the enforceability of the remainder of this paragraph.
- 11. Release of Information.** You can obtain information about your account by many methods, including at a banking center, by telephone, by mail and through online, mobile and text banking. We believe we have adopted reasonable security measures for each method, but we cannot ensure against unauthorized inquiries or intrusions. You agree that we are not responsible for the release of information to anyone who has gained possession of your ATM card, debit card or other code or access device or who has learned your identifying characteristics such as personal identification number (PIN), account number or social security number, even if you have not authorized them to obtain the information.
- 12. Force Majeure.** You agree that we will not be liable for any loss or damage due to delays or failure to perform resulting from circumstances beyond our reasonable control (such as telecommunication or electrical outages or malfunctions, postal strikes or delays, computer system failures, war, terrorism, riot, labor trouble or natural disaster). The time, if any, required for such performance under this Agreement shall be automatically extended during the period of such delay or interruption.
- 13. Entire Agreement.** This Agreement constitutes the current and entire general deposit agreement between you and us with respect to the account(s) you maintain with us and any and all prior general deposit agreements with respect to such account(s) are superseded by this Agreement.

ARTICLE J: ELECTRONIC FUND TRANSFER DISCLOSURE FOR CONSUMER ACCOUNTS

THE DISCLOSURES AND TERMS IN THIS ARTICLE J ARE APPLICABLE ONLY TO CONSUMER ACCOUNTS OWNED BY NATURAL PERSONS AND ESTABLISHED PRIMARILY FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

Certain types of consumer transactions are initiated through electronic means and are governed by Regulation E, which implements the federal Electronic Fund Transfer Act (collectively referred to in this Article J as the "EFT Act"). The EFT Act, subject to certain exceptions and qualifications, covers fund transfers that are initiated through an electronic terminal, telephone, computer or magnetic tape, including ATM transfers, transfers initiated by telephone, Debit card transactions, ACH transactions and preauthorized electronic direct deposits and preauthorized electronic payments to third parties to or from your deposit account. Any authorized signer on your account may act alone in conducting electronic fund transactions, regardless of the number of required signers on the account's signature card.

Your rights, protection, and liabilities are outlined in the following disclosure in accordance with the EFT Act. Our obligations and liabilities are also summarized for you. Please read and become familiar with all parts of this disclosure. Be sure to retain the telephone numbers and addresses that you may need in order to limit your liability and to resolve problems that you may have concerning electronic transfers.

- 1. Types of Available Transfers.** The types of electronic fund transfers that you may make depend upon specific account type(s) and the services which you obtain, as well as the specific types of electronic fund transfers you have authorized. Additional banking services may be available (for example, by requesting an ATM or debit card, or by enrolling for the use of our online or mobile banking services) and you will receive separate terms and conditions pertaining to those services. Such separate terms and conditions supplement the terms of this Agreement.
- 2. Your Liability for Unauthorized Transfers.** An unauthorized transfer means a transfer from your account that is initiated by another person without your authority to initiate the transfer and from which you receive no benefit. The term does not include any transfer that you indirectly authorized, such as a transfer that is initiated by a person who was furnished by you with the means to access your account, unless you have given us previous notice that such person is no longer authorized and we have had a reasonable opportunity to act upon your notice.

Tell us AT ONCE if you believe any access device, card, code, personal identification number (PIN), or other means of electronically accessing your account (individually referred to in this Article J as a "card or code") has been lost or stolen or if you believe that an electronic fund transfer has been made without your permission. Telephone us immediately at the number provided in Section 4 below to keep your possible losses down. You could lose all the money in your account(s) (plus your maximum overdraft line of credit, if any). If you tell us within two (2) business days after learning of the loss or theft of your card or code, or after learning of any other unauthorized electronic fund transfer from your account you can lose no more than \$50 if someone used your card or code

without your permission. If you DO NOT tell us within two (2) business days after learning of the loss, theft or unauthorized use of your card or code, and we can establish that we could have prevented the unauthorized transfer(s) if you had told us in time, you could lose as much as \$500.

Also, if your periodic account statement shows unauthorized transfers and you DO NOT tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lose after the sixty (60) day period if we can prove that we could have prevented the unauthorized transfer(s) if you had told us in time. If a good reason (such as a long trip or hospital stay) kept you from telling us of a suspected lost or stolen card or code or of any other suspected unauthorized transfer(s), we may extend the time periods.

