



**PERSONAL TERMS AND
CONDITIONS BOOKLET**

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TERMS AND CONDITIONS OF YOUR ACCOUNT

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

- To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

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

AGREEMENT- This document, along with any other documents we give you pertaining to your account(s), is a contract that establishes rules which control your account(s) with us. Please read this carefully and retain it for future reference. If you sign the signature card or open or continue to use the account, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this document. If you have any questions, please call us.

This agreement is subject to applicable federal laws, the laws of the state of Tennessee, and other applicable rules such as the operating letters of the Federal Reserve Banks and payment processing system rules (except to the extent that this agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this document is to:

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

If any provision of this document is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard agreement, but we must agree to any variation in writing either on the signature card for your account or in some other document. Nothing in this document is intended to vary our duty to act in good faith and with ordinary care when required by law.

As used in this document the words "we," "our," and "us" mean the financial institution and the words "you" and "your" mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. However, this agreement does not intend, and the terms "you" and "your" should not be interpreted, to expand an individual's responsibility for an organization's liability. If this account is owned by a corporation, partnership or other organization, individual liability is determined by the laws generally applicable to that type of organization. The headings in this document are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular.

In Alabama, "Party" means a person who, by the terms of an account, has a present right, subject to request, to payment from the account other than as a beneficiary or agent.

Throughout this document, when a provision is identified as being applicable to a certain state (for example, "in Tennessee"), it means that the provision is only applicable if your account is held at a branch located in that particular state. Any provision which is not described as applying to a particular state, applies to your account.

LIABILITY - You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges. You authorize us to deduct these charges, without notice to you, directly from the account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this agreement.

Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and we can deduct any amounts deposited into the account and apply those amounts to the shortage. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft.

You will be liable for our costs as well as for our reasonable attorneys' fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your account. This includes, but is not limited to, disputes between you and another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your account. This also includes any

action that you or a third party takes regarding the account that causes us, in good faith, to seek the advice of an attorney, whether or not we become involved in the dispute. All costs and attorneys' fees can be deducted from your account when they are incurred, without notice to you. But in the event you bring a dispute against us, you will not be responsible for our costs and attorneys' fees except as provided by applicable law.

DEPOSITS - We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). Before settlement of any item becomes final, we act only as your agent, regardless of the form of endorsement or lack of endorsement on the item and even though we provide you provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen, or returned. Unless prohibited by law, we also reserve the right to charge back to your account the amount of any item deposited to your account or cashed for you which was initially paid by the payor bank and which is later returned to us due to an allegedly forged, unauthorized or missing endorsement, claim of alteration, encoding error, counterfeit cashier's check or other problem which in our judgment justifies reversal of credit. You authorize us to attempt to collect previously returned items without giving you notice, and in attempting to collect we may permit the payor bank to hold an item beyond the midnight deadline. Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we actually record them. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next business day that we are open. At our option, we may take an item for collection rather than for deposit. If we accept a third-party check or draft for deposit, we may require any third-party endorsers to verify or guarantee their endorsements, or endorse in our presence.

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

Postdated checks - A postdated check is one which bears a date later than the date on which the check is written. We may properly pay and charge your account for a postdated check even though payment was made before the date of the check, unless we have received written notice of the postdating in time to have a reasonable opportunity to act. Because we process checks mechanically, your notice will not be effective, and we will not be liable for failing to honor your notice unless it precisely identifies the number, date, amount and payee of the item.

Checks and withdrawal rules - If you do not purchase your check blanks from us, you must be certain that we approve the check blanks you purchase. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us or by any method we do not specifically permit. We may refuse any withdrawal or transfer request which is greater in number than the frequency permitted by our policy, or which is for an amount greater or less than any withdrawal limitations. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply any frequency limitations. In addition, we may place limitations on the account until your identity is verified.

Even if we honor a nonconforming request, we are not required to do so later. If you violate the stated transaction limitations (if any), in our discretion we may close your account or reclassify your account as another type of account. If we reclassify your account, your account will be subject to the fees and earnings rules of the new account classification.

If we are presented with an item drawn against your account that would be a "substitute check," as defined by law, but for an error or defect in the item introduced in the substitute check creation process, you agree that we may pay such item.

Cash withdrawals - We recommend you take care when making large cash withdrawals because carrying large amounts of cash may pose a danger to your personal safety. As an alternative to making a large cash withdrawal, you may want to consider a cashier's check or similar instrument. You assume full responsibility of any loss in the event the cash you withdraw is lost, stolen, or destroyed. You agree to hold us harmless from any loss you incur as a result of your decision to withdraw funds in the form of cash.

Multiple signatures, electronic check conversion, and similar transactions - An electronic check conversion transaction is a transaction where a check or similar item is converted into an electronic fund transfer as defined in the Electronic Fund Transfers regulation. In these types of transactions the check or similar item is either removed from circulation (truncated) or given back to you. As a result, we have no

opportunity to review the signatures or otherwise examine the original check or item. You agree that, as to these or any items as to which we have no opportunity to examine the signatures, you waive any requirement of multiple signatures.

Notice of withdrawal - We reserve the right to require not less than 7 days' notice in writing before each withdrawal from an interest-bearing account, other than a time deposit or demand deposit, or from any other savings deposit as defined by Regulation D. (The law requires us to reserve this right, but it is not our general policy to use it.) Withdrawals from a time account prior to maturity or prior to any notice period may be restricted and may be subject to penalty. See your notice of penalty for early withdrawal.

In Kentucky, Release-of-funds procedure - We reserve the right to prevent withdrawal from this account upon the death of any owner until all required release-of-funds procedures are completed.

UNDERSTANDING AND AVOIDING OVERDRAFT AND NONSUFFICIENT FUNDS (NSF) FEES - Generally - The information in this section is provided to help you understand what happens if your account is overdrawn. Understanding the concepts of overdrafts and nonsufficient funds (NSF) is important and can help you avoid fees or charges being assessed. This section also provides contractual terms relating to overdrafts and NSF transactions.

An overdrawn account will typically result in you being charged an overdraft fee or an NSF fee. Generally, an overdraft occurs when there is not enough money in your account to pay for a transaction, but we pay (or cover) the transaction anyway. An NSF transaction is slightly different. In an NSF transaction, we do not cover the transaction. Instead, the transaction is rejected and the item or requested payment is returned. In either situation, we can charge you a fee.

If you use our Overdraft Protection Services and we cover a transaction for which there is not enough money in your account to pay, we will consider that an overdraft. We treat all other transactions for which there is not enough money in your account as an NSF transaction, regardless of whether we cover the transaction or the transaction is rejected.

Determining your available balance - We use the "available balance" method to determine whether your account is overdrawn, that is, whether there is enough money in your account to pay for a transaction. Importantly, your "available" balance may not be the same as your account's "actual" balance. This means an overdraft or an NSF transaction could occur regardless of your account's actual balance.

Your account's actual balance (sometimes called the ledger balance) only includes transactions that have settled up to that point in time, that is, transactions (deposits and payments) that have posted to your account. The actual balance does not include outstanding transactions (such as checks that have not yet cleared and electronic transactions that have been authorized but which are still pending). The balance on your periodic statement is the ledger balance for your account as of the statement date. As the name implies, your available balance is calculated based on the money "available" in your account to make payments. In other words, the available balance takes transactions that have been authorized, but not yet settled, and subtracts them from the actual balance. In addition, when calculating your available balance, any "holds" placed on deposits that have not yet cleared are also subtracted from the actual balance. For more information on how holds placed on funds in your account can impact your available balance, read the subsection titled "A temporary debit authorization hold affects your account balance."

Overdrafts - You understand that we may, at our discretion, honor withdrawal requests that overdraw your account. However, the fact that we may honor withdrawal requests that overdraw the account balance does not obligate us to do so later. So you can NOT rely on us to pay overdrafts on your account regardless of how frequently or under what circumstances we have paid overdrafts on your account in the past. We can change our practice of paying, or not paying, discretionary overdrafts on your account without notice to you. You can ask us if we have other account services that might be available to you where we commit to paying overdrafts under certain circumstances, such as overdraft protection line-of-credit or a plan to sweep funds from another account you have with us. You agree that we may charge fees for overdrafts. For consumer accounts, we will not charge fees for overdrafts caused by ATM withdrawals or onetime debit card transactions if you have not opted-in to that service. We may use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees.

Nonsufficient funds (NSF) fees - If an item drafted by you (such as a check) or a transaction you set up (such as a preauthorized transfer) is presented for payment in an amount that is more than the amount of money available in your account, and we decide not to pay the item or transaction, you agree that we can charge you an NSF fee for returning the payment. Be aware that such an item or payment may be presented multiple times and that we do not monitor or control the number of times a transaction is presented for payment. You agree that we may

charge you an NSF fee each time a payment is presented if the amount of money available in your account is not sufficient to cover the payment, regardless of the number of times the payment is presented.

