

**BankPlus**<sup>®</sup>

# Transition Guide

WHO WE ARE AND WHAT TO EXPECT



## **TABLE OF CONTENTS**

Welcome	4
Branch Locations	5
Conversion Weekend	6
What We Stand For	7
FAQs	8
Personal Accounts	14
Wealth Management	23
Business Accounts	25
Terms and Conditions	29

# Welcome to BankPlus

As a First Bank and Trust customer, you've come to expect exceptional personal service. Now that First Bank and Trust is BankPlus, you can expect that same commitment to customers, along with new banking options, locations and technology. First and foremost, we're here to make sure your transition is seamless as you become a BankPlus customer.

BankPlus shares First Bank and Trust's community-based, customer-centric philosophy. For over 100 years, the communities and people we serve have always come first. And because we know the value in building meaningful relationships, you'll still see many of the same friendly faces you know and trust from First Bank and Trust.

As a BankPlus customer, you'll have access to more banking options, newer technology and enhanced services. We're proud to offer over 90 locations to serve you throughout Mississippi, Louisiana, Alabama and Florida.

Welcome to the BankPlus family. We look forward to serving you.

## The BankPlus Team

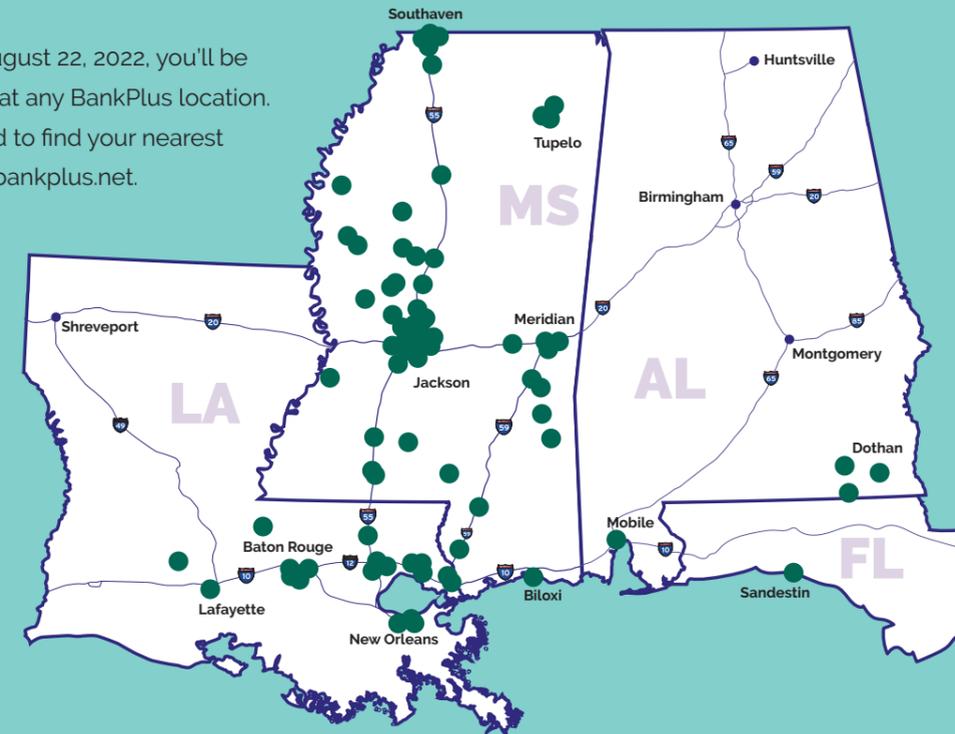
**At 5 p.m. on Friday, August 19, 2022, your First Bank and Trust account will become a BankPlus account.**



# Map

## COMBINED BRANCH LOCATIONS

Beginning August 22, 2022, you'll be able to bank at any BankPlus location. For hours and to find your nearest branch, visit [bankplus.net](http://bankplus.net).



**FOR LIVE CUSTOMER SUPPORT,**  
call First Bank and Trust at **1-877-426-2498**  
until close of business on August 19, 2022.  
After August 19, call BankPlus at  
**1-888-811-PLUS (7587)** or TTY **1-888-226-5758**.

- |                  |                    |              |                |
|------------------|--------------------|--------------|----------------|
| <b>Alabama</b>   | Lafayette          | Columbia     | Olive Branch   |
| Dothan           | Mandeville         | Durant       | Pearl          |
| Enterprise       | Metairie (2)       | Flora        | Picayune (2)   |
| Geneva           | New Orleans (3)    | Flowood (3)  | Pickens        |
| Mobile (2)       | New Roads          | Gluckstadt   | Poplarville    |
|                  | Slidell (2)        | Greenwood    | Port Gibson    |
|                  | Springfield        | Grenada      | Quitman        |
| <b>Florida</b>   |                    | Hernando     | Ridgeland (3)  |
| Destin           |                    | Horn Lake    | Shubuta        |
|                  | <b>Mississippi</b> | Isola        | Southaven (3)  |
|                  | Belzoni            | Jackson (6)  | Stonewall      |
| <b>Louisiana</b> | Biloxi             | Lexington    | Tchula         |
| Amite            | Brandon (3)        | Madison (2)  | Tupelo (4)     |
| Baton Rouge (3)  | Brookhaven (2)     | McComb       | Waynesboro     |
| Covington (2)    | Byram              | Meridian (2) | Yazoo City (2) |
| Denham Springs   | Canton (2)         | Monticello   |                |
| Eunice           | Cleveland (2)      | Newton       |                |
| Hammond (2)      | Clinton (3)        |              |                |
| Harvey           |                    |              |                |

## IMPORTANT INFORMATION ABOUT CONVERSION WEEKEND

# Friday, August 19– Monday, August 22

During conversion weekend, some services may be periodically interrupted or not available. We apologize in advance for any inconvenience. We anticipate the systems conversion timeline will last from 5 p.m. on Friday, August 19, through the end of day Sunday, August 21. To prepare for any downtime, consider obtaining extra cash or additional forms of payment to use over that weekend.

### BRANCHES

- **August 19 (Friday)**

First Bank and Trust branches will close at normal times.

- **August 22 (Monday)**

Branches will reopen as BankPlus.

### DEBIT CARDS

- **Early August**

Your new BankPlus Visa® debit card will arrive. Please activate your card, and set your PIN for future use.

- **August 22 (Monday 9 a.m.)**

First Bank and Trust Visa® debit cards will become inactive at 9 a.m.

- **August 22 (Monday)**

Begin using your BankPlus Visa® debit card once it has been activated.

*You will need to update any ongoing automatic payments with your new BankPlus Visa® debit card information.*

### ONLINE BANKING AND BILL PAY

- **August 17 (Wednesday COB)**

First Bank and Trust Bill Pay will become unavailable at the close of business (COB).

### ONLINE BANKING CONT.

- **August 19 (Friday 5 p.m.)**

First Bank and Trust Online and Mobile Banking will become unavailable as we work to transition your experience to BankPlus Online Banking.

- **August 22 (Monday)**

BankPlus Online Banking will be available for use once you have been notified via email. The Mobile Banking app will become available once you have logged in via an internet browser.

### ACCOUNTS

- Your account numbers will not change.
- Direct deposits and drafts tied to your current checking account(s) will remain in place.
- The First Bank and Trust routing numbers will remain active.

### EXTERNAL FUNDS TRANSFER

- **August 17 (Wednesday COB)**

First Bank and Trust TransferNow will become unavailable.

- **August 22 (Monday)**

The BankPlus External Funds Transfer System will be available for use once enrolled through BankPlus Online Banking.

### ZELLE

- **August 17 (Wednesday COB)**

Zelle will become unavailable.

- **August 22 (Monday)**

Reenroll in Zelle through the BankPlus Mobile Banking App.

As we work through the conversion, some dates and times listed in this guide may change. For the most up-to-date information on the conversion, please visit [bankplus.net/FBT](https://bankplus.net/FBT).

# What We Stand For

BankPlus was founded in 1909 in Belzoni, Mississippi. Over the years, we built a network of community banks that places a premium on customer relationships. Those roots are still alive today. And with the acquisition of First Bank and Trust, our promise is to uphold these traditions in your communities.

## Our Core Purpose

We enrich lives and build stronger communities.

## Our Vision

We are a high-performing TEAM committed to fulfilling promises, building lasting relationships and making dreams come true.

## Our Values

Integrity

Trust

Respect

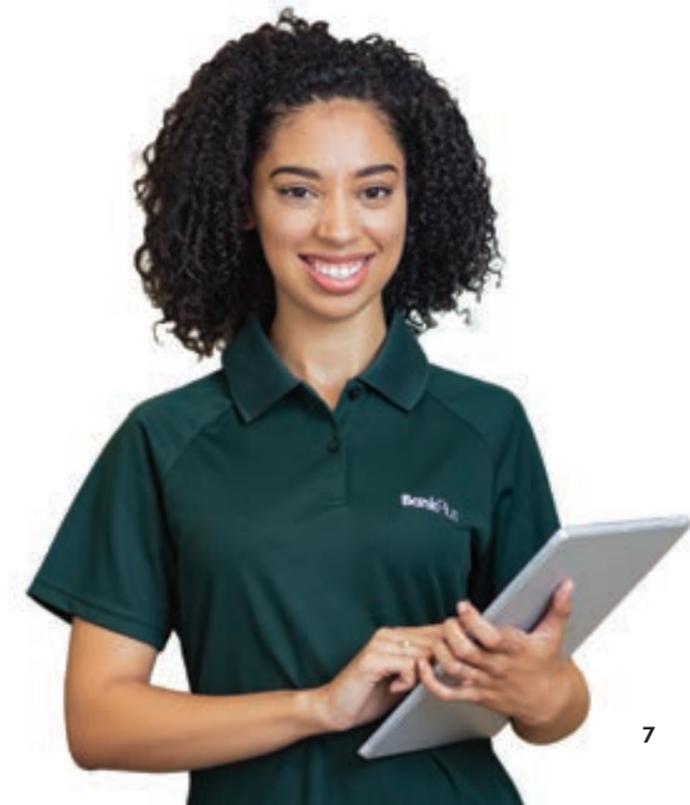
Passion

Service

Accountability

Teamwork

Innovation



# FAQs

## ACCOUNTS

### Will there be any disruption in my banking services during the conversion?

During conversion weekend, some services may be periodically interrupted or not available. We apologize in advance for any inconvenience. We anticipate the systems conversion timeline will last from the end of the business day (5 p.m.) on Friday, August 19, through the end of day Sunday, August 21. To prepare for any downtime, consider obtaining extra cash or additional forms of payment to use over that weekend.

### Will my account number(s) remain the same?

Yes. Your account numbers will remain the same for all accounts.

### Will I receive a new debit card?

Yes. You will receive a new BankPlus Visa® debit card with a new number on or around August 8. You will need to activate your card and set your PIN for use on Monday, August 22.

### Will my scheduled recurring payments remain active with my new BankPlus Visa® debit card?

Any scheduled recurring payments set up with your First Bank and Trust debit card will need to be updated with your new BankPlus Visa® debit card on or after August 22.

### Will there be any disruption with existing ATMs?

Yes. First Bank and Trust ATMs will no longer accept ATM deposits as of August 3, 2022. In addition, the Community Cash Network will assess a service fee if it is used after August 19, 2022. Effective immediately, First Bank and Trust customers can utilize any BankPlus ATM and will not be charged a foreign ATM fee.

## ONLINE AND MOBILE BANKING

### Does BankPlus offer online banking, and how will I log in?

Yes, BankPlus offers online banking. If you're a current First Bank and Trust online banking user, use your same username to access BankPlus online banking. Your password will be 8-digits, consisting of the last four digits of your Social Security number, followed by your 4-digit birth year.

### Will I need to reenroll in online banking?

No. You will not have to reenroll in online banking. Once the First Bank and Trust systems have been merged with BankPlus, your accounts will transfer to the BankPlus Online Banking platform.

### Will my current bill pay vendors automatically convert to BankPlus Bill Pay?

Yes. Your current bill pay vendors will transition to the BankPlus Bill Pay system.



### Will the bill payments I have set up automatically process over the transition weekend?

All payments scheduled for Wednesday, August 17, will process through the current First Bank and Trust Bill Pay system. If a payment has been scheduled for August 18 forward, BankPlus will be processing the payment. On August 22, we do recommend you log in to BankPlus Online Banking and validate that payments scheduled for August 18 forward are pending within the new BankPlus Bill Pay system.

### Will I still be able to use Zelle after the conversion?

BankPlus offers Zelle through the BankPlus Mobile Banking app only. To use Zelle after the systems conversion, you will need to reenroll within the app. Please note that your Zelle history and contacts will not transfer, so consider saving this information before the conversion.

### Will there be any disruption of mobile banking services?

Yes. The First Bank and Trust Mobile Banking app will become unavailable at 5 p.m. Friday, August 19. You will need to download the BankPlus Mobile Banking app on August 22. To access your account via the mobile app, you must first log in to BankPlus Online Banking via an internet browser after receiving an email from BankPlus that the online banking system is available on August 22.

### Can I still make mobile deposits?

You may continue to make mobile deposits through your First Bank and Trust app until 3:30 p.m., August 19. Once you have access to the BankPlus Online Banking system and Mobile Banking app, you will have the ability to make mobile deposits to BankPlus.

# FAQs

## DEPOSITS

### What will happen to my direct deposit of payroll or Social Security payments coming into my account?

There will not be any disruption of direct deposits into your new BankPlus account(s) since your account number(s) will remain the same, and we will keep the First Bank and Trust routing numbers active.

### Are my deposits with BankPlus FDIC insured?

Yes. There are no changes in FDIC coverage.

## AUTOMATIC DEDUCTIONS

### Will BankPlus continue to automatically deduct payments, bills and external loan payments from my account?

If the automatic payment was set up through ACH or direct transfer, then it will continue to be processed without any additional action. If the payment was set up using a debit card, you will need to reestablish the payment with your new BankPlus Visa® debit card after the completion of the system conversion on August 22.



## BRANCHES

### When can I start using BankPlus branches?

Please continue to only use First Bank and Trust branches through close of business Friday, August 19. First Bank and Trust branches will reopen as BankPlus on Monday, August 22, at which point you can visit any BankPlus location in Alabama, Florida, Louisiana and Mississippi.

### Will the business hours at my branch change?

No. Hours of operation at all First Bank and Trust branches will remain the same after they reopen as BankPlus.

### Will I still be able to contact my local branch for assistance after August 19?

Yes. If you contact the branch main number, you will be assisted by a BankPlus professional customer service agent.

## CDs

### Will there be any changes to the interest rate of my existing certificate of deposit (CD)?

No. The terms of your CD will remain the same.

## CHECKS

### Can I use my current checks or deposit slips?

Yes. You may continue to use your First Bank and Trust checks and pre-printed deposit slips after the conversion date, as account numbers will remain the same and the First Bank and Trust routing numbers will remain active.

## CREDIT CARDS

### Can I use my First Bank and Trust credit card?

Yes. You may continue to use your First Bank and Trust credit card after conversion.

## STATEMENTS

### Will I receive a final First Bank and Trust statement?

Yes. Your final First Bank and Trust statement will be processed end of day Friday, August 19.

### Will there be any changes in the delivery of my account statement?

Yes. The schedule of when you receive your account statement may change. Your first BankPlus statement will be processed on August 31. Thereafter, all statements will be processed on the last day of the month.

## IRA

### Will my IRA account change?

No. The terms of your IRA will remain the same.





# FAQs

## LOANS

### Are there any changes to the terms of my loan(s)?

No. The terms of your loan(s) will remain the same.

### How do I make loan payments?

Loan payments can be made to BankPlus on or after August 22 in the following ways: at a branch, online, at an Interactive Teller Machine (ITM) during live teller hours or by calling Customer Service at 1-888-811-PLUS (7587).

### Will BankPlus continue to automatically debit my deposit account for my loan payment?

Yes.

### Will my loan account number remain the same?

Yes.

## SAFE DEPOSIT

### Will I still have access to my safe deposit box?

Yes. You will continue to be able to access your safe deposit box unless you have been notified otherwise in a separate mailing.

### Will the annual fee remain the same for my safe deposit box?

No. Your fee may change depending on your payment method.

## MISCELLANEOUS

### What is the BankPlus routing and transit (ABA) number?

The BankPlus routing number is 065301948.

### Will there be any changes to incoming ACH transactions or incoming wire transfers?

BankPlus will continue to receive all incoming ACH debits and credits using the existing First Bank and Trust routing numbers. Following the system conversion on August 22, all incoming wire transfer requests should be sent to routing number 065301948.

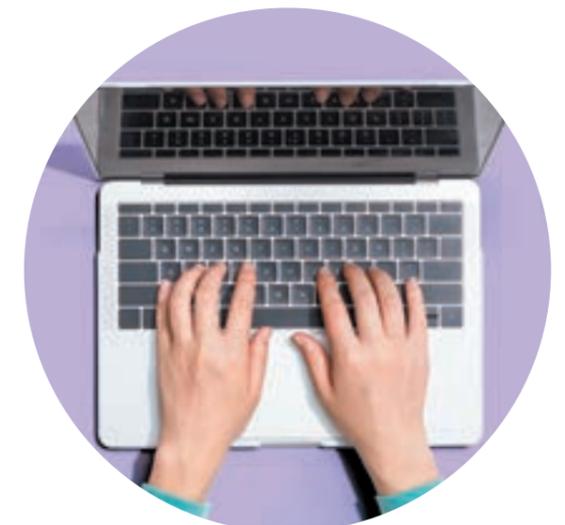
### Who should I contact for questions?

Until close of business on August 19, contact your local First Bank and Trust representative or Customer Service at 1-877-426-2498.

After the conversion date of August 19, please contact BankPlus Customer Service at 1-888-811-PLUS (7587) or TTY 1-888-226-5758.

### Will there be any disruption in my telephone banking?

Yes. As of 5 p.m. August 19, you will no longer be able to access the First Bank and Trust telephone banking system. After the systems conversion on August 22, you will need to enroll in BankPlus CallPlus at 1-800-811-7587 or 601-420-7587.



# Personal Accounts





# Online and Mobile Banking

## **BANKPLUS ONLINE AND MOBILE BANKING AVAILABLE AUGUST 22, 2022**

Online Banking will be available once you have been notified via email on August 22. The Mobile Banking app will be available after you have logged into Online Banking through an internet browser.

## **ONLINE BILL PAY AVAILABLE AUGUST 22, 2022**

All payments scheduled for Wednesday, August 17, will process through the current First Bank and Trust Bill Pay system. If a payment has been scheduled for August 18 forward, BankPlus will be processing the payment. On August 22, we do recommend you log into BankPlus Online Banking and validate that payments scheduled for August 18 forward are pending within the new BankPlus Bill Pay system.

## **LOGGING INTO ONLINE BANKING**

- Visit [bankplus.net](http://bankplus.net).
- Click the "Login" button to expand the login details.
- Keep the default value of "Personal Online Banking" in the drop-down box.
- Enter the same user ID you use to log in to First Bank and Trust Online Banking for the BankPlus username. Your password will be 8-digits, consisting of the last four digits of your Social Security number, followed by your 4-digit birth year. You will be prompted to

## **LOGGING INTO ONLINE BANKING CONT.**

- update your password after you initially log in.
- Click the "LOG IN" button.

## **UPDATING USERNAME AND PASSWORD**

- Log in to Online Banking.
- Click on the "My Settings" tab at the top of the screen.
- Under the Login & Security section, click "Edit" next to the "Username" and/or "Password," and follow the instructions to update.

## **ONLINE BANKING**

With BankPlus Online Banking, you can do just about everything you need to do without ever visiting a branch. Benefits include:

- 24-hour access
- Online bill payment
- External Funds Transfer
- Email alerts of account updates
- Online statements and notices
- Online check images
- Online funds transfer within BankPlus accounts
- Open new accounts without visiting a branch

## **MONEY MANAGER**

Money Manager gives you a suite of tools to understand and control your financial life. Track your credit cards, checking account(s) and savings. Simply sign in to BankPlus Online Banking to get started.

- View all accounts in one place.
- Automatically categorize and track spending.
- Create budgets and set up email alerts.
- Instantly manage your debt.
- Set financial goals.



## **BANKPLUS MOBILE APP**

Prior to being allowed access to your account via the BankPlus Mobile Banking app, you must first log in to your account via an internet browser.

