

**RENASANT BANK  
DEPOSIT ACCOUNT AGREEMENT**

**This document is an agreement that contains important terms and conditions, including your rights and responsibilities, regarding your deposit account with Renasant Bank. Please read this agreement carefully and keep it available for future reference.**

**TABLE OF CONTENTS**

General Agreement.....	2	41. Fees, Service Charges and Balance Requirements.....	15
General Rules.....	2	42. Expenses.....	15
1. Deposits.....	2	43. Credit Report.....	16
2. Collection of Deposited Checks.....	3	44. Customer Identification Program.....	16
3. Subaccounts.....	3	45. Amendments and Alterations.....	16
4. Right of Setoff/Security Interest.....	3	46. No Waiver.....	16
5. Legal Process.....	4	47. Our Rights.....	16
6. Available Balance.....	4	48. Severability.....	16
7. Withdrawals from your account.....	5	49. Force Majeure.....	16
8. Non-Sufficient Funds And Overdrafts.....	6	50. Liability.....	16
9. ATM Card or Debit Card Transactions.....	7	51. Indemnification.....	16
10. Accounts Opened Through the Online Banking Service.....	7	52. Notice and Cure.....	16
11. Authority.....	8	53. WAIVER OF JURY TRIAL AND ARBITRATION PROVISION.....	17
12. Account Ownership.....	8	54. JURY TRIAL WAIVER IN NON-ARBITRATED CASES.....	19
13. Individual/Single-Party Account.....	8	55. Applicable Laws and Regulations.....	19
14. Multi-Party/Joint Account.....	8	56. Binding Effect.....	19
15. "In Trust For" / Payable On Death (POD) Accounts.....	9	57. Headings.....	19
16. Uniform Transfers to Minors Account ("UTMA").....	9	58. Titles.....	19
17. Organization/Business Account.....	9	59. Privacy Notice for Commercial Customers.....	20
18. Fiduciary Account.....	9		
19. Additional Authorized Signatory.....	9		
20. Special State Law Provisions.....	10		
21. Disputed Authority – Blocking Transactions.....	10		
22. Transfers and Assignments.....	11		
23. Checks and Deposit Slips.....	11		
24. Lost, Stolen Checks, Counterfeit or Other Unauthorized Checks.....	11		
25. Facsimile Signatures.....	11		
26. Restrictive Legends.....	11		
27. Stale or Postdated Checks.....	11		
28. Stop Payments.....	11		
29. Check Truncation.....	12		
30. Unclaimed Property, Inactive/Dormant Accounts.....	12		
31. Closing Account.....	12		
32. Wire Transfers and Automated Clearing House ("ACH") Transactions.....	12		
33. Provisional Payment.....	13		
34. Notice of Receipt.....	13		
35. Statements; Duty to Examine.....	13		
36. Electronic Delivery of Statements.....	14		
37. Notices and Communications.....	15		
38. Account Type and Payment of Interest.....	15		
39. Cashing Checks.....	15		
40. Illegal Activities.....	15		

**ARBITRATION NOTICE:** This Deposit Account Agreement contains a provision for arbitration and the waiver of a jury trial. See Sections 52, 53, and 54 of this Agreement for details.

**OVERDRAFT NOTICE:** This Deposit Account Agreement contains information regarding how we determine the Available Balance in your account, how Items will be processed and the general order in which they are posted against your account, how we determine when an overdraft occurs on your account, and when we may charge you an overdraft or insufficient funds fee. See Sections 6, 7, 8, and 9 of this Agreement for details.

**ONLINE ACCOUNT OPENING/ELECTRONIC SIGNATURE NOTICE:** If you are opening your account online, or if you are signing the signature card electronically using a "click to sign" electronic signature solution that does not capture a representation of your written signature, this Deposit Account Agreement contains special requirements on your part if you wish to limit our authority to allow withdrawals or pay checks based on the authenticity of your signature. Additionally, for accounts opened online, there are special rules related to notices we send you. See Sections 7 and 10 of this Agreement for details.

If you would like to arrange to receive a copy of this Agreement in 12-point type or, for accounts opened online or that used a "click to sign" electronic signature solution to sign the signature card, to provide us with specimen signatures for all account owners and authorized signers, please contact one of our Customer Experience Center Specialists at 1-877-367-5371.

**General Agreement.** These terms, unless varied or supplemented in writing, govern the operation of your deposit account and your deposit account relationship with us. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so that the singular includes the plural and the plural includes the singular. The terms “**you**” and “**your**” refer to the depositor and the terms “**we**,” “**us**,” “**our**,” and “**Bank**” refer to Renasant Bank. The terms “**depositor**,” “**owner**,” “**holder**,” or “**party**” are used interchangeably to mean you as the person that owns the account, either singularly or jointly with another owner. The term “**person**” means a natural person, corporation, unincorporated company, partnership, government unit or instrumentality, trust, or any other entity or organization. The term “**account**” means any deposit account by any name or description and however opened, including, but not limited to a demand, time, savings, money market or passbook account; account evidenced by a certificate of deposit; any negotiable order of withdraw (**NOW**) account; or any similar account. “**Item**” is any check or remotely created check, as those terms are defined in Federal Reserve Board Regulation CC (12 C.F.R. Part 229) (“**Reg. CC**”), a substitute check, purported substitute check, image replacement document, draft, or order for the payment of money, oral or written, in electronic or other form, including but not limited to a withdrawal slip, an image or photo copy of a check, a bill pay debit, an ACH debit, point of sale debit, ATM debit, debit card debit, or a wire transfer. “**Business Day**” is any day we are open for carrying on substantially all of our banking business other than Saturday, Sunday, or a Federal Reserve Bank holiday. “**Agreement**” means this Deposit Account Agreement. “**Online Banking**” refers to the various account related services we may make available to you from time to time over the Internet irrespective of the names we actually adopt for those services. “**Consumer Account**” means an account owned by one or more natural persons and established primarily for personal, family, or household purposes. “**Non-Consumer Account**” means any account that is not a Consumer Account. Some other important terms used in this Agreement and the Sections where they are defined are: “**Authorized Transaction**” Section 9; “**Available Balance**” Section 6; “**Legal Process**” Section 5; “**NSF Item**” Section 8; “**overdraft**” Section 8; “**Overdraft Service(s)**” Section 8; and “**Remittance Transfer**” Section 32. There are other, additional terms defined elsewhere in this Agreement such as important terms related to the Arbitration Provision in Section 53. You understand that the following Agreement governs your account with us, along with any other documents applicable to your account, including, but not limited to, our Funds Availability Policy, Privacy Policy, Common Fee Schedule, Commercial Schedule of Fees, EFT Regulation E Disclosure, Truth in Savings Disclosure, and signature card, each of which are incorporated herein by reference which documents may be changed from time to time. By signing the signature card (including electronic signing or acceptance), opening an account, or initiating any transaction on the account, you agree to be bound by the terms of this Agreement. You understand that your account is also governed by applicable law. Your deposit account relationship with us is that of creditor and debtor. This Agreement and your deposit account relationship do not create a fiduciary, quasi-fiduciary, or special relationship between us. We owe you only a duty of ordinary care. You understand that we have internal policies and procedures that are solely for our own purposes and do not impose on us a higher standard of care than otherwise would apply by law or this Agreement without such policies and procedures.

**General Rules.** The following rules apply to your account:

**1. Deposits.** Deposits may be made in person, by mail, or by any other method we make available, such as night depositories and automated teller machines (**ATMs**) and remote deposit capture, by any person and we are not required to question the authority of the person to make the deposit. Until we are in actual receipt of your deposit, we are not responsible for deposits made by mail, night depository, ATM,

or through some other depository not staffed by our authorized employees. If you use any of our night depositories, you do so solely at your own risk. We are not liable for any deposit in the night depository until we issue a written duplicate deposit ticket or other receipt acknowledging the deposit. In addition to the terms of this Agreement, deposits made in a night depository are subject to the terms of the Night Depository Agreement which is hereby incorporated by reference and made a part of this Agreement. All transactions received after our “daily cut-off time” on a Business Day we are open, or received on a day in which we are not open for business, will be treated and recorded as if initiated on the next Business Day. We may refuse to accept particular checks or other Items as a deposit to your account at our discretion. The terms of our Funds Availability Policy will control the determination of the Business Day deposits are deemed received by us and when they will be available for withdrawal. Deposits may be subject to a service charge. While we generally follow our Funds Availability Policy when making funds available to you from deposits you make to savings accounts (including money market savings accounts), please note that our Funds Availability Policy does not apply to these deposits, and we may delay availability of funds from these deposits at our discretion.

When we receive your deposits, we may provisionally credit your account for the amount declared on the deposit slip, subject to later verification by us. You must ensure that the amount declared on the deposit slip is correct, even if you did not prepare the deposit slip. You agree that our records are conclusive as to the amount of the deposit we received, without regard to any receipt, deposit slip, or other notice of the deposit amount. If we later determine that the amount declared on the deposit slip is incorrect, we may adjust (debit or credit) your account. However, if the error in completing the deposit slip was inadvertent and is less than our standard adjustment amount, we may not adjust your account. We may change our standard adjustment amount from time to time without notice to you.

All checks presented for deposit must be in a format that can be processed and we may refuse to accept any check that does not meet this requirement. You agree that you will only deposit a check(s) as that term is defined in Reg. CC. You represent, warrant, and agree that you will only deposit checks that are properly payable and that you are the person entitled to enforce the checks. Without limiting the generality of the foregoing, you represent and warrant that you will not deposit a counterfeit check and/or a check that contains a forged or unauthorized signature or endorsement. You agree to reimburse us for any loss or expense (including reasonable attorneys’ fees) that we incur because of a check that you deposit to your account.

If a check that is payable at a foreign bank or in a foreign currency is deposited or presented for collection, you will be responsible for all collection charges and exchange rate risk associated with the currency exchange. You understand that we will not credit that kind of deposit until receiving the proceeds in United States currency. If you use a service wherein you create or deposit a Remotely Created Check, as that term is defined in Reg. CC, you warrant to us that the person on whose account the Remotely Created Check is drawn authorized the issuance of the check in the amount stated on the check and to the payee stated on the check. You agree that you will maintain proof of such authorization for at least two (2) years from the date of the authorization, and will supply us with such proof within five (5) business days of our request. If we have reason to believe that any Remotely Created Checks you deposit are unauthorized, we may take any action available to us under Sections 21 or 40 of this Agreement and/or may require you to post a bond before allowing a withdrawal of the funds. We may, in our sole discretion, refuse to accept or process for deposit or collection any Remotely Created Checks at any time, with or without cause or prior notice.

You agree to properly endorse all checks you deposit, which may be different depending on the method that you use to deposit your checks. All endorsements on the reverse side of any check deposited into your account must be placed on the left side of the check when looking at it from the front, and must be placed so as to not go beyond an area located 1 1/2 inches from the left edge of the check, when looking at it from the front. You are also responsible to make sure at the time you issue any check that the format is such that there will be no writing whatsoever on the reverse side of the check placed beyond an area located 1 1/2 inches from the left edge of the check when looking at it from the front. It is your responsibility to ensure that these requirements are met and you are responsible for any loss incurred by us for failure of an endorsement to meet this requirement. Notwithstanding the foregoing, you acknowledge and agree that we may accept a check for deposit to your account without an endorsement and that you will incur the liability of an endorser even though you have not endorsed the check. If the check you want to deposit contains a third-party endorsement, we may require verification of the endorsement either by an endorsement guarantee or by acceptable personal forms of identification submitted by the third-party as a condition to our acceptance of the check for deposit.

Unless we agree in writing to the contrary, you agree that you will not deposit a substitute check if a bank has not made the warranties in Section 5 of the Check 21 Act (12 U.S.C. § 5004) with respect to substitute checks (“**unwarranted substitute check**”). If you deposit an unwarranted substitute check, you agree to indemnify us against any loss from any source that we incur (including attorneys' fees and other costs) and hold us harmless, as the result of your depositing the unwarranted substitute check. You also agree to indemnify us and hold us harmless as the result of any loss that we incur if we convert the check that you deposit to a substitute check or an image, and the image of the original check is not an accurate representation of the original check because of the design of the check or the color of the ink used to print, complete the terms of or endorse the check.

If any check you deposit to your account or you cash is returned unpaid, we have the right to debit your account for the amount of such check, even if it causes such account to become overdrawn, and adjust any related interest earned. If the debit causes your account to become overdrawn and we receive either the original check or a substitute check, you agree that we may keep the original check or substitute check and not return it to you until such time that you deposit sufficient funds in the account to cover the overdrawn balance. If you do not make a deposit sufficient to cover the overdrawn balance, we may attempt collection of the amount of the returned check from the drawer. While we have no obligation to reprocess the returned check, we can reprocess and represent the check to the payor bank. We can process a copy, electronic entry, or other evidence of the returned check. You waive presentment, notice of dishonor and protest. You will, in any event, be liable to us for the amount of any check or other Item you deposit to your account or receive cash that is returned unpaid, plus our costs and expenses associated with collection of all or any part of such amount from you, including reasonable attorney fees.

In addition, we may charge back any deposited check or cashed check at any time for whatever reason, even if the check was not returned timely by the paying or returning bank. We may charge back any check to your account on which there is a claim for breach of warranty even after final settlement of the check. A breach of warranty includes but is not limited to checks that you have deposited that contain an alteration, a forged or missing drawer's signature, a forged or missing endorsement, checks for which you do not have good title, or Remotely Created Checks that were not authorized by the account holder. If funds from a deposit become available for withdrawal, that does not mean the check or other Item you have deposited is “good,” has “cleared,” or has been paid by the paying bank. It is possible for an

Item to be returned even months after the funds became available to you and you have withdrawn them. No one, including our employees, can guarantee to you that a check or other Item will not be returned.

If you receive a direct deposit from the federal or state government or other third party and if the government or third party reverses the deposit for any reason, you authorize us (at our option and without prior notice and without liability to you) to deduct all or part of that amount even if it results in an overdrawn balance in your account and the dishonor of Items drawn on your account without investigating whether such credit was not properly payable to you. You agree that we may reverse any credit from a third party if we suspect that the credit is fraudulent or illegal. We shall not be liable for any damages resulting from the exercise of the rights described in this section. Except as may be attributable to our lack of good faith or gross negligence, we will not be liable for dishonor resulting from any reversal of credit, return of deposited or cashed checks or for any damages resulting from any of those actions.