Payment types - Some, but not necessarily all, of the ways you can access the funds in your account include debit card transactions, automated clearing house (ACH) transactions, and check transactions. All these payment types can use different processing systems, and some may take more or less time to post. This information is important for a number of reasons. For example, keeping track of the checks you write and the timing of the preauthorized payments you set up will help you to know what other transactions might still post against your account. For information about how and when we process these different payment types, see the "Payment order of items" subsection below.

Balance information - Keeping track of your balance is important. You can review your balance in a number of ways including reviewing your periodic statement, reviewing your balance online, accessing your account information by phone, or coming into one of our branches.

Funds availability - Knowing when funds you deposit will be made available for withdrawal is another important concept that can help you avoid fees or charges being assessed. Please see our funds availability disclosure for information on when different types of deposits will be made available for withdrawal. For those accounts to which our funds availability policy disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal. An item may be returned after the funds from the deposit of that item are made available for withdrawal. In that case, we will reverse the credit of the item. We may determine the amount of available funds in your account for the purpose of deciding whether to return an item for insufficient funds at any time between the times we receive the item and when we return the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the account balance at the subsequent time will determine whether there are insufficient available funds.

A temporary debit authorization hold affects your account balance - On debit card purchases, merchants may request a temporary hold on your account for a specified sum of money when the merchant does not know the exact amount of the purchase at the time the card is authorized. The amount of the temporary hold may be more than the actual amount of your purchase. Some common transactions where this occurs involve purchases of gasoline, hotel rooms, or meals at restaurants. When this happens, our processing system cannot determine that the amount of the hold exceeds the actual amount of your purchase. This temporary hold, and the amount charged to your account, will eventually be adjusted to the actual amount of your purchase, but it could be three calendar days, or even longer in some cases, before the adjustment is made. Until the adjustment is made, the amount of funds in your account available for other transactions will be reduced by the amount of the temporary hold. If another transaction is presented for payment in an amount greater than the funds left after the deduction of the temporary hold amount, you will be charged an NSF or overdraft fee according to our NSF or overdraft fee policy. You will be charged the fee even if you would have had sufficient funds in your account if the amount of the hold had been equal to the amount of your purchase.

In Tennessee and Georgia, OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION - These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

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

Joint Account - With Survivorship (And Not As Tenants In Common) - is an account in the name of two or more persons. Each of you intend that when you die the balance in the account (subject to any previous pledge to which we have agreed) will belong to the survivor(s). If two or more of you survive, you will own the balance in the account as joint tenants with survivorship and not as tenants in common.

Joint Account - No Survivorship (As Tenants In Common) - This is owned by two or more persons, but none of you intend (merely by opening this account) to create any right of survivorship in any other person. We encourage you to agree and tell us in writing of the percentage of the deposit contributed by each of you. This information will not, however, affect the number of signatures necessary for withdrawal.

Revocable Trust or Pay-On-Death Account - If two or more of you create this type of account, you own the account jointly with survivorship. Beneficiaries cannot withdraw unless: (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, beneficiaries will own this account in equal shares,

without right of survivorship. The person(s) creating either of these account types may: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

In Alabama, OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION - These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

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

Multiple-Party Account - Parties own account during the lifetime of all parties in proportion to their net contributions, unless there is clear and convincing evidence of a different intent.

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

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

Multiple-Party Account Without Right of Survivorship - At death of party, deceased party's ownership passes as part of deceased party's estate.

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

In Kentucky, OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION - These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

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

Joint Account - With Survivorship (And Not As Tenants In Common) - is an account in the name of two or more persons. Each of you intend that when you die the balance in the account (subject to any previous pledge to which we have agreed) will belong to the survivor(s). If two or more of you survive, you will own the balance in the account as joint tenants with survivorship and not as tenants in common.

Joint Account - No Survivorship (As Tenants In Common) - This is owned by two or more persons, but none of you intend (merely by opening this account) to create any right of survivorship in any other person. We encourage you to agree and tell us in writing of the percentage of the deposit contributed by each of you. This information will not, however, affect the number of signatures necessary for withdrawal.

Revocable Trust or Pay-On-Death Account - If two or more of you create such an account, you own the account jointly with survivorship. Beneficiaries cannot withdraw unless: (1) all persons creating the account die, (2) the beneficiary is then living, and (3) any required release-of-funds procedures have been completed. If two or more beneficiaries are named and survive the death of all persons creating the account, such beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating either of these account types reserves the right to: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

BUSINESS, ORGANIZATION AND ASSOCIATION ACCOUNTS - Earnings in the form of interest, dividends, or credits will be paid only on collected funds, unless otherwise provided by law or our policy. You represent that you have the authority to open and conduct business on this account on behalf of the entity. We may require the governing body of the entity opening the account to give us a separate authorization telling us who is authorized to act on its behalf. We will honor the authorization until we actually receive written notice of a change from the governing body of the entity.

STOP PAYMENTS - The rules in this section cover stopping payment of items such as checks and drafts. Rules for stopping payment of other types of transfers of funds, such as consumer electronic fund transfers, may be established by law or our policy. If we have not disclosed these rules to you elsewhere, you may ask us about those rules. We may accept an order to stop payment on any item from any one of you. You must make any stop-payment order in the manner required by law and we must

receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. Because stop-payment orders are handled electronically, to be effective, your stop-payment order must precisely identify the number, date, and amount of the item, and the payee. You may stop payment on any item drawn on your account whether you sign the item or not. Generally, if your stop-payment order is given to us verbally or in writing, it is effective for six months. Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period. If the original stop-payment order was given to us verbally, you will receive confirmation of your stop payment order in the mail. You must notify us immediately if the information is NOT correct, otherwise the order will remain effective for six months. We are not obligated to notify you when a stop-payment order expires. A release of the stop-payment request may be made only by the person who initiated the stop-payment order.

If you stop payment on an item and we incur any damages or expenses because of the stop payment, you agree to indemnify us for those damages or expenses, including attorneys' fees. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop-payment order.

Our stop-payment cutoff time is one hour after the opening of the next banking day after the banking day on which we receive the item. Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item).

In Kentucky, STOP PAYMENTS - The rules in this section cover stopping payment of items such as checks and drafts. Rules for stopping payment of other types of transfers of funds, such as consumer electronic fund transfers, may be established by law or our policy. If we have not disclosed these rules to you elsewhere, you may ask us about those rules. We may accept an order to stop payment on any item from any one of you. You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. Because stop-payment orders are handled electronically, to be effective, your stop-payment order must precisely identify the number, date, and amount of the item, and the payee. You may stop payment on any item drawn on your account whether you sign the item or not. In general, your stop-payment order - whether we receive it orally, in writing, or by another type of record - will be effective for six months. We will send you confirmation - either in writing or by another type of record - of your stop-payment order which will include the date on which your stop-payment order will lapse. (Generally, a "record" is information that is stored in such a way that it can be retrieved and can be heard or read and understood). We may rely on the information in that confirmation unless you notify us immediately of any errors. We are not obligated to notify you when a stop-payment order expires. However, you can prevent your stop-payment order from expiring by renewing your stop-payment order before the end of the six-month period. If you stop payment on an item and we incur any damages or expenses because of the stop payment, you agree to indemnify us for those damages or expenses, including attorneys' fees. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop-payment order.

Our stop-payment cutoff time is one hour after the opening of the next banking day after the banking day on which we receive the item. Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item).

TELEPHONE TRANSFERS - A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. Limitations on the number of telephonic transfers from a savings account, if any, are described elsewhere.

AMENDMENTS AND TERMINATION - We have the right to change any term of this agreement without prior notice where permitted by law. Changes may include deletion or modification of an existing term or fee or the addition of a new term or fee not otherwise contemplated when you entered in this agreement or opened your account(s), including new terms regarding how we will resolve preexisting or future disputes, whether informally, by litigating in specified courts or under specified rules, or through alternative dispute resolution, such as binding arbitration. Rules governing changes in interest rates are provided separately in the Truth-in-Savings disclosure or in another document. For other changes, we will give you reasonable notice in writing or by any other method permitted by law. For example, unless otherwise required by law, a notice of the changes or a copy of the revised agreement (or a link or URL to review it) may be sent to you at the mailing or email address on file with your account or via other electronic means. Any change will take

effect immediately, unless stated otherwise in any notice we provide to you. For any change in terms that adversely affects your rights, reduces your interest rate, increases your costs or applicable fees, or as otherwise required by law, we will provide you notice at least 30 calendar days before the effective date of the change. You are not required to agree to changes in terms. If you wish to reject a change, you must close your account(s) before the effective date of the change. There is no penalty or fee for closing an account in order to reject a change in terms. If we have notified you of a change and you continue to maintain your account after the effective date of the change, you have agreed to the new terms.

We may also close this account at any time upon reasonable notice to you and tender of the account balance personally or by mail. Items presented for payment after the account is closed may be dishonored. When you close your account, you are responsible for leaving enough money in the account to cover any outstanding items to be paid from the account. Reasonable notice depends on the circumstances, and in some instances such as when we cannot verify your identity or suspect fraud, it might be reasonable for us to give you notice after the change or account closure becomes effective. For instance, if we suspect fraudulent activity with respect to your account, we might immediately freeze or close your account and then give you notice.

