

*Deposit Account  
Agreement & Disclosures*

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**LEGAL DETAILS**



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## CONSUMER DEPOSIT ACCOUNT AGREEMENT

### GENERAL AGREEMENT.

The terms “you” and “your” refer to the depositor (whether multi-party or single-party) and the terms “we,” “us” and “our” refer to the financial institution. The acronym “NOW” means Negotiable Order of Withdrawal. You understand the following Account Agreement (“Agreement”) governs your account with us along with any other documents applicable to your account, which includes the Truth In Savings Account Disclosure and the Privacy Policy, and where applicable, the Funds Availability Policy and the Electronic Fund Transfer (Agreement and) Disclosure (“Disclosures”), which are incorporated by reference. By providing a written or electronic signature on the Account Information document or other agreement to open your account, or by using any of our deposit account services, you and any identified account owners agree to the terms contained in this Account Agreement.

### GENERAL RULES

The following rules apply to all types of accounts:

**1. Deposits:** Deposits may be made in person, by mail, or in another form and manner as agreed by us in our sole discretion. We are not responsible for transactions mailed until we actually receive and record them. We may, at our sole discretion, refuse to accept particular instruments as deposits. Cash deposits are credited to your account according to this Agreement. Other items you deposit are handled by us according to our usual collection practices. If an item you deposit is returned unpaid, we will debit your account and adjust any interest earned. You are liable to us for the amount of any check you deposit to your account that is returned unpaid. In addition, you are liable to us for all costs and expenses related to the collection of any or all of that amount from you. Funds deposited to your account are available in accordance with the Disclosures.

**2. Collection of Deposited Items:** In receiving items for deposit or collection, we act only as your agent and assume no responsibility beyond the exercise of ordinary care. All items are credited subject to final settlement in cash or credits. We shall have the right to forward items to correspondents including all Federal Reserve Banks, and we shall not be liable for default or neglect of said correspondents for loss in transit, nor shall any correspondent be liable except for its own negligence. You specifically authorize us or our correspondents to utilize Federal Reserve Banks to handle such items in accordance with provisions of Regulation J (12 CFR Part 210), as revised or amended from time to time by the Federal Reserve Board. In the event we are subject to local clearinghouse rules, you specifically authorize us to handle such items in accordance with the rules and regulations of the clearinghouse.

If we permit you to withdraw funds from your account before final settlement has been made for any deposited item, and final settlement is not made, we have the right to charge your account or obtain a refund from you. In addition, we may charge back any deposited item at any time before final settlement for whatever reason. We shall not be liable for any damages resulting from the exercise of these rights. Except as may be attributable to our lack of good faith or failure to exercise ordinary care, we will not be liable for dishonor resulting from any reversal of credit, return of deposited items or for any damages resulting from any of those actions.

**3. Set-offs and Liens:** We may set-off funds in your account and any other accounts held by you, jointly or individually, to pay any debt you may owe us; this includes any item(s) that we have cashed for you that are returned to us unpaid. If the account is a multi-party account, we may offset funds for the debt of any one of the owners. In addition, you grant to us a security interest in your deposit accounts to secure any debt you may owe us in any non-consumer transaction.

**4. Claims:** In response to any garnishment, attachment, restraining order, injunction, levy, citation to discover assets, judgment, reclamation, other order of court or other legal process (“Claim(s)”), we have the right to place a hold on, remove from your account(s) and/or remit to the designated third-party(ies) any amount on deposit in your account as set forth in and required by such Claim(s). If the account(s) is/are held jointly, we may place the hold, remove from the account(s) and/or remit the amounts from the account(s) arising from any Claim(s) relating to any one or more of the account holders.

In addition, we may charge against your account(s) any fee authorized by law in connection with the Claim(s) or as otherwise set forth in the Disclosures.

**5. Expenses:** You agree to be liable to us for any loss, cost or expense that we incur as a result of any dispute involving your account, including reasonable attorneys’ fees to the extent permitted by law, and you authorize us to deduct such loss, cost, or expense from your account without prior notice to you.

**6. Dormant/Inactive Accounts:** You understand that if your account is dormant or inactive, you may be charged the fee specified in the Disclosures and we may stop paying interest to the extent permitted by law. You understand that your account balance may be escheated (that is, turned over to the state) in accordance with state law.

**7. Multi-Party, Pay on Death, Fiduciary and Custodial Accounts:** You acknowledge that if your account is set up as a multi-party, pay on death, fiduciary or custodial account, it is your sole responsibility to determine the legal effects of opening and maintaining an account of this nature.

**8. Single-Party Accounts:** If the account is noted as a single-party account, at the death of the individual, ownership of the funds remaining in the account will pass to the individual’s estate. If the account is noted as a single-party with pay on death designation, upon the death of the party, ownership passes to the pay on death beneficiary(ies) and will not be part of the deceased party’s estate.

**9. Multi-Party Accounts:** If the account is designated as a multi-party account, the parties own the account in proportion to net contributions unless there is clear and convincing evidence of a different intent. If the account is designated as a multi-party with right of survivorship, upon the death of one of the parties to the account, ownership passes equally to the surviving party(ies) as his or her separate property and estate. However, if one of the surviving parties is the spouse of the deceased party then the ownership interest of the deceased party passes to the surviving spouse. Upon the death of the last party of a multi-party account, ownership of the proceeds of the account passes over to the deceased party’s estate. If the account is designated as a multi-party without right of survivorship, upon death of party, the deceased party’s ownership interest passes as part of the deceased party’s estate.

Upon our written notification of death of any person named on the account, we may freeze the account until we have received satisfactory evidence as to the disposition of the account. If the account is designated as a multi-party with riah of survivorship and pay on death, upon the death of the last surviving party, ownership passes to the pay on death beneficiary(ies) and is not part of the last surviving party’s estate. In the case of an account where more than one beneficiary is named on the account, the beneficiaries shall share equally in the funds of the account, unless otherwise indicated. If the primary beneficiary predeceases the owner(s), when two or more contingent beneficiaries are named and survive the death of the owner(s), such beneficiaries will own this account in equal shares without the right of survivorship, unless otherwise indicated. Named beneficiaries are assumed to be primary unless indicated as contingent.

If this account is a multi-party account between two parties authorized by law to hold community property together, the following community property rules apply: if the account is noted as a multi-party account with right of survivorship, this account will be in the name of the parties who intend to fund the account with community property and hold the property with right of survivorship. Upon the death of either party, the property will vest in and belong to the surviving party. If the account is noted as a multi-party account without right of survivorship, this account will be in the name of the parties who intend that all property in the account, including earnings, be held as community property without right of survivorship. Upon the death of either party, one-half of the property will vest in and belong to the surviving party, and the other one-half of the property will vest in and belong to the estate of the deceased party.

All deposits of a multi-party account are the property of the person(s) indicated on the account and we may release all or any part of the amount in the account to honor checks, withdrawals, orders or requests from any person

named on this account. Any person named on the account is liable for the amount of any overdraft fees regardless of whether he or she signed the item or benefited from the proceeds of the item. Upon receiving written notice from any person named on the account, we may freeze the account. The account may be frozen until we receive written notice, signed by all parties named in the account as to the disposition of funds. We may use the funds to satisfy a debt or judgment of any person named on the account if ordered to do so by a court of law.

**10. Pay on Death Account:** If this account is noted as a Pay on Death account, you may change the named beneficiary(ies) at any time by a written direction to us.

**11. Convenience Signer:** You may designate one or more convenience signers even if your account is not a Convenience Account. A designated convenience signer may make transactions on your behalf during your lifetime, but does not own the account during your lifetime. The designated convenience signer owns the account on your death only if the convenience signer is also designated as a P.O.D. payee or trust account beneficiary.

**12. Trust Account:** If the account is designated as a Trust account, the parties named as trustees to the account own the account in proportion to the parties’ net contributions to the account. A trustee may withdraw funds from the account. A beneficiary may not withdraw funds from the account before all trustees are deceased. On the death of the last surviving trustee, the ownership of the account passes to the beneficiary. The trust account is not a part of a trustee’s estate and does not pass under the trustee’s will or by intestacy, unless the trustee survives all of the beneficiaries and all other trustees.

**13. Custodial Account:** A custodial account is subject to applicable law as adopted by the state in which the account is opened. The documents that authorize the custodianship may be required for the account. An account opened under the Uniform Transfers/Gifts to Minors Act must be opened in the name of a custodian “as custodian for (name of minor) under the Uniform Transfer to Minors Act”. There may be only one custodian and one minor as beneficiary for each minor account.

**14. Convenience Account:** If the account is designated as a Convenience account, it must be opened in the names of the party and a cosigner, and the sums on deposit are paid or delivered to the party or to the cosigner “for the convenience” of the party. The party to the account owns the account. The cosigner to the account may make account transactions for the party. The cosigner does not own the account. On the death of the party, ownership of the account passes as part of the party’s estate under the party’s will or by intestacy. We may pay funds in the account to the cosigner before we receive notice of the death of the party. The payment to the cosigner does not affect the party’s ownership of the account.

**15. Power of Attorney:** If you wish to name another person to act as your attorney in fact or agent in connection with your account, we must approve the form of appointment.

**16. Fees, Service Charges and Balance Requirements:** You agree you are responsible for any fees, charges, balance, or deposit requirements as stated in the Disclosures.

**17. Non-Sufficient Funds and Overdrafts:** If your account lacks sufficient funds to pay a check, preauthorized transfer, or other debit activity presented for payment as determined by your available account balance or actual (ledger) balance, we may (1) return the item or (2) pay the item at our discretion.

**Available Balance:** The available balance reflects deposits and transactions that have been posted to your account, such as checks you have written, and transactions that have been authorized but not yet posted to your account, including deposit holds and holds on debit card transactions that have been authorized but not yet posted (i.e. preauthorization holds). These pending transactions and holds reduce your available balance. For example, you have \$100 in your account and you spend \$30, which shows as a pending transaction on your account. Your available balance is \$70.

**Fees:** If there are insufficient funds to pay an item based on your available balance, we may either: 1) return the item or 2) pay the item at our discretion. We may charge you fees if we return the item or pay the item on your behalf.

**Return Item For Non-Sufficient Funds:** If we do not pay the item on your behalf and return the item, we may charge you non-sufficient funds fees. Pursuant to NACHA Operating Rules and Guidelines and other applicable laws, an item may be presented for payment more than one time. We may charge you non-sufficient funds fees for each resubmission of an item or representation of a check, which means you may incur multiple non-sufficient funds fees if an item is returned more than one time. For example, you write a check from your account with us. The check is returned for non-sufficient funds, and we may charge you a non-sufficient fund fee. The same check is then represented to us for payment, and the check is returned again for non-sufficient funds. We may charge you a non-sufficient fund fee the second time the check is presented for payment and returned for non-sufficient funds.

**Overdrafts:** If we pay the item on your behalf, you will be responsible for the overdrawn balance, and we may charge you overdraft fees. As discussed above, subsequent pending transactions and holds impact your available balance, which may cause your account to become overdrawn and subject to overdraft fees. For example, you have \$100 in your account. You use your debit card at a gas station and a preauthorization hold of \$60 is placed on your account because the amount of the transaction is not known at the time of authorization, even though you only spent \$50 at the gas station. The authorization hold reduces your available balance to \$40. You then spend \$50 on groceries. If we pay this item on your behalf, you will be responsible for paying the overdrawn balance, and we may charge you overdraft fees.

**Actual (Ledger) Balance:** The actual (ledger) balance method calculates your account balance only based on transactions that have settled, and it does not reflect pending transactions or checks that have not posted to your account. For example, you have \$100 in your account and spend \$30. Your actual (ledger) balance is \$100 because the pending \$30 does not reduce the amount of funds you have to spend in your account.

**Fees:** If there are insufficient funds to pay an item based on your actual (ledger) balance, we may either: 1) return the item or 2) pay the item at our discretion. We may charge you fees if we return the item or pay the item on your behalf.

**Return Item For Non-Sufficient Funds:** If we do not pay the item on your behalf and return the item, we may charge you non-sufficient funds fees. Pursuant to NACHA Operating Rules and Guidelines and other applicable laws, an item may be presented for payment more than one time. We may charge you non-sufficient funds fees for each resubmission of an item or representation of a check, which means you may incur multiple non-sufficient funds fees if an item is returned more than one time. For example, you write a check from your account with us. The check is returned for non-sufficient funds, and we may charge you a non-sufficient fund fee. The same check is then represented to us for payment, and the check is returned again for non-sufficient funds. We may charge you a non sufficient fund fee the second time the check is presented for payment and returned for non-sufficient funds.

**Overdrafts:** If we pay the item on your behalf, you will be responsible for the overdrawn balance, and we may charge you overdraft fees.

If applicable, overdrafts may be covered by our standard overdraft practice that comes with your account or an overdraft protection plan, such as a link to an account or a line of credit. As part of our offered standard overdraft practice, we do not authorize and pay overdrafts on ATM or everyday debit card transactions unless you request us to do so. Please refer to the Overdraft Services Consent Form for more information about overdrafts and our standard overdraft policies, if applicable, and

refer to your Truth In Savings disclosure for more information about our overdraft privilege policy.

**18. Processing Order:** We will process items, such as credits, checks, and other debit items in accordance with our processing order policy. The processing order of these items is important because if your account balance has insufficient funds to pay for the items in the order that they are processed, we may charge you non-sufficient funds fees if we return the item or charge you overdraft fees if we pay the item on your behalf.

**19. Amendments and Alterations:** You agree that the terms and conditions governing your account may be amended by us from time to time. We will notify you of amendments as required by applicable law. Your continued use of the account evidences your agreement to any amendments. Notices will be sent to the most recent address shown on the account records. Only one notice will be given in the case of joint account holders.

**20. Notices:** You are responsible for notifying us of any address or name changes, the death of an account holder or other information affecting your account. Notices must be in a form and manner acceptable to us with enough information to allow us to identify the account. Notice sent by you to us is not effective until we have received it and have a reasonable opportunity to act on it. Written notice sent by us to you is effective when mailed to the last address supplied to us.

**21. Certified Beneficial Owner Information:** If you are obligated to certify beneficial owner information at the time the account is opened, you are responsible for notifying us of any changes to the certified beneficial ownership information that was provided to us. Notice should be made to us as soon as practical upon a change to the beneficial ownership information in a form and manner acceptable to us.

**22. Telephone and Electronic Communication:** You agree that we may call or send text messages to you at the telephone numbers that you provide to us, including a cell phone number, which may result in charges to you, for informational purposes regarding your account(s) with us. These calls and text messages may be made from an automatic telephone dialing system (i.e., an autodialer) or from an artificial or prerecorded voice message system. Additionally, you agree that we may send electronic communication to you at the email addresses you provide to us. You may contact us at any time if you no longer want to receive these communications from us.

**23. Online or Mobile Services:** If you open an account or obtain a product or service from us using our online or mobile services, we may record your personal information from a scan or a copy of your driver's license or other personal identification card, or we may receive an image or make a copy of your driver's license or other personal identification card. We may store or retain this information to the extent permitted by law.

**24. Closing Account:** We may close the account at any time, with or without cause, after sending you notice if advance notice is required by law. If applicable, a notice may be sent to you that specifies when the account will be closed. At our discretion, we have the authority to pay an otherwise properly payable check, which is presented after the closing of your account.

**25. Transfers and Assignments:** You cannot assign or transfer any interest in your account unless we agree in writing.

**26. Applicable Laws and Regulations:** You understand that this Agreement is governed by the laws of the state in which the account is opened, unless federal law controls. Changes in these laws may change the terms and conditions of your account. We will notify you of any changes as required by law.

**27. ACH and Wire Transfers:** This Agreement is subject to Article 4A of the Uniform Commercial Code - Funds Transfers as adopted by the state in which the account is opened. If you send or receive a wire transfer, you agree that Fedwire® Funds Service may be used. Federal Reserve Board Regulation J is the law that covers transactions made over Fedwire® Funds Service. When you originate a funds transfer for which Fedwire® Funds Service is used, and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or

beneficiary institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. If you are a party to an Automated Clearing House ("ACH") entry, you agree that we may transmit an entry through the ACH, and you agree to be bound by the National Automated Clearing House Association ("NACHA") Operating Rules and Guidelines, the rules of any local ACH, and the rules of any other systems through which the entry is made.

**Provisional Payment:** Credit we give you is provisional until we receive final settlement for that entry. If we do not receive final settlement, you agree that we are entitled to a refund of the amount credited to you in connection with the entry, and the party making payment to you via such entry (i.e., the originator of the entry) shall not be deemed to have paid you in the amount of such entry.

**Notice of Receipt:** We will not provide you with notice of our receipt of the order, unless we are so requested by the transfer originator in the order. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you.

**Choice of Law:** We may accept on your behalf payments to your account which have been transmitted, that are not subject to the Electronic Fund Transfer Act, and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state where we are located.

**International ACH Transactions:** If your transaction originates from a financial agency that is outside of the territorial jurisdiction of the United States, it may be subject to additional review for compliance with the rules of the Office of Foreign Assets Control (OFAC). If additional review is required, the International ACH transaction will not be available to you until it passes final verification.