The free BankPlus Mobile Banking app delivers the convenience and power you need to stay on top of your finances. With a couple of quick taps, you can:

- View account activity
- Deposit checks
- Pay bills
- Transfer funds to an external account
- Check balances
- Transfer funds between BankPlus accounts
- View and select CashRewards offers
- Find nearby branches, ATMs and ITMs

## **ZELLE<sup>1</sup> FOR QUICK TRANSFERS BETWEEN BANKS.**

Zelle is a fast, safe and easy way to send money in minutes<sup>2</sup> to friends, family and others you trust, right from the BankPlus mobile app. Zelle makes it easy to send money to, or receive money from, people you trust with a bank account in the U.S. Find Zelle in your BankPlus Mobile Banking app.

- **FAST** – Send money directly from your account to theirs — typically in minutes.<sup>2</sup>
- **SAFE** – Send or receive money right from your BankPlus app.
- **EASY** – Send money to almost anyone you know and trust<sup>3</sup> using just an email address or a U.S. mobile phone number.<sup>4</sup>

## **INTERACTIVE TELLER MACHINES**

BankPlus Interactive Teller Machines, or ITMs, combine the convenience of an ATM with the service of a real BankPlus teller via a two-way video monitor. Withdraw and deposit funds, cash a check, make a loan payment and more.



1. Zelle and the Zelle-related marks are wholly owned by Early Warning Services, LLC, and are used herein under license. 2. Transactions typically occur in minutes when the recipient's email address or U.S. mobile number is already enrolled with Zelle. 3. Must have a bank account in the U.S. to use Zelle. 4. To send payment requests or split payment requests to a U.S. mobile number, the mobile number must already be enrolled with Zelle.

# Checking Accounts

BankPlus offers a range of checking accounts to fit your specific needs. They all come with the latest tools to help streamline your banking experience, from free online and mobile banking to instant-issue debit cards.

## CAREFREE CHECKING

There is no monthly fee or minimum balance for our basic checking account with online-only statements.

## VALUEPLUS CHECKING ⚡

Our popular ValuePlus Checking account adds BaZing Benefits, including roadside assistance<sup>1</sup>, cell phone protection<sup>1,2</sup> and everyday savings at local and national retailers, plus much more.

## VALUEPLUS INTEREST CHECKING ⚡

Earn interest monthly with a \$1,500 minimum balance, and receive all the great benefits of BaZing like roadside assistance<sup>1</sup>, cell phone protection<sup>1,2</sup> and more.

## STUDENT CHECKING

Designed to take students from high school to college to grad school, this account automatically rebates out-of-network ATM fees.\* Available to customers ages 14–24.

## VALUEPLUS STUDENT CHECKING ⚡

In addition to the perks of our basic Student Checking account, you get the added assurance of BaZing Benefits, including roadside assistance<sup>1</sup> and cell phone protection<sup>1,2</sup>. Available to customers ages 14–24.

## PRIMEPLUS CHECKING

Available to customers ages 50 and over, PrimePlus offers free notary service, teller checks, photocopies and faxes — all for no monthly service fee.

## INVESTMENTPLUS CHECKING

Consolidate all of your banking and brokerage needs into one high-yield checking account. InvestmentPlus Checking gives you a high yield with the convenience of a checking account.

## BAZING BENEFITS ⚡

BaZing Benefits are included with ValuePlus Checking, ValuePlus Interest Checking and ValuePlus Student Checking accounts. In addition to great discounts with local and national retailers, BaZing offers valuable peace of mind with roadside assistance<sup>1</sup>, cell phone protection<sup>1,2</sup>, identity theft protection<sup>1</sup> and more.

### ROADSIDE ASSISTANCE<sup>1</sup>

Available 24/7 and free to use. Receive up to \$80 in covered service charges.

### HEALTH SAVINGS CARD<sup>1</sup>

Save money on prescriptions, eye exams, frames, lenses and hearing services.

### CELL PHONE PROTECTION<sup>1,2</sup>

Pay your cell phone bill with your ValuePlus Checking account, and you're covered. We'll pay to have it repaired or replaced, up to \$600 per claim (maximum of \$1,200 per year).

### ID THEFT AID<sup>1,2,3</sup>

**Identity Restoration and Payment Card Resolution:** An identity restoration specialist works on your behalf to restore your identity and cancel payment cards.

**Personal Identity Theft Benefit:** Receive \$2,500 reimbursement for covered expenses you incur to restore your identity.

**Credit Monitoring and Credit Report:** Monitor changes and new activity on your credit report, and review your credit report quarterly.

**Identity Monitoring:** Monitors the dark web to identify activity associated with your identity, including public records, changes of address, Social Security, and non-credit loans.

### \$10,000 TRAVEL ACCIDENTAL DEATH COVERAGE<sup>1,2</sup>

Peace of mind for the unexpected.

### LUGGAGE PROTECTION<sup>1,2</sup>

You can receive reimbursement for your lost or damaged luggage, including its contents, while traveling on a common carrier or cruise ship.

### RENTED VEHICLE DAMAGE OR LOSS COVERAGE<sup>1,2</sup>

You can receive reimbursement for replacement or repair of a rented vehicle you rent using your ValuePlus account.

### BUYER'S PROTECTION AND EXTENDED WARRANTY<sup>1,2</sup>

Your newly purchased item can be reimbursed or replaced if an accident or theft occurs within 180 days of purchase, when purchased using your ValuePlus account.

### SHOP LOCAL, SAVE LOCAL WITH BAZING SAVINGS\*\*

Local discounts and national retailer deals to save you money on shopping, dining, travel and more.

Benefits available through The Plus app or online at BaZing.com/bankplus. Search for and download The Plus by BankPlus in the App Store or Google Play.



	FOR EVERYONE		FOR STUDENTS		FOR INTEREST EARNERS		
	CAREFREE CHECKING	VALUEPLUS CHECKING	STUDENT CHECKING	VALUEPLUS STUDENT CHECKING	PRIMEPLUS CHECKING	VALUEPLUS INTEREST CHECKING	INVESTMENTPLUS CHECKING
FREE ONLINE BANKING & BILL PAY	+	+	+	+	+	+	+
FREE MOBILE BANKING	+	+	+	+	+	+	+
FREE MOBILE DEPOSIT	+	+	+	+	+	+	+
FREE VISA® DEBIT CARD	+	+	+	+	+	+	+
MONTHLY SERVICE FEE	No monthly service fee with online-only statements, or \$5 per month for paper statements	\$6	\$0	\$6	\$0	No monthly service fee with \$1,500 minimum balance, or \$8 per month	No monthly service fee with \$1,000 minimum balance, otherwise \$8 per month.
MINIMUM OPENING BALANCE	\$100	\$100	\$50	\$50	\$500	\$1,500	\$1,000
EARNs INTEREST					Competitive	Competitive	Very Competitive
AUTOMATIC ATM REBATES*			+	+			
BAZING BENEFITS		⚡		⚡		⚡	

\*Any ATM Surcharge fees incurred within the 50 states and District of Columbia will be credited back on or before the next business day.

\*\*All services listed above are subject to additional terms and conditions. Participating merchants on BaZing are not sponsors of the program, are subject to change without notice, may not be available in all regions and may choose to limit deals. 1. Subject to the terms and conditions detailed in the Guide to Benefits, if applicable. 2. Insurance products are: NOT A DEPOSIT. NOT FDIC-INSURED. NOT INSURED BY ANY FEDERAL GOVERNMENT AGENCY. NOT GUARANTEED BY THE BANK. 3. Identity and credit monitoring require additional activation for monitoring to begin. Standard Rates and fees may apply from your wireless carrier. iPhone and iPad are trademarks of Apple Inc., registered in the U.S. and other countries. App Store is a mark of Apple Inc.; Android is a trademark of Google Inc.

BANKPLUS VISA®

# Debit Card

## ON OR AROUND AUGUST 8

Your new BankPlus Visa® debit card will arrive. Please activate your card and set your PIN for future use.

## AUGUST 22 (Monday)

First Bank and Trust Visa® debit cards will become inactive at 9 a.m.

## AUGUST 22 (Monday)

Begin using your BankPlus Visa® debit card once it has been activated and a PIN has been established.



## INSTANT-ISSUE DEBIT CARD

Lost, stolen or damaged card? Get a new one within minutes at your nearest BankPlus location after conversion.

## CONTACTLESS PAYMENTS

Your BankPlus Visa® debit card is a contactless card and also fully functional with the virtual wallet in your smartphone or smartwatch. Simply add your debit card to Apple Pay®, Google Pay, Garmin Pay or Fitbit Pay.

## BANKPLUS MOBILE ALERT APP



Monitor and control your debit card with Mobile Alerts — with features like Card Controls and Transaction Alerts. Visit your app store to get started.

## CARD CONTROLS

Set transaction limits and specific transaction types — such as ATM, online or international — to allow only certain types of transactions. Instantly suspend your debit card if it's lost or stolen, and easily reactivate it with the click of a button.

## TRANSACTION ALERTS

Receive alerts when a purchase exceeds a specified amount. You can also receive alerts when your debit card is used online, internationally, at an ATM and more.

PERSONAL

# Savings Accounts



All BankPlus savings accounts reward you with interest. What's more, you can easily build your balance with **Savings Made Simple**. When you link your BankPlus savings account to a BankPlus checking account, you can choose to automatically round up every debit card transaction to the next dollar amount and have the balance automatically transferred to your savings.

## PERSONAL SAVINGS

Begin earning interest on your savings with just a \$100 opening deposit.

## PERSONAL MONEY MARKET

This higher-performing savings account earns a higher interest rate and credits your account monthly.

## CHRISTMAS CLUB

Brighten the holidays with this special savings account. Interest will be credited to your balance as the holidays approach, maturing on October 31, 2022.

# Consumer Loans

BankPlus offers a wide range of personal loans to help you finance your dreams. Whether you're making a new purchase or tapping into existing equity, our team will find the right solution for you.



**PERSONAL LINE OF CREDIT**




**AUTO AND OTHER VEHICLE LOANS**




**HOME MORTGAGES**

An added benefit to becoming a BankPlus customer is access to our home loan services. Whether you're purchasing or refinancing, our online applications and calculators make it easy to find the right mortgage option for you. Just find the home, and we'll get you in the door.




**REAL ESTATE LOANS**

- Land and Lot Acquisition Loans
- Residential Construction Loans
- Long-Term Residential Property Loans



**HOME EQUITY LOANS**



# Unbiased Insight. World-Class Experience.

## WEALTH MANAGEMENT GROUP

The Wealth Management Group at BankPlus is built to be your long-term partner to help grow and manage your personal wealth. From investment management to trust services and estate planning, our team offers a range of services tailored to meet your individual goals.

- Personal Investment Management
- 401K Plans
- Fiduciary Services
- And More

For more information, call 601-607-4318 or email [WealthManagementGroup@BankPlus.net](mailto:WealthManagementGroup@BankPlus.net).



Not FDIC Insured	No Bank Guarantee	May Lose Value
Not a Deposit	Not Insured by any Federal Government Agency	

A photograph of two business professionals in a meeting. A man with a beard, wearing a white shirt, is speaking and gesturing with his hands. A woman with long brown hair, wearing a grey blazer over a white shirt, is listening attentively. They are seated at a table in a bright, modern office setting with large windows in the background. The text 'Business Accounts' is overlaid in a bold, dark green font on the right side of the image.

# Business Accounts

# Business Banking

If you have a First Bank and Trust business account, you will be mailed details regarding your account access separately.



BankPlus offers three different business checking account options to scale with your needs. They all come with free online and mobile banking, plus a free Visa® debit card.

	FREE BUSINESS CHECKING	BUSINESS INTEREST CHECKING <sup>1</sup>	COMMERCIAL CHECKING
FREE BUSINESS ONLINE BANKING	+	+	+
FREE BUSINESS MOBILE BANKING WITH MOBILE DEPOSIT	+	+	+
FREE BUSINESS DEBIT CARD	+	+	+
IMAGED STATEMENTS	+	+	+
MINIMUM TO OPEN	\$50	\$50	\$50
FREE TRANSACTION ITEMS PER MONTH	1,000 <sup>2</sup>	1,000 <sup>2</sup>	None
CHARGE PER ITEM	None	None	\$0.15 per item (regardless of type)
MINIMUM BALANCE TO AVOID SERVICE CHARGE	None	\$1,500	None
MONTHLY SERVICE CHARGE	None	\$8 if account falls below minimum balance	\$15
FREE COIN/CURRENCY PER MONTH	\$10,000 <sup>2</sup>	\$10,000 <sup>2</sup>	\$0
CHARGE PER \$1,000 COIN/CURRENCY DEPOSITED PER MONTH	None	None	\$0.50
INTEREST	None	Competitive	None
EARNINGS CREDIT	None	None	Competitive

1. Interest rate is variable and subject to change at the discretion of the bank. Fees could reduce earnings on the account. 2. Transactions include all debits and credits. If the Free Business or Business Interest Checking account exceeds 1,000 free monthly transactions, the account may be converted to another checking product. If the Free Business or Business Interest Checking account exceeds \$10,000 in monthly coin and currency deposited and/or purchased, the account may be converted to another checking product.

## BUSINESS SERVICES

BankPlus offers support services to keep your business — and cashflow — running smoothly. From Online and Mobile Banking to Treasury Services offerings, we can tailor a suite of services to support your business.

**ONLINE AND MOBILE BANKING** allow your company to benefit from a scalable solution designed to grow with your business. An intuitive user interface allows you to easily access and manage your accounts. Your business can send and receive money securely with enhanced ACH and Wire; set up custom alerts and notifications for various account activities; and easily add, edit or delete subusers with the Manage Users tool.

**REMOTE DEPOSIT CAPTURE** (DepositPlus) allows you to improve cash flow while eliminating the need for handwritten deposit slips by sending money from your back office directly to your BankPlus business checking account electronically.

**FRAUD DETECTION** minimizes fraudulent check activity with positive pay automated fraud detection and ACH debit block.

**MERCHANT SERVICES** provide secure and seamless technology to process credit and debit cards, manage inventory, and oversee employees. Fiserv Clover hardware offers point-of-sale options for on-site or on the go.

**LIQUIDITY MANAGEMENT** keeps your business running at maximum efficiency with services like Zero-Balance Accounts.

## BUSINESS LOANS

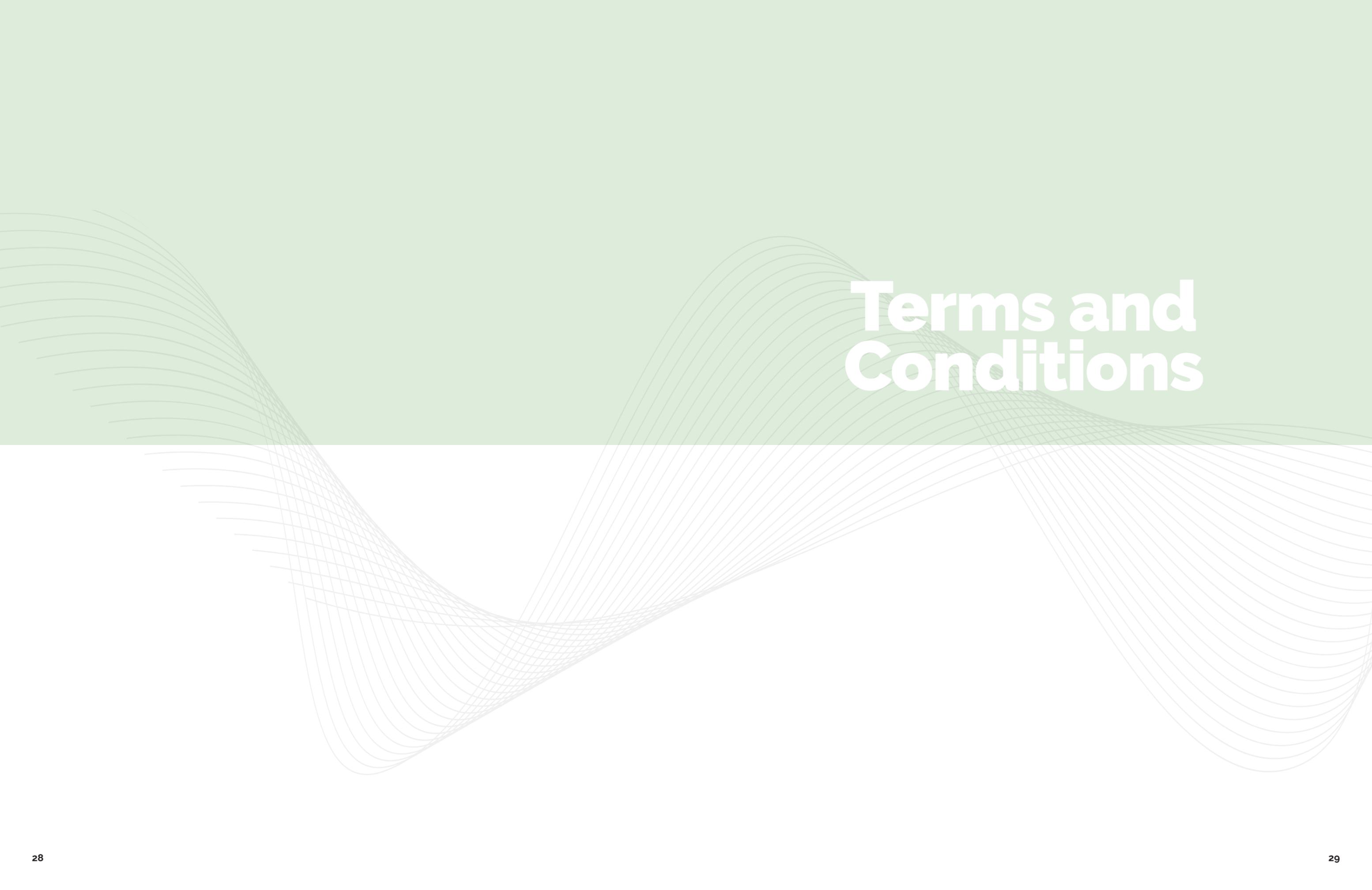
BankPlus offers specialized lending options to suit the needs and demands of various industries. From seasonal lines of credit and short-term land acquisition loans to growth capital and equipment loans, BankPlus is here to help nurture your business.

**COMMERCIAL REAL ESTATE LOANS** give you the freedom and terms to make quick acquisitions, fund land development, finance new construction or purchase property.

**COMMERCIAL LENDING** helps your business grow with loans and lines of credit. Our team can tailor solutions to expand office space, bridge product sales or tackle whatever the next step of your growth plan may be.

**SBA LOANS** are offered in partnership with the U.S. Small Business Administration for various loan purposes including, but not limited to, start-up, expansion, equipment purchases, working capital, inventory and/or business-occupied real-estate purchases.

**AGRICULTURAL LOANS** tailored to the unique needs of farming can help manage seasonal production costs, purchase new equipment, or expand with new acreage or facility construction.



# Terms and Conditions

## TABLE OF CONTENTS

Personal Accounts	31
Carefree Checking	31
ValuePlus Checking	31
ValuePlus Interest Checking	32
Bazing Reference Guide	33
High Yield Money Market Plus	36
Tuition Account	37
Health Savings Plan	38
Personal Savings	39
Consumer Deposit Account Agreement	39
Electronic Fund Transfer Disclosure and Agreement	51
Business Accounts	56
Common Features	56
Free Business Checking	57
Business Interest Checking	57
Commercial Checking	57
High Yield Business Money Market Plus	57
Commercial Deposit Account Agreement	57
Disclosure and Agreements for Accounts (Applicable to all accounts unless otherwise noted)	66
Privacy Policy	67
Discretionary Overdraft Service Disclosure	68
Funds Availability Policy (applicable to checking -transaction- accounts only)	70
Schedule of Fees	74

## Personal Accounts

INTEREST RATES LISTED BELOW ARE AS OF 6/10/2022 AND ARE SUBJECT TO CHANGE WITHOUT NOTICE.

### CAREFREE CHECKING

**MINIMUM BALANCE REQUIREMENTS.** You must deposit \$100.00 to open this account.

**DORMANT/INACTIVE ACCOUNT INFORMATION.** A monthly dormant account fee will be charged after 365 days of inactivity. Refer to the Bank's Schedule of Fees for the fee amount.

**PROCESSING ORDER.** Generally, we post deposits and other credits to your account that we receive before the deposit cut-off time first, and then we establish priorities to post withdrawals (debits) such as checks and electronic debits by categories. 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. The posting order of debits is further described in our Deposit Account Agreement.