NOTICES - Any written notice you give us is effective when we actually receive it, and it must be given to us according to the specific delivery instructions provided elsewhere, if any. We must receive it in time to have a reasonable opportunity to act on it. If the notice is regarding a check or other item, you must give us sufficient information to be able to identify the check or item, including the precise check or item number, amount, date and payee. Written notice we give you is effective when it is deposited in the United States Mail with proper postage and addressed to your mailing address we have on file. Notice to any of you is notice to all of you.

In Tennessee, STATEMENTS - Your duty to report unauthorized signatures, alterations, forgeries and other errors - You must examine your statement of account with "reasonable promptness." In addition, if you receive or we make available either your items or images of your items, you must examine them for any unauthorized or missing endorsements or any other problems. If you discover (or reasonably should have discovered) any unauthorized signatures, alterations, incorrect payment amounts, or missing or incorrectly credited deposits, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to bear the loss yourself unless you prove that we did not pay the item in good faith. The loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer.

You agree that the time you have to examine your statement and items and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 30 days from when the statement is first sent or made available to you. You further agree that if you fail to report any unauthorized signatures, alterations, forgeries, incorrect payment amounts, missing or incorrectly credited deposits, or any other errors in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we used good faith. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

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

In Alabama and Georgia, STATEMENTS - Your duty to report unauthorized signatures, alterations and forgeries - You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized signatures or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we substantially contributed to the loss). The loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations 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 will not, in any circumstance, exceed a total of 30 days from when the statement is first sent or made available to you.

You further agree that if you fail to report any unauthorized signatures, alterations or forgeries in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day

limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

Your duty to report other errors or problems - In addition to your duty to review your statements for unauthorized signatures, alterations and forgeries, you agree to examine your statement with reasonable promptness for any other error or problem - such as an encoding error or an unexpected deposit amount. Also, if you receive or we make available either your items or images of your items, you must examine them for any unauthorized or missing endorsements or any other problems. You agree that the time you have to examine your statement and items and report to us will depend on the circumstances. However, this time period shall not exceed 60 days. Failure to examine your statement and items and report any errors to us within 60 days of when we first send or make the statement available precludes you from asserting a claim against us for any errors on items identified in that statement and as between you and us the loss will be entirely yours.

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

Duty to notify if statement not received - You agree to immediately notify us if you do not receive your statement by the date you normally expect to receive it. Not receiving your statement in a timely manner is a sign that there may be an issue with your account, such as possible fraud or identity theft.

DIRECT DEPOSITS - If we are required for any reason to reimburse the federal government for all or any portion of a benefit payment that was directly deposited into your account, you authorize us to deduct the amount of our liability to the federal government from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

TEMPORARY ACCOUNT AGREEMENT - If the account documentation indicates that this is a temporary account agreement, each person who signs to open the account or has authority to make withdrawals (except as indicated to the contrary) may transact business on this account. However, we may at some time in the future restrict or prohibit further use of this account if you fail to comply with the requirements we have imposed within a reasonable time.

SETOFF - We may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt any of you owe us now or in the future. For a partnership or joint account, each partner or joint owner agrees we may use funds in the account to pay any of the partner's or joint owner's debts, and we may use funds in any partner's or joint owner's account to pay debts of the partnership or joint account. If your debt arises from a promissory note, then the amount of the due and payable debt will be the full amount we have demanded, as entitled under the terms of the note, and this amount may include any portion of the balance for which we have properly accelerated the due date.

This right of setoff does not apply to this account if prohibited by law. For example, the right of setoff does not apply to this account if: (a) it is an Individual Retirement Account or similar tax-deferred account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor's right of withdrawal only arises in a representative capacity. We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against this account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff.

CHECK PROCESSING - We process items mechanically by relying solely on the information encoded in magnetic ink along the bottom of the items. This means that we do not individually examine all of your items to determine if the item is properly completed, signed and endorsed or to determine if it contains any information other than what is encoded in magnetic ink. You agree that we have exercised ordinary care if our automated processing is consistent with general banking practice, even though we do not inspect each item. Because we do not inspect each item, if you write a check to multiple payees, we can properly pay the check regardless of the number of endorsements unless you notify us in writing that the check requires multiple endorsements. We must receive the notice in time for us to have a reasonable opportunity to act on it, and you must tell us the precise date of the check, amount, check number and payee. We are not responsible for any unauthorized signature or alteration that would not be identified by a reasonable inspection of the item. Using an automated process helps us keep costs down for you and all account holders.

CHECK CASHING - We may charge a fee for anyone that does not have an account with us who is cashing a check, draft or other instrument written on your account. We may also require reasonable identification to cash such a check, draft or other

instrument. We can decide what identification is reasonable under the circumstances and such identification may be documentary or physical and may include collecting a thumbprint or fingerprint.

TRUNCATION, SUBSTITUTE CHECKS, AND OTHER CHECK IMAGES - If you truncate an original check and create a substitute check, or other paper or electronic image of the original check, you warrant that no one will be asked to make payment on the original check, a substitute check or any other electronic or paper image, if the payment obligation relating to the original check has already been paid. You also warrant that any substitute check you create conforms to the legal requirements and generally accepted specifications for substitute checks. You agree to retain the original check in conformance with our internal policy for retaining original checks. You agree to indemnify us for any loss we may incur as a result of any truncated check transaction you initiate. We can refuse to accept substitute checks that have not previously been warranted by a bank or other financial institution in conformance with the Check 21 Act. Unless specifically stated in a separate agreement between you and us, we do not have to accept any other electronic or paper image of an original check.

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

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

UNLAWFUL INTERNET GAMBLING NOTICE - Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling.

Subaccount Organization: We have organized your demand deposit or negotiable order of withdrawal (NOW) account in a nontraditional way to improve our efficiency. Your account consists of two subaccounts. One is a transaction subaccount on which you will transact business (e.g., checking subaccount). The other is a nontransaction subaccount (e.g., savings account). You cannot directly access the nontransaction subaccount, but you agree that we may automatically, and without a request from you, initiate transfers of funds between subaccounts from time to time at no cost to you. This account organization will not change the operation of your account, the amount of federal deposit insurance available to you, your available balance, the information on your periodic statements, or the interest calculation, if this is an interest-bearing account.

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

FACSIMILE SIGNATURES - Unless you make advance arrangements with us, we have no obligation to honor facsimile signatures on your checks or other orders. If we do agree to honor items containing facsimile signatures, 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. You give us this authority 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 filed with us, and contain the required number of signatures for this purpose. You must notify us at once if you suspect that your facsimile signature is being or has been misused.

In Tennessee, ADDITIONAL AUTHORIZED SIGNATORY (Individual Accounts only)

- A single individual is the owner. The additional authorized signatory is merely designated to conduct transactions on the owner's behalf. The owner does not give up any rights to act on the account, and the additional authorized signatory may not in any manner affect the rights of the owner or beneficiaries, if any, other than by withdrawing funds from the account. The owner is responsible for any transactions of the additional authorized signatory. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf.

The owner may terminate the authorization at any time, and the authorization is automatically terminated by the death of the owner. However, we may continue to honor the transactions of the additional authorized signatory until: (a) we have received written notice or have actual knowledge of the termination of authority, and (b) we have a reasonable opportunity to act on that notice or knowledge. We may refuse to accept the designation of an additional authorized signatory.

In Alabama, AGENCY (Power of Attorney) DESIGNATION (Single-Party Accounts only)

- A single individual is the owner. The agent is merely designated to conduct transactions on the owner's behalf. The owner does not give up any rights to act on the account, and the agent may not in any manner affect the rights of the owner or beneficiaries, if any, other than by withdrawing funds from the account. The owner is responsible for any transactions of the agent. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf.

The owner may terminate the agency at any time, and the agency is automatically terminated by the death of the owner. However, we may continue to honor the transactions of the agent until: (a) we have received written notice or have actual knowledge of the termination of the agency, and (b) we have a reasonable opportunity to act on that notice or knowledge. We may refuse to accept the designation of an agent.

In Georgia, AUTHORIZED SIGNER (Individual Accounts only) - A single individual is the owner. The authorized signer is merely designated to conduct transactions on the owner's behalf. The owner does not give up any rights to act on the account, and the authorized signer may not in any manner affect the rights of the owner or beneficiaries, if any, other than by withdrawing funds from the account. The owner is responsible for any transactions of the authorized signer. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf.

The owner may terminate the authorization at any time, and the authorization is automatically terminated by the death of the owner. However, we may continue to honor the transactions of the authorized signer until: (a) we have received written notice or have actual knowledge of the termination of authority, and (b) we have a reasonable opportunity to act on that notice or knowledge. We may refuse to accept the designation of an authorized signer.