## 28. Stop Payments

**Stop Payments on Checks:** If you request us to stop payment on a check you have written, you will give written or other confirmation as allowed by us within 14 days of making the request. If you fail to confirm an oral stop payment request within the 14 days, unless our policy provides otherwise, we reserve the right to cancel the request. Your stop payment request must describe the item or account with reasonable certainty and we must receive the request in a time and way that gives us a reasonable opportunity to act on it. A stop payment on a check you have written will remain in effect until the earlier of 1) six months or other time period not less than six months as specified in the Stop Payment Order, or 2) until we receive written revocation of the stop payment.

If the item on which a Stop Payment Order has been placed has not yet cleared or been returned to you by the payee, you may renew the Stop Payment Order for an additional six months by providing a request to us in a record or writing within the time period the Stop Payment Order is in effect. Our acceptance of a stop payment request does not constitute a representation by us that the item has not already been paid or that we have had a reasonable opportunity to act on the request. We may accept a stop payment request on lost or stolen checks, whether a single check or series, unless our policy requires we open a new account for you to ensure your security. Written communication includes communication by electronic record.

**Stop Payments on ACH Debits:** A Stop Payment Order may be placed on either a one-time debit transfer or on a multiple debit entry transfer. If you request a Stop Payment Order on an Electronic Check Conversion or other one-time debit transfer, we must receive the request, orally or in a record or writing, in a period of time that provides us a reasonable opportunity to act on it prior to acting on the debit entry, otherwise the Stop Payment Order shall be of no effect. If you requested a stop payment on a multiple or future debit entry transfer, we must receive the Stop Payment Order, orally or in a record or writing, at least three business days before a scheduled debit entry. Requests to stop all future payments on an ACH debit transfer may require additional documentation to be supplied to us. Oral stop payment orders are

binding on us for 14 calendar days only, unless our policy provides otherwise, and must be confirmed by you in a record or writing within that period.

A Stop Payment Order on an ACH debit will remain in effect until the earlier of 1) your withdrawal of the Stop Payment Order, or 2) the return of the debit entry, or, where a Stop Payment Order is applied to more than one debit entry under a specific authorization involving a specific payee (Originator), the return of all such debits. When a stop is placed on a multiple or future debit entry transfer, we may require your confirmation in a record or writing stating that you have canceled your authorization for the transfer with the payee (a Stop Payment Order does not revoke authorization). Written communication includes communication by electronic record.

The Stop Payment Order shall be governed by the provisions of Article 4A of the Uniform Commercial Code as adopted by the state in which the account is opened, the Electronic Fund Transfer Act (Regulation E), NACHA Operating Rules, and any applicable state law. You may be charged a fee every time you request a Stop Payment Order and for each Stop Payment Order renewal you make. You understand that we may accept the stop payment request from any of the joint owners of the account regardless of who signed the check or authorized the transfer. A release of the Stop Payment Order may be made only by the person who initiated the stop payment request.

**29. Checks:** All negotiable paper ("checks") presented for deposit must be in a format that can be processed and we may refuse to accept any check that does not meet this requirement. All endorsements on the reverse side of any check deposited into your account, or on any check issued by you, must be placed on the left side of the check when looking at it from the front, and must be placed so as to not go beyond an area located 1-1/2 inches from the left edge of the check when looking at it from the front. It is your responsibility to ensure that this requirement is met. You are responsible for any loss incurred by us for failure of an endorsement to meet this requirement.

**30. Electronic Checks and Electronically-Created Items:** Pursuant to Regulation CC, electronic checks may be treated the same as paper checks for check collection and processing purposes. See the Substitute Checks section for more information. Electronically-created items ("ECI") are check-like items created in electronic form that never existed in paper form. For example, you set up automatic bill payments with us to pay your utility bill. From your account information, we create an ECI that is sent to your utility company for payment. An ECI cannot be used to create a substitute check since it never existed in paper form.

**31. Substitute Checks:** To make check processing faster, federal law permits financial institutions to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check. Some or all of the checks that you receive back from us may be substitute check(s). An electronic check can be used to create a substitute check since the electronic image and electronic information was derived from its paper form.

**32. Remote Deposit Capture:** Remote deposit capture ("RDC") allows you to make deposits to your account from remote locations by electronically transmitting digital images of your original paper checks, which are drawn on or payable through United States financial institutions in United States dollars to us. We may then use the digital image to create an electronic check or substitute check for collection. If you use our RDC services, if applicable, we may require you to endorse the back of the paper check to indicate that it has been remotely deposited. For example, "for mobile deposit only."

**33. Preauthorized Checks or Drafts:** You should guard information about your account (such as your routing number and your account number) as carefully as you would guard blank checks. If you voluntarily give such information about your account to a party which is seeking to sell you goods or services, without physically delivering a check to it, any debit to or withdrawal from your account it initiates will be deemed authorized by you.

**34. Stale or Postdated Checks:** We reserve the right to pay or dishonor a check more than 6 months old without prior notice to you. If you can write

checks on your account, you agree not to postdate any check drawn on the account. If you do and the check is presented for payment before the date of the check, we may pay it or return it unpaid. We are not liable for paying any stale or postdated check. Any damages you incur, that we may be liable for are limited to actual damages not to exceed the amount of the check.

**35. Check Safekeeping:** If you can write checks on your account and utilize check safekeeping or any other system offered by us for the retention of your checks, you understand that the canceled checks will be retained by us and destroyed after a reasonable time period or as required by law. If for any reason we cannot provide you with a copy of a check, our liability will be limited to the lesser of the face amount of the check or the actual damages sustained by you. When you request a copy of a check it may be subject to a fee as defined in the Disclosures.

**36. Statements:** If your account is a Checking, NOW, Money Market, or Statement Savings account, we will provide you with a periodic statement showing the account activity. The last address you supply us in writing will be deemed the proper address for mailing this statement to you. The account holder who receives this statement is the agent for his/ her co-account holder(s) for purposes of receiving the statement and items. You must exercise reasonable care in reviewing your statement and reasonable promptness in notifying us of any discrepancies, such as alterations or forged or unauthorized signatures, even if by the same wrongdoer. You must notify us within 10 business days after we mail or make the statement available to you of any discrepancies, such as alterations, forged, counterfeit, or unauthorized signatures on presented items. If you fail to notify us with reasonable promptness, you will have no claim against us to the extent permitted by law. Additionally, you agree that we will not be liable for discrepancies reported to us after one year after we mail or otherwise make the statement or items available to you, even if we failed to exercise reasonable care. However, if the discrepancy is the result of an electronic fund transfer, the provisions of our Disclosures will control its resolution. If you do not receive a statement from us because you have failed to claim it or have supplied us with an incorrect address, we may stop sending your statements until you specifically make written request that we resume sending your statements and you supply us with a proper address.

**37. Signatures:** Your signature on the Account Information form is your authorized signature. You authorize us, at any time, to charge you for all checks, drafts, or other orders for the payment of money, that are drawn on us regardless of by whom or by what means (including facsimile signature(s)) may have been affixed so long as they resemble the signature specimen in our files. For withdrawal and for other purposes relating to any account you have with us, we are authorized to recognize your signature; and we will not be liable to you for refusing to honor signed instruments or instructions if we believe in good faith that one or more of the signatures appearing on the instrument or instruction is not genuine.

If your items are signed using any facsimile signature or non-manual form of signature, you acknowledge that it is solely for your benefit and convenience. You agree that no facsimile signature you have authorized us to honor may be considered a forgery or an unauthorized signature, and that every authorized facsimile signature shall be effective as the signatory's own original, manual signature. You accept sole responsibility for maintaining security over any device affixing the signature as such signature will be effective regardless of whether the person affixing it was authorized to do so. Your authorization notwithstanding, we are not obligated to accept or pay any items bearing facsimile signatures.

Further, most checks and other items are processed automatically, i.e., without individual review of each check or item. Therefore, unless we agree in a separate writing, in our sole discretion, upon your request and due to unique circumstances to conduct individual review of checks or other items for more than one signer, you agree that we are acting within common and reasonable banking practices by automatically processing checks and other items, i.e., without individual review of each check or item. You agree to indemnify, defend, and hold us harmless from and against all loss, costs, damage, liability, and other injury (including reasonable attorney fees) that you or we may suffer or incur as a result of this practice.

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

**39. Our Waiver of Rights:** You understand and agree that no delay or failure on our part to exercise any right, remedy, power or privilege available to us under this Agreement shall affect or preclude our future exercise of that right, remedy, power or privilege.

**40. Your Waiver of Notice:** By signing the signature card/Account Information form, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your deposit account to the extent permitted by law. For example, if a check that you deposited is dishonored and returned to us, we are not required to notify you of the dishonor.

**41. How to File A Complaint:** We are chartered/licensed/registered under the laws of the State of Louisiana and by state law are subject to state department oversight. Any consumer wishing to file a complaint against us should contact the Office of Financial Institutions through one of the means below:

☐ Louisiana Office of Financial Institutions  
P.O. Box 94095  
Baton Rouge, LA 70804-9095  
Main Phone: (225) 925-4660  
Phone: (225) 525-9414  
Fax: (225) 925-4524

#### ACCOUNT SPECIFIC PROVISIONS

In addition to the General Rules, the following rules apply to specific types of accounts:

#### CHECKING AND NOW ACCOUNTS

**Checking Accounts:** If your account is a checking account, it will be either non-interest bearing or interest bearing as defined in the Truth in Savings Disclosure.

**Withdrawals:** Deposits will be available for withdrawal consistent with the terms of our Disclosures. Withdrawals may be subject to a service charge.

**Withdrawal Notice Requirements:** If your account is a NOW account or a non-demand deposit checking account, we have the right to require seven (7) days prior written notice from you of your intent to withdraw any funds from your account.

#### MONEY MARKET AND SAVINGS ACCOUNTS

**Withdrawals:** We have the right to require seven (7) days prior written notice from you of your intent to withdraw any funds from your account. Withdrawals may be subject to a service charge.

**Regulation D Transaction Limitations:** Federal regulation allows us to restrict the number of transfers or withdrawals you can make on a Money Market Account and Savings Account or to suspend enforcement of the restriction and allow you to make an unlimited number of transfers or withdrawals from these accounts. If we enforce the restriction, you understand that we will not allow more transfers or withdrawals than the maximum number specified in the Disclosures, and we may close your account, take away your ability to transfer funds, or convert the account to a checking or other transaction account if the restriction is violated. Further, certain transfers or withdrawals will count toward the transaction limit:

**Transfers or Withdrawals Subject to Transaction Limitations.** This transaction limitation includes transfers or withdrawals made to a third party if made by: phone, fax, computer, check, debit card, ACH, bill payments, or automatic transfers. The transaction limitation also includes transfers or withdrawals made to another account that you have with us if made by: phone; fax; computer; debit card; ACH; bill payments; or automatic transfers, including transfers for overdraft protection purposes.

#### Transfers or Withdrawals Not Subject to Transaction Limitations.

There is no limit on the number of transfers or withdrawals between the accounts you have with us if made by: mail, messenger, ATM, in person, or to repay a loan that you have with us.

However, if we suspend enforcement of the restriction on the number of transfers or withdrawals on your Money Market Account or Savings Account, there is no transaction limitation on transfers or withdrawals on these accounts. We may also suspend enforcement of the restriction on a temporary basis, such as for six months, and then resume enforcement after the temporary suspension.

#### SAVINGS ACCOUNTS

**Passbooks:** If your account is a passbook account and you wish to make a withdrawal without your passbook, we can refuse to allow the withdrawal. If your passbook is lost or stolen, you will immediately notify us in writing.

#### CERTIFICATES OF DEPOSIT/TIME DEPOSIT ACCOUNTS

**Account Terms:** The Certificate bears interest at the rate and basis as set forth on the Certificate. The terms of the Certificate, such as the interest rate(s), Annual Percentage Yield (“APY”), length of term period, renewability, and date of maturity are specified on the Certificate and in the Disclosures provided to you at the time of account opening. Interest will not be compounded unless noted and will be paid to you at the frequency and in the method noted. If interest compounds during the term of the Certificate and may be withdrawn prior to maturity, the withdrawal of interest prior to maturity will affect the APY.

**Withdrawal Prior To Maturity:** You have contracted to keep the account funds on deposit from the issue date until the maturity date. We may accept a request by you for withdrawal of some or all of the account funds prior to the maturity date at our discretion or as otherwise described in the Disclosures.

**Additional Deposits During The Term:** No additional deposits will be allowed to this account during its term unless otherwise described in the Disclosures.

**Early Withdrawal Penalty:** Unless provided otherwise in the Disclosures, we will assess an early withdrawal penalty on any withdrawal, either partial or in whole, that we allow you to make from your account prior to the account’s maturity date. The method for determining that penalty is described in the Disclosures.

**Renewal:** Automatic Renewal Certificates will renew automatically on the stated maturity date of its term. Such renewal will be for a time period equal or similar to the original term and subject to these terms and conditions. Interest for that renewal term will be paid at the interest rate then in effect at this financial institution for similar accounts. If you close the Certificate within the grace period following the maturity date, we will not charge an early withdrawal penalty for that withdrawal. The grace period following a maturity date is described in the Disclosures.

**Single Maturity:** Single Maturity Certificates will not automatically renew at maturity. The Disclosures describe our policy concerning the account’s status following the maturity date. To ensure a continuation of interest earning, you must arrange for a new investment of the account balance.

## CONNECT CHECKING TRUTH IN SAVINGS

**RATE INFORMATION:** The interest rate listed in each tier will be paid on the entire balance in your account.

TIER	DAILY BALANCE RANGE	INTEREST RATE	ANNUAL PERCENTAGE YIELD (APY)
1	Equal to or greater than \$0.00 but less than \$4,999.99	0.100%	0.10%
2	Equal to or greater than \$5,000.00 but less than \$24,999.99	0.250%	0.25%
3	Equal to or greater than \$25,000.00 but less than \$74,999.99	0.250%	0.25%
4	Equal to or greater than \$75,000.00 but less than \$124,999.99	0.250%	0.25%
5	Equal to or greater than \$125,000.00 but less than \$999,999.99	0.500%	0.50%
6	Equal to or greater than \$1,000,000.00	1.000%	1.00%

Your interest rate and annual percentage yield may change.

**Determination of Rate:** At our discretion, we may change the interest rate on your account.

**Frequency of Rate Changes:** We may change the interest rate on your account at any time.

**Limitations on Rate Changes:** There are no maximum or minimum interest rate limits for this account.

#### COMPOUNDING AND CREDITING

Interest will compound monthly and will be credited to your account monthly. If you close your account before interest is credited, you will not receive the accrued interest.

#### MINIMUM BALANCE REQUIREMENTS

If on any day of the monthly statement cycle the balance in your account is less than \$5,000.00 and you do not have a loan/deposit relationship with us of \$25,000 or more, you will be charged a cycle service charge for that statement cycle of \$20.59. This monthly requirement will calculate 3 days prior to the end of the statement cycle.

#### DORMANT/INACTIVE ACCOUNT INFORMATION

Dormant fees will be charged on the account based upon the rates disclosed in the schedule of fees that was given at the time the account was opened.

#### PROCESSING ORDER

Checks are paid in ascending (lowest to highest) serial number order; all other items will be paid in ascending (lowest to highest) dollar amount. We will give preference to preauthorized debits and debits payable to us. The processing order of these items is important because if there is not enough money in the account to pay for the items in the order they are processed in accordance with the processing order, there may be an overdraft on your account which may result in overdraft or non-sufficient funds fees or an increase in the amount of these fees. We can, in good faith, choose a different order of payment after giving you any legally required notice.

#### OVERDRAFT ADVANTAGE

**Introduction:** Origin Bank recognizes that from time to time, activity in your account may result in there being insufficient funds available to cover all checks, funds transfers, service charges, and other debit items and still leave a positive balance.

Overdraft Advantage gives you an added level of protection against unanticipated cash flow emergencies and account reconciliation errors. At Origin Bank, we do not encourage overdrafts; as always, we encourage you to manage your finances responsibly. The purpose of this service is to save you from the embarrassment, additional merchant fees or other problems that might result if a transaction item is denied because insufficient funds are in your checking account. If your account qualifies, Origin Bank may, at its sole discretion, allow such items to be paid, thus resulting in an overdraft or paid into uncollected funds account status.

**Qualifications:** The Overdraft Advantage service is available to selected customers on a purely discretionary basis and may be revoked at any time at our discretion. This service is offered only in connection with accounts that are used primarily for consumer purposes, have been open for at least 60 days and are in good standing with the bank. You will be considered in good standing if you are not in default on any loan or other obligation with Origin Bank and if the account is not subject to an administrative or legal action, such as a levy. You may decline this service by contacting your Personal Banker or Account Officer.