**2. Collection of Deposited Checks.** In receiving checks or images of checks for deposit or collection, we act only as your agent and assume no responsibility beyond the exercise of ordinary care. All checks, including “on us” checks (checks received for deposit that are also drawn on us), are credited subject to final settlement in cash or credits. We shall have the right, in our sole discretion, to determine the manner in which checks will be presented to the drawee bank. We shall also have the right to forward checks to correspondents including all Federal Reserve Banks and we shall not be liable for default or neglect of said correspondents for loss in transit, nor shall any correspondent be liable except for its own gross negligence. You specifically authorize us or our correspondents to utilize Federal Reserve Banks to handle such checks in accordance with provisions of Regulation J (12 CFR Part 210), as revised or amended from time to time by the Federal Reserve Board. In the event we are subject to local clearinghouse rules, you specifically authorize us to handle such checks in accordance with the rules and regulations of the clearinghouse. You agree to be bound by all other agreements entered into by us for the purpose of clearing, collecting, presenting or returning checks.

**3. Subaccounts.** If the account is a demand deposit account or a negotiable order of withdrawal (NOW) account, it will be a master account consisting of two subaccounts: a transaction subaccount and a nontransaction subaccount. The two subaccounts and the transactions between them are for the purpose of improving our efficiency and have no effect on your account or your ability to use it. The amount of interest you earn, the fees you incur, and your periodic account statements are not affected. We will maintain information on the two subaccounts for regulatory reporting purposes only. All statements will consolidate the two subaccounts into the master account and show it as a single account. At the beginning of each statement period, we will allocate the balance in the master account between the two subaccounts based on formulae we can periodically change. All your Items will be posted against the transaction subaccount. If additional funds are needed, we automatically (without charge) transfer available funds from the nontransaction subaccount. If excess funds accumulate in the transaction subaccount, we can transfer them to the nontransaction subaccount. If at any time Federal regulations limit the number of preauthorized transfers from the nontransaction to the transaction subaccount allowed per monthly statement period, then upon reaching such limit in such period, we will move the entire balance in the nontransaction subaccount to the transaction subaccount for the remainder of that statement period. The full collected balance in both subaccounts will be available at all times to pay your Items.

**4. Right of Setoff/Security Interest.** Unless otherwise prohibited by law, we may exercise the right of setoff, that is, the right

under certain circumstances, to use funds in your account to pay any debts you owe us or our affiliates now or in the future, either before or after any default. If the debt arises from a note, “any due and payable debt” includes the total amount of which we are entitled to demand payment under the terms of the note at the time we set off, including any balance on the due date for which we properly accelerate under the note. We may recover funds you owe us from any of your accounts with us. For accounts with more than one owner, we may treat any name on the account as the sole owner and agent of that account and we may exercise this right of setoff to pay individual debts of any owner. If you are the sole proprietor or general partner of a business, you agree that we have the right of setoff under this paragraph against the funds in any of your personal accounts for the debts of your business. You expressly agree that our rights, unless prohibited by applicable law or regulation, extend to any federal or state benefit payments (including Social Security benefits) deposited to your account. We will not be liable for the dishonor of any check or other Item when the dishonor occurs because we set off a debt against this account. You agree to indemnify and hold us harmless from any claim arising as a result of our exercise of our right of setoff. Our right of setoff shall continue following your death to the same extent it existed immediately prior to death. This means that if we had a right to set off against funds in your account at the time of your death, such right of setoff shall continue after your death and may be enforced against a successor in interest to such funds, whether a pay-on-death beneficiary, your estate, or otherwise.

You hereby grant us a security interest in all funds on deposit in any of your accounts that you maintain with us as well as in all proceeds of such funds. This security interest is consensual and secures all present and future debt you owe to us.

**5. Legal Process.** For purposes of this section, “**Legal Process**” means and includes a subpoena, restraining order, injunction, writ of attachment or execution, levy, garnishment, tax withholding order, search warrant, forfeiture or other similar order seeking action with respect to the funds available under or information relating to your account.

You acknowledge that we are a regional bank with numerous office locations in multiple states and that you may withdraw available funds in your account at any office where we open accounts, accept deposits and process withdrawals (each, a “**branch office**”). You further acknowledge and agree that in responding to a Legal Process we may treat your account and funds as existing at any such branch office. Accordingly, you agree that we may accept any Legal Process as valid service on us, whether served in person or by mail, email or facsimile transmission or any other means, which is received by us at any branch office, at any site designated by us for acceptance of service of process, on any appointed agent of ours, or any other method authorized by law, court rule or regulation, regardless whether such Legal Process was issued by a court located within the state where the Legal Process is served or whether such Legal Process is served on a person authorized to receive service of process on our behalf under applicable law or otherwise. You further agree that we may act on and comply with any such Legal Process that, based on our understanding of applicable law, is of apparent validity and lawfully attaches to your funds or entitles the issuer to information related to your account, regardless whether such Legal Process is issued by a court located within the state where you maintain your account. You agree that we may act on such Legal Process even if we do not act on it the same day that it is received and even if it attaches to the interest of fewer than all owners of the relevant account.

If we receive any Legal Process related to or seeking funds or information pertaining to your account, you acknowledge and agree that you are solely responsible for appearing before the authority that

issued or otherwise has jurisdiction over such Legal Process and invoking any exception, exemption, objection, defense, or other protection you believe may be available to you and that we will not be required to make a determination as to the availability or viability of any such exception, exemption, objection, defense, or other protection. Where applicable law does not require us to take any action on your behalf with respect to any Legal Process or prohibit us from disclosing such Legal Process to you, we will provide you with notice that you may have the right to claim exemptions from such Legal Process under the laws of the state from which such Legal Process was issued and, if different, the state where you reside. If you receive such a notice from us, you should consider whether to consult an attorney regarding your rights. Except as provided in the foregoing sentence, we have no obligation to advise you of our receipt of any Legal Process relating to your account.

You agree to pay a fee for each Legal Process received by us and our expenses for research and copying of documents and all other expenses, including administrative expenses, we incur in responding to any Legal Process related to your account. These may include attorneys' fees we incur for legal assistance arising from the Legal Process. You agree that we may deduct these fees and expenses from any of your accounts without prior notice to you. Any Legal Process or other levy against your account is subject to our right of setoff and any security interest we have in the account. Unless prohibited by applicable law, we may set off or enforce our security interest against your account prior to honoring the Legal Process. If we are served with any Legal Process that tries to attach or in some way prevent you from freely using your funds, you give us the right, but we have no obligation, to hold any portion of the funds during any time necessary to determine to our satisfaction who has the legal right to the funds. If we are not able to determine whether the funds are subject to the Legal Process, we may deposit the funds with any court that we deem to have jurisdiction over us or the property in your account and ask that court to determine to whom the funds belong. You consent to the jurisdiction of such court to determine the legal right to the property in your account and agree to reimburse us for our expenses, including attorneys' fees and expenses. If a bankruptcy or similar proceeding is filed by or against any owner, we may place an administrative hold on part or all of the balance while we seek to have the automatic stay lifted.

You agree that our use of the word “may” in this section in reference to action we may take gives us sole discretion to take such action without any obligation to take any action, subject to applicable law. You further agree that we will incur no liability to you for acting on Legal Process as provided in this section unless applicable law provides otherwise. Where reference is made in this section to “applicable law,” such reference includes state and/or federal law, as applicable, and in each instance you agree that we may proceed based on our reasonable interpretation of such applicable law. However, notwithstanding anything in this section to the contrary, nothing herein shall be construed as your waiver of any rights that are ultimately determined to be afforded to you and not subject to waiver under applicable law.

This section speaks solely to our rights and obligations as they pertain to you and your account and are not intended to and shall not confer any rights in the party causing the Legal Process to be issued or in any other third party.

**6. Available Balance.** The “**ledger balance**” in your account is the ending balance in the account on any given Business Day after posting all transactions for that day (pending transactions are not included). The “**Available Balance**” in your account is the ending ledger balance on the previous Business Day, plus or minus pending transactions (such as certain deposits, debit card transactions or ATM

withdrawals) that have not yet posted to your account, and minus any holds that we have placed on your account. The Available Balance is not adjusted for transactions, such as checks that you have issued or debit card transactions we have not been requested to authorize, that have not been presented for payment. Holds for debit card transactions that were authorized by a merchant but were released prior to payment of the Item will impact the Available Balance. For example, if a merchant obtains authorization on a signature based debit card transaction, a hold is placed on your account for the amount requested by the merchant (which is usually the same as the transaction amount, but not always; see Section 9 below for more information) for a specific period of time (ordinarily at least three (3) Business Days) or until the Item is paid, whichever occurs first. During the hold period, the amount requested by the merchant will be deducted from your Available Balance. If the hold is released prior to payment of the Item, the amount requested by the merchant is added back to your Available Balance. If the debit card transaction is subsequently paid, the amount of the debit card transaction will be deducted from your Available Balance at that time. You are responsible for keeping accurate records concerning transactions on your account and whether transactions have been deposited, presented and paid, or whether the transactions are outstanding. This responsibility includes making inquiry and noting the amount of the hold placed by a merchant at the time of authorization (see Section 9 for more explanation).

**7. Withdrawals from your account.** Unless indicated otherwise on our account records, any person you authorize may withdraw or transfer all or any part of the funds in your account. All checks and withdrawal forms used in connection with your account must be on forms obtained through or approved by us. We may refuse any check or Item drawn against your account or used to withdraw funds from your account if it is not on a form obtained through or approved by us. You agree to verify all information contained on checks and withdrawal forms prior to use.

We may place reasonable restrictions on when and how you make any large cash withdrawal, including requiring advance notice for any such withdrawal. We are not responsible for providing for your security in such transactions and may require that you sign a document releasing us from any liability if you are robbed or assaulted. We may refuse the withdrawal request if you do not agree with these conditions. We may also refuse to cash a check (including a cashier's check or other official item) presented over-the-counter in one of our branches if we believe that the amount is unreasonably large or that honoring the request would cause us a significant inconvenience, an undue hardship or security risk.

We may debit your account for a check or other Item drawn on your account either on the day it is presented to us for payment, by electronic or other means, or on the day we receive notice that the check or Item has been deposited or cashed at another financial institution, whichever is earlier. We may debit your account for a copy of a check that you have issued, provided we have not already paid the original check at the time the copy is presented for payment. The term "copy" of your check includes an Item that is an image of the front and back of the original check that does not meet the requirements of a substitute check as that term is defined in the Check 21 Act. We may determine the Available Balance in your account and make our decision on an insufficient funds Item at any time between our receipt of the check, Item or notice and the time we must return the Item. We are required to determine your account balance only once during this time period.

We process Items mechanically by relying on the information encoded in magnetic ink character recognition along the bottom of the Items and you agree that we have met the standard of care that you expect from us when we pay checks or other Items by this method. This

means that we do not individually examine all of your Items to determine if the Item is properly completed, signed and endorsed and you acknowledge that payment by this method is in accordance with reasonable banking standards and constitutes ordinary care in paying checks or Items. No other provision of this Agreement regarding your or our rights and obligations with respect to specimen signatures—including, without limitation, the provisions contained in this Section 7 below and in Section 10 related to signature cards, specimen signature forms, or our right to rely on signatures contained in other bank records to establish signature authenticity—shall be interpreted in a manner to impair your agreement in this paragraph or as imposing on us an obligation to individually examine all Items for signature verification purposes.

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

- Debits we have already paid (such as checks and ATM withdrawals), debits we are obligated to pay and want to pay ahead of other debits we are obligated to pay, and certain electronic transfers.
- Other debits we are obligated to pay (such as debit card transactions we have authorized and settlement for funds transfers that we have accepted or executed) and recurring debit card debits.
- Other electronic debits (electronic banking, and Automated Clearing House (ACH) debits)
- Checks issued by you and certain internal debits
- Bank fees (service charge, stop payment fees, wire transfer fees, etc.)

The above debits are only examples and do not include all types of debits that may be posted to your account.

The priorities of posting debits within the categories are based on the type of withdrawal and whether the withdrawal contains a check or sequence number or whether we can determine the date and time of an electronic debit. For example, debits, such as checks that you issue, are posted in check number sequence and certain electronic debits are posted based on the date and time we first receive notice of the transaction. For example, if a merchant requests pre-authorization for an electronic debit transaction, then we will post the transaction based on the date and time the pre-authorization was requested. If we receive an electronic debit transaction for which no pre-authorization was requested, then we will post the transaction based on the date and time the transaction was received by us for settlement. If we cannot determine the check number or the date and time of the electronic debit, we will generally post the debits according to some neutral, consistent order such as in ascending order from the smallest amount to the largest amount. We reserve the right to change the categories, the sequence of posting the categories, and the sequence of posting transactions within a category without notice to you.

We may enter into or become subject to agreements for electronic presentment, and you agree to be bound by the terms of such agreements and authorize payment of a substitute check or Item based upon information describing the check or Item rather than physical delivery of the check or Item itself.

We are authorized to rely upon any document provided by you to us, which indicates the persons authorized to act on your behalf until the authority from any such person is terminated in writing in the manner

hereinafter provided. If there are multiple owners or you have authorized multiple signers to issue checks, we may limit use of the account by some or all owners or signers until all have either signed the signature card or otherwise acknowledged their respective ownership or authority on the account in a manner satisfactory to us in our sole discretion. If you terminate the authority of any signer, we are not bound by that termination until we have received the written termination instruction, it is complete in all material respects in order to allow us to act on the termination instruction, and we have had a reasonable opportunity to act on the termination instruction prior to any action by us with respect to the account or any Item. You agree that one Business Day to act upon a termination instruction is a reasonable amount of time.