**OVERDRAWN BALANCE FEE.** If, on any day, your deposit account is overdrawn, you will be charged a fee equal to the overdrawn amount multiplied by a daily periodic rate of 00.02192%. Overdraft items and charges for insufficient funds in your account are described in our Deposit Account Agreement.

**TRANSACTION LIMITATIONS.** No transaction limitations apply to this account.

**BONUSES.** You will receive a \$50 VISA Rewards Card, if you are at least 18 years of age and participated in the Refer-a-Friend program, as a bonus 4 to 6 weeks after you have completed the requirements. To earn the bonus, the following requirements must be completed within 60 days of account opening. (1) One debit card purchase (posted & cleared); (2) One direct deposit of at least \$100.00 [payroll or government item (posted & cleared)]; (3) enroll in online banking; and (4) keep the account open and in good standing (no continuous overdrafts or fraudulent activity). To earn the bonus, a de minimis amount must remain on deposit for 60 days. To earn the bonus, you must deposit \$100.00 when you open the account. Refer to the Refer-a-Friend Terms & Conditions for additional rules.

**ADDITIONAL INFORMATION REGARDING YOUR ACCOUNT.** The Bank's Schedule of Fees sets forth certain fees

applicable to your account and may be amended by us from time to time in our discretion. If checks, debit card, ATM, or in-person withdrawals, or other withdrawals ('item(s)') are presented for payment against your account and the available balance (as defined in our Deposit Account Agreement and excluding any amount available through the optional Discretionary Overdraft Service ('DOS') if you are enrolled) is not sufficient to pay the item(s), we will charge your account a Non-Sufficient Funds ('NSF') fee as set forth in our Schedule of Fees for each item we return with no daily limit on NSF fees, or an Overdraft ('OD') fee as set forth in our Schedule of Fees for each item we pay up to a maximum of five (5) OD fees per day. Multiple NSF fees per transaction may be incurred if the transaction is presented multiple times and you have insufficient funds in the account. We will not charge an OD fee on any transaction \$1.00 or less or if the available balance (excluding any DOS) results in an overdrawn amount of \$5.00 or less. Overdraft items and charges for insufficient funds in your account are described in our Deposit Account Agreement, and the DOS is described in our Discretionary Overdraft Service Disclosure.

The MS Department of Human Services, the AL Department of Human Services, and the LA Department of Children & Family Services have the authority to request information on any account held by a depositor in any bank.

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

Account will be charged a maintenance fee of \$5 per statement cycle when paper statements are printed. No fee if customer receives only electronic statements.

### VALUEPLUS CHECKING

**MINIMUM BALANCE REQUIREMENTS.** You must deposit \$100.00 to open this account.

**DORMANT/INACTIVE ACCOUNT INFORMATION.** A monthly dormant account fee will be charged after 365 days of inactivity. Refer to the Bank's Schedule of Fees for the fee amount..

**PROCESSING ORDER.** Generally, we post deposits and other credits to your account that we receive before the deposit cut-off time first, and then we establish priorities to post withdrawals (debits) such as checks and electronic debits by categories. 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. The posting order of debits is further described in our Deposit Account Agreement.

**OVERDRAWN BALANCE FEE.** If, on any day, your deposit account is overdrawn, you will be charged a fee equal to the overdrawn amount multiplied by a daily periodic rate of 00.02192%. Overdraft items and charges for insufficient funds in your account are described in our Deposit Account Agreement.

**TRANSACTION LIMITATIONS.** No transaction limitations apply to this account.

**BONUSES.** You will receive a \$50 VISA Rewards Card, if you are at least 18 years of age and participated in the Refer-a-Friend program, as a bonus 4 to 6 weeks after you have completed the requirements. To earn the bonus, the following requirements must be completed within 60 days of account opening. (1) One debit card purchase (posted & cleared); (2) One direct deposit of at least \$100.00 [payroll or government item (posted & cleared)]; (3) enroll in online banking; and (4) keep the account open and in good standing (no continuous overdrafts or fraudulent activity). To earn the bonus, a de minimis amount must remain on deposit for 60 days. To earn the bonus, you must deposit \$100.00 when you open the account. Refer to the Refer-a-Friend Terms & Conditions for additional rules.

**ADDITIONAL INFORMATION REGARDING YOUR ACCOUNT.** The Bank's Schedule of Fees sets forth certain fees applicable to your account and may be amended by us from time to time in our discretion. If checks, debit card, ATM, or in-person withdrawals, or other withdrawals ('item(s)') are presented for payment against your account and the available balance (as defined in our Deposit Account Agreement and excluding any amount available through the optional Discretionary Overdraft Service ('DOS') if you are enrolled) is not sufficient to pay the item(s), we will charge your account a Non-Sufficient Funds ('NSF') fee as set forth in our Schedule of Fees for each item we return with no daily limit on NSF fees, or an Overdraft ('OD') fee as set forth in our Schedule of Fees for each item we pay up to a maximum of five (5) OD fees per day. Multiple NSF fees per transaction may be incurred if the transaction is presented multiple times and you have insufficient funds in the account. We will not charge an OD fee on any transaction \$1.00 or less or if the available balance (excluding any DOS) results in an overdrawn amount of \$5.00 or less. Overdraft items and charges for insufficient funds in your account are described in our Deposit Account Agreement, and the DOS is

described in our Discretionary Overdraft Service Disclosure. Account offers additional savings and protection. Additional benefits are further described in the document titled ValuePlus Benefits Supplemental Guide.

The MS Department of Human Services, the AL Department of Human Services, and the LA Department of Children & Family Services have the authority to request information on any account held by a depositor in any bank.

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

Account will be charged a maintenance fee of \$6 per statement cycle for The PLUS app powered by BaZing.

For additional benefits related to this account, refer to the BaZing Reference Guide below.

### **VALUEPLUS INTEREST CHECKING**

**RATE INFORMATION.** The interest rate on your account is 0.05% with an annual percentage yield of 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 be compounded monthly and will be credited to the account monthly. If you close your account before interest is credited, you will not receive the accrued interest.

**MINIMUM BALANCE REQUIREMENTS.** You must deposit \$1,500.00 to open this account. A minimum balance fee of \$8.00 will be imposed every statement cycle if the daily balance on any day of the statement cycle falls below \$1,500.00.

You must maintain a minimum daily balance of \$1,500.00 in the account each day to obtain the disclosed annual percentage yield. You will earn interest for every day during the period that your account equals or exceeds the minimum daily balance requirement.

**DORMANT/INACTIVE ACCOUNT INFORMATION.** A monthly dormant account fee will be charged after 365 days of inactivity. Refer to the Bank's Schedule of Fees for the fee amount.

**PROCESSING ORDER.** Generally, we post deposits and other credits to your account that we receive before the deposit cut-off time first, and then we establish priorities to post withdrawals (debits) such as checks and electronic debits by categories. 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. The posting order of debits is further described in our Deposit Account Agreement.

**OVERDRAWN BALANCE FEE.** If, on any day, your deposit account is overdrawn, you will be charged a fee equal to the overdrawn amount multiplied by a daily periodic rate of 00.02192%. Overdraft items and charges for insufficient funds in your account are described in our Deposit Account Agreement.

**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.

**BONUSES.** You will receive a \$50 VISA Rewards Card, if you are at least 18 years of age and participated in the Refer-a-Friend program, as a bonus 4 to 6 weeks after you have completed the requirements. To earn the bonus, the following requirements must be completed within 60 days of account opening. (1) One debit card purchase (posted & cleared); (2) One direct deposit of at least \$100.00 [payroll or government item (posted & cleared)]; (3) enroll in online banking; and (4) keep the account open and in good standing (no continuous overdrafts or fraudulent activity). To earn the bonus, a de minimis amount must remain on deposit for 60 days. To earn the bonus, you must deposit \$1,500.00 when you open the account. Refer to the Refer-a-Friend Terms & Conditions for additional rules.

**ADDITIONAL INFORMATION REGARDING YOUR ACCOUNT.** The Bank's Schedule of Fees sets forth certain fees

applicable to your account and may be amended by us from time to time in our discretion. If checks, debit card, ATM, or in-person withdrawals, or other withdrawals ('item(s)') are presented for payment against your account and the available balance (as defined in our Deposit Account Agreement and excluding any amount available through the optional Discretionary Overdraft Service ('DOS') if you are enrolled) is not sufficient to pay the item(s), we will charge your account a Non-Sufficient Funds ('NSF') fee as set forth in our Schedule of Fees for each item we return with no daily limit on NSF fees, or an Overdraft ('OD') fee as set forth in our Schedule of Fees for each item we pay up to a maximum of five (5) OD fees per day. Multiple NSF fees per transaction may be incurred if the transaction is presented multiple times and you have insufficient funds in the account. We will not charge an OD fee on any transaction \$1.00 or less or if the available balance (excluding any DOS) results in an overdrawn amount of \$5.00 or less. Overdraft items and charges for insufficient funds in your account are described in our Deposit Account Agreement, and the DOS is described in our Discretionary Overdraft Service Disclosure.

Account offers additional savings and protection. Additional benefits are further described in the document titled ValuePlus Benefits Supplemental Guide.

The MS Department of Human Services, the AL Department of Human Services, and the LA Department of Children & Family Services have the authority to request information on any account held by a depositor in any bank.

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

For additional benefits related to this account, refer to the BaZing Reference Guide below.

### **BAZING REFERENCE GUIDE**

**BaZing benefits only apply to ValuePlus Checking and ValuePlus Interest Checking**

To access a complete description of all benefits and services, visit the BaZing website at [www.BaZing.com/BankPlus](http://www.BaZing.com/BankPlus).

If you have questions about BaZing benefits, call BaZing Customer Service at 855.822.9464 (8 a.m. - 5 p.m. CT, Monday - Friday).

## ID THEFT AID

### PERSONAL IDENTITY THEFT\*

Personal Identity Theft benefit offers reimbursement for covered expenses you incur to restore your identity, up to the maximum amount allowed for the product enrolled, as a result of a Covered Stolen Identity Event. Covered Stolen Identity Event means the theft or unauthorized or illegal use of your name, demand deposit account or account number, Social Security number or any other method of identifying you. Payment for Covered costs will be limited to costs incurred in the United States, its territories and possessions, Puerto Rico, or Canada for a loss occurring during the benefit period. Damages or loss of money from your checking account are not eligible for coverage. Refer to the Personal Identity Theft Guide to Benefits for a complete list of terms and conditions. The \$2,500 lifetime benefit is divided equally among joint account holders.

### PAYMENT CARD FRAUD RESOLUTION

If your payment cards become lost or stolen, this benefit offers access to a fraud specialist to assist you in canceling and reissuing your cards as well as guidance and next steps in protecting your finances. No monetary reimbursement is provided in the event of a loss.

### IDENTITY RESTORATION

Identity Restoration services provides access to a fraud specialist to guide victims of identity theft and other related fraudulent crimes through the complex process of restoring their personal identity, credit rating, financial security and legal integrity. Identity theft and other related crimes are devastating to consumers. This all-inclusive service fills a void by providing legal, financial and identity theft resolution services. No monetary reimbursement is provided in the event of a loss.

### IDENTITY MONITORING

Scans online sources known for illegally buying and selling personal information, such as your stolen passwords, Social Security number, and date of birth, and notifies you if your identity may be at risk.

Activation for this benefit is required. To activate identity monitoring, please go to [www.bazing.com](http://www.bazing.com), click on the Protection Category and follow the easy sign-up steps.

### CREDIT MONITORING

Your credit report will be monitored on a daily basis for any new credit inquiries. If any activity is detected, we will notify you so that you can confirm whether the suspicious activity is fraudulent. You'll also receive a quarterly credit report and updated credit score.

Activation for this benefit is required. To activate credit monitoring, please go to [www.bazing.com](http://www.bazing.com), click on the Protection Category and follow the easy sign-up steps.

## CELL PHONE PROTECTION

This insurance is to reimburse the enrolled account holder for damage to or theft of eligible Cellular Wireless Telephones. The enrolled checking account holder will receive a monetary reimbursement subject to the terms and conditions outlined in the Cellular Telephone Protection Guide to Benefits.

### Overview of Coverage Information

1. Protection begins the first day of the calendar month following the payment of the Cellular Wireless Telephone bill using the eligible checking account associated with your BaZing membership.
2. Coverage is for the primary cell phone and up to two (2) secondary phones listed on the cellular billing statement.
3. You will be assessed a \$50 co-payment per claim.
4. Maximum of two (2) claims per 12-month period; maximum benefit \$600 per claim and \$1,200 per 12-month period.
5. If you fail to make a cell phone bill payment in a particular month, your protection is suspended. Coverage is reinstated the first of the month following the cell phone bill payment.
6. Only cellular phones purchased by eligible checking account holders are eligible.
7. Specific exclusions include pre-paid or "pay-as-you-go" phones, cosmetic damage that does not impact the phone's ability to make or receive calls, damage resulting from abuse or normal wear and tear, phones not purchased from a cellular service provider retail store or authorized reseller or Internet store.

### Requirements Information

1. To submit a claim, you must notify BaZing by calling 855.822.9464 within 60 days of the phone being stolen or damaged. A claim form may be downloaded at [BaZing.com](http://BaZing.com) or by calling BaZing.
2. When submitting a claim, you must provide the completed claim form and all required documentation noted on the claim form and in the Cellular Telephone Guide to Benefits as determined by the Benefit Administrator. Claims must be submitted within 90 days of damage or theft.
3. To be eligible for this coverage, you must pay your cell phone bill from your eligible checking account associated with your BaZing membership.

## ROADSIDE ASSISTANCE

The benefit provides roadside service for up to \$80 per occurrence limit. There will be one occurrence for the same service during any continuous seven-day period and a maximum of four services per twelve-month period. Covered services include towing assistance, battery service, flat tire assistance, fuel, oil, fluid, water delivery, lock-assistance, collision assistance and extrication assistance. Refer to the Roadside Assistance Terms and Conditions at [www.BaZing.com](http://www.BaZing.com) for a complete list of terms and conditions.

### TRAVEL ACCIDENTAL DEATH INSURANCE\*

This benefit covers loss of life due to an accident while traveling by licensed common carrier (airplane, bus, taxi, train) or as a private passenger in an automobile. If the accident is covered by workers' compensation, it is not covered. Refer to the Travel Accidental Death insurance Guide to Benefits for complete coverage description and exclusions. \$10,000 death benefit per eligible account holder.

### RENTED VEHICLE DAMAGE OR LOSS COVERAGE\*

You (or the rental agency) are eligible for reimbursement for repair or replacement of a rented automobile if the authorized driver suffers damage or loss to a rented automobile, and the damage or loss occurs during the rental period.

To be eligible for Rented Vehicle Damage or Loss Coverage, the rental of the automobile must be paid in its entirety using your BaZing related checking account. Coverage is up to \$50,000 for repair or replacement. Coverage is payable on an excess basis over and above any amount due from any other valid or collectible insurance or any other form of reimbursement. For additional terms and conditions about Rented Vehicle Damage or Loss Coverage, view the Guide to Benefits.

### LUGGAGE PROTECTION\*

You can be reimbursed for the difference between the actual cash value (replacement cost less depreciation) and any reimbursement provided by the common carrier or cruise line for the costs you incur to repair or replace your checked baggage, carry-on baggage and/or personal property contained within due to loss, damage or theft occurring during a trip.

To be eligible for Luggage Protection, the trip must be purchased in its entirety using your BaZing related checking account. Your checked baggage and carry-on baggage each have a maximum benefit up to \$3,000 per trip and include a sub-limit of up to \$500 for jewelry, watches,

cameras and other electronic equipment per trip. For additional terms and conditions about Luggage Protection, view the Guide to Benefits.

### HEALTH SAVINGS CARD

This benefit offers discounts and preferred pricing for prescriptions, eye care and hearing services at participating providers. A list of participating providers is available online at [www.Bazing.com](http://www.Bazing.com). The discounts cannot be combined with your primary insurance. However, you may choose the coverage that provides the best benefit to you. Health savings benefits are not insurance.

### BUYER'S PROTECTION AND EXTENDED WARRANTY\*

Buyer's Protection and Extended Warranty will replace, repair, or reimburse you up to the original purchase price, less any shipping and handling charges, for purchases of items such as TVs, tablets, laptops, computers, Wi-Fi routers, printers, scanners and other computer peripherals, digital and video cameras, home theater systems, electronics, appliances, DVD and DVR players, mobile electronics, video game consoles... and more.

To be eligible for Buyer's Protection and Extended Warranty, the item must be purchased in its entirety using your BaZing related checking account. This protection is up to a maximum of \$2,500 per occurrence and \$50,000 per year for the first 180-days after purchase of the protected product. It also doubles the product warranty period up to one year. For additional terms and conditions about Buyer's Protection and Extended Warranty, view the Guide to Benefits.

### SAVINGS NETWORK

BaZing offers a complete network of savings that provides you with both national and local discounts. So whether you're planning that cross-country vacation or simply looking for dinner at a local restaurant, BaZing has something for you. To find deals near you go to [www.BaZing.com](http://www.BaZing.com) and search by zip code, city and state or merchant under Local or Online Deals, or use The Plus mobile app.

***The information in this benefits reference guide is designed to assist eligible account holders. All services listed are subject to additional terms and conditions detailed in the Guide to Benefits or BaZing.com. If there is any conflict between the information in this document and the full terms and conditions outlined in the applicable Guide to Benefits or on the BaZing.com website, the full terms and conditions will control in all aspects.***

***All services listed above are subject to additional terms***

**and conditions detailed in the Guide to Benefits.**

Participating merchants on BaZing are not sponsors of the program, are subject to change without notice, may not be available in all regions and may choose to limit deals.

**\*Insurance products are NOT A DEPOSIT - NOT FDIC INSURED - NOT INSURED BY ANY FEDERAL GOVERNMENT OR AGENCY - NOT GUARANTEED BY THE BANK.**

**HIGH YIELD MONEY MARKET PLUS**

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

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

**MINIMUM BALANCE REQUIREMENTS.** You must deposit \$100.00 to open this account.

**DORMANT/INACTIVE ACCOUNT INFORMATION.** A monthly dormant account fee will be charged after 365 days of inactivity. Refer to the Bank's Schedule of Fees for the fee amount.

**PROCESSING ORDER.** Generally, we post deposits and other credits to your account that we receive before the deposit cut-off time first and then we establish priorities to post withdrawals (debits) such as checks and electronic debits

by categories. 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. The posting order of debits is further described in our Deposit Account Agreement

**OVERDRAWN BALANCE FEE.** If, on any day, your deposit account is overdrawn, you will be charged a fee equal to the overdrawn amount multiplied by a daily periodic rate of 00.02192%. Overdraft items and charges for insufficient funds in your account are described in our Deposit Account Agreement.

**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.

**ADDITIONAL INFORMATION REGARDING YOUR ACCOUNT.** The Bank's Schedule of Fees sets forth certain fees applicable to your account and may be amended by us from time to time in our discretion. If checks, debit card, ATM, or in-person withdrawals, or other withdrawals ('item(s)') are presented for payment against your account and the available balance (as defined in our Deposit Account Agreement and excluding any amount available through the optional Discretionary Overdraft Service ('DOS') if you are enrolled) is not sufficient to pay the item(s), we will charge your account a Non-Sufficient Funds ('NSF') fee as set forth in our Schedule of Fees for each item we

return with no daily limit on NSF fees, or an Overdraft ('OD') fee as set forth in our Schedule of Fees for each item we pay up to a maximum of five (5) OD fees per day. Multiple NSF fees per transaction may be incurred if the transaction is presented multiple times and you have insufficient funds in the account. We will not charge an OD fee on any transaction \$1.00 or less or if the available balance (excluding any DOS) results in an overdrawn amount of \$5.00 or less. Overdraft items and charges for insufficient funds in your account are described in our Deposit Account Agreement, and the DOS is described in our Discretionary Overdraft Service Disclosure.

The MS Department of Human Services, the AL Department of Human Services, and the LA Department of Children & Family Services have the authority to request information on any account held by a depositor in any bank.

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

**TRUTH IN SAVINGS BANKPLUS TUITION**

**RATE INFORMATION.** The interest rate on your account is 0.05% with an annual percentage yield of 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 be compounded monthly and will be credited to the account monthly. If you close your account before interest is credited, you will not receive the accrued interest.

**MINIMUM BALANCE REQUIREMENTS.** You must deposit \$1,500.00 to open this account. A minimum balance fee of \$8.00 will be imposed every statement cycle if the daily balance on any day of the statement cycle falls below \$1,500.00.