**Limitations:** If your account does not have sufficient collected funds to cover all items presented or to be charged to it, Origin Bank is not obligated to pay such items, however instead of automatically returning such items as unpaid, we may, at our discretion, honor them subject to all customary fees and charges. We will generally not pay items which will create in excess of a \$500 overdraft (negative) balance in your account. Normal bank fees and charges, including returned item charge/overdraft item charge of \$35.00 for each item will be included in the calculation of this limit. However, we will charge you no more than five overdraft item charges per day and will not charge an overdraft item charge if your checking account is overdrawn \$5 or less at the end of each business day. The \$35.00 overdraft item charge applies to overdrafts created by check, in-person withdrawal, ATM withdrawal or other electronic means if you opted in to the authorization and payment of ATM and everyday debit card transactions (Regulation E). Also, we will charge you an overdrawn account fee of \$10.00 on the 5th consecutive business day your account is overdrawn; if your account is overdrawn for more than 5 consecutive business days, we will charge an additional \$10.00 per week. You acknowledge that the charging and collection of these charges and fees are not interest or compensation charged by us, forbearance, or detention of money. No interest will be charged on overdraft balances. Overdraft Advantage will automatically be suspended if overdrawn more than 20 days.

**Other Important Terms:** Even if your account meets the above described eligibility criteria and is in good standing, we may refuse to pay an overdraft against the account even if we have previously paid overdrafts for you. You will be notified by mail of any insufficient funds items paid or returned that you may have. We do not have an obligation to notify you before we pay or return any item. We may at our discretion limit the number of accounts eligible for the Overdraft Advantage service to one account per household. You agree that you will promptly deposit funds sufficient to cover any overdrafts created in the account and that you will not allow overdrafts to exist for longer than thirty (30) days. All owners of the account are personally liable for any overdrafts paid on the account regardless of whether the overdraft was caused by an action of the owner(s) or a duly appointed agent.

This is a discretionary service, NOT an actual or implied contract or agreement. It may be withdrawn or withheld at any time at the sole discretion of the bank without notice: The Overdraft Advantage service does not constitute an actual or implied contract or agreement between you and Origin Bank. The service is offered as a courtesy and it may be withdrawn or withheld at any time by the bank without reason, cause, or prior notice.

**Report to credit bureau:** We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

#### **BALANCE COMPUTATION METHOD**

We use the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the principal in the account each day. The daily balance that we use when calculating interest is the collected balance. That means we only include those funds for which we have actually received payment when we determine the daily balance on which interest is paid.

#### **ACCRUAL ON NONCASH DEPOSITS**

Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks).

#### **TRANSACTION LIMITATIONS**

No transaction limitations apply to this account.

#### **CHECKING ACCOUNT WITH SUBACCOUNTS**

This provision only applies to Checking and Negotiable Order of Withdrawal (“NOW”) accounts. Your account consists of two subaccounts; a checking subaccount and a savings subaccount. The checking subaccount is your transaction account. If the amount of money in your checking subaccount exceeds a certain threshold amount, we will transfer the amount above the threshold amount into your savings subaccount. We will make the transfer at the beginning of each monthly statement period. We determine the threshold amount in our sole discretion. If on any day the daily beginning balance in your checking subaccount is less than the total of the new debits (such as checks and other withdrawals), then money will be automatically transferred from your savings subaccount back to your checking subaccount. The amount transferred back to the checking subaccount will be the total of the debits minus the daily beginning balance, but will not exceed the amount of money in the savings subaccount. If six transfers from the savings subaccount to the checking subaccount occur during any statement period, then the entire balance of the savings subaccount will be transferred to your checking subaccount for the remainder of that statement period.

The transfers between the subaccounts will occur only on our books. Other than as described above, the Agreement controls your account as if there were no subaccounts.

#### **ADDITIONAL INFORMATION REGARDING YOUR ACCOUNT**

If you close your account within 90 days of opening, you will be charged a \$25.00 fee.

#### **Additional perks included with this account:**

\$100 off mortgage loan origination fee

Waiver of origination fee on overdraft protection lines of credit

No annual fee on overdraft protection line of credit

No fee on Connect Checking Checks (limit one box per order)

Cashier's check fees waived

#### **CURRENT RATE INFORMATION**

The rate(s) and annual percentage yield(s) disclosed above were offered within the most recent seven calendar days, and were accurate as of 08/01/2022. To obtain the current rate(s) and annual percentage yield information, please call (888)292-4037.

#### **FEES AND CHARGES**

Please refer to the separate fee schedule provided to you with this disclosure for information about fees and charges associated with this account. A fee schedule will be provided to you at the time you open an account, periodically when fees or charges change, and upon request.

## **TRUST PLUS TRUTH IN SAVINGS**

**RATE INFORMATION:** The interest rate listed in a tier will be paid for only that portion of your average daily balance range that is equal to or greater than the low balance amount but less than the high balance amount within that tier.

<b>TIER</b>	<b>DAILY BALANCE RANGE</b>	<b>INTEREST RATE</b>	<b>ANNUAL PERCENTAGE YIELD (APY)</b>
1	Equal to or greater than \$0.00 but less than \$29,999.99	0.050%	0.05%
2	Equal to or greater than \$30,000.00	0.050%	0.05%

Your interest rate and annual percentage yield may change.

**Determination of Rate:** At our discretion, we may change the interest rate on your account.

**Frequency of Rate Changes:** We may change the interest rate on your account at any time.

**Limitations on Rate Changes:** There are no maximum or minimum interest rate limits for this account.

#### **COMPOUNDING AND CREDITING**

Interest will compound monthly and will be credited to your account monthly. If you close your account before interest is credited, you will not receive the accrued interest.

#### **MINIMUM BALANCE REQUIREMENTS**

No minimum balance requirements apply to this account.

#### **DORMANT/INACTIVE ACCOUNT INFORMATION**

Dormant fees will be charged on the account based upon the rates disclosed in the schedule of fees that was given at the time the account was opened.

#### **PROCESSING ORDER**

Checks are paid in ascending (lowest to highest) serial number order; all other items will be paid in ascending (lowest to highest) dollar amount. We will give preference to preauthorized debits and debits payable to us. The processing order of these items is important because if there is not enough money in the account to pay for the items in the order they are processed in accordance with the processing order, there may be an overdraft on your account which may result in overdraft or non-sufficient funds fees or an increase in the amount of these fees. We can, in good faith, choose a different order of payment after giving you any legally required notice.

#### **OVERDRAFT ADVANTAGE.**

**Introduction:** Origin Bank recognizes that from time to time, activity in your account may result in there being insufficient funds available to cover all checks, funds, transfers, service charges, and other debit items and still leave a positive balance. Overdraft Advantage gives you an added level of protection against unanticipated cash flow emergencies and account reconciliation errors. At Origin Bank, we do not encourage overdrafts; as always, we encourage you to manage your finances responsibly. The purpose of this service is to save you from the embarrassment, additional merchant fees or other problems that might result if a transaction is denied because insufficient funds are in your checking account. If your account qualifies, Origin Bank may, at its sole discretion, allow such items to be paid, thus resulting in an overdraft or paid into uncollected funds account status.

**Qualifications:** The Overdraft Advantage service is available to selected customers on a purely discretionary basis and may be revoked at any time at our discretion. This service is offered only in connection with accounts that are used primarily for consumer purposes, have been open for at least 60 days and are in good standing with the bank. You will be considered in good standing if you are not in default on any loan or other obligation with Origin Bank and if the account is not subject to an administrative or legal action, such as a levy. You may decline this service by contacting your Personal Banker or Account Officer.

**Limitations:** If your account does not have sufficient collected funds to cover all items presented or to be charged to it, Origin Bank is not obligated to `pay such items, however, instead of automatically returning such items as

unpaid, we may, at our discretion honor them subject to all customary fees and charges. We will generally not pay items which will create in excess of a \$500 overdraft (negative) balance in your account. Normal bank fees and charges, including returned item charge/overdraft item charge of \$35.00 for each item will be included in the calculation of this limit. However, we will charge you no more than five overdraft item charges per day and will not charge an overdraft item charge if your checking account is overdrawn \$5 or less at the end of each business day. The \$35.00 overdraft item charge applies to overdrafts created by check, in-person withdrawal, ATM withdrawal or other electronic means if you opted in to the authorization and payment of ATM and everyday debit card transactions (Regulation E). Also, we will charge you an overdrawn account fee of \$10.00 on the 5th consecutive business day your account is overdrawn; if your account is overdrawn for more than 5 consecutive business days, we will charge an additional \$10.00 per week. You acknowledge that the charging and collection of these charges and fees are not interest or compensation charged by us, forbearance, or the detention of money. No interest will be charged on overdraft balances. Overdraft Advantage will automatically be suspended if overdrawn more than 20 days.

**Other Important Terms:** Even if your account meets the above described eligibility criteria and is in good standing, we may refuse to pay an overdraft against the account even if we have previously paid overdrafts for you. You will be notified by mail of any insufficient funds items paid or returned that you may have. We do not have an obligation to notify you before we pay or return any item. We may at our discretion limit the number of accounts eligible for the Overdraft Advantage service to one account per household. You agree that you will promptly deposit funds sufficient to cover any overdrafts created in the account and that you will not allow overdrafts to exist for longer than thirty (30) days. All owners of the account are personally liable for any overdrafts paid on the account regardless of whether the overdraft was caused by an action of the owner(s) or a duly appointed agent. This is a discretionary service, NOT an actual or implied contract or agreement. It may be withdrawn or withheld at any time at the sole discretion of the bank without notice: The Overdraft Advantage service does not constitute an actual or implied contract or agreement between you and Origin Bank. This service is offered as a courtesy and it may be withdrawn or withheld at any time by the bank without reason, cause, or prior notice.

**Report to credit bureau:** We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

#### **BALANCE COMPUTATION METHOD**

We use the average daily balance method to calculate interest on your account. This method applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period.

#### **ACCRUAL ON NONCASH DEPOSITS**

Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks).

#### **TRANSACTION LIMITATIONS**

No transaction limitations apply to this account.

#### **CHECKING ACCOUNT WITH SUBACCOUNTS**

This provision only applies to Checking and Negotiable Order of Withdrawal (“NOW”) accounts. Your account consists of two subaccounts; a checking

subaccount and a savings subaccount. The checking subaccount is your transaction account.

If on any day the daily beginning balance in your checking subaccount is less than the total of the new debits (such as checks and other withdrawals), then money will be automatically transferred from your savings subaccount back to your checking subaccount. We will make the transfer at the beginning of each monthly statement period. We determine the threshold amount in our sole discretion. If on any day the daily beginning balance in your checking subaccount is less than the total of the new debits (such as checks and other withdrawals), then money will be automatically transferred from your savings subaccount back to your checking subaccount. The amount transferred back to the checking subaccount will be the total of the debits minus the daily beginning balance, but will not exceed the amount of money in the savings subaccount. If six transfers from the savings subaccount to the checking subaccount occur during any statement period, then the entire balance of the savings subaccount will be transferred to your checking subaccount for the remainder of that statement period.

The transfers between the subaccounts will occur only on our books. Other than as described above, the Agreement controls your account as if there were no subaccounts.

#### **CURRENT RATE INFORMATION**

The rate(s) and annual percentage yield(s) disclosed above were offered within the most recent seven calendar days, and were accurate as of 08/01/2022. To obtain the current rate(s) and annual percentage yield information, please call (888)292-4037.

#### **FEES AND CHARGES**

Please refer to the separate fee schedule provided to you with this disclosure for information about fees and charges associated with this account. A fee schedule will be provided to you at the time you open an account, periodically when fees or charges change, and upon request. If you close your account within 90 days of opening, you will be charged a \$25.00 fee.

## **SIMPLE CHECKING TRUTH IN SAVINGS**

#### **MINIMUM BALANCE REQUIREMENTS**

A cycle service charge of \$8.00 will be imposed every month if the daily balance on any day of the month falls below \$500.00.

Full-time students who provide us with a valid student ID will have monthly cycle service charges waived until they turn age 25. First Responders (Police, Fire & EMS), Active Military, Veterans, and Full Time Teachers will have monthly cycle service charges waived. Customers age 62 and older will have monthly cycle service charges waived.

#### **DORMANT/INACTIVE ACCOUNT INFORMATION**

Please refer to the schedule of fees document provided to you with this disclosure for information about dormant fees associated with this account.

#### **PROCESSING ORDER**

Checks are paid in ascending (lowest to highest) serial number order; all other items will be paid in ascending (lowest to highest) dollar amount. We will give preference to preauthorized debits and debits payable to us. The processing order of these items is important because if there is not enough money in the account to pay for the items in the order they are processed in accordance with the processing order, there may be an overdraft on your account which may result in overdraft or non-sufficient funds fees or an increase in the amount of these fees. We can, in good faith, choose a different order of payment after giving you any legally required notice.

#### **OVERDRAFT ADVANTAGE**

**Introduction:** Origin Bank recognizes that from time to time, activity in your account may result in there being insufficient funds available to cover all checks, funds transfers, service charges, and other debit items and still leave a positive balance. Overdraft Advantage gives you an added level of protection against unanticipated cash flow emergencies and account reconciliation errors. At Origin Bank, we do not encourage overdrafts; as always, we encourage you to manage your finances responsibly. The purpose of this service is to save you from the embarrassment, additional merchant fees or other problems that might result if a transaction is denied because insufficient funds are in your checking account. If your account qualifies, Origin Bank may, at its sole discretion, allow such items to be paid, thus resulting in an overdraft or paid into uncollected funds account status.

**Qualifications:** The Overdraft Advantage service is available to selected customers on a purely discretionary basis and may be revoked at any time at our discretion. This service is offered only in connection with accounts that are used primarily for consumer purposes, have been open for at least 60 days and are in good standing with the bank. You will be considered in good standing if you are not in default on any loan or other obligation with Origin Bank and if the account is not subject to an administrative or legal action, such as a levy. You may decline this service by contacting your Personal Banker or Account Officer.

**Limitations:** If your account does not have sufficient collected funds to cover all items presented or to be charged to it, Origin Bank is not obligated to pay such items. However, instead of automatically returning such items as unpaid, we may, at our discretion honor them subject to all customary fees and charges. We will generally not pay items which will create in excess of a \$500 overdraft (negative) balance in your account. Normal bank fees and charges, including returned item charge/overdraft item charge of \$35.00 for each item will be included in the calculation of this limit.

However, we will charge you no more than five overdraft item charges per day and will not charge an overdraft item charge if your checking account is overdrawn \$5 or less at the end of each business day. The \$35.00 overdraft item charge applies to overdrafts created by check, in-person withdrawal, ATM withdrawal or other electronic means if you opted in to the authorization and payment of ATM and everyday debit card transactions (Regulation E). Also, we will charge you an overdrawn account fee of \$10.00 on the 5th consecutive business day your account is overdrawn; if your account is overdrawn for more than 5 consecutive business days, we will charge an additional \$10.00 per week. You acknowledge that the charging and collection of these charges and fees are not interest or compensation

charged by us, forbearance, or the detention of money. No interest will be charged on overdraft balances. Overdraft Advantage will automatically be suspended if overdrawn more than 20 days.

**Other Important Terms:** Even if your account meets the above described eligibility criteria and is in good standing, we may refuse to pay an overdraft against the account even if we have previously paid overdrafts for you. You will be notified by mail of any insufficient funds items paid or returned that you may have. We do not have an obligation to notify you before we pay or return any item. We may at our discretion limit the number of accounts eligible for the Overdraft Advantage service to one account per household. You agree that you will promptly deposit funds sufficient to cover any overdrafts created in the account and that you will not allow overdrafts to exist for longer than thirty (30) days. All owners of the account are personally liable for any overdrafts paid on the account regardless of whether the overdraft was caused by an action of the owner(s) or a duly appointed agent.

This is a discretionary service, NOT an actual or implied contract or agreement. It may be withdrawn or withheld at any time at the sole discretion of the bank without notice: The Overdraft Advantage service does not constitute an actual or implied contract or agreement between you and Origin Bank. The service is offered as a courtesy and it may be withdrawn or withheld at any time by the bank without reason, cause, or prior notice.

**Report to credit bureau:** We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

#### **TRANSACTION LIMITATIONS**

No transaction limitations apply to this account.

#### **CHECKING ACCOUNT WITH SUBACCOUNTS**

This provision only applies to Checking and Negotiable Order of Withdrawal ("NOW") accounts. Your account consists of two subaccounts: a checking subaccount and a savings subaccount. The checking subaccount is your transaction account.

If the amount of money in your checking subaccount exceeds a certain threshold amount, we will transfer the amount above the threshold amount into your savings subaccount. We will make the transfer at the beginning of each monthly statement period. We determine the threshold amount in our sole discretion. If on any day the daily beginning balance in your checking subaccount is less than the total of the new debits (such as checks and other withdrawals), then money will be automatically transferred from your savings subaccount back to your checking subaccount. The amount transferred back to the checking subaccount will be the total of the debits minus the daily beginning balance, but will not exceed the amount of money in the savings subaccount. If six transfers from the savings subaccount to your checking subaccount occur during any statement period, then the entire balance of the savings subaccount will be transferred to your checking subaccount for the remainder of that statement period. The transfers between the subaccounts will occur only on our books. Other than as described above, the Agreement controls your account as if there were no subaccounts.