We (without liability) may refuse to pay an Item if we are unable to determine whether the Item is signed or authorized by you or an authorized signer. For signature-based transactions, if you wish to limit our authority to pay an Item on the account based on the Item having an authentic signature of a person authorized to write checks or withdraw money from the account, you will need to provide us with a specimen signature for you and each such person as provided below. You may do this by ensuring that any signature card we may present to you is signed by you and each person authorized to write checks or withdraw money on the account. If (1) the account is opened online via your electronic authorization such that no signature card is presented at the account opening; (2) you signed the signature card electronically using a “click to sign” electronic signature solution that does not capture a representation of your written signature; or (3) you otherwise fail to give us a signature card signed by you, all account owners, and all authorized signers, then you must arrange for us to receive a specimen signature form bearing the specimen signature of you and each such owner or authorized signer. You may do this by contacting us at the number listed on the first page of this Agreement. Upon your request, we will provide you with either a signature card or a specimen signature form for this purpose. (In this Agreement, we refer to any such form as a “signature card” regardless of whether we provide you with our standard form signature card or a separate specimen signature form.) You agree that your failure to request such signature card or the failure of you or any authorized signer (including any other account owner) to sign and return any such signature card shall be a waiver of any claim for unauthorized signature that you may have against us for paying an Item not signed or authorized by you or any person that you list (or ask us to add) as an authorized signer. You agree that our payment of any such Item (and this procedure) is commercially reasonable and that we are not liable for making payment on any and all such Items.

If you do not provide us a signature card signed by you and all owners and authorized signers as provided above, you assume all liability for any and all unauthorized transactions and you agree to indemnify us against and hold us harmless from any loss we incur as a result of your failure to request and/or return a signature card to us signed by all the authorized signers on the account. Notwithstanding the foregoing, you understand and agree that for purposes of establishing the authentic signature of you or any authorized person on the account, we may, but are not required to, look to your signature or such authorized signer’s signature, as applicable, on any checks presented for payment on the account or any signature that appears on any other transaction with us now or in the future, and we may rely, in our sole discretion, on any such signature to establish the authenticity of and authority for payment of any signature-based transaction on the account.

If you require more than one signature on your checks or more than one authorization on your Items, you agree that such a requirement is for your sole internal benefit and that you will indemnify us for all liability arising out of and/or related to such a requirement. You acknowledge and agree that we (without liability) will not examine

Items for multiple signatures and will not return Items that have only one signature or one authorization regardless of any requirement of more than one signature. We will pay Items that contain only one authorized signature even if there is language on the Item stating that multiple signatures are required for payment or if the signature card or account resolution specifies that more than one signature is required to conduct transactions on the account. By using any service provided by us, you represent and warrant that the execution, delivery and performance by you of any agreement or acknowledgement covering such service has been duly authorized by necessary action and does not and will not violate any provision of law or your charter or by-laws, or result in the breach of or constitute a default under any other agreement or instrument by which you are bound or affected.

In order to induce us to honor any request, direction or instruction regarding your account, or the services provided by us to you, including but not limited to services enumerated in this Agreement, you hereby agree to indemnify and hold us harmless from and against any and all claims, damages, demands, judgments, liabilities, losses, costs and expenses (including attorneys’ fees) resulting directly or indirectly from our alleged acceptance or execution of any request, direction or instruction, on the part of any individual listed as a person authorized to act on your behalf in any document provided by you to us.

**8. Non-Sufficient Funds And Overdrafts.** We determine the Available Balance in your account (as more fully explained above in Section 6) to decide whether to authorize or permit payment of an Item and also to decide whether to return a check or deny payment of an Item for non-sufficient funds (an “NSF Item”). We need only make one determination, but if we choose to make a subsequent determination, the Available Balance at the subsequent time will determine whether there are sufficient available funds. An “**overdraft**” is a negative Available Balance in your account that occurs when the Available Balance is insufficient to cover an Item, but we pay it anyway. At our discretion, we may either honor (i.e. pay) or dishonor (i.e. not pay) an NSF Item that will create an overdraft. We are not required to send you prior notice of NSF Items we pay which create an overdraft or NSF Items we return.

“**Overdraft Service(s)**” refers to specific services that we offer to pay or cover NSF Items, such as a link to a savings account or a line of credit, for which you must qualify and in which you must enroll. We may pay or cover an NSF Item and prevent an overdraft under any such Overdraft Service(s) to the extent you enrolled in any such product and there are sufficient funds available to cover such Item. Please refer to the enrollment form or agreement for the applicable Overdraft Service(s) for details and fees associated with such product. If you are not enrolled in an Overdraft Service(s) or such product(s) is insufficient to cover an NSF Item, we may process and pay such Item and create an overdraft under our standard, discretionary overdraft practices that may be applicable to your account. Whether we pay, authorize, return, decline, or reject an NSF Item under our standard, discretionary overdraft practices depends upon a number of factors, including the amount of the Item, the past activity in your account, and opt-in or opt-out elections you have made.

If you overdraw your account, you agree to repay us immediately, without notice or demand from us. Furthermore, if we elect to authorize or pay NSF Items creating overdrafts on any one or more occasions, we do not waive our rights to refuse to do so at any other time, and do not agree to pay other NSF Items. Except as noted below with respect to ATM transactions and one-time debit card transactions, we will exercise our discretion to pay an NSF Item, create an overdraft, and assess an overdraft fee unless you tell us not to do so, i.e., you may opt-out of our payment of such Items and the creation of an overdraft. Even if you opt-out of payment of such NSF Items and the creation of

an overdraft, there are circumstances when we may still pay or debit your account and create an overdraft, such as when you request that we do so as to a specific Item, when an Item that is credited to your account is subsequently returned unpaid, payment of fees related to the account that have been disclosed, entries made to correct account errors, or other circumstances when we are obligated to pay an Item. However, if your account is a Consumer Account, we generally will not authorize ATM transactions and one-time debit card transactions that would create overdrafts unless you opt-in to our payment of such Items and agree to pay any resulting overdraft fees. **You may opt-in to our payment of ATM and one-time debit card transactions or opt-out of our payment of NSF Items that create overdrafts by calling us at 1-877-367-5371 or by writing us at Renasant Bank, Attn: Payment Services, P.O. Box 4140, Tupelo, MS 38803.** For joint accounts, an opt-out or opt-in election (or the revocation of an opt-out or opt-in election) by one joint account holder will be treated as such an election by all joint holders of such account. In the event of conflicting elections from different joint holders, we may honor either election at our discretion.

Any time your account (including any coverage under an Overdraft Service(s)) does not contain a sufficient Available Balance to pay one or more Items presented to us for payment and we elect to pay any of those Items, we will charge an overdraft fee to your account for each NSF Item we pay. For Consumer Accounts, the overdraft fees charged will not exceed a maximum number of fees charged per day that we establish from time to time. For Non-Consumer Accounts, we will also charge a non-sufficient funds (NSF) fee for each NSF Item we return unpaid. You understand and acknowledge that: (i) an Item may be presented for payment multiple times; (ii) each time an Item is presented for payment against an insufficient Available Balance, it is considered a separate "NSF Item"; and (iii) we do not monitor or control the number of times an Item is presented to us for payment. You agree that, for Non-Consumer Accounts, we may charge you an overdraft fee or NSF fee, as applicable, for each NSF Item presented to us for payment. You agree that since the balance reflected on your bank statement is the "ledger balance" and not the Available Balance, you may incur an overdraft fee and/or, if applicable to your account, an NSF fee even though the statement indicates that the ledger balance was sufficient to pay the Item on the day the item was presented. You agree to pay the overdraft fee or, if applicable to your account, the NSF fee as specified in the Common Fee Schedule and further agree that such fee may be charged to your account without prior notice. You agree to deposit sufficient funds to cover any overdraft and unpaid fees promptly following notice of the overdraft. If you fail to do so and your account is a Non-Consumer Account, we may, without prior notice, assess a continuous overdraft fee in the amount and under the conditions as specified from time to time in the Common Fee Schedule. You also agree that we may collect overdrafts and the related charges from subsequent deposits, including direct deposits of social security or other government benefits and deposits into other accounts you may own (unless otherwise prohibited by law or regulation). You also agree to reimburse us for any costs we incur in collecting an overdraft from you including, without limitation, reasonable attorney fees and the costs of litigation, to the extent permitted by law. You can avoid fees for overdrafts and, if applicable to your account, non-sufficient funds and the possibility of returned checks or other Items by ensuring that your account contains a sufficient Available Balance for all your transactions. Banking services that may assist you to avoid overdrafts and returned Items include direct deposit and electronic banking, including online alerts. Please also inquire about our Overdraft Service(s). The fees that apply to our Overdraft Service(s) may be lower than overdraft fees and, if applicable to your account, NSF fees.

**9. ATM Card or Debit Card Transactions.** When you use your ATM Card or Debit Card to make a withdrawal at an ATM or if

you make a purchase at a point of sale ("POS") and use a personal identification number ("PIN"), we will generally reduce the Available Balance (as more fully explained above in Section 6) in your account by the amount of the transaction at the time of the transaction. The actual transaction will generally be posted that same Business Day along with all other transactions as part of our normal posting process. If the transaction is made after our processing cut-off time (which is currently 6:00 p.m. Central Time but may change from time to time in our discretion), we will place a hold on your account for one (1) Business Day for the amount of the transaction.

If you use your Debit Card at a POS and use your signature to authorize the transaction, we will place a hold on your account for the amount requested by the merchant if the merchant obtains pre-authorization for the transaction ("Authorized Transaction"). In many cases the amount of the hold requested by the merchant on an Authorized Transaction will be the same as the amount of the actual transaction; however, this may not be the case in those instances where the final transaction amount is not known at the time that the pre-authorization is requested (such as an Authorized Transaction made at a hotel, restaurant, gas station or similar merchant). In these cases, the amount of the hold may be more or less than the amount of the actual transaction, and you acknowledge that there is no way for our processing systems to know whether the hold amount and the actual transaction amount are the same until such time as the Authorized Transaction is presented for payment. The hold will last until the earlier of the expiration of the hold period or the Business Day we pay the Authorized Transaction on your account. The hold period ordinarily will expire at the end of the third (3<sup>rd</sup>) Business Day after the authorization, but could last longer depending on the type of merchant and/or transaction and the payment processor's guidelines. The Available Balance of your account will be reduced by the amount of the hold during this period of time. This means that the amount of the funds held will not be available to pay other Items, such as checks, Debit Card, or ACH transactions that are presented for payment during the time that the funds are held and may result in overdraft charges (or NSF charges, if applicable to your account) if the amount of Items presented exceeds the Available Balance during the time that the hold is in place. If the Authorized Transaction is not presented for payment within the hold period, we will release the hold, which will increase the Available Balance in your account by the amount of the Authorized Transaction until the Authorized Transaction is presented for payment. If we release the hold on your account and you use those same funds to make other purchases or withdrawals, your account may become overdrawn.

It is your responsibility to keep track of all of the transactions you have made on your account. Pre-authorization requests may be in amounts different from the total amount of the sales slip. Also, if any of the information provided to us for the pre-authorization does not match the information provided us for the Authorized Transaction, such as Debit Card number, merchant number, pre-authorization key number or transaction amount, our computer system may not be able to match the Authorized Transaction with the pre-authorization, and the pre-authorization hold may remain on your account until the expiration of the hold period, even if the Authorized Transaction has actually posted to your account. You agree that we will not be liable to you for wrongful dishonor of any check, Debit Card transaction, ATM card transaction, ACH transfer, withdrawal or other debit Item on your account that is not paid by us or is returned by us unpaid due to a pre-authorized hold during the period of time the hold is in place, even if the Authorized Transaction has posted to your account.

**10. Accounts Opened Through the Online Banking Service.** By completing an application and opening your account online through the Online Banking service, funding the account, initiating any transaction on the account, or using any of the services provided

through the Online Banking service, you agree to be bound by the terms of this Agreement. By electronically signing/accepting this Agreement, you and, if applicable, any joint account holder acknowledge that you have read, understand and agree to the terms of this Agreement. When opening your account online, you may or may not be provided a signature card for each owner or authorized signatory on the account to sign and return to us. Regardless of whether or not we provide you with a signature card, you acknowledge that it is your responsibility, as provided in Section 7 above, to request and return to us a signature card signed by you and any authorized signer (including any other account owner) who has authority to write checks or otherwise make withdrawals from the account. As provided in Section 7, if you fail to request, sign, or return any such signature card, you acknowledge that all checks, over the counter withdrawal requests, or other Items presented for payment will be processed and paid without regard to the fact that a signature card has not been requested, signed, or returned. Notwithstanding the foregoing, you understand and agree that for purpose of establishing the authentic signature of you or any authorized signer on the account, we may, but are not required to, look to the signature(s) of you or any authorized signer on any checks presented for payment on the account or any signature that appears on any other transaction with us now or in the future, and we may rely, in our sole discretion, on any such signature to establish the authenticity of and authority for payment of any signature based transaction on the account. As provided in Section 7, you also agree that your failure to request, sign, or return to us any signature card shall be a waiver of any claim that you may have against us for paying checks on your account even if you claim the signature is not authorized. You further agree that we are not liable for making payment on any and all such checks, and that our payment of such checks and this procedure is commercially reasonable. You also agree to indemnify and hold us harmless from any loss incurred by us as a result of your failure to request, sign, or return any such signature card to us. If you do not request, sign, or return to us any such signature card, you assume all liability for any and all unauthorized transactions. If we send you notice, as provided in Section 37, seeking confirmation of an account opened online or otherwise via electronic signature or your ownership or authority on the account, and you fail to timely respond to such notice, you acknowledge that we may treat such failure to respond as confirmation of the matters set forth in such notice for all purposes under this Agreement. Your obligations contained in this Section 10 are in addition to other obligations contained in this Agreement.

**11. Authority.** You will not grant any person authority to conduct business with us on your behalf until we have reviewed the terms of your authorization and have accepted such authorization. This includes authority such as power of attorney, bill-paying arrangement, or other method. If we dishonor Items, you will not claim that we wrongfully dishonored Items presented to us before we accepted the authorization. If you have not given us the proposed authorization for advance review, we may, in good faith, honor Items and instruction from the person you authorized. Unless prohibited by law, we have no obligation to recognize and we may, with or without cause, refuse to honor powers of attorney that you grant to others. We will not accept a power of attorney on fiduciary accounts or other accounts not owned by a natural person. We may further restrict the right of your attorney-in-fact to receive cash withdrawals and may restrict the right of such attorney-in-fact to initiate any non-signature transactions on your account. If multiple powers of attorney are presented to us and we are uncertain as to who has authority, we may refuse to honor any of the powers of attorney.

