



Deposit Agreement, Disclosures & Fees

FOR PERSONAL AND BUSINESS ACCOUNTS

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Deposit Account Agreement

General Provisions

This Deposit Account Agreement (unless varied or supplemented by other documents we give you) governs the operation of your account. 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. You understand that this Agreement governs your account with us, along with any other documents applicable to your account or that we give you in connection with a withdrawal from your account, including our Privacy Policy, Truth in Savings Disclosure, Miscellaneous Service Fees, Signature Card, Funds Availability Disclosure (transaction account only), Substitute Checks and Your Rights Disclosure (transaction accounts only), Electronic Funds Transfers Disclosure (only on accounts established primarily for personal, family or household purposes), and remittance transfer disclosures (only on a wire transfer requested by a consumer, primarily for personal, family or household purposes, to be received by a person or organization at a location in a foreign country), each of which is incorporated herein by reference. By signing the Signature Card, opening an account, making a deposit to or withdrawal from the account, or maintaining the account after getting a copy of this Agreement, you agree to be bound by the terms of this Agreement.

Definitions. The terms “you” and “your” refer to the owner(s) of a Trustmark deposit account and the terms “Trustmark”, “Bank”, “we”, “us” and “our” refer to Trustmark National Bank. “Item” is any check, draft, withdrawal, transfer or order for the payment of money, oral or written, in electronic or other form (including, but not limited to, transfer or withdrawal by ATM, debit card, ACH, wire, online banking, etc.). “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. “Agreement” means this Deposit Account Agreement.

Applicable Law. Your account is governed by applicable federal law and regulation, by clearinghouse rules, and by the law of the state in which you opened your account, without regard to that state’s conflict of law provisions. If your account was opened via an online process, you agree that your account was opened in Mississippi and that Mississippi law governs your account; however, if you reside in a state in which we have branch locations and your account was opened via an online process, the law of the state in which you reside governs. To the extent that this Agreement varies the provisions of the Uniform Commercial Code, this Agreement controls; otherwise, this Agreement supplements (but does not displace) the Uniform Commercial Code. Changes in applicable laws and regulations may modify the terms and conditions of your account. We do not have to notify you of such changes, unless required to do so by law.

Waiver of Jury Trial. You agree that YOU WAIVE YOUR RIGHT TO A JURY TRIAL in any dispute with us. Such disputes may be tried before a judge only. A suit related to this Agreement must be filed in a federal court located in or a state court of Mississippi or the state in which your account was opened.

Your Indemnification of Us. You agree to indemnify us against, and hold us harmless from, any and all losses, damages, costs, and attorneys fees that we incur because of your failure to abide by any of the terms of this Agreement.

Limits on Our Liability. You agree that we have no liability for anything we do or decline to do if based on a good faith belief that it is required by law or regulation. You agree that WE SHALL NOT BE LIABLE FOR PUNITIVE, INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES regardless of the form of action and even if we have been advised of the possibility of such damages. We shall not be liable for the failure to provide (or the delay in providing) services if the failure or delay is caused by electrical, computer, mechanical or telecommunications failure, legal constraint, act of God, act of governmental authority, war, terrorism, fire, catastrophe, failure of a correspondent or agent, or any other cause beyond our control.

No Waiver; Severability. You 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. 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. If any term(s) of this Agreement conflicts with applicable law and is declared invalid or unenforceable, that term(s) will be ineffective to the extent of the conflict and applicable law will govern. The remaining provisions will be unaffected.

Right to Amend this Agreement. We have the right to amend this Agreement at any time. We will give you notice of the amendment. If you use or maintain your account after the effective date of an amendment, you agree to the amendment.

Notice. We can give you notice by electronic delivery (if you have agreed to accept electronic delivery), by personal delivery, or by mail. Notice from us to you is effective when (1) posted on our website or electronically submitted to the email address in our records for you (if you have agreed to accept electronic delivery), (2) personally delivered to you, or (3) put in the mail, postage prepaid, addressed to your statement mailing address or to the mailing address for you in our records if you do not have a statement mailing address. Notice from us to any of you is notice to all of you. Notice from you to us must be in writing and must be mailed to Trustmark Customer Contact Center, P.O. Box 291, Jackson, MS 39205-0291. (If this Agreement allows you to give us oral notice, you may give that notice to a branch employee or you may call our Customer Contact Center.) Notice sent by you to us is not effective until we have received it and have a reasonable opportunity to act on it.

Duty to Notify Us of Changes in Contact Information. You agree to notify us immediately of any change in your name, address, e-mail, phone number, or taxpayer identification number.

General Rules Applicable to Your Account

1. Deposits. Deposits may be made at our branches, by mail, or by any other method we make available, such as our night depositories and full service automated teller machines (ATMs). Until we are in actual receipt of your deposit, we are not responsible for deposits made by mail, night depository, ATM, or through some other depository not staffed by our authorized employees. If you use any of our night depositories, you do so solely at your own risk. We are not liable for any deposit in the night depository until we issue a written duplicate deposit ticket or other receipt acknowledging the deposit. We may refuse to accept particular checks or Items as a deposit to your account.