#### **FEES AND CHARGES**

Please refer to the separate Fee Schedule provided to you with this disclosure for information about fees and charges associated with this account. A Fee Schedule will be provided to you at the time you open an account, periodically when fees or charges change, and upon request.

## HEALTH SAVINGS ACCOUNT (H.S.A.) TRUTH IN SAVINGS

### ELIGIBILITY REQUIREMENTS

You must have a High Deductible Health Insurance Plan to open this account.

### RATE INFORMATION

The interest rate on your account is 0.010 % with an annual percentage yield of 0.01%. Your interest rate and annual percentage yield may change.

**Determination of Rate:** At our discretion, we may change the interest rate on your account.

**Frequency of Rate Changes:** We may change the interest rate on your account at any time.

**Limitations on Rate Changes:** There are no maximum or minimum interest rate limits for this account.

### COMPOUNDING AND CREDITING

Interest will compound quarterly and will be credited to your account quarterly. If you close your account before interest is credited, you will not receive the accrued interest. If you close your account within 90 days of opening, you will be charged a \$25.00 fee.

### MINIMUM BALANCE REQUIREMENTS

If on any day of the quarterly service charge cycle, the average current balance in your account is less than \$1,500.00 and you do not have a deposit relationship with us of \$4,000 or more, you will be charged a quarterly cycle service charge of \$3.00.

### DORMANT/INACTIVE ACCOUNT INFORMATION

Dormant fees will be charged on your account in accordance with the schedule of fees provided with your account after a period of 12 months of inactivity.

### PROCESSING ORDER

Checks are paid in ascending (lowest to highest) serial number order; all other items will be paid in ascending (lowest to highest) dollar amount. We will give preference to preauthorized debits and debits payable to us. The processing order of these items is important because if there is not enough money in the account to pay for the items in the order they are processed in accordance with the processing order, there may be an overdraft on your account which may result in overdraft or non-sufficient funds fees or an increase in the amount of these fees. We can, in good faith, choose a different order of payment after giving you any legally required notice.

### BALANCE COMPUTATION METHOD

We use the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the principal in the account each day.

### ACCRUAL ON NONCASH DEPOSITS

Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks).

### TRANSACTION LIMITATIONS

No transaction limitations apply to this account.

### HEALTH SAVINGS ACCOUNT

Health Savings Accounts (HSAs) are subject to limitations and/or penalties imposed by the Internal Revenue Service. Please see your HSA Agreement or your tax advisor for additional information.

### CHECKING ACCOUNT WITH SUBACCOUNTS

This provision only applies to Checking and Negotiable Order of Withdrawal ("NOW") accounts. Your account consists of two subaccounts; a checking subaccount and a savings subaccount. The checking subaccount is your transaction account.

If the amount of money in your checking subaccount exceeds a certain threshold amount, we will transfer the amount above the threshold amount into your savings subaccount. We will make the transfer at the beginning of

each monthly statement period. We determine the threshold amount in our sole discretion. If on any day the daily beginning balance in your checking subaccount is less than the total of the new debits (such as checks and other withdrawals), then money will be automatically transferred from your savings subaccount back to your checking subaccount. The amount transferred back to the checking subaccount will be the total of the debits minus the daily beginning balance, but will not exceed the amount of money in the savings subaccount. If six transfers from the savings subaccount to the checking subaccount occur during any statement period, then the entire balance of the savings subaccount will be transferred to your checking subaccount for the remainder of that statement period. The transfers between the subaccounts will occur only on our books. Other than as described above, the Agreement controls your account as if there were no subaccounts.

### CURRENT RATE INFORMATION

The rate(s) and annual percentage yield(s) disclosed above were offered within the most recent seven calendar days, and were accurate as of 08/01/2022. To obtain the current rate(s) and annual percentage yield information, please call (888)292-4037.

### FEES AND CHARGES

Please refer to the separate fee schedule provided to you with this disclosure for information about fees and charges associated with this account. A fee schedule will be provided to you at the time you open an account, periodically when fees or charges change, and upon request.

## SIMPLE SAVINGS TRUTH IN SAVINGS

**RATE INFORMATION:** The interest rate listed in each tier will be paid on the entire balance of your account.

TIER	DAILY BALANCE RANGE	INTEREST RATE	ANNUAL PERCENTAGE YIELD (APY)
1	Equal to or greater than \$0.00 but less than \$250,00.00	0.050%	0.05%
2	Equal to or greater than \$250,000.00	0.050%	0.05%

Your interest rate and annual percentage yield may change.

**Determination of Rate:** At our discretion, we may change the interest rate on your account.

**Frequency of Rate Changes:** We may change the interest rate on your account at any time.

**Limitations on Rate Changes:** There are no maximum or minimum interest rate limits for this account.

### COMPOUNDING AND CREDITING

Interest will compound monthly and will be credited to your account monthly. If you close your account before interest is credited, you will not receive the accrued interest.

### MINIMUM BALANCE REQUIREMENTS

A cycle service charge of \$2.59 will be imposed every month if the daily balance on any day of the month falls below \$100.00. Minors who are under the age of 18 will have the monthly cycle service charges waived until they turn 18.

### DORMANT/INACTIVE ACCOUNT INFORMATION

Dormant accounts fees will be assessed based upon the charges listed in the schedule of fees provided with this account.

### PROCESSING ORDER

Checks are paid in ascending (lowest to highest) serial number order; all other items will be paid in ascending (lowest to highest) dollar amount. We will give preference to preauthorized debits and debits payable to us. The processing order of these items is important because if there is not enough money in the account to pay for the items in the order they are processed in accordance with the processing order, there may be an overdraft on your account which may result in overdraft or non-sufficient funds fees or an increase in the amount of these fees. We can, in good faith, choose a different order of payment after giving you any legally required notice.

### BALANCE COMPUTATION METHOD

We use the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the principal in the account each day.

### ACCRUAL ON NONCASH DEPOSITS

Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks).

### TRANSACTION LIMITATIONS

You may make no more than six pre-authorized withdrawals, automatic, or telephonic transfers, drafts, and debit card and similar transactions from your account per month.

**ANY WITHDRAWAL After that will be charged at \$1.00 each withdrawal during the month that the transaction limit is exceeded.**

### CURRENT RATE INFORMATION

The rate(s) and annual percentage yield(s) disclosed above were offered within the most recent seven calendar days, and were accurate as of 08/01/2022. To obtain the current rate(s) and annual percentage yield information, please call (888)292-4037.

### FEES AND CHARGES

Please refer to the separate fee schedule provided to you with this disclosure for information about fees and charges associated with this account. A fee schedule will be provided to you at the time you open an account, periodically when fees or charges change, and upon request.



## CONSUMER MONEY MARKET TRUTH IN SAVINGS

### **RATE INFORMATION.**

The interest rate on your account is 0.150% with an annual percentage yield of 0.15%. Your interest rate and annual percentage yield may change.

**Determination of Rate:** At our discretion, we may change the interest rate on your account.

**Frequency of Rate Changes:** We may change the interest rate on your account at any time.

**Limitations on Rate Changes:** There are no maximum or minimum interest rate limits for this account.

### **COMPOUNDING AND CREDITING**

Interest will compound monthly and will be credited to your account monthly. If you close your account before interest is credited, you will not receive the accrued interest.

### **MINIMUM BALANCE REQUIREMENTS**

A cycle service charge of \$12.00 will be imposed every statement cycle if the daily balance on any day of the statement falls below \$3,000.00.

### **DORMANT/INACTIVE ACCOUNT INFORMATION**

Dormant account fees will be charged in accordance with the schedule of fees you were given when you opened this account after a 12 month period of inactivity.

### **PROCESSING ORDER**

Checks are paid in ascending (lowest to highest) serial number order; all other items will be paid in ascending (lowest to highest) dollar amount. We will give preference to preauthorized debits and debits payable to us. The processing order of these items is important because if there is not enough money in the account to pay for the items in the order they are processed in accordance with the processing order, there may be an overdraft on your account which may result in overdraft or non-sufficient funds fees or an increase in the amount of these fees. We can, in good faith, choose a different order of payment are giving you any legally required notice.

### **OVERDRAFT ADVANTAGE**

**Introduction:** Origin Bank recognizes that from time to time, activity in your account may result in there being insufficient funds available to cover all checks, funds transfers, service charges, and other debit items and still leave a positive balance. Overdraft Advantage gives you an added level of protection against unanticipated cash flow emergencies and account reconciliation errors. At Origin Bank, we do not encourage overdrafts; as always, we encourage you to manage your finances responsibly. The purpose of this service is to save you from the embarrassment, additional merchant fees or other problems that might result if a transaction is denied because insufficient funds are in your checking account. If your account qualifies, Origin Bank may, at its sole discretion, allow such items to be paid, thus resulting in an overdraft or paid into uncollected funds account status.

**Qualifications:** The Overdraft Advantage service is available to selected customers on a purely discretionary basis and may be revoked at any time at our discretion. This service is offered only in connection with accounts that are used primarily for consumer purposes, have been open for at least 60 days and are in good standing with the bank. You will be considered in good standing if you are not in default on any loan or other obligation with Origin Bank and if the account is not subject to an administrative or legal action, such as a levy. You may decline this service by contacting your Personal Banker or Account Officer.

**Limitations:** If your account does not have sufficient collected funds to cover all items presented or to be charged to it, Origin Bank is not obligated to pay such items. However, instead of automatically returning such items as unpaid, we may, at our discretion, honor them subject to all customary fees and charges. We will generally not pay items which will create in excess of a \$500 overdraft (negative) balance in your account. Normal bank fees and charges, including returned item charge/overdraft item charge of \$35.00 for each item

will be included in the calculation of this limit. However, we will charge you no more than five overdraft item charges per day and will not charge an overdraft item charge if your checking account is overdrawn \$5 or less at the end of each business day. The \$35.00 overdraft item charge applies to overdrafts created by check, in-person withdrawal, ATM withdrawal or other electronic means if you opted in to the authorization and payment of ATM and everyday debit card transactions (Regulation E). Also, we will charge you an overdrawn account fee of \$10.00 on the 5th consecutive business day your account is overdrawn; if your account is overdrawn for more than 5 consecutive business days, we will charge an additional \$10.00 per week. You acknowledge that the charging and collection of these charges and fees are not interest or compensation charged by us, forbearance, or the detention of money. No interest will be charged on overdraft balances. Overdraft Advantage will automatically be suspended if overdrawn more than 20 days.

**Other Important Terms:** Even if your account meets the above described eligibility criteria and is in good standing, we may refuse to pay an overdraft against the account even if we have previously paid overdrafts for you. You will be notified by mail of any insufficient funds items paid or returned that you may have. We do not have an obligation to notify you before we pay or return any item. We may at our discretion limit the number of accounts eligible for the Overdraft Advantage service to one account per household. You agree that you will promptly deposit funds sufficient to cover any overdrafts created in the account and that you will not allow overdrafts to exist for longer than thirty (30) days. All owners of the account are personally liable for any overdrafts paid on the account regardless of whether the overdraft was caused by an action of the owner(s) or a duly appointed agent.

This is a discretionary service, NOT an actual or implied contract or agreement. It may be withdrawn or withheld at any time at the sole discretion of the bank without notice: The Overdraft Advantage service does not constitute an actual or implied contract or agreement between you and Origin Bank. The service is offered as a courtesy and it may be withdrawn or withheld at any time by the bank without reason, cause, or prior notice.

**Report to credit bureau:** We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

### **BALANCE COMPUTATION METHOD**

We use the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the principal in the account each day. The daily balance that we use when calculating interest is the collected balance. That means we only include those funds for which we have actually received payment when we determine the daily balance on which interest is paid.

### **ACCRUAL ON NONCASH DEPOSITS**

Interest begins to accrue no later than the business days we receive credit for the deposit of noncash items (for example, checks).

### **TRANSACTION LIMITATIONS**

You may make no more than six pre-authorized withdrawals, automatic telephone transfers, checks, drafts, and debit card and similar transactions from your account per month or statement cycle.

### **CHECKING ACCOUNT WITH SUBACCOUNTS**

This provision only applies to Checking and Negotiable Order of Withdrawal ("NOW") accounts. Your account consists of two subaccounts: a checking subaccount and a savings subaccount. The checking subaccount is your transaction account.

If the amount of money in your checking subaccount exceeds a certain threshold amount, we will transfer the amount above the threshold amount into your savings subaccount. We will make the transfer at the beginning of each monthly statement period. We determine the threshold amount in our sole discretion. If on any day the daily beginning balance in your checking subaccount is less than the total of the new debits (such as checks and other withdrawals), then money will be automatically transferred from your savings subaccount back to your checking subaccount. The amount transferred back to the checking subaccount will be the total of the debits minus the daily beginning balance, but will not exceed the amount of money in the savings

subaccount. If six transfers from the savings subaccount to your checking subaccount occur during any statement period, then the entire balance of the savings subaccount will be transferred to your checking subaccount for the remainder of that statement period.

The transfers between the subaccounts will occur only on our books. Other than as described above, the Agreement controls your account as if there were no subaccounts.

### **CURRENT RATE INFORMATION**

The rate(s) and annual percentage yield(s) disclosed above were offered within the most recent seven calendar days and were accurate as of 08/01/2022. To obtain the current rate(s) and annual percentage yield information, please call (888) 292-4037

### **ADDITIONAL INFORMATION REGARDING YOUR ACCOUNT**

If you close your account within 90 days of opening, you will be charged a \$25.00 fee.

### **FEES AND CHARGES**

Please refer to the separate Fee Schedule provided to you with this disclosure for information about fees and charges associated with this account. A Fee Schedule will be provided to you at the time you open an account, periodically when fees or charges change, and upon request.

## LEGACY MONEY MARKET TRUTH IN SAVINGS

**RATE INFORMATION:** The interest rate listed in each tier will be paid on the entire balance in your account.

TIER	DAILY BALANCE RANGE	INTEREST RATE	ANNUAL PERCENTAGE YIELD (APY)
1	Below \$50,000.00	0.15%	0.15%
2	Equal to or greater than \$50,000.00, but less than \$100,000.00	0.15%	0.15%
3	Equal to or greater than \$100,000.00, but less than \$500,000.00	0.35%	0.35%
4	Equal to or greater than \$500,000.00	0.50%	0.50%

Your interest rate and annual percentage yield may change.

**Determination of Rate.** At our discretion, we may change the interest rate on your account.

**Frequency of Rate Changes.** We may change the interest rate on your account at any time.

**Limitations on Rate Changes.** There are no maximum or minimum interest rate limits for this account.

### COMPOUNDING AND CREDITING

Interest will compound monthly and will be credited to your account monthly. If you close your account before interest is credited, you will not receive the accrued interest.

### MINIMUM BALANCE REQUIREMENTS

You must deposit \$10,000.00 to open this account. A cycle service charge of \$12.00 will be imposed every statement cycle if the daily balance on any day of the statement cycle falls below \$10,000.00.

### DORMANT/INACTIVE ACCOUNT INFORMATION

Dormant fees will be charged on the account based upon the rates disclosed in the schedule of fees that was given at the time the account was opened.

### PROCESSING ORDER

Checks are paid in ascending (lowest to highest) serial number order; all other items will be paid in ascending (lowest to highest) dollar amount. We will give preference to preauthorized debits and debits payable to us. The processing order of these items is important because if there is not enough money in the account to pay for the items in the order they are processed in accordance with the processing order, there may be an overdraft on your account which may result in overdraft or non-sufficient funds fees or an increase in the amount of these fees. We can in good faith, choose a different order of payment after giving you any legally required notice.

### OVERDRAFT ADVANTAGE.

**Introduction:** Origin Bank recognizes that from time to time, activity in your account may result in there being insufficient funds available to cover all checks, funds transfers, service charges, and other debit items and still leave a positive balance. Overdraft Advantage gives you an added level of protection against unanticipated cash flow emergencies and account reconciliation errors. At Origin Bank, we do not encourage overdrafts; as always, we encourage you to manage your finances responsibly. The purpose of this service is to save you from the embarrassment, additional merchant fees or other problems that might result if a transaction is denied because insufficient funds are in your checking account. If your account qualifies, Origin Bank may, at its sole discretion, allow such items to be paid, thus resulting in an overdraft or paid into uncollected funds account status.

**Qualifications:** The Overdraft Advantage service is available to selected customers on a purely discretionary basis and may be revoked at any time at our discretion. This service is offered only in connection with accounts that are used primarily for consumer purposes, have been open for at least 60 days and are in good standing with the bank. You will be considered in good standing if you are not in default on any loan or other obligation with Origin Bank and if the account is not subject to an administrative or

legal action, such as a levy. You may decline this service by contacting your Personal Banker or Account Officer.