You agree that we may honor transactions initiated by your attorney-in-fact without making a determination as to whether the power of attorney has been revoked or whether the transaction is within the authority of the power of attorney. The authority of your attorney-in-fact to act on your behalf shall terminate upon our receiving actual

notice of your death or upon receipt of written revocation from you that is complete in all material respects in order to allow us to act on the revocation. In either instance, you agree that we will have a reasonable opportunity to act on this notice of your death or our receipt of your revocation prior to any action by us with respect to the account or any Item. You agree that for any power of attorney to be revoked by notice of your death, the notice of your death must actually, rather than constructively, come to the attention of the person who initially accepted the power of attorney on our behalf. You agree that one Business Day to act upon a revocation or notice of your death is a reasonable amount of time.

You hereby indemnify and agree to hold us harmless from any loss, cost, or expenses, including reasonable attorneys' fees, incurred by us as the result of our actions or our refusal to act on instructions provided to us by your attorney-in-fact. You will not hold us responsible if some person you authorized to do business with us misapplies your money. You assume all risk of improper acts by such person. We may consider an authorization valid until we actually receive written revocation of it and have had reasonable time to review and act upon it. If we accept an authority, we may revoke our acceptance of that authority at any time at our discretion. If you voluntarily disclose information about the account that would permit some person to initiate a debit to the account (such as account number, bank routing number, and next unused check number) to a person or entity who wants to sell you goods or services, then you will be deemed to have authorized us to pay any debit to your account that person initiates. You authorize us to pay such Items if presented for payment against your account. Your failure to examine your statement and to notify us of your objection to our payment of these Items as required in Section 35 of this Agreement shall constitute authorization by you for us to charge against your account any subsequent Item generated by the same third party. If you no longer wish such subsequent Items to be charged to your account, we may require you to close that account with us.

**12. Account Ownership.** The following Sections 13 through 20 address account ownership, beneficiary designation (if any) and authorized signers. You must select the form of account and the designation of the beneficiary. We do not make any representations as to the appropriateness of the type of account that you select or whether the type of account that you select meets your needs. Your choice of the type of account that you open is specified on the Signature Card or other account records. Your choice impacts who gets the funds in your account at your death. Without regard to the type account you choose, you acknowledge and agree that our relationship with you concerning the account is that of a debtor and creditor and no fiduciary relationship exists between you and us.

**13. Individual/Single-Party Account.** An individual/single-party account is an account in the name of and is owned by one person. An individual/single party account does not create any ownership in any person by survivorship. The named individual may designate others who are authorized signatories on the account.

**14. Multi-Party/Joint Account.** A multi-party/joint account is in the name of two or more persons **with rights of survivorship regardless of whether the conjunction separating the persons' names is an "or" or an "and". (A multi-party/joint account is not community property and is not held as tenants in common nor as tenants by the entirety.)** Funds in a multi-party/joint account are payable to or at the direction of any account holder (**regardless of who contributed the funds and the amount of contributions**). At the death of an account holder, ownership passes to the surviving account holder(s), subject to holds, pledges (to which we have agreed), and our security interest and right of setoff (as it existed immediately prior to the death of the account holder). If there is more than one surviving account holder, the account remains a multi-party/joint account with

right of survivorship, and each surviving account holder has an equal right to account funds even if one of the surviving account holders was the spouse of the deceased account holder. Each depositor of a multi-party/joint account hereby irrevocably appoints the other depositor(s) as his or her attorney-in-fact, to the extent allowed by law and unless otherwise prohibited by us in our sole discretion, to conduct all business with respect to the account including, but not limited to, (1) contracting for services on the account (such as, internet banking, e-statements, combined statements, etc.), (2) issuing stop payment orders, (3) depositing funds to the account, (4) withdrawing funds from the account, (5) overdrawing the account, (6) closing the account and receiving the balance of funds on deposit, (7) changing account types, (8) adding or removing authorized signers, (9) giving other(s) the authority to transact business on the account, (10) pledging to us or a creditor all or part of the account or funds in the account, (11) authorizing release of account information, (12) giving and receiving notices, instructions and account information, (13) adding or removing owners, unless otherwise provided by law, (14) endorsing for any other depositor any Item payable to any other depositor (or payable jointly to any other depositor and any other person) and either depositing the Item in the account or receiving all or any part of the Item in cash, etc., and (15) entering into any agreement with us with respect to the account. The authority granted herein to each depositor shall extend to any conservator, guardian, or other fiduciary or personal representative of such depositor. Subject to Section 11 of this Agreement, each depositor also may appoint one or more attorneys-in-fact without notice to or consent of any other depositor, and no other depositor will have the authority to revoke or limit the power of attorney made by another depositor. We may, at our discretion, require that all depositors sign the power of attorney before we will recognize it. We are not required to remove a depositor from the title to a multi-party/joint account without the written consent of the other depositor(s). We are not required to tell you about actions taken by another joint owner and are not prohibited from advising the other joint owner of actions taken by you. The liability of each depositor on a multi-party/joint account is joint and several (and solidarily if applicable).

**15. “In Trust For” / Payable On Death (POD) Accounts.** If a personal account is opened without a written trust agreement and the account is in the name of one or more depositors for the benefit of one or more beneficiaries, or the account is in the name of the beneficiary by another person, or if the owner(s) of the account designate one or more pay-on-death beneficiaries, all funds in the account will be paid, upon the death of the owner or surviving owners, in equal shares to the person or persons then living who are named as beneficiary or beneficiaries (whether an adult or minor). Payment to such person or persons shall fully release us from all liability. The money in the account will not be inherited by the heirs of the owners(s) of the account or controlled by the will of such owners(s). During the lifetime of the owner(s) of the account, any interest of the beneficiary or beneficiaries in such an account shall be deemed for all purposes to be revocable and only the owners(s) or their designated authorized signers may withdraw funds therefrom. All payable-on-death accounts are subject to applicable law, our security interest in the account, and our right of setoff. We make no representation on the advisability of designating your account as a POD account or whether any designated beneficiary is eligible to be a POD beneficiary under applicable law. You should consult an attorney or other qualified estate planning professional before designating your account as a POD account. We shall not have any liability to you, your heirs, or any beneficiary designated on the account for acting in accordance with the instructions you provide. We have no obligation to notify any beneficiary of the existence of any account or the vesting of any interest in any account.

**16. Uniform Transfers to Minors Account (“UTMA”).** A UTMA is opened by an individual of legal age acting as custodian for a minor. The custodian agrees that funds placed in the account are the irrevocable property of the minor, who is entitled to the funds at age 21 or earlier if required by state law. Until that time, the custodian will control the funds and must abide by state law regarding such accounts, including responsibility for using the funds only for the minor and transferring control of the funds to the minor once he/she reaches age 21 (or earlier if required by state law). The custodian and successor custodians agree to indemnify us for all claims asserted by and/or on behalf of the minor and for our attorneys’ fees and costs. We are not required to ensure that a custodian complies with the law, including, without limitation, the proper use of the funds in the UTMA, but we shall have no liability to the custodian for requiring compliance or satisfactory evidence of compliance with state law. We may refuse to allow the custodian to convert a UTMA account to any other form of account. A UTMA may have only one custodian unless otherwise expressly permitted by state law.

**17. Organization/Business Account.** This type account is owned by a business or organization (such as, for example, a corporation, partnership, limited partnership, limited liability company, etc.). The organization/business (“**organization**”) at our request must provide satisfactory evidence of its existence and designate in writing, in form satisfactory to us, the person(s) permitted to make withdrawals from and take other actions on the account. We have no liability for misuse of account funds by such persons. The designation is binding on the organization until we receive (and have a reasonable opportunity to act on) written notice, in a form satisfactory to us, from the organization that the designation is amended or terminated. You agree that one Business Day to act upon an amended or terminated designation is a reasonable amount of time. The organization agrees to notify us promptly in writing of any change in the legal status of the organization, its name, or in the authority of any person to act for the organization. Unless otherwise provided by law or our policy, all calculations of interest or earnings credit for analysis purposes shall be based on the collected balance in the account for the period of time for which the calculation is made.

**18. Fiduciary Account.** Such account is opened by a “**fiduciary**” (such as, a guardian, conservator, executor/executrix, administrator/administratrix, trustee, custodian, etc.) acting under a “**fiduciary document**” (such as, a court order, trust, will, agreement, etc.) for another person (“**beneficiary**”). At our request, the fiduciary shall provide certification of the existence of the fiduciary relationship and the fiduciary’s status and authority. We are not a fiduciary on the account and may rely on any certification provided by the fiduciary. We are not required to and will not (1) enforce the terms of the fiduciary document and/or (2) monitor the account for compliance with the fiduciary document. We have no duty to ensure proper use of account funds by the fiduciary. We are not liable for misuse of account funds. Each fiduciary agrees to comply with the fiduciary document and to ensure proper use of account funds. Each fiduciary guarantees that all other fiduciaries will comply with all fiduciary documents. Each fiduciary agrees to tell us if a fiduciary document and/or the authority of that fiduciary or another fiduciary changes. Each fiduciary is liable for the actions of that fiduciary and every other fiduciary on the account. Each fiduciary agrees to indemnify and hold us harmless for all claims asserted by and/or on behalf of a beneficiary or another fiduciary and for our attorneys’ fees and costs arising from the fiduciary’s transactions on the account.

**19. Additional Authorized Signatory.** An owner of a personal account may add authorized signer(s) to the account. On a multi-party/joint account, any account owner (by himself or herself without the other account owners) may add an authorized signer to the account and/or may remove an authorized signer even if another account owner

added the authorized signer, but we, in our discretion, may require all owners to act. On any account on which there are authorized signers, the additional authorized signatory is merely designated to conduct transactions on the owner's behalf and does not have any ownership rights in or to the account. Therefore, an authorized signer can make certain transactions on the account (including, but not limited to, deposits, withdrawals, transfers of funds, creation of overdrafts, stop payment on Items, endorsement of Items, receipt of notice, etc.) but cannot add or delete owners. The authority of an authorized signer will not be affected by and will survive the subsequent disability or incapacity of the account owner(s). The authorized signer's authority will end if the owner dies and we receive actual notice of that death, or if there is more than one owner, the authorized signer's authority will end at the death of the last owner and we receive actual notice of that death, and, in either case, we have had reasonable opportunity to act. Actual notice shall mean notice to an employee who has responsibility over administration of the account and who has actual notice of both the existence of the authorized signer and the death of the owner on the account. We have no duty to ensure that transactions are for the owner's benefit.

**20. Special State Law Provisions.** The following terms and conditions are applicable only 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 (but only to the extent necessary to resolve any such conflict in terms) with respect to accounts in the states indicated.

**Alabama & Florida Account Provisions:**

**Single-Party Account.** At death of the party, ownership passes as part of the party's estate, subject to any applicable law granting right of withdrawal to persons other than estate representatives.

**Single-Party Account with a Pay-on-Death Designation.** At death of the party, ownership passes to the designated pay-on-death beneficiaries and is not part of the party's estate.

**Multiple-Party Account with Right of Survivorship.** At death of a party, ownership passes to the surviving party or parties (regardless of who contributed the funds and the amount of contributions and even if one of the surviving account holders was the spouse of the deceased account holder).

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

**Florida Account Provisions:**

**Multiple-Party Account – Tenancy by the Entireties.** The parties to the account are husband and wife, as determined by applicable state law, and hold the account as tenants by the entireties. Upon the death of one of the spouse owners, the account will belong to the surviving spouse owner. We may, at our discretion, require proof of marriage before allowing this account type to be established. If your account is in your name and your spouse's name, it will be deemed for all purposes as a Multi-Party/Joint Account with rights of survivorship in accordance with the terms in Section 14 above **and not as an account of tenants by the entireties** unless the establishment of tenants by the entireties is otherwise expressly designated in writing on the signature card. If your account is deemed to be held by you and a co-owner as tenants by the entireties, either by contract or by state law, then each of you agree that: (i) as between you and the Bank, we will treat the account as any other Multi-Party/Joint Account with rights of survivorship in accordance with the provisions set forth in Sections 4 and 14 above. We may exercise our right of setoff and enforce our security interest in the entire account, even though only one of the

owners is the debtor, and that these rights exist irrespective of who contributed funds to the account. Similarly, we can enforce overdraft liability in the account against any owner individually; and (ii) notwithstanding anything to the contrary in subsection (i), in dealing with any Legal Process (as defined above in Section 5) related to the account, we shall not be obligated to assert any rights or protections afforded by the tenants by the entireties status and absent a court order to the contrary may elect to accept and act on the Legal Process in the same manner as any other joint account without regard to the tenants by the entireties status or may elect to hold funds in the account or otherwise delay acting on such Legal Process pending a judicial determination as to rights of the third party under such Legal Process. Any such determination and election shall be at our sole discretion and without any obligation to do so either to you or to any other party claiming an interest in such Legal Process. You further acknowledge that as to the rights of a third party with interest in such Legal Process we will not be required to make a determination as to whether the account qualifies as a tenants by the entireties account and as to the viability of any protection that may be available to you with respect to the account due to such status, and you agree to bear the responsibility of appearing before the court and invoking any additional protection offered by your tenants by the entireties ownership of the account. Without limitation on the foregoing, it is incumbent on you to assert not only the existence of such tenants by the entireties status but any protections afforded by such status as well.

**Convenience Account (Single-Party Account only).** A convenience account under Florida law is a deposit account, other than a certificate of deposit, in the name of one individual (principal) in which one or more other individuals have been designated as agents with the right to make deposits to and to withdraw funds from or draw checks on such account. (We have no duty to monitor the account to ensure that the agent acts for the principal. We are not liable if agent does not act for the principal.) Only the principal may designate, substitute, or remove an agent. The principal owns the account. An agent has no ownership rights in the account. At principal's death, the account balance is paid to the court appointed personal representative of principal's estate or as otherwise provided by law, subject to any lien and the Bank's security interest and right of setoff.

**21. Disputed Authority – Blocking Transactions.** If anyone claims ownership over funds or control over the entity or organization that owns the funds, and we have a good faith doubt about whether to recognize the claim, we may hold some or all of the balance until the claim is resolved. We may interplead some or all of the balance into court or take other action to determine ownership or control. You also agree that we may take any action we deem necessary and appropriate, including but not limited to holding the funds in the account pending a declaratory judgment, if we question whether you are entitled to the funds in your account for any reason. For example, if you deposit a check payable to another person who has not endorsed the check or if funds are electronically deposited to your account and you are not the named beneficiary of the electronic payment, you will not claim that we wrongfully dishonored Items that were presented to us and returned by us while such a dispute was pending. We may also block, restrict, decline or prevent transactions to or from your account if we, in our sole discretion, deem such action necessary to protect you or us or to comply with any Legal Process (as defined above in Section 5) or other legal requirements. We shall have no liability to you if we take such action to restrict or prevent transactions. Also, if there is a dispute over who has the right to control an entity or organization that owns an account, we, in our sole discretion, may close the account and mail a check payable to the entity or organization to the address associated with the account in our records. If we take such action, we shall have no liability to you or to any person or group asserting a right of control over the entity or organization.