RESTRICTIVE LEGENDS OR ENDORSEMENTS - The automated processing of the large volume of checks we receive prevents us from inspecting or looking for restrictive legends, restrictive endorsements or other special instructions on every check. For this reason, we are not required to honor any restrictive legend or endorsement or other special instruction placed on checks you write unless we have agreed in writing to the restriction or instruction. Unless we have agreed in writing, we are not responsible for any losses, claims, damages, or expenses that result from your placement of these restrictions or instructions on your checks. Examples of restrictive legends placed on checks are "must be presented within 90 days" or "not valid for more than \$1,000.00." The payee's signature accompanied by the words "for deposit only" is an example of a restrictive endorsement.

ACCOUNT TRANSFER - This account may not be transferred or assigned without our prior written consent.

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

To ensure that your check or share draft is processed without delay, you must endorse it (sign it on the back) in a specific area. Your entire endorsement (whether a signature or a stamp) along with any other endorsement information (e.g. additional endorsements, ID information, driver's license number, etc.) must fall within 1¹/₂" of the "trailing edge" of a check. Endorsements must be made in blue or black ink, so that they are readable by automated check processing equipment.

As you look at the front of a check, the “trailing edge” is the left edge. When you flip the check over, be sure to keep all endorsement information within 1 1/2” of that edge. It is important that you confine the endorsement information to this area since the remaining blank space will be used by others in the processing of the check to place additional needed endorsements and information. You agree that you will indemnify, defend, and hold us harmless for any loss, liability, damage or expense that occurs because your endorsement, another endorsement or information you have printed on the back of the check obscures our endorsement. These endorsement guidelines apply to both personal and business checks.

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

FIDUCIARY ACCOUNTS - Accounts may be opened by a person acting in a fiduciary capacity. A fiduciary is someone who is appointed to act on behalf of and for the benefit of another. We are not responsible for the actions of a fiduciary, including the misuse of funds. This account may be opened and maintained by a person or persons named as a trustee under a written trust agreement, or as executors, administrators, or conservators under court orders. You understand that by merely opening such an account, we are not acting in the capacity of a trustee in connection with the trust nor do we undertake any obligation to monitor or enforce the terms of the trust or letters.

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

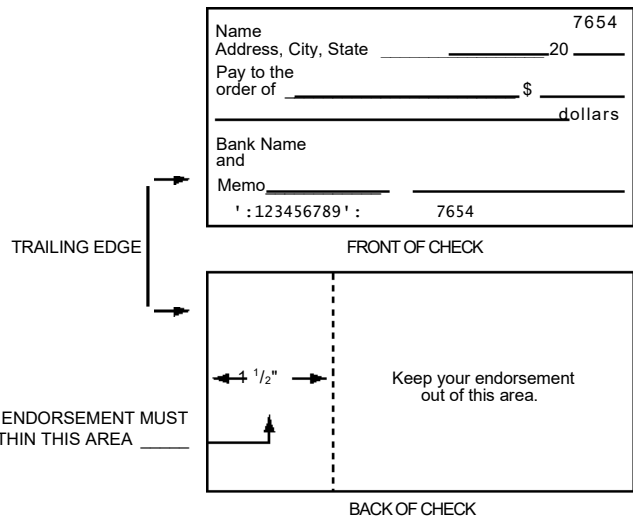
LEGAL ACTIONS AFFECTING YOUR ACCOUNT - If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your account (termed “legal action” in this section), we will comply with that legal action. Or, in our discretion, we may freeze the assets in the account and not allow any payments out of the account until a final court determination regarding the legal action. We may do these things even if the legal action involves less than all of you. In these cases, we will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds from your account or in any way restricted access to your funds in accordance with the legal action. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorneys’ fees and our internal expenses) may be charged against your account. (If you bring an action against us, you will not be responsible for our costs and attorneys’ fees except as provided by applicable law.) The list of fees applicable to your account(s) provided elsewhere may specify additional fees that we may charge for certain legal actions.

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

Your account number can also be used to electronically remove money from your account, and payment can be made from your account even though you did not contact us directly and order the payment.

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

Positive pay and other fraud prevention services - Except for consumer electronic fund transfers subject to Regulation E, you agree that if we offer you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account, and you reject those services, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services we offered. You will not be responsible for such transactions if we acted in bad faith or to the extent our negligence contributed to the loss. Such services include positive pay or commercially reasonable security



procedures. If we offered you a commercially reasonable security procedure which you reject, you agree that you are responsible for any payment order, whether authorized or not, that we accept in compliance with an alternative security procedure that you have selected. The positive pay service can help detect and prevent check fraud and is appropriate for account holders that issue: a high volume of checks, a lot of checks to the general public, or checks for large dollar amounts

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

MONITORING AND RECORDING TELEPHONE CALLS AND CONSENT TO RECEIVE COMMUNICATIONS - Subject to federal and state law, we may monitor or record phone calls for security reasons, to maintain a record and to ensure that you receive courteous and efficient service. You consent in advance to any such recording. To provide you with the best possible service in our ongoing business relationship for your account we may need to contact you about your account from time to time by telephone, text messaging or email. However, we first obtain your consent to contact you about your account in compliance with applicable consumer protection provisions in the federal Telephone Consumer Protection Act of 1991 (TCPA), CAN-SPAM Act and their related federal regulations and orders issued by the Federal Communications Commission (FCC).

- Your consent is limited to your account, and as authorized by applicable law and regulations.
- Your consent is voluntary and not conditioned on the purchase of any product or service from us.

With the above understandings, you authorize us to contact you regarding your account throughout its existence using any telephone numbers or email addresses that you have previously provided to us by virtue of an existing business relationship or that you may subsequently provide to us.

This consent is regardless of whether the number we use to contact you is assigned to a landline, a paging service, a cellular wireless service, a specialized mobile radio service, other radio common carrier service or any other service for which you may be charged for the call. You further authorize us to contact you through the use of voice, voice mail and text messaging, including the use of pre-recorded or artificial voice messages and an automated dialing device.

If necessary, you may change or remove any of the telephone numbers or email addresses at any time using any reasonable means to notify us.

CLAIM OF LOSS - The following rules do not apply to a transaction or claim related to a consumer electronic fund transfer governed by Regulation E (e.g., an everyday consumer debit card or ATM transaction). The error resolution procedures for consumer electronic fund transfers can be found in our initial Regulation E disclosure titled, “Electronic Fund Transfers.” For other transactions or claims, if you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys’ fees incurred by you.

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

EARLY WITHDRAWAL PENALTIES (and involuntary withdrawals) - We may impose early withdrawal penalties on a withdrawal from a time account even if you don't initiate the withdrawal. For instance, the early withdrawal penalty may be imposed if the withdrawal is caused by our setoff against funds in the account or as a result of an attachment or other legal process. We may close your account and impose the early withdrawal penalty on the entire account balance in the event of a partial early withdrawal. See your notice of penalty for early withdrawals for additional information. **ADDRESS OR NAME CHANGES** - You are responsible for notifying us of any change in your address or your name. Unless we agree otherwise, change of address or name must be made in writing by at least one of the account holders. Informing us of your address or name change on a check reorder form is not sufficient. We will attempt to communicate with you only by use of the most recent address you have provided to us. If provided elsewhere, we may impose a service fee if we attempt to locate you.

RESOLVING ACCOUNT DISPUTES - We may place an administrative hold on the funds in your account (refuse payment or withdrawal of the funds) if it becomes subject to a claim adverse to (1) your own interest; (2) others claiming an interest as survivors or beneficiaries of your account; or (3) a claim arising by operation of law. The hold may be placed for such period of time as we believe reasonably necessary to allow a legal proceeding to determine the merits of the claim or until we receive evidence satisfactory to us that the dispute has been resolved. We will not be liable for any items that are dishonored as a consequence of placing a hold on funds in your account for these reasons. **WAIVER OF NOTICES** - To the extent permitted by law, you waive any notice of nonpayment, dishonor or protest regarding any items credited to or charged against your account. For example, if you deposit an item and it is returned unpaid or we receive a notice of nonpayment, we do not have to notify you unless required by federal Regulation CC or other law.

DISPUTE RESOLUTION BY BINDING ARBITRATION

This arbitration provision is optional. If you do not wish to accept it, you must follow the instructions in paragraph (10) below to reject arbitration. Unless you timely reject arbitration, this arbitration provision is binding on you and us.

(1) Claims Subject to Arbitration: You and we agree to arbitration for all **disputes or claims** between you and us, whether based on past, present, or future events, that arise out of or relate to this agreement or your accounts ("Covered Claim"), if either you or we elect arbitration of that Covered Claim. This agreement to arbitrate is intended to be broadly interpreted. Examples of Covered Claims include, but are not limited to, disputes relating in any way to:

- the breach, termination, enforcement, or validity of this agreement or duties resulting from it;
- your use or inability to use your accounts;
- transactions involving your accounts;
- products or services provided by us in connection with your accounts;
- fees or charges assessed by us;
- advertising or disclosures;
- the retention, protection, use, transfer, or disclosure of information about you or any of your accounts;
- communications with you by us for any reason; and
- communications with you, regardless of sender, concerning any of our products or services, including emails and automatically dialed calls and text messages, using contact information you provided to us in connection with this agreement or any of your accounts.