**Limitations:** If your account does not have sufficient collected funds to cover all items presented or to be charged to it, Origin Bank is not obligated to pay such items, however, instead of automatically returning such items as unpaid, we may, at our discretion honor them subject to all customary fees and charges. We will generally not pay items which will create in excess of a \$500 overdraft (negative) balance in your account. Normal bank fees and charges, including returned item charge/overdraft item charge of \$35.00 for each item will be included in the calculation of this limit. However, we will charge you no more than five overdraft item charges per day and will not charge an overdraft item charge if your checking account is overdrawn \$5 or less at the end of each business day. The \$35.00 overdraft item charge applies to overdrafts created by check, in-person withdrawal, ATM withdrawal or other electronic means if you opted in to the authorization and payment of ATM and everyday debit card transactions (Regulation E). Also, we will charge you an overdrawn account fee of \$10.00 on the 5th consecutive business day your account is overdrawn; if your account is overdrawn for more than 5 consecutive business days, we will charge an additional \$10.00 per week. You acknowledge that the charging and collection of these charges and fees are not interest or compensation charged by us, forbearance, or the detention of money. No interest will be charged on overdraft balances. Overdraft Advantage will automatically be suspended if overdrawn more than 20 days.

**Other Important Terms:** Even if your account meets the above described eligibility criteria and is in good standing, we may refuse to pay an overdraft against the account even if we have previously paid overdrafts for you. You will be notified by mail of any insufficient funds items paid or returned that you may have. We do not have an obligation to notify you before we pay or return any item. We may at our discretion limit the number of accounts eligible for the Overdraft Advantage service to one account per household. You agree that you will promptly deposit funds sufficient to cover any overdrafts created in the account and that you will not allow overdrafts to exist for longer than thirty (30) days. All owners of the account are personally liable for any overdrafts paid on the account regardless of whether the overdraft was caused by an action of the owner(s) or a duly appointed agent.

This is a discretionary service, NOT an actual or implied contract or agreement. It may be withdrawn or withheld at any time at the sole discretion of the bank without notice: The Overdraft Advantage service does not continue an actual or implied contract or agreement between you and Origin Bank. This service is offered as a courtesy and it may be withdrawn or withheld at any time by the bank without reason, cause, or prior notice.

**Report to credit bureau:** We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

### BALANCE COMPUTATION METHOD

We use the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the principal in the account each day.

The daily balance that we use when calculating interest is the collected balance. That means we only include those funds for which we have actually received payment when we determine the daily balance on which interest is paid.

### ACCRUAL ON NONCASH DEPOSITS

Interest begins to accrue no later than the business days we receive credit for the deposit of noncash items (for example, checks).

### TRANSACTION LIMITATIONS

You may make no more than six pre-authorized withdrawals, automatic telephone transfers, checks, drafts, and debit card and similar transactions from your account per month or statement cycle.

### CHECKING ACCOUNT WITH SUBACCOUNTS

This provision only applies to Checking and Negotiable Order of Withdrawal ("NOW") accounts. Your account consists of two subaccounts: a checking subaccount and a savings subaccount. The checking subaccount is your transaction account.

If the amount of money in your checking subaccount exceeds a certain threshold amount, we will transfer the amount above the threshold amount into your savings subaccount. We will make the transfer at the beginning of each monthly statement period. We determine the threshold amount in our sole discretion. If on any day the daily beginning balance in your checking subaccount is less than the total of the new debits (such as checks and other withdrawals), then money will be automatically transferred from your savings subaccount back to your checking subaccount. The amount transferred back to the checking subaccount will be the total of the debits minus the daily beginning balance, but will not exceed the amount of money in the savings subaccount. If six transfers from the savings subaccount to your checking subaccount occur during any statement period, then the entire balance of the savings subaccount will be transferred to your checking subaccount for the remainder of that statement period.

The transfers between the subaccounts will occur only on our books. Other than as described above, the Agreement controls your account as if there were no subaccounts.

### ADDITIONAL INFORMATION REGARDING YOUR ACCOUNT

If you close your account within 90 days of opening, you will be charged a \$25.00 fee.

### CURRENT RATE INFORMATION

The rate(s) and annual percentage yield(s) disclosed above were offered within the most recent seven calendar days and were accurate as of 08/01/2022. To obtain the current rate(s) and annual percentage yield information, please call (888) 292-4037.

### FEES AND CHARGES

Please refer to the separate Fee Schedule provided to you with this disclosure for information about fees and charges associated with this account. A Fee Schedule will be provided to you at the time you open an account, periodically when fees or charges change, and upon request. There will be an excessive transaction charge of \$2.00 per withdrawal or transfer after 6 in a monthly statement cycle.

## COMMERCIAL DEPOSIT ACCOUNT AGREEMENT

### GENERAL AGREEMENT

The terms “you” and “your” refer to the depositor and the terms “we”, “us” and “our” refer to the financial institution. The acronym “NOW” means Negotiable Order of Withdrawal, if you are an entity eligible to open such account. You understand that the following Account Agreement (“Agreement”) governs your account with us, along with any other documents applicable to your account, such as our Funds Availability Policy or Privacy Policy (“Disclosures”), which are incorporated herein by reference.

### GENERAL RULES

The following rules apply to your account:

**1. Deposits:** Deposits may be made in person, by mail, or in another form and manner as agreed by us in our sole discretion. We are not responsible for transactions initiated by mail until we actually receive and record them. We may refuse to accept particular checks or similar instruments as a deposit to your account at our discretion. The terms of our Disclosures will control the determination of the banking day deposits are deemed received by us and when they will be available for withdrawal.

If any check or similar instrument you deposit to your account is returned unpaid, we have the right to debit your account for the amount of such item and adjust any related interest earned. You will, in any event, be liable to us for the amount of any check or similar instrument you deposit to your account that is returned unpaid, plus our costs and expenses associated with collection of all or any part of such amount from you, including reasonable attorney fees. Deposits may be subject to a service charge.

**2. Collection of Deposited Items:** In receiving items for deposit or collection, we act only as your agent and assume no responsibility beyond the exercise of ordinary care. All items are credited subject to final settlement in cash or credits. We shall have the right to forward items to correspondents including all Federal Reserve Banks, and we shall not be liable for default or neglect of said correspondents for loss in transit, nor shall any correspondent be liable except for its own negligence. You specifically authorize us or our correspondents to utilize Federal Reserve Banks to handle such items in accordance with provisions of Regulation J (12 CFR Part 210), as revised or amended from time to time by the Federal Reserve Board. In the event we are subject to local clearinghouse rules, you specifically authorize us to handle such items in accordance with the rules and regulations of the clearinghouse.

If we permit you to withdraw funds from your account before final settlement has been made for any deposited item, and final settlement is not made, we have the right to charge your account or obtain a refund from you. In addition, we may charge back any deposited item at any time before final settlement for whatever reason. We shall not be liable for any damages resulting from the exercise of these rights. Except as may be attributable to our lack of good faith or failure to exercise ordinary care, we will not be liable for dishonor resulting from any reversal of credit, return of deposited items or for any damages resulting from any of those actions.

This provision also applies to any remotely created check that you may deposit into your account. A remotely created check, as defined in Regulation CC, means a check that is not created by the paying bank and that does not bear a signature applied, or purported to be applied, by the person on whose account the check is drawn. By having a deposit account with us, you certify that all remotely created checks deposited to your account(s) will be expressly and verifiably authorized by the payor. And we reserve the rights to refuse for deposit any such remotely created check if we have any reason to believe that the item is fraudulent in any manner, and to obtain from you the payer's express, verifiable authorization for any such item.

**3. Unlawful Internet Gambling:** Restricted transactions are prohibited from being processed through your account with us as required by the Unlawful Internet Gambling Enforcement Act of 2006 and Regulation GG. A restricted transaction is a transaction or transmittal involving any credit, funds, instrument, or proceeds in connection with the participation of another person in unlawful Internet gambling.

**4. Set-offs and Liens:** We may set-off funds in your account and any other accounts held by you to pay any debt you may owe us. In addition, you grant to us a security interest in your deposit accounts to secure any debt you may owe us in any non-consumer transaction.

**5. Claims:** In response to any garnishment, attachment, restraining order, injunction, levy, citation to discover assets, judgment, reclamation, other order of court or other legal process (“Claim(s)”), we have the right to place a hold on, remove from your account(s) and/or remit to the designated third-party(ies) any amount on deposit in your account(s) as set forth in and required by such Claim(s). In addition, we may charge against your account(s) any fee authorized by law in connection with the Claim(s) or as otherwise set forth in the Fee Schedule.

**6. Expenses:** You agree to be liable to us for any loss, cost or expense that we incur as a result of any dispute, attachment, garnishment, levy or subpoena of records involving your account, including reasonable attorneys’ fees to the extent permitted by law, and you authorize us to deduct such loss, cost or expense from your account without prior notice to you.

**7. Dormant/Inactive Accounts:** You understand that if your account is dormant or inactive, you may be charged the fee specified in the Fee Schedule and we may stop paying interest to the extent permitted by law. Your account balance may be escheated (that is, turned over to the state) in accordance with state law. If your account balance is escheated, you agree that we are relieved of all responsibility for the balance escheated.

**8. Escrow, Trust, Fiduciary and Custodial Accounts:** When your account is set up as an escrow, trust, fiduciary or custodial account, it is your sole responsibility to determine the legal effects of opening and maintaining an account of this nature. We have no obligation to act as trustee or to inquire into your powers or responsibilities over this account. We reserve the right to require the documentation necessary under applicable law to establish, maintain, manage, and close this account. There may be additional terms and conditions that apply to this account that are governed by a separate agreement.

**9. Additional Documents to Open Account:** You agree to supply us with a separate authorization informing us of the authorized signer(s), if requested to do so and to provide any other related document requested by us.

**10. Signatures:** Your signature on the Account Information form is your authorized signature. You authorize us, at any time, to charge you for all checks, drafts, or other orders for the payment of money, that are drawn on us regardless of by whom or by what means (including facsimile signature(s)) may have been affixed so long as they resemble the signature specimen in our files. For withdrawal and for other purposes relating to any account you have with us, we are authorized to recognize your signature; and we will not be liable to you for refusing to honor signed instruments or instructions if we believe in good faith that one or more of the signatures appearing on the instrument or instruction is not genuine.

If your items are signed using any facsimile signature or non-manual form of signature, you acknowledge that it is solely for your benefit and convenience. You agree that no facsimile signature you have authorized us to honor may be considered a forgery or an unauthorized signature, and that every authorized facsimile signature shall be effective as the signatory's own original, manual signature. You accept sole responsibility for maintaining security over any device affixing the signature as such signature will be effective regardless of whether the person affixing it was authorized to do so. Your authorization notwithstanding, we are not obligated to accept or pay any items bearing facsimile signatures. Further, most checks and other items are processed automatically, i.e., without individual review of each check or item. Therefore, unless we agree in a separate writing, in our sole discretion, upon your request and due to unique circumstances to conduct individual review of checks or other items for more than one signer, you agree that we are acting within common and reasonable banking practices by automatically processing checks and other items, i.e., without individual review of each check or item. You agree to indemnify, defend, and hold us harmless from and against all loss, costs, damage, liability, and other injury (including reasonable attorney fees) that you or we may suffer or incur as a result of this practice.

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

**12. Fees, Service Charges and Balance Requirements:** You agree to pay us and are responsible for any fees, charges or balance/deposit requirements as provided in the Fee Schedule or Disclosures. We also reserve the right to impose a service charge for cashing checks drawn on your account if the person cashing the check is not a customer of this financial institution.

**13. Amendments and Alterations:** Notice will be given to you if we change the terms of this Agreement at any time by mailing notice to your address shown on our records, by posting a notice of any such changes at our main office, or by whatever notice requirements that may be required by law.

**14. Notice:** You are responsible for notifying us of any address change or other information affecting your account. Notices must be in a form and manner acceptable to us with enough information to allow us to identify the account. Notice sent by you to us is not effective until we have received it and have a reasonable opportunity to act on it. Written notice sent by us to you is effective when mailed to the last address supplied to us.

**15. Certified Beneficial Owner Information:** If you are obligated to certify beneficial owner information at the time the account is opened, you are responsible for notifying us of any changes to the certified beneficial ownership information that was provided to us. Notice should be made to us as soon as practical upon a change to the beneficial ownership information in a form and manner acceptable to us.

**16. Telephone and Electronic Communication:** You agree that we may call or send text messages to you at the telephone numbers that you provide to us, including a cell phone number, which may result in charges to you, for informational purposes regarding your account(s) with us. These calls and text messages may be made from an automatic telephone dialing system (i.e., an autodialer) or from an artificial or prerecorded voice message system. Additionally, you agree that we may send electronic communication to you at the email addresses you provide to us. You may contact us at any time if you no longer want to receive these communications from us.

**17. Closing Account:** We may close the account at any time, with or without cause, after sending you notice if advance notice is required by law. If applicable, a notice may be sent to you that specifies when the account will be closed. At our discretion, we have the authority to pay an otherwise properly payable check, which is presented after the closing of your account.

**18. Transfers and Assignments:** You cannot assign or transfer any interest in your account unless we agree in writing.

**19. Effective Applicable Laws and Regulations:** You understand that this Agreement is governed by the laws of the state where this account is opened except to the extent that federal law is controlling and includes, but is not limited to, Article 4A of the Uniform Commercial Code. Changes in these laws and regulations may modify the terms and conditions of your account.

We do not have to notify you of these changes, unless required to do so by law. If any of the terms of this Agreement conflict with applicable law and are declared to be invalid or unenforceable, those terms will be ineffective to the extent of the conflict and the applicable law will govern. The remaining provisions will remain unaffected.

**20. Checks:** All negotiable paper (“checks”) presented for deposit must be in a format that can be processed and we may refuse to accept any check that does not meet this requirement. All endorsements on the reverse side of any check deposited into your account must be placed on the left side of the check when looking at it from the front, and the endorsement must be placed so as to not go beyond an area located 1-1/2 inches from the left edge of the check when looking at it from the front. It is your responsibility to ensure that these requirements are met and you are responsible for any loss incurred by us for failure of an endorsement to meet this requirement.

**21. Electronic Checks and Electronically-Created Items:** Pursuant to Regulation CC, electronic checks may be treated the same as paper checks for check collection and processing purposes. See the Substitute Checks section for more information. Electronically-created items (“ECI”) are check-like items created in electronic form that never existed in paper form. For example, you set up automatic bill payments with us to pay your utility bill. From your account information, we create an ECI that is sent to your utility company for payment. An ECI cannot be used to create a substitute check since it never existed in paper form.

**22. Remote Deposit Capture:** Remote deposit capture (“RDC”) allows you to make deposits to your account from remote locations by electronically transmitting digital images of your original paper checks, which are drawn on or payable through United States financial institutions in United States dollars to us. We may then use the digital image to create an electronic check or substitute check for collection. If you use our RDC services, if applicable, we may require you to endorse the back of the paper check to indicate that it has been remotely deposited. For example, “for mobile deposit only.”

**23. Preauthorized Checks or Drafts:** You should guard information about your account (such as your routing number and your account number) as carefully as you would guard blank checks. If you voluntarily give such information about your account to a party which is seeking to sell you goods or services, without physically delivering a check to it, any debit to or withdrawal from your account it initiates will be deemed authorized by you.

**24. Substitute Checks:** To make check processing faster, federal law permits financial institutions to replace original checks with “substitute checks.” These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: “This is a legal copy of your check. You can use it the same way you would use the original check.” You may use a substitute check as proof of payment just like the original check. Some or all of the checks that you receive back from us may be substitute check(s). An electronic check can be used to create a substitute check since the electronic image and electronic information was derived from its paper form.

**25. Stale or Postdated Checks:** We reserve the right to pay or dishonor a check more than 6 months old without prior notice to you. You agree not to postdate any check drawn on the account. If you do and the check is presented for payment before the date of the check, we may pay it or return it unpaid. We are not liable to you for paying any stale or postdated check, and you agree to reimburse us for any loss we might suffer as long as we acted in good faith or exercised ordinary care. Any damages that you incur, and which we may be liable for, are limited to actual damages not to exceed the amount of the check.

**26. Check Safekeeping:** If you can write checks on your account and utilize a check safekeeping or any other system offered by us for the retention of your checks, you understand that the canceled checks will be retained by us and destroyed after a reasonable time period or as required by law. Any request for a copy of any check may be subjects to a fee, as indicated in the Fee Schedule or Disclosures and as allowed by law. If for any reason we cannot provide you with a copy of a check, our liability will be limited to the lesser of the face amount of the check or the actual damages sustained by you.

**27. Non-Sufficient Funds and Overdrafts:** If your account lacks sufficient funds to pay a check, preauthorized transfer, or other debit activity presented for payment as determined by your available account balance or actual (ledger) balance, we may (1) return the item or (2) pay the item at our discretion.

**Available Balance:** The available balance reflects deposits and transactions that have been posted to your account, such as checks you have written, and transactions that have been authorized but not yet posted to your account, including deposit holds and holds on debit card transactions that have been authorized but not yet posted (i.e. preauthorization holds). These pending transactions and holds reduce your available balance. For example, you have \$100 in your account and you spend \$30, which shows as a pending transaction on your account. Your available balance is \$70.