**22. Transfers and Assignments.** You cannot assign or transfer an interest in your account (including, without limitation, a security interest or pledge of your account to someone other than us) unless we agree in writing in advance. We are not required to give consent to a security interest or pledge to someone else. Any actual or purported assignment of the account remains subject to our right of setoff and our security interest. We may assign this Agreement to any directly or indirectly affiliated or unaffiliated company. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or third parties.

**23. Checks and Deposit Slips.** You will use only approved check and deposit slips. You will verify your name, address, telephone, and the numbers in the magnetic ink character recognition (“MICR”) line across the bottom and the face of each document in each order of checks and deposit slips. If there is an error, you will not use the affected documents, but will notify us and the printer immediately. You will not hold us responsible for any amount beyond the replacement cost of any order that is placed through us (and you will bear costs of any order not placed through us). You will not order checks with the same check serial number on every check. Each check must be sequentially numbered.

You understand that we or another bank may use image technology to archive copies of your checks and deposit tickets. You agree that you will only use checks and deposit slips and, when completing documents, will only use ink that can be imaged and that will produce a clear image of the check or deposit ticket.

**24. Lost, Stolen Checks, Counterfeit or Other Unauthorized Checks.** You must notify us immediately if any of your checks or encoded withdrawal tickets are lost or stolen or if a counterfeit or other unauthorized check is presented for payment or is paid on your account. If you believe that your checks have been stolen or if a counterfeit or other unauthorized check is presented for payment or is paid on your account, we may ask that you close your account for your protection and open another account in order to minimize unauthorized access to your funds. If we request you close your account under these circumstances and you fail or refuse to do so, you agree to relieve us of any liability for losses you may incur as a result of the unauthorized use of lost or stolen checks or withdrawal tickets or the payment of subsequent counterfeit or unauthorized checks or debits.

**25. Facsimile Signatures.** If you choose to use a facsimile signature, you authorize us, at any time, to charge you for all checks, drafts, or other orders for the payment of money, that are drawn on us regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen in our files. If you choose to use a facsimile signature, you are responsible, even if you have not presented us with a specimen facsimile signature or if the signature card or account resolution specifies that facsimile signatures will not be used, or if the size, color style of the check, or the size, color or style of the facsimile signature is different from that of the check or facsimile signature you use. We may pay the withdrawal and charge your account for it. You agree to compensate us for all losses, claims, damages or expenses, including reasonable attorneys' fees that result from our payment of a withdrawal bearing a facsimile that resembles your facsimile signature.

**26. Restrictive Legends.** We are not required to honor any restrictive legend on checks you write unless we have agreed to the restriction in a writing signed by an authorized officer of the financial institution. Examples of restrictive legends are “must be presented within 90 days” or “not valid for more than \$1,000.00.”

**27. Stale or Postdated Checks.** We reserve the right to pay or dishonor a check more than six (6) months old without prior notice to

you. You agree not to postdate any check drawn on the account. If you do and the check is presented for payment before the date of the check, we may pay the check unless you have asked us not to pay the postdated check before its date. To do so, you must give us a postdating order for which we may assess a fee. If we do elect to assess a fee for accepting the postdating order, you agree to pay the fee which will be listed in the Common Fee Schedule. You may request an order in person, by mail or by telephone. If you give us oral instructions, we may require you to confirm them in writing. We are not liable to you for paying any stale, or postdated check, and you agree to reimburse us for any loss we might suffer as long as we acted in good faith or exercised ordinary care. Any damages that you incur, and which we may be liable for, are limited to actual damages not to exceed the amount of the check.

**28. Stop Payments.** You may ask us to stop payment on individual checks, or on two or more checks with consecutive numbers, if the Item or Items have not already been paid. A stop payment order must be received in time to give us a reasonable opportunity to act on it before our stop payment cut-off time. Our stop payment cut-off time is one hour after the opening of the next Business Day after the Business Day on which we receive the Item. Additional limitations on our obligation to stop payment are provided by law. We must receive the request in a time and way that gives us a reasonable opportunity to act on it. To be binding on us, a stop payment order must precisely identify the account number, check number, date, and amount of the Item, and the payee. The information must also be accurately reflected on the MICR line of the check. You agree that we cannot stop payment on the check if the information on the MICR line is not correct. You may notify us by mail, telephone, or in person at one of our branch offices. If you notify us by telephone, you must confirm your stop payment order in writing within 14 calendar days; and if you do not provide written confirmation within such time, we may remove the order. If confirmed in writing, stop payments are effective for six (6) months. You must place a new stop payment if you do not want us to pay the check after the previous stop payment order expires. You will be charged a fee every time you request a stop payment, even if it is a renewal of a previous stop payment request. You understand that we may accept or cancel the stop payment request from any of the owners or authorized signers of the account regardless of who signed the check or authorized the transfer. Our acceptance of a stop payment request does not constitute a representation by us that the Item has not already been paid or that we have had a reasonable opportunity to act on the request.

If we have not already paid an Automated Clearing House (ACH) debit from your account, then at your request and risk we may accept a stop payment order on it. The stop payment order takes effect within three (3) Business Days. If you give us oral instructions, we may require you to confirm them in writing. If you do not, we may remove the stop payment after 14 days. Otherwise, your order is effective for six (6) months. For recurring ACH debits on personal accounts, there is an exception. We keep an order you place on recurring ACH debits in effect until the longer of either six (6) months or until we believe the merchant has stopped submitting the recurring ACH debit. To place a stop payment order on an ACH debit, we may require you to provide your name and telephone number, the type of account (checking or savings), the company name and company identification number used by the sender of the ACH debit. You can obtain the company name and company identification number used by your sender from your statement by looking at a prior ACH debit from this sender that posted to your account. If you do not know the amount of the ACH debit, we may still be able to place the stop payment order based on the company name and company identification number of the sender, but this may stop all ACH Items from this sender. If you give us the wrong company identification number, we may pay the Item.

If the information you provide us for the stop payment is incorrect or incomplete (i.e. if the information is not sufficient for us to match the check or ACH debit on which you wish to stop payment) our computer system may not be able to match the check or ACH debit with the stop payment request prior to such check or ACH debit posting to your account. If we are subsequently able to identify the check or ACH debit as a match to your stop payment request during our reconciliation process, despite the missing or incorrect information (each such matched check or ACH debit, a “**Matched Stop Payment Item**”), we will then reverse the posting of the Matched Stop Payment Item and re-credit the funds to your account on the next Business Day after it posted. During the interim between posting and re-credit, however, your Available Balance will have been reduced by the amount of the check or ACH debit that posted and you will not have access to such funds. You agree that we will not be liable to you for wrongful dishonor of any NSF Item (i.e. any check, Debit Card transaction, ATM card transaction, ACH transfer, withdrawal or other debit Item that is not paid by us or is returned by us unpaid due to insufficient funds) during the period of time between the posting and re-credit of the Matched Stop Payment Item, nor will we be liable for or obligated to waive any NSF or overdraft fee that may be charged to your account as a result of our return or payment of such NSF Item.

You understand and agree that even if we honor your stop payment and return the check or ACH debit on which you have stopped payment, you may remain liable to the person to whom you issued the check or ACH debit or to a holder in due course. You also understand and agree that if we fail to honor your stop payment order and pay the check or ACH debit on which you placed the stop payment, you must prove to us that you sustained a loss and we may only be liable to you for the lesser of the amount of the loss or the amount of the Item. You further understand that we have certain rights under the law that we may enforce and you may not be entitled to a refund of the amount of the loss or the check or ACH debit.

**29. Check Truncation.** If you can write checks on your account, you understand that if we receive the checks, the checks will be retained by us and destroyed after a reasonable time period or as required by law or your check may be truncated by the depository or collecting bank. Any request for a copy of any check may be subject to a fee, as indicated in the Common Fee Schedule and as allowed by law. If for any reason we cannot provide you with a copy of a check and you sustain a loss because of our inability to produce a copy, our liability will be limited to the lesser of the face amount of the check or the actual damages sustained by you. We are not liable for any special or consequential loss or damages of any kind.

**30. Unclaimed Property, Inactive/Dormant Accounts.** If you do not use your account for a period of time or your statements are returned to us after a certain period of time, your account and your deposit balance may be considered abandoned under applicable law or inactive/dormant under our policies. If your account meets the requirements of the applicable state law governing unclaimed property, we will close your account and turn the balance over to the applicable state. If your account is inactive and meets our internal policy for inactive/dormant accounts, we may discontinue sending statements to you, stop paying interest on the interest bearing account, or refuse to pay Items on the account. You understand that if your account is considered inactive/dormant under our policies, you will be charged the fee specified in the Common Fee Schedule. You agree that we are relieved of all responsibility if your account balance is escheated in accordance with state law.

**31. Closing Account.** You or we may close your account at any time, with or without cause and with or without notice. You will pay any fees and costs for closing the account, as well as any outstanding Items. Our rights and your obligations survive any closing of the

account or cancellation of this Agreement. You will not claim we wrongfully dishonored Items we return unpaid on or after the day the account was closed. At our discretion, we have the authority to pay an otherwise properly payable check which is presented after the closing of your account. If we receive an electronic credit or payment to you or to your account after your account has been closed, you agree that we may either return the credit to the sender or credit your account for the amount of the payment or deposit. If we post the credit or deposit to your account, you also agree that we may setoff against the balance in the account after we post the credit or deposit to recover any debt that you might owe to us. If we close your account, we may, in our sole discretion, (1) send you a check for the final balance in your account by mail to the address associated with the account in our records; (2) transfer the balance to another account you maintain with us; or (3) take any other appropriate action.

**32. Wire Transfers and Automated Clearing House (“ACH”) Transactions.** This Agreement is subject to Article 4A of the Uniform Commercial Code - Funds Transfers as adopted in the applicable state law that governs your account. If you send or receive a wire transfer, you agree that Fedwire may be used. Federal Reserve Board Regulation J governs transactions made over Fedwire. We provide separate agreements that govern certain types of funds transfers. If one or more separate agreements is applicable, these terms supplement those of such agreements to the extent that these provisions are not in conflict with such agreements. When you originate a wire transfer and you identify the beneficiary’s financial institution, an intermediary bank, or beneficiary by name and number, we and every receiving or beneficiary institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to issue wire transfers in accordance with security procedures established by us from time to time and you agree that such security procedures are commercially reasonable and are not intended to detect errors in the wire transfer. You expressly agree to be bound by any wire transfer request, amendment and cancellations issued in your name and accepted by us in compliance with such security procedure, whether the wire transfer request, amendment or cancellation is or is not authorized. Wire transfers may be made only on our Business Days. We have a cut off time for the receipt of wire transfers. A wire transfer request received by us after the wire transfer cutoff time on a Business Day will be treated as received on our next Business Day. We may change our wire transfer cutoff time and Business Days.

You authorize us to select intermediary bank(s) to complete a payment order even if the payment order specifies another intermediary bank. If we use an intermediary bank(s), you hereby designate that bank an intermediary bank. We are not responsible for the actions or inactions of the beneficiary bank or any intermediary bank. You instruct each intermediary bank, receiving bank and beneficiary bank to deduct its wire transfer fees from the amount of the wire transfer.

You agree that we have no obligation to execute or accept any wire transfer request and we may reject any wire transfer request for any reason without notice to you. We will not be liable to you for damages or interest for failing or refusing to execute or accept a wire transfer request even if you have paid us for, or you have a withdrawable credit balance for, the amount of the wire transfer. If we execute a wire transfer request, you agree that we may deduct the amount of the wire transfer and our fees from your account.

You agree that we have no obligation to act on a request by you to cancel or amend a wire transfer request issued by you but may do so at our option. If we accept a cancellation or an amendment of a wire transfer request issued by you, you must issue the amendment or cancellation in accordance with our security procedures. Cancellations of or amendments to wire transfer requests, if accepted, must be

received by us before the cutoff hour we establish. To be effective, an amendment or cancellation of a wire transfer request must be received at a time and in a manner to give us a reasonable opportunity to act on it before we execute or accept your original wire transfer request. If we accept a cancellation or amendment of a wire transfer request, you hereby agree to indemnify, defend all claims, and hold us harmless from any loss, damages, or expenses, including but not limited to attorneys' fees, experienced by us as the result of our acceptance of the cancellation or amendment.

You agree that we are not required to notify you of any incoming wire transfer, ACH credit entry, or other electronic transfer of funds in your account. If we credit your account with the amount of an incoming wire transfer, ACH credit entry, or other electronic transfer of funds and you make an inquiry on your account and determine that you have received credit, such inquiry does not constitute notice from us of receipt and acceptance of the incoming wire, ACH credit entry, or other electronic transfer of funds. You agree that any notice of such a transfer that we may give you shall not impose any duty on us to notify you of any other such transfer.

If you are a party to an ACH entry, you agree that your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state in which you opened your account, and you further agree to be bound by the rules and regulations of the National Automated Clearing House Association ("NACHA") Operating Rules, Rules of any local ACH, and the rules of any other system through which the entry is made. If you are the Receiver of an ACH credit or debit entry that is designated as an International ACH Transaction under the NACHA Rules, we are required under the NACHA Rules to review the transaction to make sure that it does not violate or conflict with U.S. law. This review may delay the posting of the ACH entry and the entry may not post to your account on the effective date of the entry.

You acknowledge and agree that we are not liable for (and you release us from) any and all loss, liability, and/or damage caused by, arising out of, or resulting from (1) any inaccuracy, act, or failure to act on the part of any person who is not our employee, (2) your negligence or misconduct by you or any person that you have authorized to make a wire transfer request, (3) any error you make in any information you provide us including, but not limited to, the date, name, account or other number, (4) your issuance of a duplicate wire transfer request, (5) any act or omission of intermediary bank(s) or beneficiary bank, (6) our acting or relying on instruction(s) from person(s) who purport to be you or your authorized representative and who follow the security procedures, (7) your election to waive any optional security procedures for wire transfers that we offer (including your failure to understand how such security procedures work to prevent losses), (8) any ambiguity in an instruction or directive given to us, and (9) any errors, failures, or delays in the transmissions of wire transfer requests due to any third party processor, the inoperability of communication facilities, or circumstances beyond our control, including, but not limited to, wire services availability, weather, act of God, epidemic or pandemic, fire, power failure, electrical or computer or Internet failure or interruption, civil disturbance etc. You also agree that we shall not be liable to you or any other person or entity for compensatory, indirect, consequential, special, incidental, or punitive damages.