You must maintain a minimum daily balance of \$1,500.00 in the account each day to obtain the disclosed annual percentage yield. You will earn interest for every day during

the period that your account equals or exceeds the minimum daily balance requirement.

**DORMANT/INACTIVE ACCOUNT INFORMATION.** A monthly dormant account fee will be charged after 365 days of inactivity. Refer to the Bank's Schedule of Fees for the fee amount.

**PROCESSING ORDER.** Generally, we post deposits and other credits to your account that we receive before the deposit cut-off time first and then we establish priorities to post withdrawals (debits) such as checks and electronic debits by categories. 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. The posting order of debits is further described in our Deposit Account Agreement.

**OVERDRAWN BALANCE FEE.** If, on any day, your deposit account is overdrawn, you will be charged a fee equal to the overdrawn amount multiplied by a daily periodic rate of 00.02192%.

**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.

**ADDITIONAL INFORMATION REGARDING YOUR ACCOUNT.** The Bank's Schedule of Fees sets forth certain fees applicable to your account and may be amended by us from time to time in our discretion. If checks, debit card, ATM, or in-person withdrawals, or other withdrawals ('item(s)') are presented for payment against your account and the available balance (excluding any amount available in your optional Discretionary Overdraft Service ('DOS')) is not sufficient to pay the item(s), we will charge your account a Non-Sufficient Funds ('NSF') fee of \$36 for each item we return with no daily limit on NSF fees, or an Overdraft ('OD') fee of \$36 for each item we pay up to a maximum of five (5) OD fees per day. We will not charge an OD fee on any transaction \$1.00 or less or if the available balance (excluding any DOS) results in an overdrawn amount \$5.00 or less.

HIGH YIELD MONEY MARKET PLUS			
TIER	DAILY BALANCE RANGE	INTEREST RATE	DEPENDING ON THE BALANCE IN YOUR ACCOUNT THE ANNUAL PERCENTAGE YIELD (APY) IS:
1	Below \$1,000,000.00	0.10%	0.10%
2	Equal to \$1,000,000.00 or \$999,999,999.99	0.10%	0.10%

The MS Department of Human Services, the AL Department of Human Services, and the LA Department of Children & Family Services have the authority to request information on any account held by a depositor in any bank.

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

## HEALTH SAVINGS PLAN

### RATE INFORMATION

The interest rate on your account is 0.05% with an annual percentage yield of 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 be compounded monthly and will be credited to the account monthly. If you close your account before interest is credited, you will not receive the accrued interest.

**MINIMUM BALANCE REQUIREMENTS.** You must maintain a minimum daily balance of \$100.00 in the account each day to obtain the disclosed annual percentage yield. You will earn interest for every day during the period that your account equals or exceeds the minimum daily balance requirement.

**DORMANT/INACTIVE ACCOUNT INFORMATION.** A monthly dormant account fee will be charged after 365 days of inactivity. Refer to the Bank's Schedule of Fees for the fee amount.

**PROCESSING ORDER.** Generally, we post deposits and other credits to your account that we receive before the deposit cut-off time first and then we establish priorities to post withdrawals (debits) such as checks and electronic debits by categories. 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. The posting order of debits is further described in our Deposit Account Agreement

**OVERDRAWN BALANCE FEE.** If, on any day, your deposit account is overdrawn, you will be charged a fee equal to the overdrawn amount multiplied by a daily periodic rate of 00.02192%. Overdraft items and charges for insufficient funds in your account are described in our Deposit Account Agreement.

**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.

**ADDITIONAL INFORMATION REGARDING YOUR ACCOUNT.** The Bank's Schedule of Fees sets forth certain fees applicable to your account and may be amended by us from time to time in our discretion. If checks, debit card, ATM, or in-person withdrawals, or other withdrawals ("item(s)") are presented for payment against your account and the available balance (as defined in our Deposit Account Agreement and excluding any amount available through the optional Discretionary Overdraft Service ('DOS') if you are enrolled) is not sufficient to pay the item(s), we will charge your account a Non-Sufficient Funds ('NSF') fee as set forth in our Schedule of Fees for each item we return with no daily limit on NSF fees, or an Overdraft ('OD') fee as set forth in our Schedule of Fees for each item we pay up to a maximum of five (5) OD fees per day. Multiple NSF fees per transaction may be incurred if the transaction is presented multiple times and you have insufficient funds in the account. We will not charge an OD fee on any transaction \$1.00 or less or if the available balance (excluding any DOS) results in an overdrawn amount of \$5.00 or less. Overdraft items and charges for insufficient funds in your account are described in our Deposit Account Agreement, and the DOS is described in our Discretionary Overdraft Service Disclosure.

**FEES AND CHARGES.** Please refer to the separate Schedule of Fees provided to you with this disclosure for information about fees and charges associated with this account. A

Schedule of Fees will be provided to you at the time you open an account, periodically when fees or charges change, and upon request.

The MS Department of Human Services, the AL Department of Human Services, and the LA Department of Children & Family Services have the authority to request information on any account held by a depositor in any bank.

## PERSONAL SAVINGS

**RATE INFORMATION.** The interest rate on your account is 0.05% with an annual percentage yield of 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 be compounded every 3 months and will be credited to the account every 3 months. If you close your account before interest is credited, you will not receive the accrued interest.

**MINIMUM BALANCE REQUIREMENTS.** A minimum balance fee of \$5.00 will be imposed every month if the daily balance on any day of the month falls below \$100.00 .

You must maintain a minimum daily balance of \$100.00 in the account each day to obtain the disclosed annual percentage yield. You will earn interest for every day during the period that your account equals or exceeds the minimum daily balance requirement.

**DORMANT/INACTIVE ACCOUNT INFORMATION.** A monthly dormant account fee will be charged after 365 days of inactivity. Refer to the Bank's Schedule of Fees for the fee amount.

**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.

**ADDITIONAL INFORMATION REGARDING YOUR ACCOUNT.** The MS Department of Human Services, the AL Department of Human Services, and the LA Department of Children & Family Services have the authority to request information on any account held by a depositor in any bank.

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

## CONSUMER DEPOSIT ACCOUNT AGREEMENT

**GENERAL AGREEMENT.** These terms govern the operation of this account unless varied or supplemented in writing. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so that the singular includes the plural and the plural includes the singular.

The terms "Customer", "you" and "your" refer to the depositor and the terms "we", "us" and "our" refer to BankPlus. "Item" is any check, draft, or order for the payment of money, oral or written, in electronic or other form. "Business Day" is any day we are open for carrying on substantially all of our banking business other than Saturday, Sunday, or Federal Reserve Bank holiday. You understand that the following Agreement governs your account with us, along with any other documents applicable to your account, including but not limited to, our Funds Availability Policy, Privacy Policy, Truth In Savings Disclosure, Electronic Funds Transfer Disclosure, Schedule of Fees and signature card, each of which are incorporated herein by reference, and you agree to be bound by the terms of this Agreement. You may obtain a copy of the applicable documents during normal banking hours at any BankPlus banking office.

The "available balance" in your account for the purposes of determining overdrafts and non-sufficient funds items is the ending ledger balance on the previous banking day after we have posted all transactions, plus or minus pending transactions (such as certain cash deposits, certain teller transactions, debit card transactions or ATM withdrawals) that have not yet posted to your account, and minus any holds that we have placed on your account. Transactions that have not been presented to us for payment (such as outstanding checks) or debit card transactions we have not been asked to authorize are not reflected in the available balance. The available balance in your account will be impacted if we "memo post" pending debit card transactions

which are authorized by a merchant but are subsequently released. For example, if a merchant obtains authorization on a signature based debit card transaction and we memo post the transaction to your account, the amount of the debit card transaction will be deducted from your available balance for three (3) days. If the memo post is released after the three (3) day period because the debit is not presented for payment, your available balance is increased by the amount of the debit card transaction. If the debit card transaction is subsequently paid, the amount of the debit card transaction will be deducted from your available balance at that time. You are responsible for keeping accurate records concerning transactions on your account and whether transactions have been deposited, presented and paid, or whether the transactions are outstanding.

**GENERAL RULES.** The following rules apply to your account:

**DEPOSITS.** Deposits may be made in person or by mail at any time. We are not responsible for transactions initiated by mail until we actually receive and record them. All transactions received after our "daily cut-off time" on a Business Day we are open, or received on a day in which we are not open for business, will be treated and recorded as if initiated on the next banking day. We may refuse to accept particular checks or similar instruments as a deposit to your account at our discretion. The terms of our Funds Availability Policy will control the determination of the banking day deposits are deemed received by us and when they will be available for withdrawal. Deposits may be subject to a service charge as may be included in the Schedule of Fees.

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

**AVAILABILITY OF FUNDS.** Deposited funds are subject to our Funds Availability Policy. Additionally, funds in your account may not be available for withdrawal if we determine that they are subject to a hold, dispute or legal process that prevents their withdrawal. You may request a copy of our Availability Policy at any branch office.

**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, including "on us" 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. You agree to be bound by all other agreements entered into by us for the purpose of clearing, collecting, presenting or returning Items.

All Items 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. If an Item that is payable at a foreign bank or in a foreign currency is deposited, you will be responsible for all collection charges and exchange rate risk on it. You understand that we will not credit that kind of deposit until receiving the proceeds in United States currency. All endorsements on the reverse side of any check deposited into your account must be placed on the left side of the check when looking at it from the front, and must be placed so as to not go beyond an area located 1 ½ inches from the left edge of the check, when looking at it from the front. You are also responsible to make sure at the time you issue any check that the format is such that there will be no writing whatsoever on the reverse side of the check placed beyond an area located 1 ½ 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.

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

If any Item you deposit to your account or you cash is returned unpaid, we have the right to reduce your account balance for the amount of such Item and adjust any related interest earned, even if this reduces your account balance to less than zero or increases a negative balance. We can reprocess the Item, but you do not require it. We can process a copy, electronic entry, or other evidence of the returned Item. You waive presentment, notice of dishonor and protest. You will, in any event, be liable to us for the amount of any check or similar instrument you deposit to your account or receive cash that is returned unpaid, plus our costs and expenses associated with collection of all or any part of such amount from you, including reasonable attorney fees. In addition, we may charge back any deposited Item or cashed Item at any time before final settlement for whatever reason. We may charge back any Item to your account on which there is a claim for breach of warranty even after final settlement of the Item. A breach of warranty includes, but is not limited to Items that you have deposited that contain an alteration, a forged or missing endorsement, or Items for which you do not have good title. 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 or cashed Items or for any damages resulting from any of those actions.

#### **SPECIAL TYPES OF ACCOUNTS.**

##### **OWNERSHIP OF ACCOUNT AND BENEFICIARY**

**DESIGNATION.** These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records and the laws of the state where the account was opened. We make no representation as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

##### **ALABAMA ACCOUNTS:**

**Single-Party Account.** This is an account in the name of one person.

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

##### **Rights at Death:**

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

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

##### **Multiple-Party Account Without Right of Survivorship.**

At death of party, deceased party's ownership passes as part of deceased party's estate.

##### **Single-Party Account With Pay-on-Death Designation.**

At death of the party, ownership passes to the designated pay-on-death beneficiaries and is not part of the party's estate.

##### **Multiple-Party Account With Right of Survivorship and Pay-on-Death Designation.**

At death of last surviving party, ownership passes to the designated pay-on-death beneficiaries and is not part of the last surviving party's estate.

##### **LOUISIANA ACCOUNTS:**

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

**Joint Account.** This is an account in the name of two or more persons. Any one of such persons, acting alone, has complete access to the account. Upon the death of any party to such account, we are permitted to pay the account balance to the surviving parties, but this authority protects us only. The surviving joint parties may be liable to the heirs, legatees, or creditors of the deceased party to the extent the funds withdrawn by the survivors were owed to the deceased. If any part to a joint account sends notice to us to prevent withdrawals from the account by another party or parties, we may require the party to withdraw the balance and close the account, or we may refuse to allow any further withdrawals from the account except upon the written consent of all parties to it. The remedy we choose is entirely at our discretion.

**Revocable Trust or Pay-on-Death Account.** If two or more of you create such an account, you own the

account jointly and the respective interests of each of you shall be deemed equal unless otherwise stated in our account records. Beneficiaries acquire the right to withdraw only if: (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, such beneficiaries will own this account in equal shares, unless otherwise stated in our account records. The person(s) creating either of these account types reserves the right to: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

#### MISSISSIPPI ACCOUNTS:

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

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

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

**Revocable Trust or Pay-On-Death Account.** If two or more of you create such an account, you own the account jointly with survivorship. Beneficiaries cannot withdraw unless: (1) all persons creating the account die, (2) the beneficiary is then living, and (3) we are not otherwise required by Mississippi law to make payment to a parent, custodian, or guardian. If two or more beneficiaries are named and survive the death of all persons creating the account, such beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating either of these account types reserves the right to: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

**ENCODING.** If we accept Items for deposit from you which you or your agent have encoded with MICR encoding, we may rely upon the accuracy and completeness of such encoding in processing the Items for collection or payment.

You shall be solely responsible for any encoding errors or defects, including without limitation, amount errors, and shall indemnify and hold us harmless from and against any and all claims, damages, demands, judgments, liabilities, losses, settlements and expenses (including attorneys' fees) resulting directly or indirectly from such encoding.

**NIGHT DEPOSITORY.** If you use any of our night depositories, you do so solely at your own risk. We are not liable for any deposit in the night depository until we issue a written duplicate deposit ticket or other receipt acknowledging the deposit. Any of our employees may open and count the money deposited in any night depository, and that employee's determination of the amount of money will be conclusive. You are solely responsible for any loss incurred from the disappearance, theft, or loss of any envelope, bag, or money before we issue you a written receipt for the deposit.

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

**RIGHT OF SETOFF.** We may exercise the right of setoff, that is, the right under certain circumstances, to use funds in your account to pay any debts you owe us now or in the future, either before or after any default. If the debt arises from a note, "any due and payable debt" includes the total amount of which we are entitled to demand payment under

the terms of the note at the time we set off, including any balance the due date for which we properly accelerate under the note. We may exercise our right of setoff to recover funds you owe us from any of your accounts with us. For accounts with more than one owner, we may treat any name on the account as the sole owner and agent of that account, and we may exercise this right to pay individual debts of any owner. If you are the sole proprietor or general partner of a business, you agree that we have the right of setoff under this paragraph against the funds in any of your personal accounts for the debts of your business. We will not be liable for the dishonor of any check or other Item when the dishonor occurs because we set off a debt against this account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff.

**LEGAL PROCESS.** We may accept and act on any legal process that we believe to be valid without any liability by us to you, whether served in person, by mail or by facsimile transmission at any of our offices. "Legal process" includes a subpoena, restraining order, injunction, writ of attachment or execution, levy, garnishment, tax withholding order, search warrant, forfeiture, or other similar order relating to your account. We may charge your account a legal process fee for each order. You agree to pay our fees and expenses for research and copying of documents and all other expenses, including administrative expenses, we incur in responding to any legal process related to your account. These may include attorneys' fees. We may deduct these fees and expenses from any of your accounts without prior notice to you. Any garnishment, attachment or other levy against your account is subject to our right of setoff and any security interest we have in the account. If a bankruptcy or similar proceeding is filed by or against any owner, we can place an administrative hold on part or all of the balance while we seek to have the automatic stay lifted.

**ALABAMA AGENCY (POWER OF ATTORNEY) DESIGNATION.** (*Single-Party Accounts only*). A single individual is the owner. The agent is merely designated to conduct transactions on the owner's behalf. The owner does not give up any rights to act on the account, and the agent may not in any manner affect the rights of the owner or beneficiaries, if any, other than by withdrawing funds from the account. The owner is responsible for any transactions of the agent. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf. The owner may terminate the agency at any time, and the agency is automatically terminated by the death of the owner. However, we may continue to honor the transactions of the agent until: (a) we have received written notice or have actual knowledge of the termination of agency, and (b) we have a reasonable opportunity to act on that notice or knowledge. We may refuse to accept an agent.

**LOUISIANA AUTHORIZED SIGNER** (*Agent*) (*Individual Accounts only*). A single individual is the owner. The authorized signer (hereinafter "agent") is merely designated to conduct transactions on the owner's behalf. The owner does not give up any rights to act on the account, and the agent may not in any manner affect the rights of the owner or beneficiaries, if any, other than by withdrawing funds from the account. The owner is responsible for any transactions of the agent. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf. The owner may terminate the agency at any time, and the agency is automatically terminated by the death of the owner. However, we may continue to honor the transactions of the agent until: (a) we have received written notice or have actual knowledge of the termination of agency, and (b) we have a reasonable opportunity to act on that notice or knowledge. We may refuse to accept an agent.

**MISSISSIPPI AUTHORIZED SIGNER** (*Individual Accounts only*). A single individual is the owner. The authorized signer is merely designated to conduct transactions on the owner's behalf. The owner does not give up any rights to act on the account, and the authorized signer may not in any manner affect the rights of the owner or beneficiaries, if any, other than by withdrawing funds from the account. The owner is responsible for any transactions of the authorized signer. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf. The owner may terminate the authorization at any time, and the authorization is automatically terminated by the death of the owner. However, we may continue to honor the transactions of the authorized signer until: (a) we have received written notice or have actual knowledge of the termination of authority, and (b) we have a reasonable opportunity to act on that notice or knowledge. We may refuse to accept the designation of an authorized signer.

By using any service provided by us, you represent and warrant that the execution, delivery, and performance by you of any agreement or acknowledgment covering such service have been duly authorized by necessary action and do not and will not violate any provision of law or your charter or by-laws, or result in the breach of or constitute a default under any other agreement or instrument by which you are bound or affected.

In order to induce us to honor any request, direction, or instruction regarding your account, or the services provided by us to you, including but not limited to services enumerated in this Agreement, you hereby agree to indemnify and hold us harmless from and against any and all claims, damages, demands, judgments, liabilities, losses, costs, and expenses (including attorneys' fees) resulting directly or indirectly from our alleged acceptance or

execution of any request, direction or instruction, on the part of any individual listed as a person authorized to act on your behalf in any document provided by you to us.

**AUTHORITY.** You will not grant anyone authority to conduct business with us on your behalf until we have reviewed the terms of authorization and have given you written acceptance of the terms of such authority. This includes authority such as power of attorney, bill-paying arrangement, or other method. You will not claim that we wrongfully dishonored Items presented to us before we accepted the authorization. If you have not given us the proposed authorization for advance review, we may, in good faith, honor Items and instruction from the person you authorized. You will not hold us responsible if someone you authorized to do business with us misapplies your money. You assume all risk of improper acts by such person. We can consider an authorization valid until we actually receive written revocation of it and have had reasonable time to review and act upon it. If we accept an authority, we may revoke our acceptance of that authority at any time at our discretion. If you voluntarily disclose information about the account that would permit someone to initiate a debit to the account (such as account number, bank routing number, and next unused check number) to someone who wants to sell you goods or services, then you will be deemed to have authorized us to pay any debit to your account that person initiates. You authorize us to pay such Items if presented for payment against your account. Your failure to examine your statement and to notify us of your objection to our payment of these Items as required elsewhere in this agreement, shall constitute authorization by you for us to charge against your account any subsequent Item generated by the same third party. If you no longer wish such subsequent Items to be charged to your account, we may require you to close that account with us.

**POWER OF ATTORNEY.** If you wish to name another person to act as your attorney-in-fact in connection with your account, we must approve the form of appointment. You agree that we may in good faith honor transactions initiated by your purported attorney-in-fact without making a determination as to the continued validity of the power of attorney.

**DISPUTED AUTHORITY.** If anyone claims ownership over funds on deposit in any account owned by you or in which you have any interest, and we have a good faith doubt about whether to recognize the claim, we can hold some or all of the balance until the claim is resolved. We can interplead some or all of the balance into court or take other action to determine ownership. You will not claim that we wrongfully dishonored Items that were presented to us while such a dispute was pending.

**TRANSFERS AND ASSIGNMENTS.** You cannot assign or transfer an interest in your account unless we agree in writing. Your successors and assigns are bound by this agreement. Any actual or purported assignments of the account remains subject to our right of setoff.