**Fees:** If there are insufficient funds to pay an item based on your available balance, we may either: 1) return the item or 2) pay the item at our discretion. We may charge you fees if we return the item or pay the item on your behalf.

**Return Item For Non-Sufficient Funds:** If we do not pay the item on your behalf and return the item, we may charge you non-sufficient funds fees. Pursuant to NACHA Operating Rules and Guidelines and other applicable laws, an item may be presented for payment more than one time. We may charge you non-sufficient funds fees for each resubmission of an item or representation of a check, which means you may incur multiple non-sufficient funds fees if an item is returned more than one time. For example, you write a check from your account with us. The check is returned for non-sufficient funds, and we may charge you a non-sufficient fund fee. The same check is then represented to us for payment, and the check is returned again for non-sufficient funds. We may charge you a non-sufficient fund fee the second time the check is presented for payment and returned for non-sufficient funds.

**Overdrafts:** If we pay the item on your behalf, you will be responsible for the overdrawn balance, and we may charge you overdraft fees. As discussed above, subsequent pending transactions and holds impact your available balance, which may cause your account to become overdrawn and subject to overdraft fees. For example, you have \$100 in your account. You use your debit card at a gas station and a preauthorization hold of \$60 is placed on your account because the amount of the transaction is not known at the time of authorization, even though you only spent \$50 at the gas station. The authorization hold reduces your available balance to \$40. You then spend \$50 on groceries. If we pay this item on your behalf, you will be responsible for paying the overdrawn balance, and we may charge you overdraft fees.

**Actual (Ledger) Balance:** The actual (ledger) balance method calculates your account balance only based on transactions that have settled, and it does not reflect pending transactions or checks that have not posted to your account. For example, you have \$100 in your account and spend \$30. Your actual (ledger) balance is \$100 because the pending \$30 does not reduce the amount of funds you have to spend in your account.

**Fees:** If there are insufficient funds to pay an item based on your actual (ledger) balance, we may either: 1) return the item or 2) pay the item at our discretion. We may charge you fees if we return the item or pay the item on your behalf.

**Return Item For Non-Sufficient Funds:** If we do not pay the item on your behalf and return the item, we may charge you non-sufficient funds fees. Pursuant to NACHA Operating Rules and Guidelines and other applicable laws, an item may be presented for payment more than one time. We may charge you non-sufficient funds fees for each resubmission of an item or representation of a check, which means you may incur multiple non-sufficient funds fees if an item is returned more than one time. For example, you write a check from your account with us. The check is returned for non-sufficient funds, and we may charge you a non-sufficient fund fee. The same check is then represented to us for payment, and the check is returned again for non-sufficient funds. We may charge you a non-sufficient fund fee the second time the check is presented for payment and returned for non-sufficient funds.

**Overdrafts:** If we pay the item on your behalf, you will be responsible for the overdrawn balance, and we may charge you overdraft fees.

**28. Processing Order:** We will process items, such as credits, checks, and other debit items in accordance with our processing order policy. The processing order of these items is important because if your account balance has insufficient funds to pay for the items in the order that they are processed, we may charge you non-sufficient funds fees if we return the item or charge you overdraft fees if we pay the item on your behalf.

## 29. Stop Payments

**Stop Payments on Checks:** If you request us to stop payment on a check you have written, you will give written or other confirmation as allowed by us within 14 days of making the request. If you fail to confirm an oral stop payment request within the 14 days, unless our policy provides otherwise, we reserve the right to cancel the request. Your stop payment request must describe the item or account with reasonable certainty and we must receive the request in a time and way that gives us a reasonable opportunity to act on it.

A stop payment on a check you have written will remain in effect until the earlier of 1) six months or other time period not less than six months as specified in the Stop Payment Order, or 2) until we receive written revocation of the stop payment. If the item on which a Stop Payment Order has been placed has not yet cleared or been returned to you by the payee, you may renew the Stop Payment Order for an additional six months by providing a request to us in a record or writing within the time period the Stop Payment Order is in effect.

Our acceptance of a stop payment request does not constitute a representation by us that the item has not already been paid or that we have had a reasonable opportunity to act on the request. We may accept a stop payment request on lost or stolen checks, whether a single check or series, unless our policy requires we open a new account for you to ensure your security. Written communication includes communication by electronic record.

**Stop Payments on ACH Debits:** A Stop Payment Order may be placed on either a one-time debit transfer or on a multiple debit entry transfer. If you request a Stop Payment Order on an Electronic Check Conversion or other one-time debit transfer, we must receive the request, orally or in a record or writing, in a period of time that provides us a reasonable opportunity to act on it prior to acting on the debit entry, otherwise the Stop Payment Order shall be of no effect. If you requested a stop payment on a multiple or future debit entry transfer, we must receive the Stop Payment Order, orally or in a record or writing, at least three business days before a scheduled debit entry. Requests to stop all future payments on an ACH debit transfer may require additional documentation to be supplied to us. Oral stop payment orders are binding on us for 14 calendar days only, unless our policy provides otherwise, and must be confirmed by you in a record or writing within that period.

A Stop Payment Order on an ACH debit remains in effect until the earlier of 1) your withdrawal of the Stop Payment Order, 2) the return of the debit entry, or, where a Stop Payment Order is applied to more than one debit entry under a specific authorization involving a specific payee (Originator), the return of all such debits, or 3) six months from the date of the Stop Payment Order, or other time period not less than six months as specified in the Stop Payment Order, unless you renew the Stop Payment Order. You may renew the Stop Payment Order for an additional six months to prevent the transfer from being paid by providing a request to us within the time period the Stop Payment Order is in effect. When a stop is placed on a multiple or future debit entry transfer, we may require your confirmation in a record or writing stating that you have canceled your authorization for the transfer with the payee (a Stop Payment Order does not revoke authorization). Written communication includes communication by electronic record.

The Stop Payment Order shall be governed by the provisions of Article 4A of the Uniform Commercial Code as adopted by the state in which the account is opened, the Electronic Fund Transfer Act (Regulation E), NACHA Operating Rules, and any applicable state law. You may be charged a fee every time you request a Stop Payment Order and for each Stop Payment Order renewal you make. You understand that we may accept the stop payment request from any of the joint owners of the account regardless of who signed the check or authorized the transfer. A release of the Stop Payment Order may be made only by the person who initiated the stop payment request.

**30. Statements:** We will provide you with a periodic statement showing the account activity. The last address you supply us in writing will be deemed the proper address for mailing this statement to you. You must exercise reasonable care in reviewing your statement and reasonable promptness

in notifying us of any discrepancies, such as alterations or forged or unauthorized signatures, even if by the same wrongdoer. You must notify us within 10 business days after we mail or make the statement available to you of any discrepancies, such as alterations, forged, counterfeit, or unauthorized signatures on presented items. If you fail to notify us with reasonable promptness, you will have no claim against us to the extent permitted by law.

Additionally, you agree that we will not be liable for discrepancies reported to us after one year after we mail or otherwise make the statement or items available to you, even if we failed to exercise reasonable care. If you do not receive a statement from us because you have failed to claim it or have supplied us with an incorrect address, we may stop sending your statements until you specifically make written request that we resume sending your statements and you supply us with a proper address.

**31. ACH and Wire Transfers:** This Agreement is subject to Article 4A of the Uniform Commercial Code - Funds Transfers as adopted by the state in which the account is opened. If you send or receive a wire transfer, you agree that Fedwire® Funds Service may be used. Federal Reserve Board Regulation J is the law that covers transactions made over Fedwire® Funds Service.

When you originate a funds transfer for which Fedwire® Funds Service is used, and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary institution may rely on the identifying number to make payment.

We may rely on the number even if it identifies a financial institution, person or account other than the one named. If you are a party to an Automated Clearing House ("ACH") entry, you agree that we may transmit an entry through the ACH, and you agree to be bound by the National Automated Clearing House Association ("NACHA") Operating Rules and Guidelines, the rules of any local ACH, and the rules of any other systems through which the entry is made.

**Provisional Payment:** Credit we give you is provisional until we receive final settlement for that entry. If we do not receive final settlement, you agree that we are entitled to a refund of the amount credited to you in connection with the entry, and the party making payment to you via such entry (i.e., the originator of the entry) shall not be deemed to have paid you in the amount of such entry.

**Notice of Receipt:** We will not provide you with notice of our receipt of the order, unless we are so requested by the transfer originator in the order. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you.

**Choice of Law:** We may accept on your behalf payments to your account which have been transmitted, that are not subject to the Electronic Fund Transfer Act, and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state where we are located.

**International ACH Transactions:** If your transaction originates from a financial agency that is outside of the territorial jurisdiction of the United States, it may be subject to additional review for compliance with the rules of the Office of Foreign Assets Control (OFAC). If additional review is required, the International ACH transaction will not be available to you until it passes final verification.

**32. Our Waiver of Rights:** You understand and agree that no delay or failure on our part to exercise any right, remedy, power or privilege available to us under this Agreement shall affect or preclude our future exercise of that right, remedy, power or privilege.

**33. Your Waiver of Notice:** By signing the signature card/Account Information form, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your deposit account to the extent permitted by law. For example, if a check that you deposited is dishonored and returned to us, we are not required to notify you of the dishonor.

## ACCOUNT SPECIFIC PROVISIONS

In addition to the General Rules, the following rules apply to specific types of accounts:

### CHECKING OR NOW ACCOUNTS

**Checking Accounts:** If your account is a checking account, it will be either non-interest bearing or interest bearing as defined in accordance with the product terms and conditions.

**Withdrawals:** Deposits will be available for withdrawal consistent with the terms of the Disclosures. Withdrawals may be subject to a service charge.

**Withdrawal Notice Requirements:** If your account is a NOW account or a non-demand deposit checking account held by an entity eligible to hold a NOW account, we have the right to require seven (7) days prior written notice from you of your intent to withdraw any funds from your account.

### MONEY MARKET AND SAVINGS ACCOUNTS

**Withdrawals:** We have the right to require seven (7) days prior written notice from you of your intent to withdraw any funds from your account. Withdrawals may be subject to a service charge.

**Regulation D Transaction Limitations:** Federal regulation allows us to restrict the number of transfers or withdrawals you can make on a Money Market Account and Savings Account or to suspend enforcement of the restriction and allow you to make an unlimited number of transfers or withdrawals from these accounts.

If we enforce the restriction, you understand that we will not allow more transfers or withdrawals than the maximum number specified in the Disclosures, and we may close your account, take away your ability to transfer funds, or convert the account to a checking or other transaction account if the restriction is violated. Further, certain transfers or withdrawals will count toward the transaction limit:

#### Transfers or Withdrawals Subject to Transaction Limitations:

This transaction limitation includes transfers or withdrawals made to a third party if made by: phone, fax, computer, check, debit card, ACH, bill payments, or automatic transfers. The transaction limitation also includes transfers or withdrawals made to another account that you have with us if made by: phone; fax; computer; debit card; ACH; bill payments; or automatic transfers, including transfers for overdraft protection purposes.

#### Transfers or Withdrawals Not Subject to Transaction Limitations:

There is no limit on the number of transfers or withdrawals between the accounts you have with us if made by: mail, messenger, ATM, in person, or to repay a loan that you have with us.

However, if we suspend enforcement of the restriction on the number of transfers or withdrawals on your Money Market Account or Savings Account, there is no transaction limitation on transfers or withdrawals on these accounts. We may also suspend enforcement of the restriction on a temporary basis, such as for six months, and then resume enforcement after the temporary suspension.

### CERTIFICATES OF DEPOSIT/TIME DEPOSIT ACCOUNTS

**Account Terms:** The Certificate bears interest at the rate and basis as set forth on the Certificate. The terms of the Certificate, such as the interest rate(s), Annual Percentage Yield ("APY"), length of term period, renewability, and date of maturity are specified on the Certificate and as indicated at the time of account opening. Interest will not be compounded unless noted and will be paid to you at the frequency and in the method noted. If interest compounds during the term of the Certificate and may be withdrawn prior to maturity, the withdrawal of interest prior to maturity will affect the APY.

**Withdrawal Prior To Maturity:** You have contracted to keep the account funds on deposit from the issue date until the maturity date. We may accept a request by you for withdrawal of some or all of the account funds prior to the maturity date at our discretion.

**Additional Deposits During The Term:** No additional deposits will be allowed to this account during its term unless indicated at the time of account opening.

**Early Withdrawal Penalty:** We may assess an early withdrawal penalty on any withdrawal, either partial or in whole, that we allow you to make from your account prior to the account's maturity date as indicated at account opening.

**Renewal:** Automatic Renewal Certificates will renew automatically on the stated maturity date of its term. Such renewal will be for a time period equal or similar to the original term and subject to these terms and conditions. Interest for that renewal term will be paid at the interest rate then in effect at this financial institution for similar accounts. If you close the Certificate within the grace period following the maturity date, we will not charge an early withdrawal penalty for that withdrawal.

**Single Maturity:** Single Maturity Certificates will not automatically renew at maturity. To ensure a continuation of interest earning, you must arrange for a new investment of the account balance.

## ELECTRONIC FUNDS TRANSFER DISCLOSURE

For purposes of this disclosure the terms “we”, “us” and “our” refer to Origin Bank. The terms “you” and “your” refer to the recipient of this disclosure.

The Electronic Fund Transfer Act and Regulation E require institutions to provide certain information to customers regarding electronic fund transfers (EFTs). This disclosure applies to any EFT service you receive from us related to an account established primarily for personal, family or household purposes. Examples of EFT services include direct deposits to your account, automatic regular payments made from your account to a third party and one-time electronic payments from your account using information from your check to pay for purchases or to pay bills. This disclosure also applies to the use of your ATM card (hereinafter referred to collectively as “ATM Card”) or Checkcard and HSA Card (hereinafter referred to collectively as “Debit Card”) at automated teller machines (ATMs) and any networks described below.

This disclosure contains important information about your use of EFT services provided by Origin Bank in relation to accounts established primarily for personal, family or household purposes. Please read this document carefully and retain it for future reference.

### DEFINITION OF BUSINESS DAY

Business days are Monday through Friday excluding holidays.

### ELECTRONIC FUND TRANSFER SERVICES PROVIDED

#### ATM CARD SERVICES

The services available through use of your ATM Card are described below.

##### ATM CARD SERVICES:

- You may withdraw cash from your checking account(s) and savings account(s).
- You may make deposits into your checking account(s) and savings account(s).
- You may transfer funds between your checking and savings accounts.
- You may make balance inquiries on your checking account(s) and savings account(s).
- You may make payments on consumer loans, home mortgage loans, and home equity loans that you have with us. Payments made at ATMs (whether by transfer, or in cash, check, draft, or money order) are subject to verification and the posting of such payments to a loan account may be delayed until the funds can be collected.

#### DEBIT CARD SERVICES

The services available through use of your Debit Card are described below.

##### CHECKCARD SERVICES

- You may withdraw cash from your checking account(s) and savings account(s).
- You may make deposits into your checking account(s) and savings account(s).
- You may transfer funds between your checking and savings accounts.
- You may make balance inquiries on your checking account(s) and savings account(s).
- You may make payments on consumer loans, home mortgage loans, and home equity loans that you have with us. Payments made at ATMs (whether by transfer, or in cash, check, draft, or money order) are subject to verification and the posting of such payments to a loan account may be delayed until the funds can be collected.
- You may use your card at any merchant that accepts Visa® Debit Cards for the purchase of goods and services.
- PIN-LESS DEBIT TRANSACTIONS - Visa®: When you use your card on the NYCE; PLUS network(s) the transaction may be processed as a debit transaction without requiring PIN authentication (“PIN-less”).

Transactions that are completed as PIN-less debit transactions will not be processed by Visa® and may post to your account as an ATM or Debit transaction rather than a Visa® purchase. The provisions of the Visa® cardholder agreement that relate only to Visa® transactions are not applicable to non-Visa® transactions. Transactions completed as PIN-less debit transactions include, but may not be limited to, government payments, utilities, and property management fees.

#### HSA CARD SERVICE

- You may withdraw cash from your Health Savings Accounts.
- You may make deposits into your Health Savings Accounts.
- You may make balance inquiries on your Health Savings Accounts.
- You may use your card at any merchant that accepts Visa® Debit Cards for the purchase of goods and services.
- PIN-LESS DEBIT TRANSACTIONS - Visa®: When you use your card on the NYCE; PLUS network(s) the transaction may be processed as a debit transaction without requiring PIN authentication (“PIN-less”). Transactions that are completed as PIN-less debit transactions will not be processed by Visa® and may post to your account as an ATM or Debit transaction rather than a Visa® purchase. The provisions of the Visa® cardholder agreement that relate only to Visa® transactions are not applicable to non-Visa® transactions.

Transactions completed as PIN-less debit transactions include, but may not be limited to, government payments, utilities, and property management fees.