In addition to other indemnity obligations in this Agreement, you agree to indemnify and hold us, our employees, agents, officers and directors harmless from liability, (1) if the completion of a wire transfer request you issue contains errors or is a duplicate payment order, (2) your breach of this Agreement and/or (3) your negligent acts or omissions in connection with this Agreement.

If you are a consumer and you request a wire transfer primarily for personal, family, or household purposes to a designated recipient in a foreign country, your wire transfer is a "**Remittance Transfer.**" Remittance Transfers are governed by this Agreement and the Remittance Transfer disclosure that we provide to you. The provisions of the Remittance Transfer disclosures shall control over any inconsistent terms between this Agreement and the Remittance Transfer disclosures that we provide to you. If you are a business entity and not a consumer, and your account was not established for personal, family, or household purposes, you hereby acknowledge, agree, represent, and warrant that any and all wire transfers initiated by you to a beneficiary located in a foreign country, are for business purposes only and not for personal, family, or household purposes and are not subject to the provisions of the Electronic Funds Transfer Act and/or Consumer Financial Protection Bureau Regulation E.

**33. Provisional Payment.** Credit we give you with respect to an ACH credit entry is provisional until we receive the final settlement for that entry through a Federal Reserve Bank. If we do not receive final settlement, you agree that we are entitled to a refund of the amount credited to you in connection with the entry, and that we may exercise our option to reverse the credit or require that you reimburse us by way of direct payment.

**34. Notice of Receipt.** Under the operating rules of NACHA, which are applicable to ACH transactions involving your account, we are not required to give next day notice of receipt of an ACH Item and we will not do so. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you.

**35. Statements; Duty to Examine.** We will provide you with a periodic statement showing the account activity. We will send the statement to the address in our records for you, and you are considered to have received the statements upon mailing, whether or not you actually receive them. If you have asked us to hold your statement we may refuse your request, but if we agree, you are considered to have received the statement when we make it available for you to pick up regardless of whether it is picked up or by whom. **You must examine your statement of account immediately upon receipt of the statement or after it is otherwise made available to you.** You acknowledge and agree that our statements provide sufficient information to determine the identification and authenticity of any transaction including but not limited to, whether any are forged, altered or unauthorized, if the statement includes the Item number, amount and the date the Item posted to your account. Notwithstanding the foregoing, if your account is an account, such as a savings account, that does not provide the Item number, the amount and the date the Item posted to the account are sufficient information to determine if there is an error or the transaction is not authorized. If you discover (or reasonably should have discovered) any unauthorized payments, alterations, errors, or Items that are otherwise not properly payable, you must promptly notify us in writing of the relevant facts. **If you fail to examine your statement and notify us, we will not be responsible for any loss suffered by you.** The loss could be not only with respect to Items on the statement but also includes other forged, altered, or unauthorized Items by the same wrongdoer. You agree that the time you have to examine your statement and report to us will depend on the circumstances, but that such time will not, in any circumstance, exceed a total of thirty (30) days from when the statement is mailed or otherwise first made available to you. If an Item was altered or drawn without authorization, and it was done so cleverly that a reasonable person could not detect it, and we were not negligent in any material way, you will not hold us responsible for the loss.

You further agree that if you fail to report any unauthorized signatures, alterations, forgeries, Items that are not otherwise properly payable, or errors in your account, including any deposits for which you have not

received credit, within sixty (60) days of when we make the statement available, you cannot assert a claim against us on any Item(s) in or described on that statement or any errors, and the loss will be entirely yours. This sixty (60) day limitation is without regard to whether we exercised ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section. If you do not receive a statement from us, it is your responsibility to advise us that you did not receive a statement. If you do not receive a statement from us because you have failed to claim it, have supplied us with an incorrect address or failed to update us when you changed your address, we may stop sending your statements until you specifically make written request that we resume sending your statements after you supply us with a proper address. You understand that updating your address when submitting a new or additional signature card does not constitute notice to us of an updated address; you must instead send us notice of your new address in accordance with Section 37 below.

If unauthorized transactions are posted to your account, you agree to assist us in investigating the unauthorized transactions to determine the person or persons that initiated the transactions. Your assistance includes, but is not limited, to providing a statement under oath to us, cooperating with us in the prosecution of your claim, and filing reports and complaints with the appropriate law enforcement authorities. If you refuse or fail to assist us, we will consider your refusal as a withdrawal of your complaint and your acknowledgement that the transactions in question are valid and authorized.

If you are a business and we have offered fraud detection or prevention processes, procedures, and systems to you, such as the positive pay service, and you refuse to use such services, you agree that you are precluded from making a claim that a transaction that could have been detected or prevented through the use of the service, is not authorized.

You shall not initiate any legal proceeding or action against us for any claim which you may have regarding any such errors, discrepancies or irregularities, including, but not limited to those listed above unless: a) you have given the written notice described above; and b) such legal proceeding or action has been commenced within one year after the date when such statement or advice was mailed or made available to you.

Notwithstanding the foregoing, you agree to monitor the transactions on your account each Business Day and advise us before 1:00 p.m., Central time, if any unauthorized electronic Item(s) has been debited to your account or if your account has been debited as settlement for a funds transfer that you did not originate. Unless prohibited by law, you agree to be liable for the amount of any unauthorized electronic Item(s) or unauthorized funds transfer settlement that could have been returned or reversed if you had provided us with timely notice.

**36. Electronic Delivery of Statements.** As an alternative to receiving your periodic statement via the mail or in person, if available, you may elect to receive your account statements electronically (“**eStatement**”) on the accounts selected by you for eStatement. To elect eStatement on an account, you must complete the on-line enrollment process for eStatement through Renasant Online Banking. You cannot elect to receive an eStatement unless you are a Renasant Online Banking customer and you consent to receive your statements and other information electronically. You must consent to our agreement governing eStatement (the “**Electronic Communication Delivery Authorization and Agreement**”) and accept the terms of the agreement governing your Online Banking (the “**Renasant Online Banking Service Agreement**”). If you elect to receive eStatements, the Renasant Online Banking Service Agreement and the Electronic Communication Delivery Authorization and Agreement are incorporated by reference and made a part of this Agreement. Terms not otherwise defined in this Agreement shall have the definition

ascribed to those terms in the Renasant Bank Online Banking Service Agreement and the Electronic Communication Delivery Authorization and Agreement. By electing to receive an eStatement, you affirmatively elect and authorize us, at our discretion, to electronically deliver to you the periodic account statements, disclosures, notices and other documents listed in the Electronic Communication Delivery Authorization and Agreement. At our discretion, you may or may not receive a periodic statement or other disclosures, notices, or documents by mail or in person. Your eStatement will be available on the next Business Day following the end of the statement cycle for your account. An eStatement is available on-line for at least twenty four (24) months (or such other period we may set from time to time) following its initial posting. You agree to download your eStatement and save in electronic form or print a hard copy for your records. The same terms apply with respect to eStatements as for those delivered in paper form, and all of the provisions of this Agreement and the disclosures that you have previously received from us remain in effect.

You agree that if an e-mail from us to you is undeliverable, we have no duty to resend the information. You understand and agree that there are risks associated with e-mails and with the Internet and that we cannot guarantee the authenticity, privacy or accuracy of information sent or received by e-mail or the Internet or the authority of persons using your e-mail address and/or computer to send or receive information. You assume all risks of communicating via e-mail and/or the Internet. **DO NOT SEND NONPUBLIC PERSONAL FINANCIAL INFORMATION TO US VIA UNSECURE E-MAIL.** You release us and agree that we are not liable to you for losses or damages resulting from the interception or unauthorized use by a third party of any information transmitted via e-mail or the Internet and/or the use of e-mail or the Internet for the transmission of information. You agree that you are responsible for your computer and your Internet address. You acknowledge and agree that we do not warrant that the eStatement service will be uninterrupted, timely or secure or will meet your requirements or expectations. eStatement is provided to you **AS IS** and **WITHOUT WARRANTY**. **USE OF eSTATEMENT IS AT YOUR SOLE RISK. WE ARE NOT LIABLE FOR AND DO NOT OWE ANY DAMAGES (CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL OR PUNITIVE) TO YOU OR ANOTHER** for delays or non-performance of the eStatement service, unauthorized access, security breaches, equipment failure or malfunction, computer or Internet access malfunction, communication failure, computer virus, problems that may be associated with the use of the Internet and/or an on-line system, conditions or circumstances that are not within our control, power disruptions or shortages, damage to your computer or data (including loss of data) and/or anything arising out of or related to eStatements.

You may cancel your eStatement by contacting us during our normal business hours or by sending us a message via Renasant Online Banking. You agree that we have a reasonable period of time to act on such termination. (After termination, you may get a copy of an account statement that was electronically delivered to you by calling us and paying our research and copying fees.) At any time, in our sole discretion, without notice to you, and without liability to you, we may remove an account from eStatement service and/or we may terminate and/or modify eStatement service. eStatement service terminates if you are not a Renasant Online Banking customer or if you no longer have e-mail service. If eStatement service is terminated on an account, account statements (if provided for that type account) will thereafter be put in the mail addressed to the statement mailing address for that account in our records. If eStatement service is terminated on an account type where eStatement service is required as one of the conditions for waiver of the monthly maintenance fee otherwise applicable to such account, then the termination of eStatement service will result in resumption of the monthly maintenance fee being charged to the account. Your duties under this Agreement survive termination

of eStatement service. Termination of eStatement service will not terminate the Electronic Communication Delivery Authorization and Agreement. The Electronic Communication Delivery Authorization and Agreement must be terminated in accordance with the provisions of the Electronic Communication Delivery Authorization and Agreement.

**37. Notices and Communications.** We may send you communication at the last address you gave us in writing. You will send us communication at our address in this Agreement (except as provided in Section 53(a) for an arbitration rejection notice). The postmark or postage meter date, except where this Agreement requires that something be “actually received,” determines when communication occurred. We may also give you notice by electronic delivery by posting a notice on our website or electronic delivery to the e-mail address in our records for you. Notice sent by you to us is not effective until we have received it and have a reasonable opportunity to act on it. Written notice sent by us to you is effective when mailed to the last address supplied to us in writing or when e-mailed to the e-mail address in our records for you. You will notify us immediately of any change in your name, address, telephone number, e-mail address, or taxpayer identification number. Do not send nonpublic private financial information to us via un-secure e-mail.

By providing us with or calling us from your phone number (whether landline or mobile), you authorize us to contact you at that number for informational and account service purposes. For example, we may contact you about holds placed on your account, fraud alerts, electronic banking authentication, amounts you owe us on your accounts (collection calls), or new or additional services you have requested (but not for unsolicited telemarketing purposes). It may include contact from companies working on our behalf to service your accounts. You authorize us to contact you in any manner, including by means of automatic dialing technology, artificial or prerecorded voice messages, text messages, or wireless push notifications. Your authorization applies to any number you provide to us now or in the future. You may incur charges from your carrier for receiving calls or messages. **We will never initiate contact to you to ask for or to verify sensitive or confidential information, such as account numbers, debit card PINs, user names, passwords, one-time security codes, etc.**

**38. Account Type and Payment of Interest.** The account type is noted on the signature card or other official account records we maintain. If a demand account, it will not earn interest. If a savings or negotiable order of withdrawal (NOW) account, we reserve the right to require seven (7) days written notice before any withdrawal. If a NOW account, if any entity not allowed by federal regulations to have such an account becomes an owner, we will convert the account into a checking or savings account. If a certificate of deposit (CD) account, you agree to keep the principal amount deposited in your account for a specified period of time, and any withdrawals made before the end of such period may be subject to an early withdrawal penalty. For a CD account that automatically renews at maturity, we will set the interest rate for the renewal term at our discretion based on then current rates we are offering. We have given you disclosures explaining applicable transaction limits, fees, interest, rates, and balance requirements. You agree that our fees and charges need not be based upon the cost of providing the service or administering the event to which the fee or charge is associated, but may be based on other considerations such as the expense of providing account services, generally similar charges of other financial institutions with which we compete, revenues we receive, and the deterrence of abuse of an account.

**39. Cashing Checks.** If a payee of a check you have written on your account with us presents the check over the counter to us for immediate payment in any of our offices, we may require identification

and proof of authority satisfactory to us to establish the identity and the authority of the person presenting the check. We (without liability) may refuse to pay a check drawn on your account presented by a payee or holder of the check for immediate payment at one of our branches if (1) we have a concern about the authority or identity of the person presenting the check, (2) our computers are not working properly, (3) the amount of the check exceeds \$5,000 or such other limit we may set from time to time, or (4) we, in our sole discretion, are suspicious about the transaction such as, by way of examples only, we question the authenticity of the Item or we believe the Item was procured as a result of elder abuse. You agree that our refusal to pay such a check is not wrongful dishonor. If the payee does not have a deposit relationship with us, we may also require a fingerprint before we pay the check, we may charge a fee for paying the check, or we may refuse to pay the check. From time to time, we may also impose other requirements that we consider appropriate. We have no liability to you for refusing to pay the check or charging a fee.

**40. Illegal Activities.** You agree not to use your account for any illegal purpose and you agree to comply with all applicable laws, rules, and regulations governing your account. You specifically agree that you will not use your account to conduct transactions relating to unlawful Internet gambling or any other activity illegal under applicable federal or state law. If we suspect that you are using your account for any illegal purposes or fraudulent activity, you agree that we may take any action we deem appropriate in our sole discretion including but not limited to closing the account, placing a hold on the funds in your account, refusing to accept Items for deposit, or dishonoring Items presented for payment. You agree that you will not claim that we wrongfully dishonored any Item if we return an Item under the terms of this provision.