Covered Claims must be arbitrated regardless of legal theory, including claims based in contract, tort, fraud, misrepresentation, common law, equity, statute, regulation, or ordinance. If a Covered Claim is asserted, either you or we may elect arbitration in writing, including in an answer or other responsive pleading or motion.

In this arbitration provision only, references to "we" and "us" mean the financial institution and its past, present, and future parents, subsidiaries, affiliates, and each of these entities' predecessors, successors, assigns, agents, and employees. In this arbitration provision only, references to "you" mean the account owners, all authorized or unauthorized users or beneficiaries of the account, each of those person's assignees, heirs, trustees, agents, or other representatives, and if the account owner is a business, the account owner's parents, subsidiaries, affiliates, and each of those entities' predecessors, successors, assigns, agents, and employees. This arbitration

agreement does not preclude you or us from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against you or us on the other's behalf. Nor does this arbitration agreement preclude either you or us from exercising self-help remedies (including setoff), and exercising such a remedy is not a waiver of the right to invoke arbitration of any dispute. **You and we each waive the right to a trial by jury or to participate in a class action whenever either you or we elect arbitration.** This agreement evidences a transaction in interstate commerce, and thus the substantive and procedural provisions of the Federal Arbitration Act governs the interpretation and enforcement of this arbitration provision. This arbitration provision shall survive termination of this agreement.

(2) Claims Not Subject to Arbitration: Neither you nor we may elect arbitration of any claims seeking only individualized relief asserted by you or us in small claims court, so long as the action remains in that court and is not removed or appealed de novo to a court of general jurisdiction. If either you or we remove or appeal such an action, that appeal must be resolved in arbitration. In addition, disputes over the scope and enforceability of this arbitration provision or whether a dispute can or must be arbitrated can only be decided by a court, unless you and we agree to arbitrate that issue.

(3) Pre-Arbitration Notice of Disputes and Informal Resolution: Before either you or we commence arbitration, the claimant must first send to the other a written Notice of Dispute ("Notice"). The Notice to us should be sent by U.S. mail or professional courier service to: FirstBank, Attn: Legal Department, 1221 Broadway Avenue, Suite 1300, Nashville, TN 37203 ("Notice Address"). The Notice to you will be sent to your address on file with your account. The Notice must (a) include the claimant's name, phone number, and mailing and email addresses; (b) identify the account number for each account at issue; (c) describe the factual basis of the dispute and the causes of action asserted; and (d) set forth the specific relief sought. The Notice must be personally signed by you (if you are the claimant) or by our representative (if we are the claimant). To safeguard your account, if you have retained an attorney to submit your Notice, you must also provide your written authorization, signed personally by you, authorizing us to discuss the dispute and your account and share your account information with your attorney ("Attorney Authorization"). The recipient of the Notice also may ask the claimant (or the claimant's attorney, if the Notice is submitted by an attorney) to verify the claimant's identity and the fact that the claimant authorized submission of the Notice or disclosure of account information to the attorney. You and we agree to cooperate with any reasonable request for verification.

Whoever sends the Notice must give the other party 60 days after receipt of a complete Notice (including your Attorney Authorization, if required) to investigate the claim. During that period, either you or we may request an individualized discussion (by phone call or videoconference) regarding settlement ("Informal Settlement Conference"). You and we must work together in good faith to select a mutually agreeable time for the Informal Settlement Conference (which can be after the 60-day period). You and our representative must both personally participate, unless otherwise agreed in writing. Your and our lawyers (if any) also can participate.

Any applicable statute of limitations or contractual limitations period will be tolled for the claims and relief set forth in the Notice (as well as any applicable defenses or counterclaims) during the "Informal Resolution Period." The Informal Resolution Period is the number of days between the date that a complete Notice (including Authentication and Consent, if required) is received by the other party and the later of (i) 60 days later or (ii) the date the Informal Settlement Conference is completed, if timely requested, or the request for that Conference is withdrawn.

(4) Commencing Arbitration: An arbitration proceeding cannot be commenced until after the Informal Resolution Period has ended and the pre-arbitration requirements in paragraph (3) have been satisfied. (Paragraph (8) has additional requirements for commencing certain coordinated arbitrations.) A court will have authority to enforce this paragraph (4), including the power to enjoin the filing or prosecution of an arbitration where the claimant did not provide a complete Notice and participate in a timely requested Informal Settlement Conference. The court also may enjoin the assessment or collection of arbitration fees incurred as a result of such arbitrations. During that court challenge, the arbitration will be automatically stayed. Further, unless prohibited by applicable law, even absent a court order, the arbitration provider shall not accept nor administer any arbitration nor assess any fees in connection with an arbitration unless the claimant has complied with the Notice and Informal Settlement Conference requirements of paragraph (3).

After the Informal Resolution Period has ended, the claimant may commence arbitration by filing a Demand for Arbitration with National Arbitration and Mediation (NAM). The claimant must send a copy of the Demand for Arbitration to the other party. Demands for Arbitration by you should be sent to the Notice Address. Demands for Arbitration by us will be sent to you at the last known address you provided to us. NAM's mailing address and instructions for filing Demands for Arbitration online instead of by mail may be found on its website at www.namadr.com. Demands for Arbitration must be clearly marked "Demands for Arbitration" and include all of the following:

- the claimant's name, mailing and email addresses, phone number, and personal signature;
- the name, mailing and email addresses, phone number, and signature of the claimant's attorney (if any);
- the account number (if any) for any account at issue; and
- a short statement of the factual basis of the claim, the causes of action asserted, and the specific relief that is being sought.

A copy of the Notice and this agreement also must be attached to the Demand for Arbitration.

If the claimant is represented by an attorney, by signing the Demand for Arbitration, counsel certifies to the best of counsel's knowledge, information, and belief, formed after an inquiry reasonable under the circumstances, that, consistent with the standards set forth in Federal Rules of Civil Procedure 11(b): (1) the Demand for Arbitration is not being presented for any improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of dispute resolution; (2) the claims, defenses and other legal contentions are warranted by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law or for establishing new law; and (3) the factual and damages contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery.

(5) Arbitration Procedure: The arbitration will be administered by NAM under its Comprehensive Dispute Resolution Rules and Procedures and, if applicable, the Mass Filing Supplemental Dispute Resolution Rules and Procedures ("NAM Rules"), in effect at the time the arbitration commences, as modified by this arbitration provision. (If NAM is unavailable or unwilling to administer arbitrations consistent with this arbitration provision, another arbitration provider shall be selected by the parties or by the court.) The NAM Rules are available online at www.namadr.com or by writing to the Notice Address.

Once NAM has notified the parties that an arbitration has been accepted for administration, the responding party shall be permitted at least 30 days to file a response to the Demand for Arbitration. If the responding party fails to file a response, the allegations in the Demand for Arbitration shall be deemed denied and all potential defenses and counterclaims are preserved both parties shall have the right to discovery in support of their claims and defenses. Discovery shall consist of an exchange of all documents and exhibits that the party intends to use at the hearing in support of that party's claims and defenses, as well as a list of witnesses intended to testify at the hearing, along with the subjects of their anticipated testimony. The arbitrator may allow limited and reasonable additional discovery to the extent the arbitrator deems necessary to provide for a fundamentally fair process, with consideration to the expedited nature of arbitration and the need to ensure that the cost and burden of discovery is commensurate with the amount in controversy. Unless you and we agree otherwise, any in-person arbitration hearings will take place in the county of your address on file with your account. The arbitrator may hold pre-hearing conferences by telephone, videoconference, or in-person, as the arbitrator deems appropriate. Either party may file a dispositive motion (such as a motion to dismiss or for summary judgment). The arbitrator shall set a briefing schedule for that motion upon the request of either party. Except for a ruling on the basis of a dispositive motion, unless the parties agree otherwise, the arbitrator will conduct the arbitration hearing by telephone, videoconference, or in person, as the arbitrator deems appropriate, with you and our representative in attendance. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. Except as provided in paragraph (7) below, the arbitrator shall apply the same substantive law that a court would apply and can award the same individualized remedies (including punitive and

statutory damages and statutory attorney's fees and costs) that a court could award under applicable law. The arbitrator may consider rulings in arbitrations involving different customers, but an arbitrator's ruling (including in a bellwether proceeding under paragraph (8) below) will not be binding or have preclusive effect in proceedings involving different customers. Unless prohibited by applicable law, the merits arbitrator or process administrator may impose any sanctions available under the NAM Rules, Federal Rule of Civil Procedure 11, or applicable federal or state law against all appropriate parties or counsel.

During the arbitration, the amount of any settlement offer shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you are entitled. If you have complied with this confidentiality requirement and the requirements of paragraph (3) and the merits arbitrator awards you an amount of money that exceeds the value of our last written settlement to you before the appointment of the merits arbitrator, then we will pay you \$1,000 in lieu of any smaller award. In determining whether you are entitled to the minimum \$1,000 recovery, the arbitrator shall not consider amounts offered or awarded for attorneys' fees or costs. Any disputes as to payment of the \$1,000 minimum recovery or attorneys' fees and costs shall be resolved by the arbitrator, and must be raised within 14 days of the arbitrator's ruling on the merits.