- 3. Cadence Bank Business Days.** For purposes of these disclosures, our business days are Monday through Friday, excluding bank holidays.
- 4. Telephone Number and Address in Event of Lost, Stolen or Compromised Device, or Unauthorized Transfer.** If you believe your card or code has been lost, stolen or compromised, or that someone has transferred or may transfer money from your account, without permission, using information from your check or otherwise, you should immediately call the number below or write to the address provided:

Call Toll Free at: 1-800-636-7622

Or Write:

Cadence Bank, N.A.
Customer Service
1108 Highway 82 East
Starkville, MS 39759

- 5. Your Documentation of Transfers.**
 - (a) Receipts:** You can usually get a receipt at the time you make any transfer to or from your account at an ATM or point of sale terminal. You may not get a receipt for small dollar transactions.
 - (b) Preauthorized Transfers:** 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 may call us to determine if the deposit has been made. If you have arranged for regular payments of varying amounts to be made from your account, the person you agree to pay should tell you ten (10) days before each payment the amount of the payment and when it will be made. (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.)
 - (c) Periodic Statements:** You will receive a statement of your account each month in which an electronic fund transfer is made to or from your account. Otherwise, you will receive a statement at least quarterly. Your periodic statement will show the details of any electronic fund transfer you made and the details of any preauthorized transfers to or from your account that you instructed us to make.
- 6. Our 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 reimburse you for any losses or damages that you suffer. However, there are some exceptions where we will not be liable, such as, but not limited to, the following: if, through no fault of ours, other than exercise of our right of set off, you do not have money in your account to cover the transfer; if the transfer would exceed the available credit of any overdraft line of credit you may have; if the ATM where you are making the transfer does not have enough cash; if the ATM, terminal or system was not working properly and you knew about the breakdown when you started the transfer; if we consider your account to be inactive or dormant; if your card or code has been revoked due to inactivity or at our discretion; if the money in your account is being held subject to legal process or other encumbrance restricting transfers to or from your account; if we have received notice of a dispute as to the rights of parties to the accounts or their creditors or representatives and we have placed a hold on the account until resolution of the dispute; or, if circumstances beyond our control prevent the transfer despite our reasonable precautions. There may be other exceptions stated in our other agreements with you or permitted by law.

- 7. Disclosure of Information to Third Parties.** We may disclose information to third parties about your account and the transfers you make as described in our Consumer Privacy Policy provided separately when you open your account and as amended from time to time. You may also obtain a copy of our Consumer Privacy Policy at any time by visiting any of our branches or by visiting our website. Without limiting our Consumer Privacy Policy, we will disclose information to third parties about your account or the transfers you make:
- Where it is necessary for completing transfers, or
 - In order to verify the existence and condition of your account for a third party such as a credit bureau or merchant, or
 - In order to comply with government agency or court orders, or
 - If you give us written permission.
- 8. Your Right to Stop Payment on Preauthorized Transfers.** If you have authorized us to make regular preauthorized electronic fund transfer payments from your account, you may stop any of these payments. Here's how: Call us at 1-800-636-7622 and making the appropriate selection from the voice menu, or by WRITING US at Cadence Bank, Customer Service, 1108 Highway 82 East, Starkville, MS 39759. You must notify us in time for us to receive your request at least three (3) business days before the payment is scheduled to be made. You must provide us with sufficient information to identify the payment, as well as any other information we may request. If you deliver your stop payment request by telephone, you must confirm your stop payment order to us in writing within fourteen (14) days of your oral stop payment order. We may charge you a fee for each stop payment order you give. An oral stop payment order will not be binding on us after fourteen (14) days if you fail to provide the required written confirmation. We may also require that you provide us within such time a copy of your written notice to the payee revoking the payee's authority to electronically obtain payments from your account. If we do not receive a copy of your notice, your stop payment request will no longer be binding on us.

In order to fulfill your stop payment request on any preauthorized electronic fund transfer, we may, in our discretion, but are not required to, stop all payments to the particular payee, or we may, in our discretion, notify you that your stop payment request cannot be fulfilled other than by closing your account. If you properly request us to stop payment and we fail to do so, we will reimburse you for losses or damages you suffer, if any, caused by our failure to stop payment as requested. Please see our agreement and disclosure statement for your Cadence Debit Card or Cadence ATM Card for different requirements that may apply to stop payment of any preauthorized electronic fund transfer involving use of those cards or the account numbers on those cards.

9. In Case of Billing Errors or Questions About Your Electronic Transfers.

Telephone us or write us as soon as you can at the telephone number or address in Section 4 above, 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 sixty (60) days after we sent you the FIRST statement on which the error or problem appeared. Your inquiry must include:

- Your name and account number; AND
- A description of the error or the transfer you are unsure about, and as clearly as you can, an explanation of why you believe there is an error or why you need more information; AND
- The dollar amount of the suspected error.

If you tell us orally, we may require that you send us your inquiry in writing within ten (10) business days. We will investigate your inquiry and will correct any error promptly. We will tell you the results of our investigation within ten (10) business days (twenty (20) business days for claims on accounts open less than thirty (30) calendar days) after we hear from you; however, we may take up to forty-five (45) calendar days (ninety (90) calendar days for claims on accounts open less than thirty (30) calendar days, foreign-initiated transaction claims, and point-of-sale claims) to investigate your questions. If we need additional time to investigate, we will provisionally re-credit your account within ten (10) business days (twenty (20) business days for claims on accounts open less than thirty (30) calendar days) 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 inquiry in writing, and do not receive your written inquiry within ten (10) business days, we may choose not to provisionally re-credit your account. If we find that there was no error, we will send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of the documents we used.