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

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

**PAYING CHECKS AND OTHER ITEMS.** We may debit your account for a check or other Item drawn on your account either on the day it is presented to us for payment, by electronic or other means, or on the day we receive notice that the check or Item has been deposited or cashed at another financial institution, whichever is earlier. We may debit your account for a copy of a check that you have issued, provided we have not already paid the original check at the time the copy is presented for payment. The term "copy" of your check includes an Item that is an image of the front and back of the original check that does not meet the requirements of a substitute check as that term is defined in the Check 21 Act. We may process Items mechanically by relying on the information encoded in magnetic ink character recognition along the bottom of the Items. This means that we do not individually examine all of your Items to determine if the Item is properly completed, signed and endorsed and you acknowledge that payment by this method is in accordance with reasonable banking standards and constitutes ordinary care in paying checks or Items.

Generally, we post deposits and other credits to your account that we receive before the deposit cut-off time first and then we establish priorities to post withdrawals (debits) such as checks and electronic debits by categories. The withdrawals are placed in categories defined by us based on the type of withdrawal. Generally, we post categories containing debits for which we are obligated to pay, such as force pay debits, returned deposited items, debit transfers,

and cashed checks, before we post electronic and paper transactions authorized or issued by you. We generally post electronic transactions before checks you have issued with the exception of checks that are contained in deposits made to another account maintained with BankPlus. With the exception of NSF and Overdraft fees, we generally post Bank fees last. The above described debits are only examples and do not include all types of debits that may be posted to your account or the priority in which debits are paid.

The sequence of posting debits is based on the type of withdrawal and whether the withdrawal contains a check or serial number. For example, debits, such as checks that you issue, are posted in check number sequence. Paper debits without serial numbers, are posted ahead of checks with a serial number, and electronic debits are posted randomly. We reserve the right to change the categories, the sequence of posting the categories, and the sequence of posting transactions within a category without notice to you.

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

**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 "must be presented within 90 days" or "not valid for more than \$1,000.00."

**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, but if you do and the check is presented for payment before the date of the check, we may pay the check unless you have asked us in writing not to pay the postdated check before its date and such request is made timely so as to enable us to act on it. To do so, you must give us a postdated item order. You may request such

an order in person, by mail or by telephone. Oral instructions regarding payment of a postdated check are not effective. 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.

**NON-SUFFICIENT AND UNCOLLECTED FUNDS.** An overdraft item or returned item occurs when the available balance in your account (without considering any available discretionary overdraft service) is not enough to cover a transaction and we pay it anyway (an overdraft item) or we decline or return the non-sufficient funds item without payment (a returned item). Importantly, your "available balance" may not be the same as your account's ledger or current balance, and your available balance may change between the time you authorize a transaction and when the transaction is paid. Nevertheless, we do not use your account's ledger or current balance to determine whether an overdraft occurs. We only use your "available balance" (without considering any available discretionary overdraft service) to make this determination. This means an overdraft item or returned item could occur when your available balance is not enough to pay a non-sufficient funds item, regardless of your account's ledger or current balance. When you use your debit card, you authorize the merchant with whom you use your card or to whom you previously provided your information to ask BankPlus to approve the transaction you want to make. At this time, in order for the transaction to go through, we must promise the merchant to pay for the purchase upon the merchant's request. A hold immediately reduces the amount of your available balance in your account by the amount of the authorization request. If, while the hold is in place, you do not have enough funds in your available balance to cover other transactions you may have conducted (such as a check you previously wrote), those items may overdraw your account or be returned unpaid. This may result in an overdraft fee on the debit card transaction if this happens. In most cases, the hold expires when the transaction is paid. The amount being held is not applied to the debit card transaction or to any specific transaction. If the hold expires and the transaction has not been paid, the amount being held is returned to your available funds. After the hold expires, we determine whether you have sufficient funds available to pay the debit card transaction. If you do not have sufficient funds in your available balance, the debit transaction will cause you to overdraw and may incur an overdraft fee. This can occur even if your account did have sufficient available funds when the merchant requested authorization. Your debit card transaction is paid when the merchant presents it to BankPlus for payment – that is, when the merchant asks us to transfer

the funds from your account to the merchant. It is important to note that authorization and payment of debit card transactions do not occur simultaneously – there can be days between. Here is an example of how we calculate your available balance for purposes of determining when an overdraft or returned item occurs: Assume you have \$120 in your account. You use your debit card at a gas station. Since it is unclear what the final bill will be, the gas station's processing system immediately requests a hold on your account in a specified amount, for example, \$80. A temporary hold is placed on your account for \$80, making your available balance \$40 (\$120 minus \$80 equals \$40). You then go to the grocery store and try to purchase groceries using your debit card for \$60. The grocery store also tries to send a temporary hold for \$60, the actual amount. At this time, your available balance is only \$40. If you have NOT **opted-in** for Discretionary Overdraft Service, your purchase at the grocery store is declined. If you have **opted-in** for Discretionary Overdraft Service, your account may be overdrawn by \$20, at which point you will be charged an overdraft fee. Alternatively, if a check in the amount of \$60 is presented for payment against your account while the original gas station hold is in place and your available balance is \$40, then that check will be an overdraft item, resulting in an overdraft fee, or a returned item, resulting in a returned item fee, depending on whether or not BankPlus decides to pay or return that item. If the original \$80 debit transaction is later paid to the gas station while your account's available balance is less than \$80, it will be treated as an overdraft item if you have **opted-in** for Discretionary Overdraft Service, even if you had sufficient available funds when the gas station requested their original authorization for the transaction and the resulting hold was placed on your account.

The decision to honor or dishonor an Item that will create an overdraft or returned item is made in our sole discretion. Your overdraft transactions may be processed according to our Discretionary Overdraft Service that may be applicable to your account and/or under various "Overdraft Protection Plans." Overdraft Protection Plans are specific services offered to pay or permit NSF Items, such as a line of credit or a link to a savings account or money market, for which you must qualify and in which you must enroll. The number of transfers from savings or money market accounts is subject to certain limitations. A number of factors determine whether an NSF Item is paid, authorized, returned, declined, or rejected under our Discretionary Overdraft Service, including the past activity in your account, the amount of the Item, and whether you have made any opt-in or opt-out elections. Based on these factors, we may, in our sole discretion, assign a "discretionary overdraft limit" to your account. This discretionary overdraft limit, plus any amount you have available under an Overdraft Protection Plan, will

be added to your available balance when you make a balance inquiry by phone, online banking, or in person, but the discretionary overdraft limit will not be considered for the purposes of determining whether or not a transaction is an overdraft item or returned item. Neither the discretionary overdraft limit nor the amount available under an Overdraft Protection Plan will be added to the available balance when you make a balance inquiry at an ATM. The assignment of a discretionary overdraft limit does not mean that we will pay Items in the overdraft.

We are not obligated to notify you prior to paying or returning NSF Items. You agree that you do not expect any notice of an overdraft beyond any normal periodic statement. You agree to immediately repay us the overdraft amount, including all fees assessed, if you overdraw your account, without notice or demand from us. Our decision to authorize or pay Items, creating overdrafts on any one or more occasions, does not act as a waiver of our rights to refuse to do so at any other time, and does not obligate us to pay other NSF Items. We may stop paying your NSF Items without notification. Unless you tell us not to, i.e., you choose to opt-out of the Discretionary Overdraft Service, we will exercise our discretion to pay an NSF Item (other than ATM transactions and one-time debit card transactions), create an overdraft, and assess an overdraft fee. However, even if you opt-out of payment of such Items and the creation of an overdraft, we may still pay or debit your account and create an overdraft under other circumstances, such as: payment of fees related to the account that have been disclosed, entries made to correct account errors, when you request that we do so as to a specific Item, when an Item that is credited to the account is subsequently returned unpaid, or other circumstances when we are obligated to pay an Item. Unless you opt-in to our payment of such Items and agree to pay any resulting overdraft fees, generally we will not authorize ATM transactions and one-time debit card transactions that would create overdrafts. You may opt-in to our payment of ATM and one-time debit card transactions or opt-out of our payment of other Items that create overdrafts by calling us at 1-888-811-PLUS (7587) outside Metro Jackson or 601-664-PLUS (7587) in the Jackson Metro area or by writing us at BankPlus, 385 A Highland Colony Parkway, Suite 110, Ridgeland, MS 39157. An opt-out or opt-in election (or the revocation of an opt-out or opt-in election) by one joint account holder will be treated as such an election by all joint holders of a joint account. If different joint holders make conflicting elections, we may honor either election at our discretion.

We will charge a fee to your account for each NSF Item presented, according to the Schedule of Fees, even if we do not pay those Items, up to a maximum number of overdraft fees charged per day that we establish from time to time, if

at any time your account, including any coverage under an Overdraft Protection Plan(s), does not contain a sufficient available balance to pay Items presented to us for payment. There is no limit to the number of NSF fees per day that we may charge your account. In addition to other charges in connection with an overdraft, we assess a daily overdraft interest charge on the amount in overdraft at a rate of 8% per annum. At our option, a daily uncollected interest charge may also be assessed at a rate of 8% per annum on the aggregate amount of checks paid on uncollected funds (i.e., deposits which you have made but for which we have not received final payment). Because the balance reflected on your bank statement is the "ledger balance" and not the available balance, you may incur an NSF fee even though the statement indicates that the ledger balance was sufficient to pay the Item on the day the Item was presented. You agree to pay the NSF fee or the overdraft charge, whichever is applicable, as specified in the Schedule of Fees and the Truth-in-Savings Disclosure. You agree that your account may be charged with such fee(s) without prior notice. You also agree that overdrafts and the related charges may be collected from subsequent deposits, including direct deposits of social security or other government benefits. You also agree to reimburse us for any costs we incur in collecting an overdraft from you including, but not limited to, the costs of litigation and reasonable attorney fees, to the extent permitted by law. If your account is a joint account, and we permit your account to become overdrawn, regardless of which joint account holder wrote the check(s) or received the benefit of the proceeds of the check(s), each of the joint account holders are liable for the full amount of the overdrawn balance. Each joint account holder agrees to pay all costs we incur in collecting an overdraft including, but not limited, to the costs of litigation and reasonable attorney fees, to the extent permitted by law. The possibility of returned checks or other Items, and fees for non-sufficient funds, can be avoided by ensuring that a sufficient available balance is maintained in your account for all your transactions. Please also inquire about our Overdraft Protection Plan(s). Lower fees may apply to our Overdraft Protection Plan(s) than to non-sufficient funds and overdraft charges.

When you make a purchase at a point of sale ("POS") and use a personal identification number ("PIN"), or if you use your ATM Card or debit card to make a withdrawal at an ATM, we will generally reduce the available balance in your account at the time of the transaction by the amount of the transaction. As part of our normal posting process, the actual transaction will generally be posted on that same business day together with all other transactions. If the transaction is made after our processing cut-off time (currently 9 a.m. Central Time), the memo post will remain on your account for one (1) business day for the amount of

the transaction. If you use your debit card at a POS and use your signature to authorize the transaction, we will memo post the amount of the transaction to your account if the merchant obtains pre-authorization for the transaction ("Authorized Transaction"). The memo post will remain on the account until the earlier of the end of the third business day after the authorization, or the business day we pay the Authorized Transaction on your account. (In the case of an Authorized Transaction made at a restaurant, gas station, hotel, or similar merchant, the amount of the memo post may not be the same as the amount of the actual transaction). During this period of time, your account's available balance will be reduced by the amount of the memo post. This means that the amount of memo post will not be available to pay other Items, such as checks, ACH, or debit card transactions that are presented for payment. We will reverse the memo post if the Authorized Transaction is not presented for payment during the period of time for which the memo post is in place, which will increase your account's available balance by the amount of the Authorized Transaction until the Authorized Transaction is presented for payment. Your account may become overdrawn if we reverse the memo post on your account, and you use those same funds to make other purchases or withdrawals. If you have **opted-in** and the Item that originally gave rise to the memo post is subsequently presented for payment and your account becomes overdrawn, you will be assessed an Overdraft Fee. You agree that it is your responsibility to keep track of all of the transactions you have made on your account. Requests for pre-authorization may not be in the same amounts as the total amount of the sales slip. If any of the information provided for the pre-authorization is not the same as the information provided to us for the Authorized Transaction (such as merchant number, debit card number, pre-authorization key number, or transaction amount), our computer system may not be able to match the pre-authorization with the Authorized Transaction, resulting in the pre-authorization memo post remaining on your account for up to three (3) business days, regardless of whether the Authorized Transaction has actually posted to your account. You agree that we will not be liable to you for wrongful dishonor of any ACH transfer, ATM card transaction, check, debit card transaction, withdrawal or other debit Item on your account that is not paid by us or is returned by us unpaid because of a pre-authorized memo post during the period of time the memo post is in place, even if the Authorized Transaction has posted to your account.

**STOP PAYMENTS.** You may ask us to stop payment on individual checks, or on two or more checks with consecutive numbers if the Item or Items haven't already been paid. A stop payment order must be given in the manner required by law and must be received in time to give us a reasonable opportunity to act on it before our stop



payment cut-off time, which is one hour after the opening of the next banking day after the banking day on which we receive the Item. Additional limitations on our obligation to stop payment are provided by law. A stop payment order must precisely identify the account number, check number, date, amount of the Item, and the payee. The information must also be accurately reflected on the MICR line of the check. You agree that we cannot stop payment on the check if the information on the MICR line is not correct. A stop payment order may be given orally, but an oral stop payment order will expire in fourteen (14) days. If made in writing or if confirmed in writing within fourteen (14) days, stop payment orders are effective for six (6) months. You will place a new stop payment if you do not want us to pay the check after the previous stop payment order expires. You will be charged a fee every time you request a stop payment, even if it is a continuation of a previous stop payment request. You understand that we may accept the stop payment request from any of the authorized signers of the account regardless of who signed the check or authorized the transfer. Our acceptance of a stop payment request does not constitute a representation by us that the Item has not already been paid or that we have had a reasonable opportunity to act on the request. You may cancel the stop payment order at any time. If you give us oral instructions to cancel, we may require you to confirm them in writing. We cancel the order automatically when the account on which the check is drawn is closed or transferred. The stop payment order expires after the stop payment period ends unless you reissue the stop payment order. If the check is presented for payment after the stop payment order expires or is canceled, we may pay the check.

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

**DORMANT ACCOUNTS.** You understand that if your account is dormant (no activity by you for 365 days in case of either a demand deposit account or a savings account), you will be charged the fee specified in the Schedule of Fees. You agree that we are relieved of all responsibility if your account balance is escheated in accordance with state law.

**CLOSING ACCOUNT.** You or we may close your account at any time, with or without cause. We may close it without notice to you if we reasonably believe it will prevent loss to us or you have violated this agreement. You will pay any fees and costs for closing the account, as well as any outstanding Items. Our rights and your obligations survive any closing of the account or cancellation of this agreement. You will not claim we wrongfully dishonored Items we return unpaid on or after the day the account was closed. At our discretion, we have the authority to pay an otherwise properly payable check, which is presented after the closing of your account.

**WIRE TRANSFERS AND AUTOMATED CLEARING HOUSE (ACH) TRANSACTIONS.** This Agreement is subject to Article 4A of the Uniform Commercial Code – Funds Transfers in effect in the state of Mississippi. If you send or receive a wire transfer, you agree that Fedwire may be used. Federal Reserve Board Regulation J is the law that covers transactions made over Fedwire. When you originate a funds transfer in which Fedwire is used, and you identify by name and number the beneficiary financial institution, an intermediary financial institution or 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. You agree that we are not required to notify you of any incoming wire transfer or other electronic transfer of funds in the Account. You agree that any notice of such a transfer that we may give you shall not impose any duty on us to notify you of any other such transfer.

If you are a party to an Automated Clearing House (ACH) entry, you agree to be bound by the rules and regulations of the National Automated Clearing House Association (NACHA) Operating Rules, Rules of any local ACH, and the rules of any other system through which the entry is made, including, but not limited to:

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

**NOTICE OF RECEIPT.** Under the operating rules of the National Automated Clearing House Association (NACHA), which are applicable to ACH transactions involving your account, we are not required to give next-day notice of receipt of an ACH Item, and we will not do so. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you.

**STATEMENTS.** We will provide you with a periodic statement showing the account activity since the date of the last periodic statement. We will send the statement to the address in our records for you, and you are considered to have received the statements upon mailing, whether or not you actually receive them. If you have asked us to hold your statement, you are considered to have received the statement when we make it available for you to pick up. You must examine your statement of account immediately upon receipt of the statement or after it is otherwise made available to you. If you discover (or reasonably should have discovered) any unauthorized payments, alterations, errors, or Items that are otherwise not properly payable, you must promptly notify us in writing of the relevant facts. If you fail to examine your statement and notify us, we will not be responsible for any loss suffered by you. The loss could be not only with respect to Items on the statement but also includes other Items forged or altered by the same wrongdoer. You agree that the time you have to examine your statement and report to us will depend on the circumstances, but that such time will not, in any circumstance, exceed a total of thirty (30) days from when the statement is first made available to you. If an Item was altered or drawn without authorization, and it was done so cleverly that a reasonable person could not detect it, and we were not negligent in any way, you will not hold us responsible for the loss.

You further agree that if you fail to report any unauthorized signatures, alterations, forgeries, Items that are not otherwise properly payable, or errors in your account within sixty (60) days of when we make the statement available, you cannot assert a claim against us on any Item(s) in or described on that statement, and the loss will be entirely yours. This sixty (60) day limitation is without regard to whether we exercised ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section. If you do not receive a statement from us, it is your responsibility to advise us that you did not receive a statement. If you do not receive a statement from us because you have failed to claim it 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 after you supply us with a proper address.

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

**NOTICE.** We can send you communication at the last

address you gave us in writing. You will send us communication at our address in this agreement. The postmark or postage meter date, except where this agreement requires that something be "actually received," determines when communication occurred. Notice sent by you to us is not effective until we have received it and have a reasonable opportunity to act on it. Written notice sent by us to you is effective when mailed to the last address supplied to us in writing. You will notify us immediately of any change in your name, address, telephone number, or taxpayer identification number.

**ACCOUNT TYPE AND PAYMENT OF INTEREST.** The account type is noted on the signature card. If a demand account, it will not earn interest. If a savings or negotiable order of withdrawal (NOW) account, we reserve the right to require seven days' written notice before any withdrawal. If a NOW account, if any entity not allowed by federal regulations to have such an account becomes an owner, we will convert the account into a checking or savings account. We have given you disclosures explaining applicable transaction limits, fees, interest, rates, and balance requirements. You agree that our fees and charges need not be based upon the cost of providing the service or administering the event to which the fee or charge is associated, but may be based on other considerations such as the expense of providing account services, generally similar charges of other financial institutions with which we compete, revenues to the bank, and the deterrence of abuse of an account.

**CASHING CHECKS.** If a payee of a check you have written wants to cash the check in any of our offices, we may require identification satisfactory to us. If the payee does not have a deposit relationship with us, we may charge a fee for cashing the check, or we may refuse to cash the check. From time to time, we may also impose other identification requirements, such as a fingerprint, that we consider appropriate. We have no liability to you for refusing to cash the check or charging a check-cashing fee.

**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 Schedule of Fees and Truth In Savings Disclosure as may exist from time to time. You agree that we may in our discretion amend our Schedule of Fees and Truth In Savings Disclosure and your continued use of the account after receipt of an amendment constitutes your agreement to be bound by the amended terms. We may deduct fees and other amounts you owe us under this Agreement from your accounts with us at any time without prior notice. If there are not enough funds in your account to cover the fees and other amounts you owe us, the deduction may result in your account being overdrawn.

**EXPENSES.** You will pay any expenses we incur in good faith related to this agreement, such as fees on Items sent for collection, foreign exchange charges, and unreimbursed research and copying fees when someone requires records about our relationship, and attorneys' fees we incur in good faith because of concerns about the account, whether or not litigation has begun, including such fees through trial and all appeals, plus court costs. You also agree to pay any expenses that we incur, including attorneys' fees in responding to any subpoena, writ, government agency or judicial order, search warrant, or other order, which we may be required to respond to regarding your account or your relationship with us.

**RECORDING.** You give us permission to record your communications with us. If you authorize someone to do business with us on your behalf, such as by power of attorney, you will be responsible for obtaining their permission to our recording their communications with us.

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

**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 including a notice with or on your statement, by posting a notice of any such changes at our main office, or by whatever notice requirements that may be required by law. If you use the account after the effective date of a change, that indicates your acceptance of the changes.

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

**OUR RIGHTS.** You agree that our rights under this agreement are cumulative, not exclusive. We may exercise any of them without giving up the right to exercise others and our election on one or more occasions to not exercise some right we have will not affect our ability to exercise that right in the future.

**SEVERABILITY.** If any of the terms of this Agreement conflict with applicable law and are declared to be invalid and unenforceable, those terms will be ineffective to the extent of the conflict and the applicable law will govern. The remaining provisions will remain unaffected.