(6) Arbitration Fees: The payment and allocation of filing, administration, case-management, hearing, arbitrator, and other fees charged by NAM or the arbitrator ("NAM Fees") will be governed by applicable law and the NAM Rules. If applicable law requires a different allocation of NAM Fees for this arbitration provision to be enforceable, then that law shall be followed. You and we agree that arbitration should be cost effective for all parties, and either party may engage with NAM to seek fee reductions or to defer fees.

(7) Requirement of Individual Arbitration: The arbitrator may award relief (including damages, restitution, and declaratory or injunctive relief) 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. **YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR OUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING.** Further, except as specified in paragraph (8), unless both you and we agree otherwise, the arbitrator may not consolidate the claims of more than one person (except for the claims of co- or joint account owners pertaining to that account), and may not otherwise preside over any form of a representative, class, or private attorney general proceeding. If, after exhaustion of all appeals, any of these prohibitions on non-individualized relief and proceedings or on consolidation are found to be unenforceable, then all other aspects of the case must be arbitrated first. After completing arbitration, the remaining (non-arbitrable) aspects of the case will then be decided by a court.

(8) Coordinated Arbitrations: If 25 or more claimants submit Notices or seek to file arbitrations raising similar claims and are represented by the same or coordinated counsel (whether the cases are pursued simultaneously or not) (a "Mass Filing"), the NAM Mass Filing Supplemental Dispute Resolution Rules and Procedures will apply. In addition, all of the cases must be resolved in arbitration using bellwether and, if necessary, batched proceedings, as set forth below, if they are not resolved during the Informal Resolution Period or Informal Settlement Conferences. You agree to this process even though it may delay the arbitration of your claim.

This paragraph (8) is intended to facilitate the efficient and orderly resolution of Mass Filings. If any requirement of this paragraph (8) has not been met, the parties agree that a court can enjoin the filing or prosecution of arbitrations inconsistent with this paragraph and, unless prohibited by law, even absent a court order as contemplated above, the arbitration administrator shall not accept or administer the arbitrations nor demand fees in connection with such arbitrations. Similarly, any claimants who dispute whether their claims are part of a Mass Filing or otherwise subject to the requirements of this paragraph (8) may ask a court to resolve that dispute. If neither party wishes to bring the issue to a court, both parties retain the right to raise issues regarding compliance with, or applicability of, the requirements of this paragraph (8) and seek appropriate relief in arbitration, including from a process administrator.

In the first stage, we and claimants' counsel will each select up to 25 cases (50 cases total) to be filed in arbitration and resolved individually by different arbitrators (unless the parties agree otherwise or there are an

insufficient number of arbitrators available) ("Bellwether Arbitrations"). In the meantime, no other cases may be filed or proceed in arbitration, and the arbitration administrator must not assess or demand payment of fees for the remaining cases or administer or accept them. The arbitrators are encouraged to resolve the Bellwether Arbitrations within 120 days of appointment or as swiftly as possible thereafter, consistent with fairness to the parties.

In the second stage, after all the Bellwether Arbitrations are complete, the parties must engage in a single global mediation of all remaining cases. We will pay the mediation fee.

For any cases that are not resolved following global mediation, to increase the efficiency of administration and resolution of the remaining arbitrations, NAM shall (1) administer the arbitration demands in batches of 100 arbitrations per batch (or, if between 25 and 99 individual arbitrations are filed, a single batch of all those arbitrations, and, to the extent there are fewer than 100 arbitrations left over after the batching described above, a final batch consisting of the remaining arbitrations); (2) appoint one arbitrator for each batch, whom NAM will appoint without soliciting input or feedback from any party; and (3) provide for the resolution of each batch on a consolidated basis with one set of filing and administrative fees due per side per batch, one procedural calendar, one hearing (if any) in a place to be determined by the arbitrator, and one final award ("Batch Arbitration"). NAM shall administer all batches concurrently, to the extent possible.

You and we agree to cooperate in good faith with NAM to implement the Batch Arbitration process, including the payment of single filing and administrative fees for batches of arbitrations, as well as any steps to minimize the time and costs of arbitration, which may include, but are not limited to: (1) the appointment of a discovery special master to assist the arbitrator in the resolution of discovery disputes; and (2) the adoption of an expedited calendar of the arbitration proceedings. This Batch Arbitration provision shall in no way be interpreted as authorizing or creating a class, collective and/or mass arbitration or action of any kind, or arbitration involving joint or consolidated claims under any circumstances, except as expressly set forth in this provision, and nothing about the Batch Arbitration process will preclude any party from participating in any arbitration administered according to that process.

If your case is part of a Mass Filing, the Informal Resolution Period for the claims and relief set forth in that Notice (and any applicable defenses or counterclaims) will be extended (including the tolling of any limitations periods) until that Notice is selected for adjudication, withdrawn, or otherwise resolved.

This paragraph is intended to be severable from the rest of this arbitration provision. If, after exhaustion of all appeals, a court decides that this paragraph (8) or any provision in it is not enforceable, in whole or in part, the unenforceable provision shall be severed, and all of the cases resolved as efficiently as possible, using test cases and/or batched proceedings (to the extent permitted by law) to avoid the expense of separate NAM Fees for every case. In all events, NAM Fees will be invoices as the arbitrations advance and arbitrators are appointed rather than when the arbitrations are initiated.

(9) Future Changes to Arbitration Provision: Notwithstanding any provision in this Agreement to the contrary, you and we agree that if we make any future change to this arbitration provision (other than a change to the Notice Address), you may reject that change by sending us written notice within 30 days of notice of the change to the Notice Address. To be valid, your rejection must (1) include your name, mailing and email addresses, phone number, and account number; (2) be signed personally by you; and (3) be received by us within 30 days of the first notice of the change. By rejecting that future change, you are agreeing that you will arbitrate any dispute or claim between you and us in accordance with the language of this provision, as amended by any changes that you did not timely reject.

(10) Right to Reject Arbitration Provision: If you do not wish to arbitrate, you have 30 days to reject this arbitration provision by sending a rejection notice to the Notice Address above ("Rejection Notice"). To be valid, a Rejection Notice must: (a) include your name, mailing and email addresses, phone number, account number, and a statement, personally signed by you, that you are rejecting the arbitration provision in this agreement; and (b) be received by us within 30 days after the opening of your account. If an arbitration provision has been added for the first time to the agreement for an existing account, your Rejection Notice must be postmarked on or before the effective date of that amendment to that agreement. If your Rejection

Notice complies with these requirements, this arbitration provision will not apply to you with respect to any claims that you or we commence in litigation or arbitration after we receive your Rejection Notice. Rejecting this arbitration provision will not affect your other rights or responsibilities under this agreement. Nor will it affect any other arbitration agreements between you and us, such as arbitration provisions in other contracts between you and us.

(11) Military Lending Act: If you are a covered member of the armed forces or the dependent of a covered member within the meaning of the Military Lending Act and your agreement with us involves an extension of consumer credit under that Act, then you are not required to arbitrate disputes.

FORUM SELECTION – Unless you and we agree otherwise, to the greatest extent permitted by law, the state and federal courts in Nashville, Tennessee will have exclusive jurisdiction over any disputes (except for disputes brought in small claims court) that are not subject to arbitration or over any action involving the applicability or enforceability of the Dispute Resolution By Binding Arbitration provision. You and we consent to the jurisdiction of those courts and waive any objections as to personal jurisdiction or venue in those courts or any right to seek to transfer or change venue of any such action to another court.

FUNDS AVAILABILITY POLICY - Your Ability to Withdraw Funds Effective 07/01/2025: Depending on the type of check that you deposit, funds may not be available until the seventh business day of your deposit. The first \$275.00 of your deposits, however, will be available on the first business day. This policy statement applies to "transaction accounts." Transaction accounts, in general, are accounts that permit an unlimited number of payments to third persons and an unlimited number of telephone and preauthorized transfers to your other accounts with us. The most common examples of transaction accounts are checking accounts, NOW accounts (sometimes called Interest Checking or Money Market Checking), and share draft accounts. Money market deposit accounts (MMDAs, or Money Market Savings accounts) are classified as nontransaction accounts (savings accounts under Reg. DD) because check or drafts against the account or similar third-party transfers are limited. Our policy is to make funds from your cash and check deposits, including check deposits made by Mobile Deposit, available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once the funds are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written. Please remember that even after we have made funds available to you and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before closing on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after closing or on a day we are not open, we will consider that the deposit was made on the next business day we are open. If you make a deposit at an ATM before 4:00 p.m. CST on a business day (Monday-Friday) that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit at an ATM after 4:00 p.m. CST or on a day we are not open, we will consider that the deposit was made on the next business (Monday-Friday) day we are open. If you make a deposit using our Mobile Deposit Services before 4:00 p.m. CST on a business day (Monday-Friday) that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit using our Mobile Deposit Services after 4:00 p.m. CST or on a day we are not open, we will consider that the deposit was made on the next business (Monday-Friday) day we are open. If we cash a check from you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in one of your accounts. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it. If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in the account to which the deposit is made. The funds in the account would then not be available for withdrawal until after the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

Longer Delays May Apply

Case-by-Case Delays- In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$275 of your deposits, however, may be available on the first business day. If we are not going to make all of the funds from your deposit available on the

first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available. **Safeguard Exceptions** - In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$6,725 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment. We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit.