#### ATM SERVICES

##### NETWORK

Your ability to perform the transactions or access the accounts set forth above depends on the location and type of ATM you are using and the network through which the transaction is being performed. A specific ATM or network may not perform or permit all of the above transactions. Besides being able to use your ATM Card or Debit Card at our ATM terminals, you may access your accounts through the following network(s): NYCE; PLUS

##### ATM FEES

When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used, and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer.

##### OTHER ATM SERVICES

In addition, you may perform the following transactions: You may change your PIN at an ATM.

#### POINT OF SALE TRANSACTIONS

Listed below are the cards you may use to purchase goods and services from merchants that have arranged to accept your cards as a means of payment (these merchants are referred to as “Participating Merchants”). Some Participating Merchants may permit you to receive cash back as part of your purchase. Purchases made with your cards, including any purchase where you receive cash, are referred to as “Point of Sale” transactions and will cause your “designated account” to be debited for the amount of the purchase. We have the right to return any check or other item drawn against your account to ensure there are funds available to pay for any Point of Sale transaction. We may, but do not have to, allow transactions which exceed your available account balance or, if applicable, your available overdraft protection. If we do, you agree to pay an amount equal to the overdrawn balance plus any overdraft fees.

The following cards and the corresponding designated account(s) may be used for Point of Sale transactions:

- Checkcard: checking account.
- HSA Card: Health Savings Account.

Your ATM and Debit Cards may also be used to obtain cash from your designated account(s) at participating financial institutions when so authorized under the terms of your Account Agreement.

Currently, you may arrange for merchants and third parties to store certain account information for certain purposes (for example, for recurring billing). When you arrange for merchants and third parties to store this information, you acknowledge that we may share updates to this information with these merchants and third parties. If you decide you do not want us to share information as described, then you may contact the number on the back of your card and request information no longer be shared.

#### **CURRENCY CONVERSION - Visa®**

When you use your card with the Visa® logo 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 a rate selected by Visa® from a range of rates available in wholesale currency markets for the applicable transaction date, which rate may vary from the rate Visa® itself receives, or the government-mandated rate in effect for the applicable transaction date, in each instance, plus or minus any adjustment determined by the issuer. The conversion rate in effect on the transaction date may differ from the rate in effect on the central processing date or the posting date.

#### **IMPORTANT ADDITIONAL FEE NOTICE**

Visa® charges an International Service Assessment Fee on all international transactions. Therefore, you will be charged 1.000% of the dollar amount of the transaction for each international transaction completed with your Visa® card when the country of the merchant or machine is different than your country as cardholder. Be aware that when making online purchases you may not know that the merchant is located in a different country.

#### **SERVICES PROVIDED THROUGH USE OF COMMUNITY LINE**

You may perform the following functions through use of COMMUNITY LINE:

- You may initiate transfers of funds between your checking and savings accounts.
- You may make balance inquiries on your checking account(s) and savings account(s).
- You may make payments on consumer loans, home mortgage loans, and home equity loans that you have with us.

In addition, you may perform other transactions such as: The Mobile Deposit Capture feature will allow our App users to make deposits 24/7, even on weekends, just by taking pictures of their checks and submitting it to us through the App.

#### **PREAUTHORIZED TRANSFER SERVICES**

- You may arrange for the preauthorized automatic deposit of funds to your checking account(s) and savmgs account(s).
- You may arrange for the preauthorized automatic payments or other transfers from your checking account(s) and savings account(s).

#### **SERVICES PROVIDED THROUGH USE OF ORIGIN BANK ONLINE**

Origin Bank offers its customers use of our Origin Bank Online service:

Account balance inquiry, account history, account reports, internal and scheduled transfers, external transfers (Zelle), export features (Quicken and Quickbooks), stop payments, alerts, text message banking, online account opening, personal financial management tool, bill pay, estatements, check reorders, mobile banking and cash management.

#### **ELECTRONIC CHECK CONVERSION**

You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or to pay bills.

### **LIMITATIONS ON TRANSACTIONS**

#### **TRANSACTION LIMITATIONS - ATM CARD**

##### **CASH WITHDRAWAL LIMITATIONS**

You may withdraw up to \$500.00 through use of ATMs in any one day.

#### **TRANSACTION LIMITATIONS - CHECKCARD**

##### **CASH WITHDRAW AL LIMITATIONS**

You may withdraw up to \$500.00 through use of ATMs in any one day.

##### **POINT OF SALE LIMITATIONS**

You may buy up to \$2,500.00 worth of goods or services in any one day through use of our Point of Sale service.

#### **TRANSACTION LIMITATIONS - HSA CARD**

##### **CASH WITHDRAWAL LIMITATIONS**

You may withdraw up to \$500.00 through use of ATMs in any one day.

##### **POINT OF SALE LIMITATIONS**

You may buy up to \$2,500.00 worth of goods or services in any one day through use of our Point of Sale service.

#### **OTHER LIMITATIONS**

- The terms of your account(s) may limit the number of withdrawals you may make each month. Restrictions disclosed at the time you opened your account(s), or sent to you subsequently will also apply to your electronic withdrawals and electronic payments unless specified otherwise.
- We reserve the right to impose limitations for security purposes at any time.

#### **LIMITS ON TRANSFERS FROM CERTAIN ACCOUNTS**

We may limit the number of checks, telephone transfers, online transfers, and preauthorized electronic transfers to an account you have with us and to third parties (including Point of Sale transactions) from money market and savings type accounts. You may be limited to six (6) such transactions from each savings or money market account you have per month for purposes of making a payment to a third party or by use of a telephone, computer, or wireless handheld device. Please refer to the Account Agreement for more information regarding transaction limitations.

### **NOTICE OF RIGHTS AND RESPONSIBILITIES**

The use of any electronic fund transfer services described in this document creates certain rights and responsibilities regarding these services as described below.

#### **RIGHT TO RECEIVE DOCUMENTATION OF YOUR TRANSFERS**

##### **TRANSACTION RECEIPTS**

Depending on the location of an ATM, you may not be given the option to receive a receipt if your transaction is \$15.00 or less. Upon completing a transaction of more than \$15.00, you will receive a printed receipt documenting the transaction (unless you choose not to get a paper receipt). These receipts (or the transaction number given in place of the paper receipt) should be retained to verify that a transaction was performed. A receipt will be provided for any transaction of more than \$15.00 made with your ATM Card or Debit Card at a Participating Merchant. If the transaction is \$15.00 or less, the Participating Merchant is not required to provide a receipt.

##### **PERIODIC STATEMENTS**

If your account is subject to receiving a monthly statement, all EFT transactions will be reported on it. If your account is subject to receiving a statement less frequently than monthly, then you will continue to receive your statement on that cycle, unless there are EFT transactions,

in which case you will receive a monthly statement. In any case you will receive your statement at least quarterly.

##### **PREAUTHORIZED DEPOSITS**

If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company.

- You can call us at (318)255-2222 to find out whether or not the deposit has been made.

#### **USING YOUR CARD AND PERSONAL IDENTIFICATION NUMBER (“PIN”)**

In order to assist us in maintaining the security of your account and the terminals, the ATM Card or Debit Card remains our property and may be revoked or canceled at any time without giving you prior notice. You agree not to use your ATM Card or Debit Card for a transaction that would cause your account balance to go below zero, or to access an account that is no longer available or lacks sufficient funds to complete the transaction, including any available line of credit. We will not be required to complete any such transaction, but if we do, we may, at our sole discretion, charge or credit the transaction to another account; you agree to pay us the amount of the improper withdrawal or transfer upon request.

Your ATM Card may only be used with your PIN. Certain transactions involving your Debit Card require use of your PIN. Your PIN is used to identify you as an authorized user. Because the PIN is used for identification purposes, you agree to notify Origin Bank immediately if your ATM Card or Debit Card is lost or if the secrecy of your PIN is compromised. You also agree not to reveal your PIN to any person not authorized by you to use your ATM Card or Debit Card or to write your PIN on your ATM Card or Debit Card or on any other item kept with your ATM Card or Debit Card. We have the right to refuse a transaction on your account when your ATM Card or Debit Card or PIN has been reported lost or stolen or when we reasonably believe there is unusual activity on your account.

The security of your account depends upon your maintaining possession of your ATM Card or Debit Card and the secrecy of your PIN. You may change your PIN if you feel that the secrecy of your PIN has been compromised. You may change your PIN at our ATM or calling 888-292-4037.

#### **RIGHTS REGARDING PREAUTHORIZED TRANSFERS**

##### **RIGHTS AND PROCEDURES TO STOP PAYMENTS**

If you have instructed us to make regular preauthorized transfers out of your account, you may stop any of the payments. To stop a payment, call us at:

(318)242-7501

or write to:

Origin Bank

1101 ROC Lane

Ruston, LA 71270

We must receive your call or written request at least three (3) business days prior to the scheduled payment. If you call, please have the following information ready: your account number, the date the transfer is to take place, to whom the transfer is being made and the amount of the scheduled transfer. If you call, we will require you to put your request in writing and deliver it to us within fourteen (14) days after you call.

##### **NOTICE OF VARYING AMOUNTS**

If you have arranged for automatic periodic payments to be deducted from your checking or savings account and these payments vary in amount, you will be notified by the person or company ten (10) days before each payment, when it will be made and how much it will be.

##### **OUR LIABILITY FOR FAILURE TO STOP PREAUTHORIZED TRANSFER PAYMENTS**

If you order us to stop one of the payments and have provided us with the information we need at least three (3) business days prior to the scheduled transfer, and we do not stop the transfer, we will be liable for your losses or damages.

#### **YOUR RESPONSIBILITY TO NOTIFY US OF LOSS OR THEFT**

If you believe your ATM Card or Debit Card or PIN or internet banking access code has been lost or stolen, call us at:

A- 318-242-7501 or

B-1-800-528-2273

(A - 8am-6pm or B - 6pm-7:30am)

or write to:

Origin Bank

Customer Service

1101 ROC Lane

Ruston, LA 71270

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

#### **CONSUMER LIABILITY**

Tell us AT ONCE if you believe your ATM Card or Debit Card or PIN or internet banking access code has been lost or stolen or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit, if applicable). If you tell us within two (2) business days after you learn of the loss or theft of your ATM Card or Debit Card or PIN or internet banking access code you can lose no more than fifty dollars (\$50) if someone used your ATM Card or Debit Card or PIN or internet banking access code without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your ATM Card or Debit Card or PIN or internet banking access code and we can prove we could have stopped someone from using your ATM Card or Debit Card or PIN or internet banking access code without your permission if you had given us notice, you can lose as much as five hundred dollars (\$500).

Also, if your statement shows transfers you did not make, including those made by card, code, or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was transmitted to you, you may not receive back any money you lost after the sixty (60) days, and therefore, you may not get back any money in your account, if we can prove that we could have stopped someone from taking the money had you given us notice in time. If a good reason (such as a long trip or hospital stay) keeps you from giving the notice, we will extend the time periods.

#### **CONSUMER LIABILITY FOR UNAUTHORIZED TRANSACTIONS INVOLVING CHECKCARD AND HSA CARD**

The limitations on your liability for unauthorized transactions described above generally apply to all electronic fund transfers. However, different limitations apply to certain transactions involving your card with the Visa® logo. These limits apply to unauthorized transactions processed on the Visa® or Plus Network.

If you notify us about an unauthorized transaction involving your card with the Visa® logo and the unauthorized transaction took place on the Visa® or Plus Network, zero liability will be imposed on you for the unauthorized transaction. We may increase the limit of your liability for such unauthorized transactions to the amounts described under “Consumer Liability” above if we reasonably determine, based on substantial evidence, that you were negligent or fraudulent in the handling of your account or your card with the Visa® logo, you were proven to have participated in the transaction, or both. The zero liability provisions do not apply to PIN-based or PIN-less debit transactions not processed by the Visa® or Plus Network, including ATM transactions outside of the United States.

Your liability for unauthorized transactions with your card with the Visa® logo that involve PIN-based or PIN-less debit transactions not processed by the Visa® or Plus Network, including ATM transactions, are described under “Consumer Liability” above.

### **IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR TRANSACTIONS**

In case of errors or questions about your electronic fund transfers, call us at:

(318)242-7501

or write to:

Origin Bank Customer Service

1101 ROC Lane

Ruston, LA 71270

or use the current information on your most recent account statement.

Notification should be made as soon as possible if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. You must contact Origin Bank no later than 60 days after we sent you the first statement on which the problem or error appears. You must be prepared to provide the following information:

- Your name and account number.
- A description of the error or transaction you are unsure about along with an explanation as to why you believe it is an error or why you need more information.
- The dollar amount of the suspected error.

If you provide oral notice, you may be required to send in your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days [twenty (20) business days for new accounts] after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days [ninety (90) days for new accounts and foreign initiated or Point of Sale transfers] to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days [twenty (20) business days for new accounts] for the amount which you think is in error, so that you will have the use of the money during the time it takes to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account. The extended time periods for new accounts apply to all electronic fund transfers that occur within the first thirty (30) days after the first deposit to the account is made, including those for foreign initiated or Point of Sale transactions. Visa's® cardholder protection policy requires that we provide provisional credit for losses from unauthorized Visa® Debit Card use within five (5) business days of notification of the loss, unless we determine that additional investigation is warranted and allowed by applicable laws or regulations.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation. If you are a BUSINESS, your dispute time frame may be limited to the banking day following the Settlement Date of the entry.

### **LIABILITY FOR FAILURE TO COMPLETE TRANSACTION**

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages as provided by law. However, there are some exceptions. We will NOT be liable, for instance:

- If through no fault of ours, you do not have enough money in your account to make the transfer.
- If the transfer would result in your exceeding the credit limit on your line of credit, if you have one.
- If the electronic terminal was not working properly and you knew about the breakdown before you started the transfer.
- If circumstances beyond our control (such as fire or flood, computer or machine breakdown, or failure or interruption of communications

facilities) prevent the transfer, despite reasonable precautions we have taken.

- If we have terminated our Agreement with you.
- When your ATM Card or Debit Card has been reported lost or stolen or we have reason to believe that something is wrong with a transaction.
- If we receive inaccurate or incomplete information needed to complete a transaction.
- In the case of preauthorized transfers, we will not be liable where there is a breakdown of the system which would normally handle the transfer.
- If the funds in the account are subject to legal action preventing a transfer to or from your account.
- If the electronic terminal does not have enough cash to complete the transaction.

There may be other exceptions provided by applicable law.

### **CHARGES FOR TRANSFERS OR THE RIGHT TO MAKE TRANSFERS**

The following fees and charges may be imposed on your checking account:

Replacement Access Card Fee	\$5.00
Per transaction fee for use of non-Origin ATM, includes withdrawals, deposits, transfers and inquiries.	\$2.00

### **DISCLOSURE OF ACCOUNT INFORMATION**

We will disclose information to third parties about your account or electronic fund transfers made to your account:

1. Where necessary to complete a transfer or to investigate and resolve errors involving the transfer(s); or
2. In order to verify the existence and condition of your account for a third party such as a credit bureau or merchant; or
3. In order to comply with government agency or court orders; or
4. If you give us your permission in a record or writing.

### **SAFETY PRECAUTIONS FOR ATM TERMINAL USAGE**

Please keep in mind the following basic safety tips whenever you use an ATM:

- Have your ATM Card or Debit Card ready to use when you reach the ATM.
- Have all of your forms ready before you get to the machine. Keep some extra forms (envelopes) at home for this purpose.
- If you are new to ATM usage, use machines close to or inside a financial institution until you become comfortable and can conduct your usage quickly.
- If using an ATM in an isolated area, take someone else with you if possible. Have them watch from the car as you conduct your transaction.
- Do not use ATMs at night unless the area and machine are well-lighted. If the lights are out, go to a different location.
- If someone else is using the machine you want to use, stand back or stay in your car until the machine is free. Watch out for suspicious people lurking around ATMs, especially during the times that few people are around.
- When using the machine, stand so you block anyone else's view from behind.

- If anything suspicious occurs when you are using a machine, cancel what you are doing and leave immediately. If going to your car, lock your doors.

- Do not stand at the ATM counting cash. Check that you received the right amount later in a secure place, and reconcile it to your receipt then.

- Keep your receipts and verify transactions on your account statement. Report errors immediately. Do not leave receipts at an ATM location.

### **ADDITIONAL PROVISIONS**

Your account is also governed by the terms and conditions of other applicable agreements between you and Origin Bank.

You agree not to reveal your PIN to any person not authorized by you to access your account.

## FUNDS AVAILABILITY POLICY DISCLOSURE

### PURPOSE OF THIS DISCLOSURE

Our general policy is to allow you to withdraw funds deposited in a transaction account on the first Business Day after the day of deposit. Funds from electronic direct deposits will be available on the day we receive the deposit. In some cases, we may delay your ability to withdraw funds beyond the first Business Day after the day of deposit. Our complete policy is summarized below.

For purposes of this disclosure, the terms “you”/“your” refer to the customer and the terms “our”/“we”/“us” refer to Origin Bank. Generally, transaction accounts are accounts which would permit an unlimited number of payments by check to third persons, and also an unlimited number of telephonic and preauthorized transfers to third persons or other accounts you may have with us.