- 10. Fees.** You should refer to our "Schedule of Fees" or other documentation and disclosures we have provided you for information regarding any fees associated with electronic fund transfers. Such fees are subject to change from time to time, and we will provide you with notice of such changes as required by law. If you use an ATM or other electronic device that is not operated by us, you may be charged a fee by us, the operator/owner and/or the automated transfer network (and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer).

ARTICLE K: FUNDS AVAILABILITY POLICY

This funds availability policy applies to deposits into a checking or savings account.

Funds “availability” means your ability to withdraw funds from your account, whether those withdrawals are to be in cash, by check, automatic payment, or any other method we offer you for access to your account. If deposited funds are not “available” to you on a given day, you may not withdraw the funds in cash and we may not use the funds to pay items that you have written or honor other withdrawals you request. If we pay items that you have written or honor other withdrawals before funds are available to you, we may charge a fee for this. See the Insufficient Available Balance and Overdraft section of this Agreement.

Please remember that even after the item has “cleared,” we have made funds available to you, and you have withdrawn the funds, you are still responsible for items you deposit that are returned to us unpaid and for any other problems involving your deposit. See the *Chargebacks* section of this Agreement.

1. **Your Ability to Withdraw Funds.** Except as described later in this policy:
 - (a) Same-day availability: Wire transfers, electronic direct deposits, cash, and the first \$200 from the total of all other deposits (first \$50 for ATM deposits) will be available on the day we receive your deposit.
 - (b) Next business day availability: If you make a deposit of one of the following items in person to one of our employees, the funds from these deposits will be available no later than the first business day after the day of deposit:
 - State and local government checks that are payable to you;
 - Cashier’s, certified, and teller’s checks that are payable to you; and
 - Federal Reserve Checks, Federal Home Loan Checks, and U.S. Postal Money orders that are payable to you.
 - (c) Second business day availability: Funds from all other deposits will be available no later than the second business day after the day we receive your deposit.
2. **When Your Deposit Is Received.** If you make a deposit with a teller at one of our branches on a business day, we will consider that day to be the day of your deposit. If you make a deposit on a business day before our cutoff time at a Cadence ATM, we will consider that day to be the day of your deposit. However, if you make a deposit on a day that is not a business day, or make a deposit at a Cadence ATM after the ATM cutoff time, we will consider the deposit to have been made on the next business day.
 - For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays and federal holidays.
 - For deposits at Cadence ATMs, the cutoff time is 6:00 p.m. Central Time (7:00 p.m. Eastern Time), unless the Cadence ATM is an Interactive Teller Machine, in which case the cutoff time is 7:00 p.m. Central Time (8:00 p.m. Eastern Time).
 - Deposits placed in a night depository are considered received when we remove them from the night depository; we will remove deposits no later than the next business day.
 - Branches in some locations may be closed on business days in observance of a state holiday or because of an emergency, and deposits made at a night

depository when those branches are closed will be considered received on the next business day when the branch is open.

- Deposits sent by mail are considered deposited on the business day it arrives if it arrives by the cutoff time at the branch of deposit.
3. **Longer Delays May Apply.** Funds you deposited by check may be delayed for longer than two business days under the following circumstances:
 - We believe a check you deposited will not be paid;
 - You deposited checks totaling more than \$5,000 in any one day;
 - You redeposited a check that has been returned unpaid;
 - You have overdrawn your account repeatedly in the last six months; or
 - 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 deposit.
 4. **Special Rules for New Accounts.** If you are a new customer, the following special rules may 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 on 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; and
 - Funds from all other check deposits will be available no later than the ninth business day after the day of your deposit.
 5. **Holds on Other Funds (Check Cashing).** If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available on the day they would have been available if you had deposited the check.
 6. **Holds on Other Funds (Other Account).** If we accept a check for deposit that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately but delay your ability to withdraw a corresponding amount of available funds that you have on deposit in another account with us. The funds in the other account would then not be available until the time periods that are described elsewhere in this policy for the type of check that was deposited.

ARTICLE L: IMPORTANT INFORMATION ABOUT YOUR ACCOUNT AND SUBSTITUTE CHECKS (CHECK 21)

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 the 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, nonsufficient funds 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 ten (10) business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than forty-five (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 Cadence Bank, N.A., Customer Service, 1108 Highway 82 East, Starkville, MS 39759, or call us at 1-800-636-7622.

You must contact us within forty (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 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 name of the person to whom you wrote the check and the amount of the check.

NOTES:

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