Special Rules for New Accounts

If you are a new customer, the following special rules will apply during the first 30 days your account is open. Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$6,725 of a day's total deposits of cashier's, certified, teller's, travelers, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$6,725 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$6,725 will not be available until the second business day after the day of your deposit. Funds from all other check deposits will be available on the ninth business day after the day of your deposit.

PAYMENT ORDER OF ITEMS - The order in which items are paid is important if there is not enough money in your account to pay all of the items that are presented. The payment order can affect the number of items overdrawn or returned unpaid and the amount of the fees you may have to pay. To assist you in managing your account, we are providing you with the following information regarding how we process those items. Regulations permit FirstBank to pay items (such as check and drafts) drawn on your account in any order. If more than one check or order is presented for payment on the same banking day and the total amount is more than the available balance, you agree FirstBank may pay, accept, or charge them in any order. FirstBank may also debit the account on or after receiving notice of an electronic funds transfer, wire order, or other transaction debiting the account. The amounts of the Overdraft Item Fee and Nonsufficient Funds Fee are disclosed elsewhere. FirstBank encourages you to make careful records and practice good account management. This will help avoid writing checks or drafts without sufficient funds and incurring the resulting fees. Assuming all deposit and withdrawal transactions below are made and received within the same business day, they will post to your account in the following order*:

1. Credits in ascending dollar amount
2. Bank initiated debits in ascending dollar amount
3. Non-returnable debits in ascending dollar amount (e.g. wires, ACH, debit card, ATM withdrawal, internal funds transfers, bill pay)
4. Non-returnable debits (e.g. "on us" cashed checks) in ascending dollar amount
5. Returnable debit. ACH debit by ascending dollar amount
6. Checks in ascending dollar amount
7. System generated transactions: service charges and fees

*In certain instances, it may take longer for debit card purchases to be presented by the retailer. These are typically presented within 3 business days, but it may take longer.

ELECTRONIC NOTICE AND DISCLOSURE - This disclosure describes the process that must occur before we can provide you with electronic disclosures and notices (such as by email or website.) It also describes your rights in the event you consent to receiving electronic disclosures and notices. First, we must inform you as to the computer hardware and software requirements to receive and keep the electronic disclosures and notices. Then we must make an electronic request for your consent. Finally, you must give your consent electronically in response to our request. You understand prior to giving your consent that:

1. Your consent applies only to disclosures and notices regarding your deposit accounts, excluding your periodic account statements;
2. Unless you consent, you have the right to receive all required disclosures in paper or non- electronic form;
3. Even after consent, if you want to receive a paper copy of the disclosure in addition to the electronic disclosure you can obtain one free of charge by calling us;
4. You can withdraw your consent at any time by calling us; and
5. You must promptly provide us with the information (such as an email address) needed to communicate with you electronically and update us as to any changes in such information by calling us.

We reserve the right to provide any disclosures or notices in writing, rather than electronically. Except as otherwise provided in this or other agreements, by law, or on our website, you cannot give us notices electronically, and all notices from you must be in writing.

NOTICE REGARDING INACCURATE INFORMATION - As a participant in the consumer reporting system, we furnish information about our experience with you to consumer reporting agencies. These consumer reports allow us to make credit and other opportunities available to you. If you believe that we have furnished information to a consumer reporting agency that is inaccurate please notify us at the following address and identify the specific information that is inaccurate:

FirstBank, Customer Service
1221 Broadway Avenue, Suite 1300
Nashville, TN 37203
Telephone: (800) 413-4211

NOTICE OF NEGATIVE INFORMATION - Federal law requires us to provide the following notice to customers before any "negative information" may be furnished to a nationwide consumer reporting agency. "Negative information" includes information concerning delinquencies, overdrafts or any form of default. This notice does not mean that we will be reporting such information about you, only that we may report such information about customers that have not done what they are required to do under our agreement. After providing this notice, additional negative information may be submitted without providing another notice. We may report information about your account to credit bureaus.

OTHER TERMS AND CONDITIONS OF YOUR ACCOUNT

PLEDGES - Each owner of this account may pledge all or any part of the funds in it for any purpose to which we agree. Any pledge of this account must first be satisfied before the rights of any surviving account owner or account beneficiary become effective.

Fictitious Business Name Accounts - If the name in which the account is held is fictitious, each account holder represents that one or more of the account holders have the right to use that name and have fulfilled all legal requirements for using and or doing business under that name.

POWER OF ATTORNEY - You may wish to appoint an agent to conduct transactions on your behalf. (We, however, have no duty or agreement whatsoever to monitor or insure that the acts of the agent are for your benefit.) This may be done by allowing your agent to sign in that capacity on the signature card or by separate form, such as a power of attorney. A power of attorney continues until your death or the death of the person given the power. If the power of attorney is not "durable," it is revoked when you become incompetent. We may continue to honor the transactions of the agent until: (a) we have received written notice or have actual knowledge of the termination of the authority or the death of an owner, and (b) we have had a reasonable opportunity to act on that notice or knowledge. You agree not to hold us responsible for any loss or damage you may incur as a result of our following instructions given by an agent acting under a valid power of attorney.

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

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

retirement account (e.g., an IRA) are examples of some of the others. Deposit Insurance for a person's self-directed qualified retirement account is up to \$250,000.00. (An IRA is a self-directed qualified retirement account as is any account where the owner decides where and how to invest the balance.) Funds are insured to \$250,000.00 per depositor for the total of funds combined in all of your other insured accounts with us. If you want a more detailed explanation or additional information, you may ask us or contact the FDIC. You can also visit the FDIC website at www.fdic.gov and click on the Deposit Insurance link. The link includes detailed contact information as well as a deposit insurance estimator.

Unclaimed Property - The law establishes procedures under which unclaimed property must be surrendered to the state. (We may have our own rules regarding dormant accounts, and if we charge a fee for dormant accounts it will be disclosed to you elsewhere.) Generally, the funds in your account are considered unclaimed if you have not had any activity or communication with us regarding your account over a period of years. Ask us if you want further information about the period of time or type of activity that will prevent your account from being unclaimed. If your funds are surrendered to the state, you may be able to reclaim them, but your claim must be presented to the state. Once your funds are surrendered, we no longer have any liability or responsibility with respect to the funds.

UTMA ACCOUNTS - Under the Uniform Transfers to Minors Act, the funds in the account are owned by the child who has unconditional use of the account when or she reaches the age of the majority. Before that time, the account may be accessed only by the custodian (or successor custodian), and the funds must be used for the benefit of the child. We, however, have no duty or agreement whatsoever to monitor or insure that the acts of the custodian (or successor custodian) are for the child's benefit. For this type of account, the child's SSN/TIN is used for the Backup Withholding Certification.

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

BACKUP WITHHOLDING/TIN CERTIFICATION - Federal tax law requires us to report interest payments we make to you of \$10 or more in a year, and to include your taxpayer identification number (TIN) on the report (the taxpayer identification number is your social security number if you are an individual.) Interest includes dividends, interest, and bonus payments for purposes of this rule. Therefore, we require you to provide us with your TIN and to certify that it is correct. In some circumstances, federal law requires us to withhold and pay to the IRS a percentage of the interest that is earned on funds in your accounts. This is known as backup withholding. We will not have to withhold interest payments when you open your account if you certify your TIN and certify that you are not subject to backup withholding due to underreporting of interest. (There are special rules if you do not have a TIN but have applied for one, if you are a foreign person, or if you are exempt from reporting requirements.) We may subsequently be required to begin backup withholding if the IRS informs us that you supplied an incorrect TIN or that you underreported your interest income.

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

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

ADVISORY AGAINST ILLEGAL USE - You agree not to use your FirstBank

VISA® Debit Card for illegal gambling or other illegal purposes. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in the jurisdiction in which you may be located.

International ACH Transactions - Financial institutions are required by law to scrutinize and verify any international ACH transaction (IAT) that they receive against the Specially Designated Nationals (SDN) list of the Office of Foreign Assets Control (OFAC). This action may, from time to time, cause us to temporarily suspend processing of an IAT and potentially affect the settlement and/or availability of such payments.

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

VISA USA charges us a 0.8% International Service Assessment on all international transactions, regardless of whether there is a currency conversion. If there is a currency conversion, the International Service Assessment is 1% of the transaction. The fee we charge you for international/currency conversions is disclosed separately. An international transaction is a transaction where the country of the merchant is outside the United States of America.