### DETERMINING THE AVAILABILITY OF YOUR DEPOSIT

The length of the delay varies depending on the type of deposit and is explained below. When we delay your ability to withdraw funds from a deposit, you may not withdraw the funds in cash, and we will not pay checks you have written on your account by using these funds. 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.

When we delay your ability to withdraw funds, the length of the delay is counted in Business Days from the day of your deposit. The term “Business Day” means any day other than a Saturday, Sunday or federally declared legal holiday, and the term “Banking Day” means that part of any Business Day on which we are open to the public for carrying on substantially all of our banking functions.

If you make a deposit before the close of business 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 the close of business or on a day that we are not open, we will consider the deposit made on the next Business Day we are open.

### AVAILABILITY SCHEDULE

#### Same Day Availability.

Funds from deposits of:

- electronic direct deposits

- cash\*

- wire transfers

- checks drawn on us

will be available on the day of deposit.

**Next Day Availability.** Funds from deposits of:

- U.S. Treasury checks\*\*

- U.S. Postal Service money orders\*\*

- Federal Reserve Bank or Federal Home Loan Bank checks\*\*

- State or Local Government checks\*\*

- Cashier’s, Certified, or Teller’s checks\*\*

will be available on the first Business Day after the day of deposit.

**Other Check Deposits:** Funds from all other check deposits will be available on the first Business Day after the day of your deposit.

\* **Cash Deposits:** If the cash deposits are made in person to an employee of Origin Bank, then the funds will be made available on the day we receive your deposit. If the deposits are not made in person to an employee, then the funds will be made available no later than the second Business Day after the day of your deposit.

\*\* **Check Deposits:** Check deposits include U.S. Treasury checks; U.S. Postal Service money orders; Federal Reserve Bank or Federal Home Loan Bank checks; State or Local Government checks; and Cashier’s, Certified, or Teller’s

checks. In order for these check deposits to be made available according to the funds availability schedule above, the following conditions are required:

**U.S. Treasury Checks:** These checks must be made payable to you and deposited into your account.

**U.S. Postal Service Money Orders:** Federal Reserve Bank or Federal Home Loan Bank Checks; State or Local Government Checks; or Cashier’s, Certified, or Teller’s Checks. These checks must be made payable to you, made in person to one of our employees, and deposited into your account.

If any of these conditions are not satisfied, then the funds from these check deposits will be made available no later than the second Business Day after the day of your deposit.

### LONGER DELAYS MAY APPLY

Funds you deposit by check may be delayed for a longer period under the following circumstances:

(a) if we believe a check you deposit will not be paid;

(b) if you deposit checks totaling more than \$5,525 on any one day;

(c) if you redeposit a check that has been returned unpaid;

(d) if you have overdrawn your account repeatedly in the last six months; or

(e) if an emergency condition arises that would not enable us to make the funds available to you, such as the 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 7 Business Day after the day of your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

### HOLDS ON OTHER FUNDS FOR CHECK CASHING

If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

### HOLDS ON OTHER FUNDS IN ANOTHER ACCOUNT

If we accept for deposit a check that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount offunds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

### 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 and checks drawn on us will be available on the day we receive the deposit.

Funds from deposits of cash, wire transfers, and the first \$5,525 of a day’s total deposits of U.S. Treasury checks, U.S. Postal Service money orders, cashier’s, certified, teller’s, traveler’s, and federal, state and local government checks will be available on the first Business Day after the day of deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,525 will be available on the Seventh Business Day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,525 will be available on the same day that we receive your deposit.

### Other Check Deposits

Funds from all other check deposits will be available on the second Business Day after the day of deposit.

### FOREIGN CHECKS

Checks drawn on financial institutions outside of the U.S. (foreign checks) cannot be processed the same as checks drawn on U.S. financial institutions. Foreign checks are exempt from the policies outlined in this disclosure. Generally, the availability of funds from deposits of foreign checks will be delayed for the time it takes us to collect the funds from the financial institutions upon which they are drawn.

### DEPOSITS AT AUTOMATED TELLER MACHINES

If you make a deposit at an automated teller machine (ATM) that is owned and operated by us before 4:30 PM on a Business Day that we are open, we will consider the deposit made that day. However, if you make a deposit at an ATM that is owned and operated by us after 4:30 PM or on a day that we are not open, we will consider the deposit made on the next Business Day we are open.

### ADDITIONAL ATM INFORMATION

The only ATM you can make a deposit through is our Ruston Financial Center location.

### ADDITIONAL DEPOSIT INFORMATION

If you make a deposit before 5:00PM through remote deposit or mobile deposit capture on a business day that we are open, we will consider that the day of your deposit.

## CUT OFF TIMES

All times in Central Standard Time (CST)

Branch Closing	depends on each individual location’s closing time.
Mobile Deposits	Approved deposits made after 5:00PM will be available the next business day following the day of deposit
Remote Deposit Capture	7:00PM
External Transfers	6:00PM
ACH	4:30PM for templates, 11:00AM for same-day
Wires – International	3:30PM
Wires – Domestic	4:00PM
Positive Pay	1:00PM
ATM Deposits (same day)	4:30PM

## CONSUMER MOBILE DEPOSIT LIMITS

- \$5,000 single deposit limit
- \$5,000 total daily limit
- \$15,000 20-day period total limit
- 10 deposits per day
- 50 deposits total per 20-day period

## TREASURY MANAGEMENT MOBILE APP DEPOSIT LIMITS

- \$20,000 single deposit limit
- \$25,000 total daily limit
- \$150,000 20-day period total limit
- 10 deposits per day
- 50 deposits total per 20-day period

## BILL PAY PAYMENT LIMITS

- Default trans limit: \$9,999.99
- Default daily limit: \$20,000.00
- Overall Origin Bank max trans limit: \$100,000.00
- Overall Origin Bank max daily limit: \$100,000.00
- Overall Treasury Management max transaction limit: \$250,000
- Overall Treasury Management max daily limit: \$250,000



## FEE SCHEDULE

The following fees and charges may be assessed against your account:

Check printing fees vary by the style of check ordered.	
RETURNED ITEM CHARGE	\$35.00
STOP PAYMENTS - Consumer/Commercial	\$35.00
ACCOUNT RESEARCH - Per Hour/Minimum	\$30.00
ACCOUNT RESEARCH - Per copy	\$1.10
STATEMENT RECONCILIATION - Per hour	\$50.00
RETURNED DEPOSIT ITEM CHARGE	\$6.00
CASHIERS CHECKS	\$9.00
NIGHT DEPOSIT BAG	\$25.00
ZIPPER BAGS	\$4.00
ANNUAL STATEMENTS ON CD	\$30.00
ACCOUNT CLOSING FEE (if<90 days)	\$25.00
VISA GIFT CARDS - Customer	\$5.00
VISA GIFT CARDS - Non-customer	\$6.00
REPLACEMENT ACCESS CARD FEE	\$5.00
PER TRANSACTION FEE FOR USE OF NON-ORIGIN ATM	\$2.00
NOTARY FEE - LA Customers	\$10.00
NOTARY FEE - LA Non-Customers	\$50.00
NOTARY FEE -TX Customers/Non-Customers	\$6.00
NOTARY FEE - MS per person/signature	\$5.00
DORMANT MONTHLY ACCOUNT FEE (After 365 days) Not applicable in TX	\$6.00
COLLECTION ITEMS - Outgoing	\$17.00
COLLECTION ITEMS - Incoming	\$10.00
WIRE TRANSFER - Domestic Incoming	\$15.00
WIRE TRANSFER - Domestic Outgoing	\$25.00
WIRE TRANSFER - Domestic Outgoing TM Online	\$15.00
WIRE TRANSFER - Foreign Incoming	\$40.00
WIRE TRANSFER - Foreign Outgoing	\$50.00
WIRE TRANSFER - Foreign Outgoing TM Online	\$40.00
POSITIVE PAY MONTHLY FEE- File sent by email	\$35.00
POSITIVE PAY MONTHLY FEE- File sent by disk	\$45.00
OFF CYCLE STATEMENTS - with images	\$12.50
OFF CYCLE STATEMENTS - Printout of current accounts	\$5.00
CHECK CASHING - Non Customer (consumer or commercial)	
5% of check cashed for non-customers	
OVERDRAFT ITEM CHARGE:	\$35.00

**Consumer Accounts Only:** Maximum of five(5) Overdraft and NSF item charges per day. We will not charge overdraft item charges if your account is overdrawn \$5.00 or less at the end of each business day. If your account is overdrawn for 5 or more consecutive business days, we will charge an additional \$10.00 per week.

**DISCLOSURE:** In some cases a fee may result in a negative balance for which additional fees may be charged.

## SAFE DEPOSIT BOX ANNUAL RENTAL FEE

Vary by size of box rented.

2x5	\$12.00
3x5	\$35.00
4x5	\$35.00
5x5	\$45.00
3x10.5	\$50.00
5x10.5	\$70.00
10x10.5	\$110.00

## PRIVACY NOTICE

### What Does Origin Bank 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

When you are no longer our customer, we continue to share your information as described in this notice.

**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 Origin Bank chooses to share, and whether you can limit this sharing.

REASONS WE CAN SHARE YOUR PERSONAL INFORMATION	DOES ORIGIN BANK SHARE?	CAN YOU LIMIT THIS SHARING?
<b>For our everyday business purposes</b> – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	YES	NO
<b>For our marketing purposes</b> – to offer our products and services to you	YES	NO
<b>For joint marketing and other financial companies</b>	YES	NO
<b>For our affiliates' everyday business purposes</b> – information about your transactions and experiences	NO	We don't share
<b>For our affiliates' everyday business purposes</b> – information about your creditworthiness	NO	We don't share
<b>For nonaffiliates to market to you</b>	NO	We don't share

**QUESTIONS?** Call toll-free (888)292-4037 or go to [www.origin.bank/contact-us/](http://www.origin.bank/contact-us/)

### WHO ARE WE?

Who is providing this notice? Origin Bank

### WHAT WE DO

**How does Origin Bank 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.

For more information visit [Origin.bank/security-statement](http://Origin.bank/security-statement)

**How does Origin Bank collect my personal information?** We collect your personal information, for example, when you

- Open an account
- Pay your bills or apply for a loan
- Use your debit or credit card

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

**Why can't I limit all sharing?** Federal law gives you the right to limit only

- sharing for affiliates' everyday business purposes - information about your creditworthiness
- affiliates from using your information to market to you
- sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing.

## DEFINITIONS

**Affiliates:** Companies related by common ownership or control. They can be financial and nonfinancial companies.

– Origin Bank does not share with our affiliates.

**Nonaffiliates:** Companies not related by common ownership or control. They can be financial and nonfinancial companies.

– Origin Bank does not share with nonaffiliates so they can market to you.

**Joint Marketing:** A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

– Our joint marketing partner(s) include check printers or other companies that provide enhancement programs and benefits.

**OVERDRAFT PROTECTION BUILT AROUND YOU**

Your Origin Bank personal checking and money market accounts may automatically come with overdraft coverage for checks, recurring debit card payments and bill payments. For ATM withdrawals and everyday debit cards transactions, you will need additional coverage.

What are your options?

- Overdraft Advantage
- Overdraft Advantage with ATM & Everyday Debit Card Transactions
- Account to Account Overdraft Transfer
- Overdraft Protection Line of Credit

**Debit Alerts**

- Alerts may be in the form of text messages, email, or both
- Notifications for purchases, withdrawals, and ATM deposits
- No encryption on debit alerts
- No fee charged for service
- Balance inquiries available on demand
- Fraud mitigation
- Notices only on checking accounts

**Financial Education Links:**

- Money Smart-FDIC  
<https://www.fdic.gov/consumer/moneysmart/mscbi/mscbi.html>
- MyMoney-Financial Literacy & Education  
<http://www.mymoney.gov/Pages/default.aspx>
- Fiscal Fitness: Choosing a Credit Counselor-FTC  
<http://www.consumer.ftc.gov/articles/0153-choosing-credit-counselor>
- Your Guide to Preventing and Managing Overdraft Fees-FDIC  
<https://www.fdic.gov/consumers/overdraft/index.html>

To learn more about these options please visit the Overdraft Protection page at [www.Origin.bank](http://www.Origin.bank) and use our handy tool to explore supplemental coverage that helps you complete a purchase or payment in the event that you don't have sufficient funds in your account. In addition, explore our FAQs and financial educational links to learn more.

	DETAILS	CHECKS	BILL PAYMENTS	ATM WITHDRAWALS	DEBIT CARD TRANSACTIONS	COST
<i>Overdraft Advantage Only</i>	Automatic based on certain criteria.*	X	X			No setup charge. You are only charged a fee if you use the service - \$35 per over-draft (no more than 5 NSF Item and Over-draft Item Fees per day); if your account is overdrawn for more than 5 business days, there is an additional charge of \$10 per week. May be limited to \$500 in overdrafts.
<i>Overdraft Advantage with ATM Everyday Debit Card Transaction Overdraft Protection (Opt-In)</i>	Optional coverage. When added together, all types of overdrafts are covered	X	X	X	X	No setup charge. You are only charged a fee if you use the service - \$35 per over-draft (no more than 5 NSF Item and Over-draft Item Fees per day); if your account is overdrawn for more than 5 business days, we will charge an additional \$10 per week. May be limited to \$500 in overdrafts.
<i>Account-to-Account Overdraft Transfer**</i>	Optional coverage that allows you to link your account to another Origin Bank savings or checking account that will be used to cover overdrafts.***	X	X	X	X	No setup charge or fee unless overdraft occurs.
<i>Line-of-Credit Overdraft Protection</i>	Visit personal banker to apply.	X	X	X	X	No setup charge, \$12 annual fee. Line of Credit balance will incur interest charges. NSF fee is charged and checks returned "NSF" if overdrawn amount surpasses available credit.

\*We pay overdrafts based on our standard overdraft policy. We do not guarantee that we will always pay any type of overdraft transaction.  
 \*\*Transfers funds between deposit accounts, at no fee, to limit possible overdrafts. Your checking account will be covered up to the combined balances of the other selected accounts.  
 \*\*\*Savings limitation may apply.

**OVERDRAFT SERVICES CONSENT FORM**

**Financial Institution Name and Address**

Origin Bank

**What You Need to Know about Overdrafts and Overdraft Fees**

An overdraft occurs when you do not have enough money in your account to cover a transaction, but we pay it anyway.

We can cover your overdrafts in different ways:

- We have standard overdraft practices that come with your account.
- We also offer overdraft protection plans, such as a link to a saving account, or line of credit account, which may be less expensive than our standard overdraft practices. To learn more, ask us about these plans.
- We also offer overdraft protection plans, such as a link to a line of credit, which may be less expensive than our standard overdraft practices. To learn more, ask us about these plans.
- 

This notice explains our standard overdraft practices.

**What are the standard overdraft practices that come with my account?**

We do authorize and pay overdrafts for the following types of transactions:

- o Checks and other transactions made using your checking account number
- o Automatic bill payments

We do not authorize and pay overdrafts for the following types of transactions unless you ask us to (see below):

- o ATM transactions
- o Everyday debit card transactions

We pay overdrafts at our discretion, which means we do not guarantee that we will always authorize and pay any type of transaction. If we do not authorize and pay an overdraft, your transaction will be declined.

**What fees will I be charged if Origin Bank**

Under our standard overdraft practices

**pays my overdraft?**

- We will charge you a fee of up to \$ **35.00** each time we pay an overdraft.
- If your account is overdrawn for 5 or more consecutive business days, we will charge an additional \$10.00 week.
- There is no limit on the total fees we can charge you for overdrawing your account.
- There is a limit of \$175.00 on the total fees we can charge you for overdrawing your account per day.
- We don't charge an overdraft fee if your checking account is overdrawn \$5.00 or less at the end of each business day.

**What if I want Origin Bank to authorize and pay overdrafts on my ATM and everyday debit card transactions?**

If you also want us to authorize and pay overdrafts on ATM and everyday debit card transactions,

- Call us at 888-292-4037
- Visit [www.originbankonline.com](http://www.originbankonline.com)
- Complete the form below and present it at any of our locations.
- Complete the form below and mail it to:

Origin Bank  
 1101 R.O.C. Lane  
 Ruston, LA 71270

- I do not want Origin Bank to authorize and pay overdrafts on my ATM and everyday debit card transactions.
- I want Origin Bank to authorize and pay overdrafts on my ATM and everyday debit card transactions.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Account Number(s): \_\_\_\_\_

**WHAT IF I WANT TO REVOKE MY AUTHORIZATION WITH  
Origin Bank  
TO PAY OVERDRAFTS ON MY ATM AND EVERYDAY DEBIT CARD TRANSACTIONS?**

To revoke your authorization at **Origin Bank** to pay overdrafts on your ATM and everyday debit card transactions, indicate by signing below.

Please bring this completed form to any one of our **Origin Bank** locations, mail it to the provided address, call us at the provided phone number, or visit our website. Your revocation will be implemented as soon as feasibly possible once it is received.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Account Number(s): \_\_\_\_\_





MEMBER FDIC