**41. Fees, Service Charges and Balance Requirements.** You agree to pay us and are responsible for any fees, charges or balance/deposit requirements as provided in the Common Fee Schedule and the Commercial Schedule of Fees (if applicable), as such are amended from time to time. Your Commercial Schedule of Fees can be found at [https://www.renantbank.com/schedule\\_of\\_fees.htm](https://www.renantbank.com/schedule_of_fees.htm). You agree that we may amend our Common Fee Schedule from time to time and you agree to be bound by the terms of the amended Common Fee Schedule. You further agree that we may amend the Commercial Schedule of Fees from time to time, with or without any notice other than the posting of a revised Commercial Schedule of Fees at the aforementioned link. We also reserve the right to impose a service charge for cashing checks drawn on your account if the person cashing the check is not a customer of this financial institution. We may deduct fees and other amounts you owe us under this Agreement from your accounts with us at any time without prior notice of any deductions. If there are not enough funds in your account to cover the fees and other amounts you owe us, we may overdraw your account. You agree to pay us immediately all amounts you owe us.

**42. Expenses.** You will pay any expenses we incur in good faith related to this Agreement, such as fees on Items sent for collection, foreign exchange charges, and unreimbursed research and copying fees when some person requires records about our relationship, and attorneys' fees we incur in good faith because of concerns about the account, whether or not litigation (including an interpleader action) has begun, including such fees through trial and all appeals, plus court costs. You also agree to pay any expenses that we incur, including attorneys' fees in responding to any subpoena, writ, government agency or judicial order, search warrant, or other order, which we may be required to respond to regarding your account or your relationship with us. You agree that we may debit these fees to your account even if it causes your account to go into overdraft.

**43. Credit Report.** You authorize us to obtain reports about you periodically from organizations such as consumer reporting agencies, check reporting services, and other credit reporting entities, and to provide them information. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

**44. Customer Identification Program.** To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means to you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

**45. Amendments and Alterations.** We may change the terms of this Agreement and the services that we provide at any time. We may add new terms, delete terms or replace this entire Agreement with a new agreement. We will ordinarily send you advance notice of any change to this Agreement that is adverse to your rights or obligations. If we give notice of a change, notice will be given to you at any time by mailing notice to your address shown on our records, by including a notice with or on your statement, by posting a notice of any such changes at our main office, by posting a notice on our website, by sending you an e-mail, or by whatever notice requirements that may be required by law. If you have more than one account with us, you agree that we may send only one notice applicable to all of your accounts and will not be required to send a separate notice for each account unless otherwise required by law. If you use the account, or continue to maintain your account with us, after the effective date of a change, that indicates your acceptance of the changes. If you do not agree to the changes in the terms of this Agreement, you may close your account.

**46. No Waiver.** You understand and agree that no delay or failure on our part to exercise any right, remedy, power or privilege available to us under this Agreement shall constitute a waiver thereof or affect or preclude our future exercise of that right, remedy, power or privilege.

**47. 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.

**48. Severability.** Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining terms or provisions hereof, and any such invalidity or unenforceability in any such jurisdiction shall not invalidate or render unenforceable such term or provision in any other jurisdiction; provided, however, that any such invalidity or unenforceability does not deny any party hereto any of the basic benefits of the bargain contemplated by this Agreement.

**49. Force Majeure.** We shall not be liable for any loss or damage to you caused by our failure to provide any service or delay in providing such service resulting from an act of God, act of governmental authority, legal constraint, war, terrorism, fire, catastrophe, epidemic or pandemic (or governmental actions in connection therewith), or electrical computer, mechanical, telecommunications or internet failure, or failure of any agent or correspondent or any other cause beyond our control.

**50. Liability. YOU AGREE THAT WE SHALL NOT BE LIABLE FOR INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES REGARDLESS OF THE**

**FORM OF ACTION AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

**51. Indemnification.** Without limitation on any other indemnification provision in this Agreement, you will indemnify us against, and hold us harmless from, any and all losses, damages, costs, and attorney, accountant and expert fees that we incur because of your failure to abide by any of the terms of this Agreement.

**52. Notice and Cure.** Prior to asserting a Claim (as such term is defined in Section 53(c) below) in litigation or arbitration, the party asserting the Claim (the "Claimant") shall give the other party (the "Potential Defendant") written notice of the Claim (a "Claim Notice") and a reasonable opportunity to resolve the Claim. Any Claim Notice must explain the nature of the Claim and the relief that is demanded. The Claim Notice must be sent by U.S. Mail. The Potential Defendant shall have at least 30 days after receiving the Claim Notice to attempt to resolve the Claim except for Claims requiring some form of expedited injunctive relief in a shorter period. The Claimant must reasonably cooperate in providing any information about the Claim that the Potential Defendant reasonably requests. Further the Claimant, on request, shall meet with the Potential Defendant (or an authorized representative thereof) either in person or by video or telephone conference to discuss possible compromise or other resolution of the Claim. Any such meeting that you attend in person must take place in a venue reasonably convenient to you. The Claimant and the Potential Defendant may have a lawyer or other representative present for such meeting. Rule 408 of the Federal Rules of Civil Procedure shall govern the admissibility of all statements, conduct or other discussions between the Claimant and the Potential Defendant regarding the possible compromise or resolution of the Claim. On request, we will pay any reasonable, out-of-pocket expenses you incur in attending or participating in any such meeting.

Any Claim Notice to you shall be sent in writing to the current address we have for you in our records. If there are multiple parties on the account, we may send the Claim Notice to any of you. A Claim Notice from us may be in the form of a collection letter or a notice demanding payment of a negative balance under the account. Any Claim Notice to us shall be sent by U.S. Mail to the General Counsel, Renasant Bank, P. O. Box 709, Tupelo, MS 388020709, Attn: Claim Notice (or any updated address we subsequently provide). Any Claim Notice you send must provide your name and account number, as well as your address and a phone number where you can be reached during normal business hours. You may only submit a Claim Notice on your own behalf and not on behalf of any other party. No third party, other than a lawyer you have personally retained, may submit a Claim Notice on your behalf.

Any statute of limitations applicable to the Claim described in the Claim Notice shall be tolled during the period between the date that the Claim Notice is mailed and the later of: (1) 60 days after the Claim Notice is received, or (2) 30 days after either Claimant or Potential Defendant informs the other that good faith efforts to resolve the Claim informally have ceased (the "Tolling Period"). Unless prohibited by applicable law, (1) a lawsuit or arbitration proceeding may not be commenced unless the Claimant has complied with this Notice and Cure provision, (2) the court will have authority to enforce this Notice and Cure provision, including the power to dismiss or stay the filing or prosecution of a lawsuit or an arbitration unless the Claimant has complied with this Notice and Cure provision, and (3) the arbitration Administrator (as such term is defined in Section 53(e) below) is without authority to accept or administer any arbitration proceeding prior to the termination of the Tolling Period unless the Claimant has complied with this Notice and Cure provision. Any subsequent arbitration shall be governed by the terms of Section 53 below captioned "Waiver of Jury Trial and Arbitration Provision."

**53. WAIVER OF JURY TRIAL AND ARBITRATION PROVISION. READ THIS ARBITRATION PROVISION CAREFULLY. IF YOU DO NOT REJECT ARBITRATION IN ACCORDANCE WITH SUBPARAGRAPH (a) BELOW, THIS ARBITRATION PROVISION WILL GOVERN ANY AND ALL CLAIMS AND DISPUTES ARISING IN CONNECTION WITH YOUR ACCOUNT AND WILL HAVE A SUBSTANTIAL IMPACT ON THE WAY YOU AND WE WILL RESOLVE ANY SUCH CLAIMS AND DISPUTES, NOW OR IN THE FUTURE. FOR EXAMPLE, IF YOU DO NOT REJECT THIS ARBITRATION PROVISION, WE CAN REQUIRE INDIVIDUAL ARBITRATION OF ANY LEGAL DISPUTE BETWEEN YOU AND US REGARDING THE ACCOUNT (EXCEPT A SMALL CLAIMS COURT ACTION AND CERTAIN OTHER EXCEPTIONS SET FORTH HEREIN) AND YOU WILL NOT HAVE THE RIGHT TO A JURY TRIAL OR TO BRING OR PARTICIPATE IN ANY CLASS ACTION OR OTHER REPRESENTATIVE PROCEEDING IN COURT OR IN ARBITRATION.**

(a) Your Right to Reject Arbitration: If you do not want this Arbitration Provision to apply to your account, you may reject it by mailing us a written rejection notice which gives your name(s) and account number and contains a statement that you (both or all of you, if more than one) reject this Arbitration Provision. The rejection notice must be sent via U.S. Mail to the General Counsel, Renasant Bank, P. O. Box 709, Tupelo, MS 38802-0709, Attn: Arbitration Rejection. A rejection notice is only effective if it is postmarked within thirty (30) days of the opening of your account. The date you open your account will be the date shown on the signature card portion of the agreement initially used to open the account or on other official account records we maintain. No execution of a replacement or updated signature card for the account shall give you any new or renewed right to reject this Arbitration Provision. Rejection of this Arbitration Provision will not affect the remaining parts of the Agreement. In the case of joint ownership of an account, one owner's rejection of this Arbitration Provision will be deemed to be a rejection of this Arbitration Provision by all joint owners. In all other circumstances, your rejection of this Arbitration Provision shall not be imputed to any other person or entity or be deemed to be a rejection of this Arbitration Provision by any person or entity other than you. Nor shall your rejection of this Arbitration Provision eliminate the obligation of other persons or entities who wish to reject this Arbitration Provision to personally comply with the notice and time requirements set forth in this subparagraph (a).

(b) Parties Subject to Arbitration; Certain Definitions: Solely as used in this Arbitration Provision: (a) the terms "**we**," "**us**" and "**our**" include: (i) Renasant Bank, its parents, subsidiaries and affiliates, their predecessors, successors, and assigns, if any, and the employees, officers, directors and controlling persons of all such companies and banks (the "**Bank Parties**"); and (ii) any other person or company who provides any goods or services in connection with the account if you assert a Claim against such other person or company in connection with a Claim you assert against any Bank Party; and (b) the terms "**you**" and "**your**" include: (i) each holder or owner of the account, each person who signs a signature card for the account or who is otherwise designated as an authorized signer on the account, and their respective heirs, successors, representatives and beneficiaries (including pay-on-death and similar beneficiaries); and (c) the term "**account**" includes any account maintained by Renasant Bank and any updated or substitute account for the same accountholders, regardless of the execution of a new or substitute signature card for the account.

(c) Covered Claims: "**Claim**" means any past, present or future claim, dispute or controversy between you and us that in any way arises from or relates to this Agreement, your account, any ATM

Card, debit card, check card or similar card, any account transaction or attempted transaction (including deposits, payments, transfers and withdrawals, whether by check, card, ACH or otherwise), overdraft protection services, any overdraft line of credit or overdraft transfer agreement, non-sufficient funds and overdraft items, and the advertising, disclosures, practices and procedures related to the foregoing. "Claim" includes disputes arising from actions or omissions prior to the date of this Agreement (or prior to the time this Arbitration Provision becomes part of the Agreement). "Claim" also means data breach or privacy claims arising from or relating directly or indirectly to our disclosure (or disclosure by a third party acting on our behalf) of any non-public personal information about you; disputes arising from communications involving telephones, automatic dialing systems, artificial or prerecorded voice messages, SMS text messages or facsimile machines; disputes concerning your application or other information you gave us before opening your account; and disputes arising from or related to the relationship(s) between you and us resulting from any of the foregoing Claims. "Claim" has the broadest reasonable meaning, and includes initial claims, counterclaims, cross-claims and third-party claims. It includes disputes based upon contract, tort, consumer rights, fraud and other intentional torts, constitution, statute, regulation, ordinance, common law and equity (including any claim for individual injunctive or declaratory relief).

However, "Claim" does *not* include any claim, dispute or controversy that would otherwise be covered by the foregoing definition but which is prohibited from such coverage by the federal Military Lending Act or its implementing regulations. Moreover, "Claim" does not include any dispute about the validity, enforceability, coverage or scope of this Arbitration Provision or any part thereof (including, without limitation, subparagraph (g) below, captioned "Prohibition Against Certain Proceedings" (the "**Class Action Waiver**"), subparts (i) and (ii) in subparagraph (m) below, captioned "Severability," and/or this sentence); all such disputes are for a court and not an arbitrator to decide. Notwithstanding the foregoing, the term "Claim" includes any dispute about the validity or enforceability of this Agreement as a whole.

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

(d) Starting an Arbitration: To the extent permitted by the Federal Arbitration Act (the "**FAA**") and any other applicable federal law, arbitration may be elected by either party with respect to any Claim, even if that party has already initiated a lawsuit with respect to that Claim or to a related or different Claim. If a party files a lawsuit in court asserting Claim(s) that are subject to arbitration and the other party files a motion to compel arbitration with the court which is granted, it will be the responsibility of the party prosecuting the Claim(s) to select an arbitration Administrator in accordance with the following subparagraph (e) and commence the arbitration proceeding in accordance with the Administrator's rules and procedures. Even if you and we have chosen to litigate a Claim in court, either party may elect arbitration of a new Claim or of a Claim made by a new party in

that or any related or unrelated lawsuit. Arbitration is elected by giving a written demand for arbitration to the other party, by filing a motion to compel arbitration in court or by initiating an arbitration against the other party. We and you will not demand to arbitrate an individual Claim that you or we bring against one another that is within the jurisdiction of small claims court or your or our state's equivalent court, if any. But if that Claim is transferred, removed or appealed to a different court, we and you then have the right to demand arbitration. After a case is filed with the arbitration Administrator, but before the arbitrator is formally appointed to the case, a party can send a written notice to the opposing party and the Administrator that the dispute is within the jurisdiction of the small claims court (or an equivalent court) and that it wants the case decided by said court. After receiving this notice, the Administrator will administratively close the case without requiring the payment of filing or any other administrative fees. Subject to subparagraph (g) below, captioned "Prohibition Against Certain Proceedings," any party who desires to assert multiple Claims must assert all such Claims in a single lawsuit or arbitration; the defending party must demand arbitration with respect to all or none of such Claims; and if the defending party wishes to bring any counter-Claims, such counter-Claims must be asserted in the same lawsuit or arbitration that will resolve the initial Claims.