**FORCE MAJEURE.** We shall not be liable for any loss or damage to you caused by our failure to provide any service

or delay in providing such service resulting from an act of God, act of governmental authority, legal constraint, war, terrorism, fire, catastrophe; or electrical, computer, mechanical, or telecommunications failure; or failure of any agent or correspondent; or any other cause beyond our control.

**LIABILITY.** You agree that: We shall not be liable for indirect, special, or consequential damages regardless of the form of action and even if we have been advised of the possibility of such damages.

**INDEMNIFICATION.** You will indemnify us against, and hold us harmless from, any and all losses, damages, costs, and attorney fees that we incur because of your failure to abide by any of the terms of this agreement.

**APPLICABLE LAWS, JURISDICTION, VENUE, AND REGULATIONS.** This Agreement and your deposit relationship with us will be governed by the substantive laws (excluding laws of conflict) and regulations of the United States of America, and the state in which your account is established, except that Mississippi law will govern the maximum interest rate that may be payable to us. We reserve our rights with respect to preemptive effect of the applicable federal laws and/or regulations. To the extent this Agreement conflicts with any applicable provision of the Uniform Commercial Code in any state, this Agreement shall control; otherwise, this Agreement supplements but does not displace the Uniform Commercial Code of the state of the deposit or the state where the deposit is located. In the event of conflict between this statement and any applicable disclosure statement we have given you pursuant to the requirements of any law, such as the federal Electronic Funds Transfer Act, the federal Truth-in-Savings Act, the federal Expedited Funds Availability Act, or the Check Clearing for the 21st Century Act, the provisions of such disclosure statement shall control. We do not have to notify you of these changes unless required to do so by law. You will not hold us liable for anything we do or decline to do based on a good-faith belief that it is required by law or regulation. The courts of the state have jurisdiction of any dispute in connection with this agreement. You agree that venue will be proper in the courts in Mobile, Alabama, or Baton Rouge, Louisiana, or Madison County, Mississippi, as the case may be.

**ARBITRATION OF DISPUTES.** ANY DISPUTE RESULTING FROM OR ARISING OUT OF THE ACCOUNT, OR ANY ASPECT OF THE RELATIONSHIP BETWEEN THE PARTIES, HOWSOEVER SUCH RELATIONSHIP MAY BE BASED AND EVEN THOUGH THE ACCOUNT BE CLOSED AND THIS AGREEMENT TERMINATED, SHALL BE RESOLVED BY SUBMISSION TO BINDING ARBITRATION, TO BE ADMINISTERED BY AN ARBITRATOR TO BE MUTUALLY

AGREED UPON BY BORROWER(S) AND THE BANK. IN THE EVENT AN ARBITRATOR CANNOT BE MUTUALLY AGREED UPON, THEN BORROWER(S) AND THE BANK SHALL EACH DESIGNATE A LIST OF UP TO THREE ARBITRATORS, FROM WHICH LIST THE OTHER PARTY SHALL CHOOSE ONE. THE TWO ARBITRATORS SO CHOSEN SHALL THEN SELECT A THIRD ARBITRATOR MUTUALLY AGREEABLE TO THEM, WHO SHALL ARBITRATE THE DISPUTE. IN THE EVENT AN ARBITRATOR CANNOT BE SELECTED THROUGH THE FOREGOING MEANS, THEN EITHER PARTY MAY PETITION THE PROPER COURT IN ALABAMA, LOUISIANA, OR MADISON COUNTY, MISSISSIPPI, TO SELECT AN ARBITRATOR DEEMED COMPETENT TO ARBITRATE THE DISPUTE. SUCH ARBITRATION SHALL TAKE PLACE IN MOBILE, ALABAMA, OR BATON ROUGE, LOUISIANA, OR MADISON, MISSISSIPPI, AND SHALL BE ADMINISTERED IN ACCORD WITH THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION APPLICABLE TO ARBITRATION OF COMMERCIAL DISPUTES. THE ARBITRATOR SHALL BE PAID BY THE PARTIES FOR SERVICES AS ARBITRATOR AT A RATE OR FEE TO BE AGREED UPON IN ADVANCE OF THE ARBITRATION, PROVIDED, HOWEVER, THAT THE BANK SHALL PAY THE FIRST \$300 OF FILING FEES OR OTHER COSTS. THE ARBITRATOR MAY ALLOCATE FEES AND OTHER ARBITRATION COSTS AMONG THE PARTIES. THE DECISION AND AWARD, IF ANY, OF THE ARBITRATOR, WHICH SHALL BE IN WRITING, SHALL BE FINAL AND BINDING AND MAY BE ENTERED AS A JUDGMENT IN ANY STATE OR FEDERAL COURT HAVING JURISDICTION. THE ARBITRATOR'S AWARD MAY IN NO CASE INCLUDE AN AMOUNT FOR PUNITIVE DAMAGES, AND NO COMBINATION OF CLAIMANTS SHALL BE ALLOWED TO PARTICIPATE IN THE ARBITRATION AS A CLASS OR THROUGH ANY TYPE OF CLASS ACTION. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

**THIS IS AN AGREEMENT TO SETTLE DISPUTES BY BINDING ARBITRATION, REPLACING THE RIGHT TO HAVE SUCH MATTERS DETERMINED BY A COURT, EITHER WITH OR WITHOUT A JURY, AND WAIVING ANY RIGHTS TO PUNITIVE DAMAGES OR CLASS ACTIONS.**

Customer's signature on the related Signature Card constitutes Customer's acceptance and adoption of the provisions hereof.

## **ELECTRONIC FUND TRANSFER DISCLOSURE AND AGREEMENT**

For purposes of this disclosure and agreement the terms "we," "us," and "our" refer to BANKPLUS. The terms "you" and "your" refer to the recipient of this disclosure and agreement.

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 CHECKCARD (hereinafter referred to collectively as "debit card") at automated teller machines (ATMs) and any networks described below.

**TERMS AND CONDITIONS.** The following provisions govern the use of EFT services through accounts held by BANKPLUS which are established primarily for personal, family or household purposes. If you use any EFT services provided, you agree to be bound by the applicable terms and conditions listed below. 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**

**DEBIT CARD SERVICES.** The services available through use of your debit card are described below.

- You may withdraw cash from your checking account(s), savings account(s), money market account(s), and NOW account(s).
- You may make deposits into your checking account(s), savings account(s), money market account(s), and NOW account(s).
- You may transfer funds between your checking and savings accounts, checking and money market accounts, checking and NOW accounts, savings and money market accounts, savings and NOW accounts, and NOW accounts and money market accounts.
- You may make balance inquiries on your checking account(s), savings account(s), money market account(s), and NOW account(s).
- 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 CIRRUS, PLUS, NYCE, QUEST, VISA, MASTERCARD, AMERICAN EXPRESS 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.** The services available through use of ATMs are described below.

**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 debit card at our ATM terminals, you may access your accounts through the following network(s): CIRRUS, PLUS, NYCE, QUEST, VISA, MASTERCARD, AMERICAN EXPRESS.

**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.

**POINT OF SALE TRANSACTIONS.** Listed below is the card you may use to purchase goods and services from merchants that have arranged to accept your card 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 card, 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 card and the corresponding designated account(s) may be used for Point of Sale transactions:

- CHECKCARD: Checking Account, Money Market Account, and NOW Account.

Your debit card 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.

**AUTHORIZATION HOLDS.** An authorization hold is a temporary hold that is placed on your account for certain debit card transactions. The amount of the temporary hold may be more than the actual amount of the transaction, so your available account balance will temporarily be reduced by the amount of the temporary hold. If the authorization hold or the processing of subsequent transactions causes your account to have insufficient funds to pay the transaction, we may charge you non-sufficient funds fees if we return the item or overdraft fees if we pay the item on your behalf.

**CURRENCY CONVERSION – Visa®.** When you use your card with the Visa® logo at a merchant that settles in currency other than U.S. dollars, the charge will be converted into the U.S. dollar amount. The currency conversion rate used to determine the transaction amount in U.S. dollars is a rate selected by Visa® from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa® itself receives, or the government-mandated rate in effect for the applicable central processing date, in each instance, plus or minus any adjustment determined by the issuer. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or the posting date.

**SERVICES PROVIDED THROUGH USE OF CALLPLUS.** You may perform the following functions through use of CALLPLUS:

- You may initiate transfers of funds between your checking and savings accounts, checking and money market accounts, checking and NOW accounts, savings and money market accounts, savings and NOW accounts, NOW accounts and money market accounts, Checking and Loan Accounts, Line of Credit and Checking Accounts, and Line of Credit and Savings Accounts.
- You may make balance inquiries on your checking account(s), savings account(s), money market account(s), and NOW account(s).
- You may make payments on consumer loans, home mortgage loans, and home equity loans that you have with us.

**PREAUTHORIZED TRANSFER SERVICES.**

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

account(s), savings account(s), money market account(s), and NOW account(s).

**SERVICES PROVIDED THROUGH USE OF BANKPLUS ONLINE BANKING.** BANKPLUS offers its customers use of our e-BankPlus service.

Internet banking allows the customer to do all of their normal banking activities from the convenience and privacy of their own home. All customer information is kept strictly confidential, and all transactions are guaranteed secure.

**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**

**LIMITATIONS – CHECKCARD.**

**Cash Withdrawal Limitations.** You may withdraw up to \$509 through use of ATMs in any one day. You may make up to 20 withdrawals of cash through use of ATMs in any one day.

**Point Of Sale Limitations.** You may buy up to \$2,500 worth of goods or services in any one day through use of our Point of Sale service. You can use our Point of Sale service for up to 20 transactions in any one day.

**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.**

Federal regulation limits 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 are limited to six (6) such transactions from each money market and/or savings type account(s) you have each statement period for purposes of making a payment to a third party or by use of a telephone or computer.

**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 or less. Upon completing a transaction of more than \$15, 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 made with your debit card at a Participating Merchant. If the transaction is \$15 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:

- The person or company making the deposit will tell you every time they send us the money.
- You can call us at 1-888-811-PLUS (7587) 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 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 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.

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 BANKPLUS immediately if your 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 debit card or to write your PIN

on your debit card or on any other item kept with your debit card. We have the right to refuse a transaction on your account when your 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 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 when we issue you a new debit card.

#### **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: 1-888-811-PLUS (7587) or write to:

BANKPLUS  
385A Highland Colony Pkwy, Suite 110  
Ridgeland, MS 39157

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 you are going to pay ten (10) days prior to the payment date of the amount to be deducted. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

**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 debit card or PIN or internet banking access code has been lost or stolen, call us at: 1-888-811-PLUS (7587)  
BankPlus Call Center or write to: BANKPLUS  
385A Highland Colony Pkwy, Suite 110

Ridgeland MS 39157

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 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 debit card or PIN, you can lose no more than fifty dollars (\$50) if someone used your debit card or PIN without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your debit card or PIN, and we can prove we could have stopped someone from using your debit card or PIN 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 (including your maximum overdraft line of credit, if applicable), 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.** 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 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.

**ILLEGAL USE OF CHECKCARD.** You agree not to use your CHECKCARD for any illegal transactions, including internet gambling and similar activities.

**IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR TRANSACTIONS.** In case of errors or questions about your electronic fund transfers,

call us at: 1-888-811-PLUS (7587) or write to: BANKPLUS  
385A Highland Colony Pkwy, Suite 110  
Ridgeland MS 39157

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 BANKPLUS 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® Check 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.

**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 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.

**DISCLOSURE OF ACCOUNT INFORMATION.** You agree that merchant authorization messages transmitted in connection with Point of Sale transactions are permissible disclosures of

account information, and you further agree to release BANKPLUS and hold it harmless from any liability arising out of the transmission of these messages.

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.

**AMENDING OR TERMINATING THE AGREEMENT.** We may change this agreement from time to time. You will be notified at least 30 days before a change will take effect if it will cause you an increase in costs or liability or it will limit your ability to make electronic fund transfers. No notice will be given if the change is necessary for security reasons. We also have the right to terminate this agreement at any time.

**SAFETY PRECAUTIONS FOR ATM TERMINAL USAGE.** Please keep in mind the following basic safety tips whenever you use an ATM:

- Have your 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 BANKPLUS.

## Business Accounts

### BUSINESS CHECKING PRODUCTS

The following applies to all business checking products:

The MS Department of Human Services, the AL Department of Human Services, and the LA Department of Children & Family Services have the authority to request information on any account held by a depositor in any bank.

If checks or in-person withdrawals, or other withdrawals ('item(s)') are presented for payment against your account and the available balance is not sufficient to pay the item(s), we will charge your account a Non-Sufficient Funds ('NSF') fee or an Overdraft ('OD') fee of \$36 for each item we return or pay. Multiple NSF fees per transaction may be incurred if the transaction is presented multiple times and you have insufficient funds in the account. The Bank's Schedule of Fees sets forth certain fees applicable to your account and may be amended by us from time to time in our discretion.

**Returned Deposited Items are \$10 per item.**

**If, on any day, your deposit account is overdrawn, you will be charged a fee equal to the overdrawn amount multiplied by a daily periodic rate of 00.02192%. At our option, we may access a daily uncollected interest charge of 00.02192% on the aggregate amount of checks paid on uncollected funds.**

**Check Images are provided in your monthly statement for all business checking accounts.**

### NOTE FOR INTEREST-BEARING ACCOUNTS

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. We may change the interest rate on your account at any time. Interest will be compounded and credited to your account every month. Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks).

If you close your account before interest is credited, you will not receive the accrued interest

### FREE BUSINESS CHECKING

You must deposit \$50.00 to open this account. No per item charge; however account is subject to conversion to Commercial Checking if item count (including checks paid, checks deposited, ACH debits, and ACH credits) consistently exceeds 1,000 items per month.

### BUSINESS INTEREST CHECKING

You must deposit \$50.00 to open this account. There is no minimum balance to maintain to earn daily interest. As long as you maintain a minimum balance of \$1,500, there is no maintenance fee; otherwise, the maintenance fee is \$8 per month. No per item charge; however account is subject to conversion to Commercial Checking if item count (including checks paid, checks deposited, ACH debits, and ACH credits) consistently exceeds 1,000 items per month.

### COMMERCIAL CHECKING

You must deposit \$50.00 to open this account. Monthly maintenance fee is \$15.00 per month with \$.15 per item (including checks paid, checks deposited, ACH debits, and ACH credits). Earnings credit allowance on deposit balance may offset activity fees. In addition, account is charged \$.50 per \$1,000 cash deposited/purchased.

### HIGH YIELD BUSINESS MONEY MARKET PLUS

You must deposit \$100 to open this account. The interest rate will remain the same on this account through December 31, 2022. After that date, at our discretion, we may change the interest rate daily.

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 balance on which interest is paid. Interest will be compounded and credited to your account every month.

If you close your account before interest is credited, you will not receive the accrued interest

### COMMERCIAL DEPOSIT ACCOUNT AGREEMENT

**GENERAL AGREEMENT.** These terms govern the operation of this account unless varied or supplemented in writing. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so that the singular includes the plural and the plural includes the singular.

The terms "Customer," "you," and "your" refer to the depositor and the terms "we," "us," and "our" refer to BankPlus. "Item" is any check, draft, or order for the payment of money, oral or written, in electronic or other form. "Business Day" is any day we are

open for carrying on substantially all of our banking business other than Saturday, Sunday, or Federal Reserve Bank holiday. You understand that the following Agreement governs your account with us, along with any other documents applicable to your account, including but not limited to, our Funds Availability Policy, Privacy Policy, Schedule of Fees and signature card, each of which are incorporated herein by reference, and you agree to be bound by the terms of this Agreement. You may obtain a copy of the applicable documents during normal banking hours at any BankPlus banking office.

The "available balance" in your account for the purposes of determining overdrafts and non-sufficient funds items is the ending ledger balance on the previous banking day after we have posted all transactions, plus or minus pending transactions (such as certain cash deposits, certain teller transactions, debit card transactions, or ATM withdrawals) that have not yet posted to your account, and minus any holds that we have placed on your account. Transactions that have not been presented to us for payment (such as outstanding checks) or debit card transactions we have not been asked to authorize are not reflected in the available balance. The available balance in your account will be impacted if we "memo post" pending debit card transactions which are authorized by a merchant but are subsequently released. For example, if a merchant obtains authorization on a signature-based debit card transaction and we memo post the transaction to your account, the amount of the debit card transaction will be deducted from your available balance for three (3) days. If the memo post is released after the three (3) day period because the debit is not presented for payment, your available balance is increased by the amount of the debit card transaction. If the debit card transaction is subsequently paid, the amount of the debit card transaction will be deducted from your available balance at that time. You are responsible for keeping accurate records concerning transactions on your account and whether transactions have been deposited, presented and paid, or whether the transactions are outstanding.

**GENERAL RULES.** The following rules apply to your account:

**Deposits.** Deposits may be made in person or by mail at any time. We are not responsible for transactions initiated by mail until we actually receive and record them. All transactions received after our "daily cut-off time" on a Business Day we are open or received on a day in which we are not open for business, will be treated and recorded as if initiated on the next banking day. We may refuse to accept particular checks or similar instruments as a deposit to your account at our discretion. The terms of our Funds Availability Policy will control the determination of the banking-day deposits are deemed received by us and when they will be available for withdrawal. Deposits may be subject to a service charge as may be included in the Schedule of Fees.

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

**Availability of Funds.** Deposited funds are subject to our Availability Policy. Additionally, funds in your account may not be available for withdrawal if we determine that they are subject to a hold, dispute or legal process that prevents their withdrawal. You may request a copy of our Availability Policy at any branch office.

**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, including "on us" 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. You agree to be bound by all other agreements entered into by us for the purpose of clearing, collecting, presenting or returning Items.

All Items 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. If an Item that is payable at a foreign bank or in a foreign currency is deposited, you will be responsible for all collection charges and exchange rate risk on it. You understand that we will not credit that kind of deposit until receiving the proceeds in United States currency. All endorsements on the reverse side of any check deposited into your account must be placed on the left side of the check when looking at it from the front, and must be placed so as to not go beyond an area located 1 ½ inches from the left edge of the check, when looking at it from the front. You are also responsible to make sure at the time you issue any check that the format is such that there will be no writing whatsoever on the reverse side of the check placed

beyond an area located 1 ½ 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.

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

If any Item you deposit to your account or you cash is returned unpaid, we have the right to reduce your account balance for the amount of such Item and adjust any related interest earned, even if this reduces your account balance to less than zero or increases a negative balance. We can reprocess the Item, but you do not require it. We can process a copy, electronic entry, or other evidence of the returned Item. You waive presentment, notice of dishonor and protest. You will, in any event, be liable to us for the amount of any check or similar instrument you deposit to your account or receive cash that is returned unpaid, plus our costs and expenses associated with collection of all or any part of such amount from you, including reasonable attorney fees. In addition, we may charge back any deposited Item or cashed Item at any time before final settlement for whatever reason. We may charge back any Item to your account on which there is a claim for breach of warranty even after final settlement of the Item. A breach of warranty includes but is not limited to Items that you have deposited that contain an alteration, a forged or missing endorsement, or Items for which you do not have good title. 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 or cashed Items or for any damages resulting from any of those actions.

**Encoding.** If we accept Items for deposit from you which you or your agent have encoded with MICR encoding, we may rely upon the accuracy and completeness of such encoding in processing the Items for collection or payment. You shall be solely responsible for any encoding errors or

defects, including without limitation, amount errors, and shall indemnify and hold us harmless from and against any and all claims, damages, demands, judgments, liabilities, losses, settlements and expenses (including attorneys' fees) resulting directly or indirectly from such encoding.

**Night Depository.** If you use any of our night depositories, you do so solely at your own risk. We are not liable for any deposit in the night depository until we issue a written duplicate deposit ticket or other receipt acknowledging the deposit. Any of our employees may open and count the money deposited in any night depository, and that employee's determination of the amount of money will be conclusive. You are solely responsible for any loss incurred from the disappearance, theft, or loss of any envelope, bag, or money before we issue you a written receipt for the deposit.