FOREIGN ACCOUNTS - Unless we agree in writing to the contrary, funds held in accounts at our offices located outside of the United States of America and the District of Columbia (termed "foreign accounts" in this section) are payable solely in the country in which your account was opened and is maintained. Payment from foreign accounts may not be demanded from our offices in the United States. Funds are payable only in the currency of the country in which the foreign account is held. Offices located in the United States do not accept responsibility for any loss or damages incurred by any owner or payee of a foreign account resulting from government orders, laws, or from any other cause beyond our control. Owners of foreign accounts assume whatever risk may exist that the foreign country in which an office is located might impose restrictions on withdrawals.

CHECK STORAGE AND COPIES - You agree that you will not receive your cancelled checks. We will store your cancelled checks or copies of them for a reasonable retention period. You may request copies from us in the manner we require.

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

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

ACCOUNT MANAGEMENT - Prudent management of your account will ensure that funds are always available to pay all checks/debits presented for payment.

Overdraft and Returned Item Fees apply to overdraft and returned items created by check, in person withdrawal, ATM withdrawal or other electronic means.

MOBILE BANKING - Mobile Deposit is an added feature of our Mobile

Banking Service that is available to online banking customers. This service allows you to deposit certain items into eligible bank accounts using your mobile device.

Endorsement Requirements - We reserve the right to reject any check that does not meet these specific endorsement requirements. Endorsements must be made on the back of check within 1 1/2 inches from the top edge. The endorsement must include your signature and should include the words "For Mobile Deposit Only to FirstBank."

MOBILE BANKING DEPOSIT LIMITS - We reserve the right to impose limits on the amount(s) and/or number of items that you transmit using the Mobile Deposit service and to modify such limits from time to time. In addition to those limitations elsewhere described, if any, the following limitations apply: \$5,000 (Five Thousand Dollars) per item/per day. \$15,000 (Fifteen Thousand Dollars) per month. No more than five (5) items per day. No more than twenty-five (25) items per month.

MOBILE BANKING ACCOUNT SECURITY - in addition to the terms and conditions outlined in section 31 Account Security, Duty to Protect Account Information and Methods of Access: it is your responsibility to protect your Online Banking Credentials, including but not limited to username, password and two-factor authentication codes received including the account numbers and digital services (e.g., mobile app) we provide you for your account(s). Do not discuss, compare, or share information about your online banking credentials with anyone unless you are willing to give them full use of your money. Prevent unauthorized access to your accounts by keeping your Online Banking Credentials confidential and ensure you log out of digital services when you are finished. If you choose to activate a device code or biometric feature (such as a fingerprint or face scanner), it is your responsibility to control access to digital services just as you would with your username and password. You acknowledge that any person who has a device code or biometric featured stored in your device may be able to access digital services on that device. Online Banking credentials can be used to electronically remove money from your account, payments can be made from your account(s) even though you did not contact us directly, account information can be accessed including personal information and/or unauthorized transactions completed. You must take precaution in safeguarding your Online Banking Credentials. We will never ask you to share your Online Banking Credentials, and you do not need to share your Online Banking Credentials to send or receive money using digital services. If you give another person or business access to digital services by sharing your Online Banking Credentials, you agree that each such third-party will be authorized to act on your behalf and will be bound by this agreement (and any separate agreement governing your account). We are not responsible for managing the authority of your third-party relationships or the use of digital services by an authorized third-party using your Online Banking Credentials. You will be presumed to have authorized any activity performed using your Online Banking Credentials, even if you do not specifically intend it. If you have shared your Online Banking Credentials with a third-party and wish to revoke that access, you must contact us to block access to digital services until new Online Banking Credentials are established. Notify us at once if you believe your Online Banking Credentials have been misused or stolen. As between you and us, if you are negligent in safeguarding your Online Banking Credentials, you must bear the loss entirely yourself. Please see the End User Agreement/Mobile Banking Disclosure for more information regarding Mobile Banking and Mobile Deposit.

CONSUMER SCHEDULE OF FEES

Effective April 27, 2026

PERSONAL ACCOUNTS

FIRSTREWARDS CHECKING

\$0 per monthly statement cycle. Electronic statements are required.

INTEREST CHECKING

\$8 per monthly statement cycle if account balance falls below \$1,000 any day of the monthly statement cycle.

ESSENTIAL CHECKING

Electronic statements. Additional fees may apply for paper statements.

SWIPE SMART

Electronic and paper statements are available. Dormant and escheatment fees are waived.

USA CHECKING

\$0 per monthly statement cycle.

FIRSTRATE MONEY MARKET

\$10 per month will be imposed if the account balance falls below \$5,000 any day of the statement cycle.

\$2 will be assessed for each withdrawal over six per statement cycle.

CONSUMER FED FUNDS MONEY MARKET

\$10 per month will be imposed if the account balance falls below \$100,000 any day of the statement cycle, waived with Essential Checking.

\$2 will be assessed for each withdrawal over six per statement cycle.

MONEY MARKET TIERED

\$10 per month will be imposed if the account balance falls below \$2,500 any day of the statement cycle.

\$2 will be assessed for each withdrawal over six per statement cycle.

BASIC SAVINGS

\$5 per statement cycle if account balance falls below \$50 any day of the statement cycle.

\$2 per each withdrawal over six per month.

FIRSTUP SAVINGS

\$5 per statement cycle if account balance falls below \$50 any day of the statement cycle.

\$2 per each withdrawal over six per month.

COMPANION SAVINGS

\$5 per statement cycle if account balance falls below \$50 any day of the statement cycle.

\$2 per each withdrawal over six per month.

HEALTH SAVINGS ACCOUNT

\$0 per monthly statement cycle.

CHRISTMAS SAVINGS

\$2 per withdrawal over six per month.

UTMA (Uniform Transfers to Minor Act)

\$2 per withdrawal over six per month.

ADDITIONAL MISCELLANEOUS FEES

Wire Transfer - \$15 for incoming domestic and international, \$20 for outgoing domestic, \$50 for outgoing international.

Account Research - \$20 an hour with a \$25 minimum.

Dormant Accounts - \$5 service charge per account cycle on balances below \$1,000 and no transaction activity for 18 months.

Account Closing Fee - \$15 for accounts closing within six months of opening date.

Escheatment Fee - \$100

ATM Debit Card Replacement Fee - \$5 (First two cards free)

Statement Reprints - \$5 without images - \$10 with images

Paper Statement Fee - \$2.50

Overdraft Item Fee* - \$35

Night Depository Bag - \$20 (First bag free)

Sweep Transaction Charge - \$5

Stop Payment Charge - \$32

Account Activity Printouts - \$5

Account Verification - \$25

Garnishments/Levies - \$125 (or the maximum allowed by applicable law)

Money Orders - \$7.50

Cashier's Checks - \$5

Photocopies - \$0.25 per page

ATM TRANSACTIONS

No charge for use of ATMs at office/branch locations or ATMs displaying the FirstBank logo.

Non-ATM provider may charge additional fee.

*Overdrafts may be created by check, in-person withdrawals, ATM withdrawals or other electronic means.



FACTS **WHAT DOES FIRSTBANK DO WITH YOUR PERSONAL INFORMATION?**

Why? Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

What? The types of personal information we collect, and share depend on the product or service you have with us. This information can include:

- Social Security number and income
- account balances and payment history
- credit history and credit scores

How? All financial companies need to share customers’ personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers’ personal information; the reasons FirstBank chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does FirstBank share?	Can you limit this sharing?
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes— to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates’ everyday business purposes— information about your transactions and experiences	Yes	No
For our affiliates’ everyday business purposes— information about your creditworthiness	Yes	Yes
For our affiliates to market to you	Yes	Yes
For nonaffiliated to market to you	No	We don’t share

To limit our sharing

- Call 1-800-413-4211 to notify us of your choice.

Please note: If you are a *new* customer, we can begin sharing your information 30 days from the date we sent this notice. When you are *no longer* our customer, we continue to share your information as described in this notice.

However, you can contact us at any time to limit our sharing.

Questions?

- Call 1-800-413-4211 or ask a FirstBank associate at your local branch.

Who we are	
Who is providing this notice?	FirstBank and family of companies that provide lending, investment, and insurance products and services; FirstBank, FB Financial, a division of FirstBank, Nashville, Tennessee, FB Financial Corporation, a financial holding company, Farmers State Bank. FirstBank Mortgage, FirstBank Investment Partners, and Farmers Bank of Lynchburg.
What we do	
How does FirstBank protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does FirstBank collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> ■ open an account or apply for a loan ■ pay your bills or make deposits or withdrawals from your account ■ use your credit or debit card <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> ■ sharing for affiliates' everyday business purposes—information about your creditworthiness ■ affiliates from using your information to market to you ■ sharing for nonaffiliated to market to you
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account.
Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> ■ <i>Our affiliates include; (i) FB Financial Corporation, a financial holding company, (ii) FirstBank Insurance, Inc., (iii) Investor's Title Company, Inc.</i>
Nonaffiliated	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> ■ <i>FirstBank does not share with nonaffiliated companies, except in the context of joint marketing with other financial companies.</i>
Joint marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> ■ <i>Our joint marketing partners include investment companies, insurance companies, and affinity financial service companies.</i>

FirstBank, Member FDIC.