(e) Choosing the Administrator: "Administrator" means either the American Arbitration Association ("AAA"), 120 Broadway, Floor 21, New York, NY 10271, www.adr.org; National Arbitration and Mediation ("NAM"), 122 East 42nd Street, Suite 803, New York, NY 10168, www.namadr.com; or any other company selected by mutual written agreement of the parties. If both AAA and NAM cannot or will not serve and the parties are unable to select an Administrator by mutual consent, the Administrator will be selected by a court having jurisdiction. The arbitrator will be appointed by the Administrator in accordance with the rules of the Administrator (which rules include, among others, any rules governing mass arbitrations such as AAA's Supplementary Rules for Multiple Case Filings or NAM's Mass Filing Supplementary Dispute Rules and Procedures). However, the arbitrator must be a retired or former judge or a lawyer with at least 10 years of experience. The party initiating an arbitration may select the Administrator by filing a Claim with AAA or NAM or such other company selected by mutual written agreement of the parties. Notwithstanding any language in this Arbitration Provision to the contrary, no arbitration may be administered, without the consent of all parties to the arbitration, by any Administrator that has in place a formal or informal policy that is inconsistent with the Class Action Waiver.

(f) Court and Jury Trials Prohibited; Other Limitations on Legal Rights: FOR CLAIMS SUBJECT TO ARBITRATION, YOU AND WE WILL NOT HAVE THE RIGHT TO PURSUE THAT CLAIM IN COURT OR HAVE A JURY DECIDE THE CLAIM. ALSO, YOUR AND OUR ABILITY TO OBTAIN INFORMATION FROM ONE ANOTHER IS MORE LIMITED IN AN ARBITRATION THAN IN A LAWSUIT. OTHER RIGHTS THAT YOU AND WE WOULD HAVE IF YOU OR WE WENT TO COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.

(g) Prohibition Against Certain Proceedings: NOTWITHSTANDING ANY OTHER LANGUAGE IN THIS ARBITRATION PROVISION TO THE CONTRARY, FOR CLAIMS SUBJECT TO ARBITRATION: (1) YOU AND WE MAY NOT PARTICIPATE IN A CLASS ACTION IN COURT OR IN A CLASS-WIDE ARBITRATION, EITHER AS A PLAINTIFF, CLASS REPRESENTATIVE OR CLASS MEMBER; (2) YOU AND WE MAY NOT ACT AS A PRIVATE ATTORNEY GENERAL IN COURT OR IN ARBITRATION; (3) UNLESS ALL PARTIES OTHERWISE AGREE IN WRITING, CLAIMS BROUGHT BY OR

AGAINST YOU OR US MAY NOT BE JOINED OR CONSOLIDATED WITH CLAIMS BROUGHT BY OR AGAINST ANY OTHER PERSON; AND (4) THE ARBITRATOR SHALL HAVE NO POWER OR AUTHORITY TO CONDUCT A CLASS-WIDE ARBITRATION, PRIVATE ATTORNEY GENERAL ARBITRATION OR OTHER REPRESENTATIVE ARBITRATION.

(h) Location and Costs of Arbitration: Any arbitration hearing that you attend in person must take place in a venue reasonably convenient to you. Payment of all filing, administration, and arbitrator fees (collectively, the "Arbitration Fees") will be governed by the AAA or NAM Rules or rules of the other Administrator. However, for any arbitrated Claim of yours for an amount less than \$25,000: (a) we will pay or reimburse your share of the Arbitration Fees if you make a written request for us to pay such fees that is on your behalf individually and not on behalf of any other person, if you attempted in good faith but were unable to obtain a waiver of fees from the AAA, NAM or other Administrator, and if your request is reasonable, and (b) we will pay or reimburse your Arbitration Fees if and to the extent you prevail against us in the arbitration or if required by applicable law. The parties shall bear the fees and expenses of their own attorneys, experts and witnesses unless otherwise required by applicable law, this Agreement or the Administrator's rules, but we will pay the reasonable fees of your attorneys, experts and witnesses if and to the extent you prevail against us in the arbitration. If the arbitrator determines that any party's claim or defense is frivolous or wrongfully intended to oppress or harass the other party, the arbitrator may award sanctions in the form of fees and expenses reasonably incurred by the other party (or a re-allocation of the fees and expenses addressed in this Section 53), if such sanctions could be imposed under Rule 11 of the Federal Rules of Civil Procedure. The arbitrator may consider the communications and conduct between the parties during the Notice and Cure period described in Section 52 above in determining whether sanctions should be awarded.

(i) Governing Law: This Arbitration Provision involves interstate commerce and is governed by the FAA and not by any state arbitration law, provided that the law of the state where we are headquartered shall be applicable to the extent that any state law is relevant in determining the enforceability of this Arbitration Provision under Section 2 of the FAA. The arbitrator must apply applicable substantive law consistent with the FAA and applicable statutes of limitations and claims of privilege recognized at law. The arbitrator may award any remedy provided by the substantive law that would apply if an individual court action were pending in court, including, without limitation, punitive damages (which shall be governed by the Constitutional standards employed by the courts) and injunctive, equitable and declaratory relief (but only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual Claim). At the timely request of either party, the arbitrator must provide a brief written explanation of the basis for the award. Any finding, award or judgment from an arbitration of any Claim shall apply only to that arbitration. No finding, award or judgment from any other arbitration shall impact the arbitration of any Claim.

(j) Right to Discovery: In addition to the parties' rights to obtain discovery pursuant to the arbitration rules of the Administrator, either party may submit a written request to the arbitrator to expand the scope of discovery normally allowable under such rules to include, without limitation, the right of each party to depose the other.

(k) Arbitration Result and Right of Appeal: Judgment upon the arbitrator's award may be entered by any court having jurisdiction. The arbitrator's decision is final and binding, except for

any right of appeal provided by the FAA. However, if the amount of the Claim exceeds \$50,000 or involves a request for injunctive or declaratory relief that could foreseeably involve a cost or benefit to either party exceeding \$50,000, any party can, within 30 days after the entry of the award by the arbitrator, appeal the award to a three-arbitrator panel administered by the Administrator. The panel shall reconsider anew any aspect of the initial award requested by the appealing party. The decision of the panel shall be by majority vote. Reference in this Arbitration Provision to “**the arbitrator**” shall mean the panel if an appeal of the arbitrator’s decision has been taken. The costs of such an appeal will be borne in accordance with subparagraph (h) above, captioned “Location and Costs of Arbitration.”

(l) **Rules of Interpretation; Survival:** This Arbitration Provision is binding upon and benefits you, your respective heirs, successors and assigns, and us and our respective successors and assigns. This Arbitration Provision shall survive the closing of the account; any legal proceeding; any breach or default, any transfer of this Agreement or our rights under this Agreement; any bankruptcy to the extent consistent with applicable bankruptcy law; and any termination, amendment, expiration or performance of any transaction between you and us. In the event of a conflict or inconsistency between this Arbitration Provision, on the one hand, and the applicable arbitration rules or the other provisions of this Agreement, on the other hand, this Arbitration Provision shall govern.

(m) **Severability:** If any portion of this Arbitration Provision is held to be invalid or unenforceable, the remaining portions shall nevertheless remain in force, subject to two exceptions: (i) if a determination is made that the Class Action Waiver is unenforceable and that determination is not reversed on appeal, then the Arbitration Provision (except for this sentence) shall be void in its entirety; and (ii) if a court determines that a public injunctive relief Claim may proceed notwithstanding the Class Action Waiver, and that determination is not reversed on appeal, then the public injunctive relief Claim will be decided by a court, any individual Claims will be arbitrated, and the parties will ask the court to stay the public injunctive relief Claim until the other Claims have been finally concluded.

(n) **Special Payment:** If (a) you submit a Claim Notice on your own behalf (and not on behalf of any other party) in accordance with Section 52 above, captioned “Notice and Cure,” and otherwise comply with Section 52 (including its resolution and cooperation provisions); (b) we refuse to provide you with the relief you request before an arbitrator is appointed; and (c) an arbitrator subsequently determines that you were entitled to such relief (or greater relief), the arbitrator shall award you (i) a minimum award equal to the lesser of \$10,000 or three times your Actual Economic Damages (as such term is defined below) and (ii) any other fees and costs to which you are entitled. For purposes of this Arbitration Provision, the term “**Actual Economic Damages**” shall mean objectively verifiable monetary losses arising from the Claim and such term excludes exemplary, indirect, special, punitive or consequential damages. We encourage you to address all Claims you have in a single Claim Notice and/or a single arbitration. Accordingly, the above provided minimum award is a single award that applies to all Claims you have asserted or could have asserted in the arbitration, and multiple awards of such minimum award are not permitted or contemplated by this subparagraph (n).

(o) **Amendment; Waiver; Etc.:** Notwithstanding any language in this Agreement to the contrary, we will not attempt to apply any amendment to this Arbitration Provision without your written consent if and to the extent that the amendment would affect the litigation or arbitration of any Claim that has been the subject of a prior Claim Notice. However, this will not limit our power to waive any right we would otherwise have nor our power to afford you any

additional right with respect to this Arbitration Provision. We will not amend this Arbitration Provision in a manner that adversely affects your rights in a material manner unless we give you a right to reject the amendment and/or the Arbitration Provision in its entirety.

(p) **Effect on Any Existing Arbitration Agreement:** Unless this Arbitration Provision is rejected by you or declared invalid in a final, non-appealable judgment, this Arbitration Provision will replace and supersede any arbitration provision applicable to your account to which you and we are currently a party. This Arbitration Provision will not replace or supersede any prior arbitration provision applicable to your account if you do not reject arbitration and this Arbitration Provision is declared invalid in a final, non-appealable judgment that does not apply equally to the prior arbitration provision.

**54. JURY TRIAL WAIVER IN NON-ARBITRATED CASES.** You and we agree that in the event that any Claim or dispute between us is not arbitrated but instead is resolved in court, you and we knowingly and voluntarily waive the right to a jury trial to the full extent permitted by applicable law.

**55. Applicable Laws and Regulations.** Except where otherwise provided herein, you understand this Agreement is governed by applicable federal laws and regulations and by the laws of the state in which your account was opened, without regard to its conflict of law provisions and without regard to your state of residence. If your account was opened via Online Banking or any other online process and your address, as recorded in our records, is in a state in which we have branch locations (where deposits are accepted in person) you agree that your account was opened in that state, which for multiple-party/joint accounts will be based on the address of the owner whose name is listed first. Otherwise, if your account was opened via Online Banking or any other online process, you agree that (1) your account was opened in Mississippi, (2) deposits into and withdrawals from the account are made in Mississippi, (3) Items drawn on your account are presented to us for payment or collection in Mississippi, (4) all decisions we make regarding your account, now or in the future, occur in Mississippi, and (5) Mississippi law governs your account (without regard to its conflict of law provisions). Please note that a Loan Production Office is not considered a branch. To the extent that this Agreement varies the provisions of the Uniform Commercial Code, this Agreement controls; otherwise, this Agreement supplements (but does not displace) the Uniform Commercial Code. Changes in applicable laws and regulations may modify the terms and conditions of your account. We do not have to notify you of these changes, unless required to do so by law. You will not hold us liable for anything we do or decline to do based on a good faith belief that it is required by law or regulation.

**56. Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, executors, administrators, successors and permitted assigns.

**57. Headings.** Section headings contained in this Agreement are inserted for convenience of reference only, shall not be deemed to be a part of this Agreement for any purpose, and shall not in any way define or affect the meaning, construction or scope of any of the provisions hereof.

**58. Titles.** Certain account related agreements, disclosures and fee schedules have been referenced herein by their current title or a name that is the reasonable equivalent of their current title. You agree that the effectiveness of this Agreement is not dependent on the accuracy in the titles used in this Agreement for such related agreements, disclosures and schedules. As long as such related agreements, disclosures and schedules are reasonably identifiable then

the inaccuracy of the title employed herein or a subsequent change in the title shall have no effect on the enforceability of this Agreement.

**59. Privacy Notice for Commercial Customers.** This Privacy Notice for Commercial Customers (the "Notice") applies to Company Information (as defined below) about individuals and businesses or other entities that seek or obtain financial products and services from us for business or commercial purposes ("Commercial Customers"). This Notice does not apply to information received from individuals who open a deposit account with us for personal, family, or household purposes; such consumer information is governed by the Renasant Privacy Notice for Consumer Information, entitled "What Does Renasant Do With Your Personal Information" and found at the Privacy Policy link on our website (renasantbank.com). This Notice applies to us and all of our affiliates, now existing or hereafter arising.

For purposes of this Notice, "Company Information" means any information about a Commercial Customer from which the Commercial Customer could be identified, whether obtained directly from the Commercial Customer or from another source. Company Information may include, but is not limited to: (a) company name; (b) physical address, including street name and name of city or town; (c) email address or other electronic contact information; (d) telephone number; (e) tax identification number; (f) transaction or credit history; (g) bank, deposit account or credit card account number; (h) financial statements; (i) information about officers, directors, and other control persons; and (j) any other information from or about a Commercial Customer. However, the following is not considered Company Information: (a) aggregated or anonymous information that does not identify a customer and (b) information that Renasant obtains from a public source (or knows to be available from a public source).

We may gather and retain Company Information about Commercial Customers from the following sources:

- Documents presented to us to support opening of the deposit account (such as governing documents concerning the Company and Company resolutions)
- Documents completed by the Company in connection with the opening of the deposit account (such as signature cards, certifications of resolutions, and beneficiary ownership forms)
- Credit reports and financial information submitted in connection with certain treasury management products and services
- Financial account activity and transactions (such as transaction history, account balances, and usage)
- Information from website visits (such as cookies, usage and transaction history, and other technical data that we use for security purposes and to enhance the online experience)
- Information we receive from third parties such as data providers or independent researchers

We share Company Information among and between all of our affiliates. You may not opt-out of this sharing. We may share Company Information with non-affiliated third parties and with third parties (such as credit card and check printing providers) in order to jointly offer you additional products and services. We have no ownership interest in such parties. You may not opt out of this sharing. We may also disclose Company Information to non-affiliated third parties for routine business reasons. For example, we may disclose Company Information to service providers and other third parties as necessary to facilitate a transaction requested by a Commercial Customer, or to report to credit bureaus or third parties who track account openings and closings (such as Check Systems). We may also disclose Company Information to non-affiliated third parties in response to a subpoena, warrant, or court order, or as otherwise

required or advisable considering applicable law or regulation. You may not opt-out of this sharing. Further, we may disclose Company Information to our banking, securities, or other regulators without any prior notification or any other restriction. To protect Company Information from unauthorized access and use, we use appropriate physical, procedural, and technical safeguards as required by law.