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

**Right of Setoff.** We may exercise the right of setoff, that is, the right under certain circumstances to use funds in your account to pay any debts you owe us now or in the future, either before or after any default. If the debt arises from a note, "any due and payable debt" includes the total amount of which we are entitled to demand payment under the terms of the note at the time we set off, including any balance the due date for which we properly accelerate

under the note. We may exercise our right of setoff to recover funds you owe us from any of your accounts with us. For accounts with more than one owner, we may treat any name on the account as the sole owner and agent of that account, and we may exercise this right to pay individual debts of any owner. If you are the sole proprietor or general partner of a business, you agree that we have the right of setoff under this paragraph against the funds in any of your personal accounts for the debts of your business. We will not be liable for the dishonor of any check or other Item when the dishonor occurs because we set off a debt against this account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff.

**Legal Process.** We may accept and act on any legal process that we believe to be valid without any liability by us to you, whether served in person, by mail or by facsimile transmission at any of our offices. "Legal process" includes a subpoena, restraining order, injunction, writ of attachment or execution, levy, garnishment, tax withholding order, search warrant, forfeiture or other similar order relating to your account. We may charge your account a legal process fee for each order. You agree to pay our fees and expenses for research and copying of documents and all other expenses, including administrative expenses, we incur in responding to any legal process related to your account. These may include attorneys' fees. We may deduct these fees and expenses from any of your accounts without prior notice to you. Any garnishment, attachment, or other levy against your account is subject to our right of setoff and any security interest we have in the account. If a bankruptcy or similar proceeding is filed by or against any owner, we can place an administrative hold on part or all of the balance while we seek to have the automatic stay lifted.

**Authorized Individuals.** We are authorized to rely upon any document provided by you to us, which indicates the persons authorized to act on your behalf until the authority from any such person is withdrawn in writing provided to us. If you have authorized multiple signers to issue checks, we can limit use of the account until all have signed the signature card. If you terminate the authority of any signer, we are not bound by that termination until we have received the written termination instruction, it is complete in all material respects in order to allow us to act on the termination instruction, and we have had a reasonable opportunity to act on the termination instruction prior to any action by us with respect to the account or any Item. You agree that one business day to act upon a termination instruction is a reasonable amount of time. By using any service provided by us, you represent and warrant that the execution, delivery, and performance by you of any agreement or acknowledgment covering such service have been duly authorized by necessary action and do not and will not violate any provision of law or your charter or by-laws, or

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

**Authority.** You will not grant anyone authority to conduct business with us on your behalf until we have reviewed the terms of authorization and have given you written acceptance of the terms of such authority. This includes authority such as power of attorney, bill-paying arrangement, or other method. You will not claim that we wrongfully dishonored Items presented to us before we accepted the authorization. If you have not given us the proposed authorization for advance review, we may, in good faith, honor Items and instruction from the person you authorized. You will not hold us responsible if someone you authorized to do business with us misapplies your money. You assume all risk of improper acts by such person. We can consider an authorization valid until we actually receive written revocation of it and have had reasonable time to review and act upon it. If we accept an authority, we may revoke our acceptance of that authority at any time at our discretion. If you voluntarily disclose information about the account that would permit someone to initiate a debit to the account (such as account number, bank routing number, and next unused check number) to someone who wants to sell you goods or services, then you will be deemed to have authorized us to pay any debit to your account that person initiates. You authorize us to pay such Items if presented for payment against your account. Your failure to examine your statement and to notify us of your objection to our payment of these Items as required elsewhere in this agreement shall constitute authorization by you for us to charge against your account any subsequent Item generated by the same third party. If you no longer wish such subsequent Items to be charged to your account, we may require you to close that account with us.

**Power of Attorney.** If you wish to name another person to act as your attorney-in-fact in connection with your account, we must approve the form of appointment. You agree that we may in good faith honor transactions initiated by your purported attorney-in-fact without making a determination as to the continued validity of the power of attorney.

**Disputed Authority.** If anyone claims ownership over funds

on deposit in any account owned by you or in which you have any interest, and we have a good faith doubt about whether to recognize the claim, we can hold some or all of the balance until the claim is resolved. We can interplead some or all of the balance into court or take other action to determine ownership. You will not claim that we wrongfully dishonored Items that were presented to us while such a dispute was pending.

**Transfers and Assignments.** You cannot assign or transfer an interest in your account unless we agree in writing. Your successors and assigns are bound by this agreement. Any actual or purported assignments of the account remain subject to our right of setoff.

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

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

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

We may accept, pay, or charge checks and other Items to your account in any order we choose, at our discretion. We may establish different proprieties or categories for checks

and other Items and process checks and other Items according to the priorities we establish. We may change the order that we use to process checks and other Items at any time without notice to you.

We use an automated process for paying checks and may or may not examine Items and you agree that we have met the standard of care that you expect from us when we pay Items. You also agree that we have exercised ordinary care in paying Items even if we do not examine Items.

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

**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 Bank. Examples of restrictive legends are "must be presented within 90 days" or "not valid for more than \$1,000."

**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 the check unless you have asked us not to pay the postdated check before its date and such request is made timely so as to enable us to act on it. To do so, you must give us a postdated item order. You may request an order in person, by mail or by telephone. Oral instructions regarding payment of a postdated check are not effective. 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.

**Non-Sufficient and Uncollected Funds.** When the available balance in your account is not enough to cover a check or other debit, we consider the check or debit a non-sufficient

funds Item. Without notice to you, we either authorize or pay the non-sufficient funds Item and overdraw your account (an overdraft Item), or we decline or return the non-sufficient funds Item without payment (a returned Item). Importantly, your "available balance" may not be the same as your account's ledger or current balance, and your available balance may change between the time you authorize a transaction and when the transaction is paid. Nevertheless, we do not use your account's ledger or current balance to determine whether an overdraft Item or returned Item occurs. We only use your "available balance" (without considering any available discretionary overdraft service) to make this determination. This means an overdraft Item or returned Item could occur when your available balance is not enough to pay a non-sufficient funds Item, regardless of your account's ledger or current balance. When you use your debit card, you authorize the merchant with whom you use your card or to whom you previously provided your information to ask BankPlus to approve the transaction you want to make. At this time, in order for the transaction to go through, we must promise the merchant to pay for the purchase upon the merchant's request. A hold immediately reduces the amount of your available balance in your account by the amount of the authorization request. If, while the hold is in place, you do not have enough funds in your available balance to cover other transactions you may have conducted (such as a check you previously wrote), those Items may overdraw your account or be returned unpaid. This may result in an overdraft fee on the debit card transaction. In most cases, the hold expires when the transaction is paid. The amount being held is not applied to the debit card transaction or to any specific transaction. If the hold expires and the transaction has not been paid, the amount being held is returned to your available funds. After the hold expires, we determine whether you have sufficient funds available to pay the debit card transaction. If you do not have sufficient funds in your available balance, the debit transaction will cause you to overdraw and may incur an overdraft fee. This can occur even if your account did have sufficient available funds when the merchant requested authorization. Your debit card transaction is paid when the merchant presents it to BankPlus for payment – that is, when the merchant asks us to transfer the funds from your account to the merchant. It is important to note that authorization and payment of debit card transactions do not occur simultaneously – there can be days between. If payment of an overdraft Item or assessment of any fee overdraws your account or increases the amount of overdraft, you agree to immediately repay us the amount of the overdraft, including all fees assessed. You do not expect any notice of an overdraft beyond any normal periodic statement. Whether we pay or return the Item, we will charge you fee(s) as set forth in our Schedule of Fees. We may, at our option and in addition to other charges in connection with an overdraft, assess a daily overdraft interest charge on the

amount in overdraft at a rate of 8% per annum. In addition, we may assess a daily uncollected interest charge on the aggregate amount of checks paid on uncollected funds (deposits which you have made but for which we have not received final payment) at a rate of 8% per annum. The fee(s) that apply to your account are described in the Schedule of Fees. These fees may be revised from time to time by us at our discretion.

Funds in your account are not available if we determine that they are subject to a hold, dispute or legal process that prevents their withdrawal. You agree that we may deduct the amount by which your account is overdrawn, including fees assessed, from your account, including any subsequent deposits and credits without regard to the source of the deposits or credits. You also agree to pay all collection costs and reasonable attorneys' fees. If we pay Items by overdrawing your account on one or more occasions, we are not obligated to continue paying any future non-sufficient funds Items. We may stop paying your non-sufficient funds Items without notifying you. If we permit your account to be overdrawn and your account is a joint account, each of the joint account holders is liable for the full amount of the overdrawn balance regardless of which joint account holder wrote the check(s) or received the benefit of the proceeds of the check(s). Each joint account holder also agrees to pay all collections costs and reasonable attorneys' fees.

**Stop Payments.** You may ask us to stop payment on individual checks, or on two or more checks with consecutive numbers, if the Item or Items haven't already been paid. A stop payment order must be given in the manner required by law and must be received in time to give us a reasonable opportunity to act on it before our stop payment cut-off time, which is one hour after the opening of the next banking day after the banking day on which we receive the Item. Additional limitations on our obligation to stop payment are provided by law. A stop payment order must precisely identify the account number, check number, date, amount of the Item, and the payee. The information must also be accurately reflected on the MICR line of the check. You agree that we cannot stop payment on the check if the information on the MICR line is not correct. A stop payment order may be given orally, but an oral stop payment order will expire in fourteen (14) days. If made in writing or if confirmed in writing within fourteen (14) days, stop payments are effective for 6 months. You will place a new stop payment if you do not want us to pay the check after the previous stop payment order expires. You will be charged a fee every time you request a stop payment, even if it is a continuation of a previous stop payment request. You understand that we may accept the stop payment request from any of the authorized signers of the account regardless of who signed the check or authorized the transfer. Our acceptance of a stop payment request does not constitute a representation by us that the

Item has not already been paid or that we have had a reasonable opportunity to act on the request. You may cancel the stop payment order at any time. If you give us oral instructions to cancel, we may require you to confirm them in writing. We cancel the order automatically when the account on which the check is drawn is closed or transferred. The stop payment order expires after the stop payment period ends, unless you reissue the stop payment order. If the check is presented for payment after the stop payment order expires or is canceled, we may pay the check.

**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, or your check may be truncated by the depository or collecting bank. Any request for a copy of any check may be subject to a fee, as indicated in the Schedule of Fees and as allowed by law. If for any reason we cannot provide you with a copy of a check and you sustain a loss because of our inability to produce a copy, our liability will be limited to the lesser of the face amount of the check or the actual damages sustained by you. We are not liable for any special or consequential loss or damages of any kind.

**Dormant Accounts.** You understand that if your account is dormant (no activity by you for 365 days in case of either a demand deposit account or a savings account), you will be charged the fee specified in the Schedule of Fees. You agree that we are relieved of all responsibility if your account balance is escheated in accordance with state law.

**Closing Account.** You or we may close your account at any time, with or without cause. We may close it without notice to you if we reasonably believe it will prevent loss to us or you have violated this agreement. You will pay any fees and costs for closing the account, as well as any outstanding Items. Our rights and your obligations survive any closing of the account or cancellation of this agreement. You will not claim we wrongfully dishonored Items we return unpaid on or after the day the account was closed. At our discretion, we have the authority to pay an otherwise properly payable check, which is presented after the closing of your account.

**Wire Transfers and Automated Clearing House (ACH) Transactions.** This Agreement is subject to Article 4A of the Uniform Commercial Code – Funds Transfers in effect in the state of Mississippi. If you send or receive a wire transfer, you agree that Fedwire may be used. Federal Reserve Board Regulation J is the law that covers transactions made over Fedwire. When you originate a funds transfer in which Fedwire is used, and you identify by name and number the beneficiary financial institution, an intermediary financial

institution, or 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. You agree that we are not required to notify you of any incoming wire transfer or other electronic transfer of funds in the Account. You agree that any notice of such a transfer that we may give you shall not impose any duty on us to notify you of any other such transfer.

If you are a party to an Automated Clearing House (ACH) entry, you agree to be bound by the rules and regulations of the National Automated Clearing House Association (NACHA) Operating Rules, Rules of any local ACH, and the rules of any other system through which the entry is made, including, but not limited to:

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

**NOTICE OF RECEIPT.** Under the operating rules of the National Automated Clearing House Association (NACHA), which are applicable to ACH transactions involving your account, we are not required to give next-day notice of receipt of an ACH Item, and we will not do so. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you.

**Statements.** We will provide you with a periodic statement showing the account activity since the date of the last periodic statement. We will send the statement to the address in our records for you, and you are considered to have received the statements upon mailing, whether or not you actually receive them. If you have asked us to hold your statement, you are considered to have received the statement when we make it available for you to pick up. You must examine your statement of account immediately upon receipt of the statement or after it is otherwise made available to you. If you discover (or reasonably should have discovered) any unauthorized payments, alterations, errors, or Items that are otherwise not properly payable, you must promptly notify us in writing of the relevant facts. If you fail to examine your statement and notify us, we will not be responsible for any loss suffered by you. The loss could be not only with respect to Items on the statement but also includes other Items forged or altered by the same

wrongdoer. You agree that the time you have to examine your statement and report to us will depend on the circumstances, but that such time will not, in any circumstance, exceed a total of thirty (30) days from when the statement is first made available to you. If an Item was altered or drawn without authorization, and it was done so cleverly that a reasonable person could not detect it, and we were not negligent in any way, you will not hold us responsible for the loss.

You further agree that if you fail to report any unauthorized signatures, alterations, forgeries, Items that are not otherwise properly payable, or errors in your account within sixty (60) days of when we make the statement available, you cannot assert a claim against us on any Item(s) in or described on that statement, and the loss will be entirely yours. This sixty (60) day limitation is without regard to whether we exercised ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section. If you do not receive a statement from us, it is your responsibility to advise us that you did not receive a statement. If you do not receive a statement from us because you have failed to claim it 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 after you supply us with a proper address.

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

**Notice.** We can send you communication at the last address you gave us in writing. You will send us communication at our address in this agreement. The postmark or postage meter date, except where this agreement requires that something be "actually received," determines when communication occurred. Notice sent by you to us is not effective until we have received it and have a reasonable opportunity to act on it. Written notice sent by us to you is effective when mailed to the last address supplied to us in writing. You will notify us immediately of any change in your name, address, telephone number, or taxpayer identification number.

**Account Type and Payment of Interest.** The account type is noted on the signature card. If a demand account, it will not earn interest. If a savings or negotiable order of withdrawal (NOW) account, we reserve the right to require seven days' written notice before any withdrawal. If a NOW account, if any entity not allowed by federal regulations to have such an account becomes an owner, we will convert



the account into a checking or savings account. We have given you disclosures explaining applicable transaction limits, fees, interest, rates, and balance requirements. You agree that our fees and charges need not be based upon the cost of providing the service or administering the event to which the fee or charge is associated, but may be based on other considerations such as the expense of providing account services, generally similar charges of other financial institutions with which we compete, revenues to the bank, and the deterrence of abuse of an account.

**Cashing Checks.** If a payee of a check you have written wants to cash the check in any of our offices, we may require identification satisfactory to us. If the payee does not have a deposit relationship with us, we may charge a fee for cashing the check, or we may refuse to cash the check. From time to time, we may also impose other identification requirements, such as a fingerprint, that we consider appropriate. We have no liability to you for refusing to cash the check or charging a check-cashing fee.

**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 Schedule of Fees as may exist from time to time. You agree that we may in our discretion amend our Schedule of Fees and your continued use of the account after receipt of an amendment constitutes your agreement to be bound by the amended terms. We may deduct fees and other amounts you owe us under this Agreement from your accounts with us at any time without prior notice. If there are not enough funds in your account to cover the fees and other amounts you owe us, the deduction may result in your account being overdrawn.

**Expenses.** You will pay any expenses we incur in good faith related to this agreement, such as fees on items sent for collection, foreign exchange charges, and unreimbursed research and copying fees when someone requires records about our relationship, and attorneys' fees we incur in good faith because of concerns about the account, whether or not litigation has begun, including such fees through trial and all appeals, plus court costs. You also agree to pay any expenses that we incur, including attorneys' fees in responding to any subpoena, writ, government agency or judicial order, search warrant, or other order, which we may be required to respond to regarding your account or your relationship with us.

**Recording.** You give us permission to record your communications with us. If you authorize someone to do business with us on your behalf, such as by power of attorney, you will be responsible for obtaining their permission to our recording their communications with us.

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

**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 including a notice with or on your statement, by posting a notice of any such changes at our main office, or by whatever notice requirements that may be required by law. If you use the account after the effective date of a change, that indicates your acceptance of the changes.

**Restrictions on Internet Gambling.** In accordance with the requirements of the Unlawful Internet Gambling Enforcement Act of 2006 and Regulation GG (12 CFR Part 233), restricted transactions are prohibited from being processed through your account or relationship with BankPlus. Restricted transactions are transactions in which a person accepts credit, funds, instruments, or other proceeds from another person in connection with unlawful Internet gambling.

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

**Our Rights.** You agree that our rights under this agreement are cumulative, not exclusive. We may exercise any of them without giving up the right to exercise others, and our election on one or more occasions to not exercise some right we have will not affect our ability to exercise that right in the future.

**Severability.** If any of the terms of this Agreement conflict with applicable law and are declared to be invalid and unenforceable, those terms will be ineffective to the extent of the conflict and the applicable law will govern. The remaining provisions will remain unaffected.

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

**Liability.** You agree that we shall not be liable for indirect, special, or consequential damages regardless of the form of action and even if we have been advised of the possibility of such damages.

**Indemnification.** You will indemnify us against, and hold us harmless from, any and all losses, damages, costs, and attorney fees that we incur because of your failure to abide by any of the terms of this agreement.

**Applicable Laws, Jurisdiction, Venue, and Regulations.** This Agreement and your deposit relationship with us will be governed by the substantive laws (excluding laws of conflict) and regulations of the United States of America, and the state in which your account is established, except that Mississippi law will govern the maximum interest rate that may be payable to us. We reserve our rights with respect to preemptive effect of the applicable federal laws and/or regulations. To the extent this Agreement conflicts with any applicable provision of the Uniform Commercial Code in any state, this Agreement shall control; otherwise, this Agreement supplements but does not displace the Uniform Commercial Code of the state of the deposit or the state where the deposit is located. In the event of conflict between this statement and any applicable disclosure statement we have given you pursuant to the requirements of any law, such as the federal Electronic Funds Transfer Act, the federal Truth-in-Savings Act, the federal Expedited Funds Availability Act, or the Check Clearing for the 21st Century Act, the provisions of such disclosure statement shall control. We do not have to notify you of these changes unless required to do so by law. You will not hold us liable for anything we do or decline to do based on a good faith belief that it is required by law or regulation. The courts of the state have jurisdiction of any dispute in connection with this agreement. You agree that venue will be proper in the courts of Mobile, Alabama, or Baton Rouge, Louisiana, or Madison County, Mississippi, as the case may be.

**ARBITRATION OF DISPUTES.** ANY DISPUTE RESULTING FROM OR ARISING OUT OF THE ACCOUNT, OR ANY ASPECT OF THE RELATIONSHIP BETWEEN THE PARTIES, HOWSOEVER SUCH RELATIONSHIP MAY BE BASED AND EVEN THOUGH THE ACCOUNT BE CLOSED AND THIS AGREEMENT TERMINATED, SHALL BE RESOLVED BY SUBMISSION TO BINDING ARBITRATION, TO BE ADMINISTERED BY AN ARBITRATOR TO BE MUTUALLY AGREED UPON BY BORROWER(S) AND THE BANK. IN THE EVENT AN ARBITRATOR CANNOT BE MUTUALLY AGREED UPON, THEN BORROWER(S) AND THE BANK SHALL EACH DESIGNATE A LIST OF UP TO THREE ARBITRATORS, FROM WHICH LIST THE OTHER PARTY SHALL CHOOSE ONE. THE TWO ARBITRATORS SO CHOSEN SHALL THEN SELECT A THIRD ARBITRATOR MUTUALLY AGREEABLE TO THEM, WHO SHALL ARBITRATE THE DISPUTE. IN THE EVENT AN ARBITRATOR CANNOT BE SELECTED THROUGH THE FOREGOING MEANS, THEN EITHER PARTY MAY PETITION THE PROPER COURT IN ALABAMA, LOUISIANA, OR MADISON COUNTY, MISSISSIPPI, AS THE CASE MAY BE, TO

SELECT AN ARBITRATOR DEEMED COMPETENT TO ARBITRATE THE DISPUTE. SUCH ARBITRATION SHALL TAKE PLACE IN MOBILE, ALABAMA, OR BATON ROUGE, LOUISIANA, OR MADISON, MISSISSIPPI, AS THE CASE MAY BE, AND SHALL BE ADMINISTERED IN ACCORD WITH THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION APPLICABLE TO ARBITRATION OF COMMERCIAL DISPUTES. THE ARBITRATOR SHALL BE PAID BY THE PARTIES FOR SERVICES AS ARBITRATOR AT A RATE OR FEE TO BE AGREED UPON IN ADVANCE OF THE ARBITRATION, PROVIDED, HOWEVER, THAT THE BANK SHALL PAY THE FIRST \$300 OF FILING FEES OR OTHER COSTS. THE ARBITRATOR MAY ALLOCATE FEES AND OTHER ARBITRATION COSTS AMONG THE PARTIES. THE DECISION AND AWARD, IF ANY, OF THE ARBITRATOR, WHICH SHALL BE IN WRITING, SHALL BE FINAL AND BINDING AND MAY BE ENTERED AS A JUDGMENT IN ANY STATE OR FEDERAL COURT HAVING JURISDICTION. THE ARBITRATOR'S AWARD MAY IN NO CASE INCLUDE AN AMOUNT FOR PUNITIVE DAMAGES, AND NO COMBINATION OF CLAIMANTS SHALL BE ALLOWED TO PARTICIPATE IN THE ARBITRATION AS A CLASS OR THROUGH ANY TYPE OF CLASS ACTION.

Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

**THIS IS AN AGREEMENT TO SETTLE DISPUTES BY BINDING ARBITRATION, REPLACING THE RIGHT TO HAVE SUCH MATTERS DETERMINED BY A COURT, EITHER WITH OR WITHOUT A JURY, AND WAIVING ANY RIGHTS TO PUNITIVE DAMAGES OR CLASS ACTIONS.**

Customer's signature on the related Signature Card constitutes Customer's acceptance and adoption of the provisions hereof.

# DISCLOSURES AND AGREEMENTS FOR ACCOUNTS

(Applicable to All Accounts unless otherwise noted)

## PRIVACY NOTICE

The following applies to all business checking products:

FACTS: WHAT DOES BANKPLUS DO WITH YOUR PERSONAL INFORMATION?	
<b>WHY?</b>	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.
<b>WHAT?</b>	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>• Social Security number and credit history</li> <li>• Account balances and payment history</li> <li>• Overdraft history and checking account information</li> </ul> <p>When you are no longer our customer, we continue to share your information as described in this notice.</p>
<b>HOW?</b>	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 BankPlus chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does BANKPLUS 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 with 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

<b>QUESTIONS?</b>	Call 1-888-811-7587 or go to <a href="http://www.BankPlus.net/privacy-policy/">www.BankPlus.net/privacy-policy/</a>
-------------------	---

What We Do	
<b>How does BANKPLUS protect my personal information?</b>	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.
<b>How does BANKPLUS collect my personal information?</b>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>- Apply for a loan or open an account</li> <li>- Pay your bills or deposit money</li> <li>- Show your driver's license</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>- Sharing for affiliates' everyday business purposes - information about your creditworthiness</li> <li>- Affiliates from using your information to market to you</li> <li>- Sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p>

Definitions	
<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>- <i>BANKPLUS does not share with our affiliates.</i></li> </ul>
<b>Nonaffiliates</b>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>- <i>BANKPLUS does not share with nonaffiliates so they can market to you.</i></li> </ul>
<b>Joint marketing</b>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>- <i>Our joint marketing partners include our financial service providers such as credit card and insurance companies.</i></li> </ul>

## DISCRETIONARY OVERDRAFT SERVICE DISCLOSURE

This Discretionary Overdraft Service Disclosure ("Disclosure") sets forth the description of the overdraft service provided by BankPlus ("we, us, our") to you. This service is not available if you are under the age of 18 or if you have a CreditPlus account with us. An overdraft (overdraft/negative available balance) may result from A) The payment of checks, electronic funds transfers, or other withdrawal requests you initiate; B) Payments authorized by you; C) The return of unpaid items deposited by you; D) Charging your account for our applicable service charges and fees; E) The deposit of items to your account which, according to our Funds Availability Policy are treated as not yet "available" or "finally paid" when the balance in the account is not sufficient to pay the items ("Insufficient Funds").

After opening your eligible account (or when you turn 18 years old), you are automatically enrolled in the Discretionary Overdraft Service (as defined below and subject to the terms of this disclosure). The Discretionary Overdraft Service may not, however, be immediately available for your account. After your account is opened, BankPlus performs an analysis on enrolled accounts to determine if it is financially sound to honor items that may cause an overdraft situation for each account. The account criteria analyzed for your use of the Discretionary Overdraft Service includes, but is not limited to: 1) age of account; 2) deposit balances; 3) deposit regularity and frequency; 4) previous overdraft activity; 5) account status relating to any legal or administrative order or levy; 6) status of loan obligations you have with us; and 7) any pending transactions or activity on your account. **Notwithstanding the foregoing, we are not obligated to pay any item initiated for payment against your account if your account does not contain a sufficient available balance to pay the items as the term "available balance" is defined in your Deposit Account Agreement.** Upon enrolling in the Discretionary Overdraft Service, rather than automatically returning, unpaid, all items that are presented for payment when there are Insufficient Funds to pay the items as a discretionary service to you and to help avoid the significant fees that may be charged by third parties for unpaid items, BankPlus may, in its sole discretion, pay your items and create an overdraft in your account. If you are a consumer, the Discretionary Overdraft Service does not apply to ATM transactions and one-time check card purchases unless you Opt In under Regulation E, as discussed at the bottom of this disclosure. If you are a consumer and Opt In under Regulation E, the Discretionary Overdraft Service will apply to ATM transactions and one-time check card purchases.

The discretionary overdraft limit, plus any amounts accessible through an Overdraft Protection Plan less any pending transactions or account activity, will be added to your current balance and is stated as your available balance at the specific time you make a balance inquiry by phone, online banking, or in person at a branch location. Notwithstanding the foregoing, your

available balance, which includes the discretionary overdraft limit, is constantly changing based on the criteria analyzed (and mentioned above) and may not be the same as the available balance when you make a payment or transaction on your account. You acknowledge that the discretionary overdraft limit added to your current balance and stated as your available balance may decrease or cease to be available at any time and without notice by us to you. Neither the discretionary overdraft limit nor the amount available under an Overdraft Protection Plan will be included in your available balance when you make a balance inquiry at an ATM.

Our normal fees and charges including, without limitation, our non-sufficient funds (NSF) or overdraft (OD) fees, as set forth in our Schedule of Fees, will be charged for each transaction (potentially multiple times if the transaction is presented for payment more than once), including ATM withdrawals and everyday debit card transactions, if you are a consumer and you opt-in, initiated for payment from your checking account that does not have a sufficient available balance before adding funds through the Discretionary Overdraft Service. If your account is a consumer account established primarily for personal, family, or household purposes ("Consumer Account"), there is a maximum of five (5) OD fees per day per account. There is no limit to the number of NSF fees that you may incur per day and you may incur multiple NSF fees per transaction if the transaction is presented multiple times and you have Insufficient Funds in your account. Typically, we will charge our normal NSF for items that we return or an OD fee if we approve an overdraft item for payment. If your account is a Consumer Account, we will not assess a OD fee 1) on any transaction, if paid, \$1.00 or less, or 2) if the transaction(s), if paid, will overdraw the available balance of your account by \$5.00 or less. However, if the transaction(s), if paid, will overdraw the available balance by more than \$5.00, we will assess an OD fee for each transaction up to the maximum of five (5) OD fees per day per account. In addition to applicable OD fees, we will assess a daily overdraft charge on the overdrawn balance calculated at a rate of 8% per annum.

BankPlus is not obligated to pay any items (such as checks, ATM withdrawals, Point of Sale (POS) or debit card transactions, preauthorized debits, or any other electronic or paper transactions) presented for payment if your account does not contain a sufficient available balance. Furthermore, our assessment of NSF or OD fees, daily overdraft charge, or service charges, does not obligate us to pay any NSF item presented for payment nor does it obligate us to provide you written notice of the decision to refuse payment.

Pursuant to your Deposit Account Agreement, you are responsible for the amount of any overdraft and applicable fees created as the result of your initiation of a transaction when the available balance in your account is not sufficient to pay the item. It is your obligation to keep your account in good standing with

BankPlus, and to bring your account to a positive balance immediately should an overdraft situation occur, without notice or demand from us. You can avoid fees for non-sufficient funds and the possibility of returned checks or other items by ensuring that your account contains a sufficient available balance for all your transactions. Banking services that may assist you to avoid overdrafts and returned items include automatic transfers from an existing savings, money market or other checking account, and/or transfers from an overdraft line of credit (which is offered to qualified accounts). If at any time you feel you need help with your financial obligations, please contact a BankPlus representative at 1-888-811-PLUS (7587) outside Metro Jackson or 601-664-PLUS (7587) in the Metro Jackson area.

If you would prefer that we not honor any items when the available balance of your account is not sufficient to pay items, you may decline this discretionary service by contacting us and expressing this preference and completing a "Decline" form. Even if you instruct us not to authorize an overdraft, however, there are circumstances when we will pay an NSF item and create an overdraft, such as when you request that we do so as to a specific item, when an item that is credited to the account is subsequently returned unpaid, payment of fees related to the account that have been disclosed, entries made to correct account errors, or other circumstances when we are obligated to pay an item. You are fully aware that without this discretionary service or some other form of overdraft protection, any items presented that would overdraw the account if paid may be returned unpaid with the applicable NSF fee charged to the account for each item.

Your Deposit Account Agreement prescribes your, our and any authorized signatory's duties, obligations and rights with regard to the account. The terms of the Deposit Account Agreement are hereby incorporated by reference and made a part of this Disclosure and supersedes this Disclosure in any potential conflict. Our Discretionary Overdraft Service is available only for eligible checking accounts. Consult a BankPlus Representative if you have questions about eligibility. We may in our sole option and discretion, limit the number of your accounts eligible for this discretionary overdraft service to one account per household and/or one account per taxpayer identification number.

**We may refuse to pay an overdraft for you at any time, even though your account is in good standing and even though we have previously paid overdrafts for you. Our Discretionary Overdraft Service does not constitute an actual or implied agreement or obligation between you and us to pay any items that may overdraw your account. Our Discretionary Overdraft Service represents a courtesy or privilege that we may provide to you from time to time and which may be withdrawn or withheld by us at any time without prior notice or reason or cause.** The amount of available overdraft coverage, if any, may fluctuate from time to time based on the above criteria.

**HOW CAN I AVOID OVERDRAFT FEES?** Overdraft fees can be costly and we encourage you to avoid them by ensuring that you always have more money deposited in your account than the sum of all payments and transactions you make from your account, using your check register to write down all of your transactions, using e-BankPlus to monitor your account and establish balance alerts, using CallPlus to monitor your account, logging the transactions of others authorized to use the account, balancing your checkbook monthly, noting the date of automatic transfers and drafts, using direct deposit so you receive your money quickly and safely, and establishing Overdraft Protection transfers.

**WHAT IS THE DIFFERENCE BETWEEN MY CURRENT AND AVAILABLE BALANCES?** Your current balance reflects all of your deposits and withdrawals that have posted to your account as of the previous night. Your available balance is your current balance plus or minus pending transactions (such as certain cash deposits, certain teller transactions, debit card transactions or ATM withdrawals) that have not yet posted to your account, and minus any holds that we have placed on your account. Overdraft protection and your discretionary overdraft limit are added to your available balance when we are determining whether your available balance is sufficient to pay transactions, unless the transaction is a one-time debit card transaction or an ATM withdrawal and you have not opted in. The discretionary overdraft limit, plus any amount you have available under an Overdraft Protection Plan, will be added to your available balance when you make a balance inquiry by phone, online banking, or in person. Neither the discretionary overdraft limit nor the amount available under an Overdraft Protection Plan will be added to the available balance when you make a balance inquiry at an ATM. The assignment of a discretionary overdraft limit does not mean that we will pay Items in the overdraft. Note: On e-BankPlus, current balance is labeled account balance

**IF I AM PROVIDED WITH A DISCRETIONARY OVERDRAFT SERVICE (DOS) LIMIT BUT DO NOT WANT IT ON MY ACCOUNT, WHAT SHOULD I DO?** If you are provided with a DOS limit and decide that you would like it removed from your account, you can request to decline by logging on to e-BankPlus personal or by visiting a banking office. Please keep in mind that if you decline and do not establish another form of overdraft protection, items presented may be returned unpaid and you will be charged an NSF fee and possibly merchant fees. No set up or transfer fees apply if you establish account transfers to protect your account from becoming overdrawn. Overdraft protection options also include a line of credit, EquityPlus, and CreditPlus for qualified customers [fees apply].

**I HAVE OTHER BANKPLUS ACCOUNTS THAT I CAN TRANSFER MONEY FROM TO PROTECT MY ACCOUNT FROM BECOMING OVERDRAWN. I ALSO HAVE A DOS LIMIT ON MY ACCOUNT. WHAT IS THE BEST OPTION FOR ME?**

Our goal is to provide information and services to help customers responsibly manage their accounts. If you have another BankPlus account from which a transfer can be made to protect your account from becoming overdrawn, this is called overdraft protection. There are no set up or transfer fees associated with using this option.

If you establish overdraft protection and you also have a DOS limit, if items are presented for payment against your account and funds are not available to cover these items, overdraft protection will attempt to transfer funds from the account you selected to cover the items. If there are not enough funds available from your transfer account(s) to cover the items and you do not have a line of credit, EquityPlus, or CreditPlus, your DOS limit will be used to cover any remaining amounts if we decide to pay the items and an overdraft fee may be charged in the amount set forth in our Schedule of Fees.

If payment of these items does not cause your consumer account balance to become overdrawn by \$5 or more, no overdraft fee will be charged. However, if payment of these items causes your account balance to become overdrawn by \$5 or more, you will be charged an overdraft fee in the amount set forth in our Schedule of Fees for each item paid. Your consumer account will not be charged more than five (5) overdraft fees in one business day. Any items not paid will be returned and a fee for Non-Sufficient Funds (NSF) in the amount set forth in our Schedule of Fees will be charged to your account for each item returned. There is no limit on the number of NSF fees that may be charged to your account in one business day.

**WHY ARE MY ATM TRANSACTIONS AND ONE-TIME CHECK CARD PURCHASES TREATED DIFFERENTLY THAN MY OTHER TRANSACTIONS?**

Consumer Financial Protection Bureau (CFPB) Regulation E (Reg. E) requires that all financial institutions obtain a consumer customer's consent before paying ATM transactions and one-time check card purchases in the overdraft. You can either opt in or opt out of the Reg. E requirement.

**IF YOU ARE A CONSUMER AND OPT IN UNDER REG,** we will attempt to cover your ATM transactions and one-time check card purchases when the computer processor is offline or online and funds are not available in your account to cover these types of transactions.

**IF YOU ARE A CONSUMER AND OPT OUT UNDER REG. E, OR DO NOT OPT IN,** and the computer processor is offline,

or the computer processor is online and you do not have funds available in your account to cover an ATM transaction or one-time check card purchase, the transaction will be declined. *Example: The computer processor is offline and you are attempting to purchase groceries or dinner at a restaurant. Because the balance in your account cannot be verified at the time of the transaction, it will be declined even if sufficient funds are available in your account to cover the transaction. This is our way of ensuring that we honor your opt out election.*

**HOW DO I OPT IN AND/OR OPT OUT UNDER REG. E AND THE DOS?**

- **Opting In:** If you previously opted out of the DOS or if you never opted in to the overdraft service for ATM transactions and one-time check card purchases under Reg. E, you may opt in to the DOS and overdraft service for ATM transactions and one-time check card purchases under Reg. E in one of the following ways: (a) Call Us at 1-888-811-PLUS (7587) or 601-664-PLUS (7587) or (b) visit any branch location and request to opt in of overdraft protection.
- **Opting Out:** If you are enrolled in the DOS or if you previously opted in the overdraft service for ATM transactions and one-time check card purchases under Reg. E and you wish to opt out, please contact us in one of the following ways: (a) Call Us at 1-888-811-PLUS (7587) or 601-664-PLUS (7587) or (b) visit any branch location and request to opt out of overdraft protection. Once you opt out of the DOS or the overdraft service for ATM transactions and one-time check card purchases under Reg. E, you will no longer have access to the applicable service and the Bank will automatically return and will not pay, all overdraft items that are presented for payment.

**FUNDS AVAILABILITY POLICY DISCLOSURE REGULATION CC INITIAL 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 BANKPLUS.

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 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\*\*
- Checks drawn on us

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 BANKPLUS, 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.

**CASH WITHDRAWAL LIMITATION.** We place certain limitations on withdrawals in cash. In general, \$225.00 of a deposit of checks is available for withdrawal in cash on the first Business Day after the day of deposit. In addition, a total of up to \$450 of other funds becoming available on a given day is available for withdrawal in cash at or after 5:00 p.m. on that day. Any remaining funds will be available for withdrawal in cash on the following Business Day.

**LONGER DELAYS MAY APPLY.** In some cases, we will not make all of the funds that you deposit by check available to you according to the previously stated availability schedule. Depending on the type of check that you deposit, funds may not be available until the second Business Day after the day of your deposit. The first \$225.00 of your deposits, however, may be available on the first Business Day after the day of deposit.

If we are not going to make all of the funds from your deposit available to you according to the previously stated availability schedule, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit. If you will need the funds from a



## SCHEDULE OF FEES

Account Reconciliation	\$10.00
ACH Block	\$25 per month
Balance inquiry fee at non-BankPlus ATM	\$1.00
Close Account Fee	\$10.00
Collection Item Fee	\$2 Per \$100 With \$10 Min & \$20 Max
Escheated Account Fee	\$75.00
Fax Per Page	\$1.00
Garnishment	\$25 per account
Legal Document Review Fee – Initial Review of Documents	\$150 per court order
Per court order establishing court-ordered restricted guardianship accounts	
Legal Document Review Fee – Review of Legal Documents	\$75 per court order
Authorizing court-ordered withdrawals from restricted guardianship accounts	
Levy	\$100 per account
Lost CheckCard Fee	\$5.00
Monthly Dormant Fee	\$10.00
Non-Sufficient Funds Fee – Items Returned	\$36.00
Notary Fee	\$2.00
Overdraft Fee – Items Paid <sup>1,2</sup>	\$36.00
Overdraft created by check, in-person withdrawal, ATM withdrawal, or other electronic means	
Daily Overdrawn Balance Fee <sup>3</sup>	00.02192% Daily Periodic Rate
Consumer and Commercial Accounts	
Daily Uncollected Balance Fee <sup>4</sup>	00.02192% Daily Periodic Rate
Commercial Accounts Only	
Post Dated Order	\$36.00
Quick Statement Per Page	\$1.00
Research Per Hour	\$50.00
Research Per Page	\$2.00
Return Mail Processing Fee	\$10.00
Returned Deposited Items	\$10.00
Re-Deposit Fee	\$3.00
Safe Deposit Box Drilling Fee	\$300.00
Safe Deposit Box Re-Key Fee	\$50.00
Safe Deposit Box Invoice Fee – Paper Invoice	\$10.00
Safe Deposit Box Late Fee	\$20.00
Stop Payment Order	\$36.00
Telephone Transfer Fee	\$2.00
Teller Check	\$10.00
Verification Letter	\$5.00
Wire Transfers	
Incoming (Regardless of Source)	\$20.00
Domestic (Outgoing)	\$25.00
International Wire (Outgoing)	\$90.00
Withdrawal at Non-BankPlus ATM	\$2.00

1. We will not assess an OD fee on consumer accounts if the transaction amount is less than \$1.

2. There is a maximum of five (5) Overdraft (OD) fees per day on consumer accounts. We will not assess an OD fee on consumer accounts if the overdrawn balance is less than \$5. If the overdrawn balance is \$5 or more, we will charge for every item that causes the negative balance up to the maximum of five (5) OD fees per day per account. There is no limit to the number of NSF fees you may incur per day.

3. If, on any day, your deposit account is overdrawn, you will be charged a fee equal to the overdrawn amount multiplied by the daily periodic rate.

4. If, on any day, we pay checks against uncollected funds (deposits which you have made but for which we have not received final payment) you will be charged a fee equal to the total amount of uncollected funds used multiplied by the daily periodic rate.

For the most up-to-date information on the BankPlus and First Bank and Trust conversion, please visit the Online Resource Center at **[bankplus.net/FBT](https://bankplus.net/FBT)**.

For live customer support, call First Bank and Trust at **1-877-426-2498** until close of business on August 19, 2022. After August 19, call BankPlus at **1-888-811-PLUS (7587)** or TTY **1-888-226-5758**.