Federal law prohibits deposits (including, but not limited to, checks, wire transfers, ACH Credits, credit and/or debit card entries) arising out of illegal Internet gambling to a commercial customer’s deposit account. We are required by law to enforce the prohibition. We may (i) monitor deposit accounts, (ii) block or reject any such deposit to or payment from deposit accounts, and/or (iii) close an account if we think that a prohibited or illegal deposit is or has been made or attempted. All transactions received on a non-Business Day or received after our “cut-off time” on a Business Day will be treated and recorded as if initiated or received on the next Business Day. Our Funds Availability Disclosure addresses the “cut-off time” and controls the determination of the Business Day on which deposits are (1) deemed received by us and (2) available for withdrawal. Deposits may be subject to fees and charges.

When we receive your deposits, we may provisionally credit your account for the amount declared on the deposit slip, subject to later verification by us. You must ensure that the amount declared on the deposit slip is correct, even if you did not prepare the deposit slip. You are liable for losses caused by incorrect information on a deposit slip. If we later determine that the amount declared on the deposit slip is incorrect, we may adjust (debit or credit) your account. If the error in completing the deposit slip was inadvertent and is less than our standard adjustment amount, we may not adjust your account. We may change our standard adjustment amount from time to time without notice to you. Our record is conclusive proof of whether we have received a deposit and the amount of a deposit.

All Items presented for deposit must be in a format that can be processed in our normal operations and we may refuse to accept any Item that does not meet this requirement.

If an Item 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 provisionally credit your account and will not credit that kind of deposit until receiving the proceeds in United States currency.

If you create or deposit a Remotely Created Check ("RCC"), as that term is defined in Federal Reserve Board Regulation CC, you warrant to Bank that the person on whose account the RCC is drawn authorized the issuance of the RCC in the amount stated on the RCC and to the payee stated on the RCC. You agree to indemnify us for all losses arising out of the deposit of a RCC. If an RCC that you deposit is returned to us, we can deduct from your account the amount of that RCC regardless of when it is returned to us.

You agree to properly endorse all Items you deposit. All endorsements on the reverse side of any Item deposited into your account must be placed on the left side of the Item when looking at it from the front, and must be placed so as to not go beyond an area located 1 1/2 inches from the left edge of the Item, when looking at it from the front. You are also responsible to make sure at the time you issue any Item that the format is such that there will be no writing whatsoever on the reverse side of the Item placed beyond an area located 1 1/2 inches from the left edge of the Item 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. You agree to indemnify us if we get a claim arising out of or related to an endorsement. You agree not to deposit a substitute check into your deposit account at Trustmark unless the substitute check is a returned deposit item on one of your deposit accounts. (In other words, you deposited an original check in your Trustmark account or your account at another financial institution. The original check was replaced with a substitute check during the collection process and was ultimately returned unpaid to your account.) If you deposit or redeposit a 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 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. You also warrant to us that (a) no one will be asked to pay the substitute check if it has already been paid and (b) the substitute check is an accurate image of (has all the information that was on the front and back of) the original check and bears the legend: "This is a legal copy of your check. You can use it the same way you would use the original check." If a check drawn on your account is replaced with a substitute check and if payment is requested more than once, we are not liable for wrongful dishonor if Trustmark does not pay the original check and/or the substitute check(s).

If an amount from the federal or state government is directly deposited into your account and if the government for any reason reverses the deposit or seeks the return of the amount deposited, you authorize us (at our option and without prior notice and without liability to you) to deduct from your account all or part of that amount and/or the debt owed to the government even if it results in dishonor of Item(s) drawn on your account. If any Item you deposit to your account or you cash is returned unpaid, we have the right to debit your account for the amount of such Item and adjust any related interest earned even if the debit and/or adjustment results in dishonor of Items and/or overdrafts. 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 (such as a notice of return) even if the actual Item has not been returned. You waive presentment, notice of dishonor and protest. You will, in any event, be liable to us for the amount of any Item you deposit to your account or receive cash that is returned unpaid, plus our costs and expenses associated with collection of all or any part of such amount from you, including reasonable attorneys' 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 deposited or cashed Item to your account on which there is an encoding error or 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, Items for which you do not have good title, or Remotely Created Checks that were not authorized by the account holder. We shall not be liable for any damages resulting from the exercise of these rights. 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.

2. Collection of Deposited Items. In receiving Items for deposit or collection, we act only as your agent and assume no responsibility beyond the exercise of ordinary care. All Items, 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, including but not limited to the rules of the Electronic Check Clearing House Organization ("ECCHO").

3. Subaccounts. If your account is a demand deposit account or a negotiable order of withdrawal (NOW) account, it will be a master account consisting of two subaccounts: a transaction subaccount and a nontransaction subaccount. The two subaccounts and the transactions between them are for the purpose of improving our efficiency and have no effect on your account or your ability to use it. The amount of interest you earn, the fees you incur, and your periodic account statements are not affected. We will maintain information on the two subaccounts for regulatory reporting purposes only. All statements will consolidate the two subaccounts into the master account and show it as a single account. At the beginning of each statement period, we will allocate the balance in the master account between the two subaccounts based on formulae we can periodically change. All your Items will be posted against the transaction subaccount. If additional funds are needed, we automatically (without charge) transfer available funds from the nontransaction subaccount. If excess funds accumulate in the transaction subaccount, we can transfer them to the nontransaction subaccount. Federal regulations limit preauthorized transfers from the nontransaction to the transaction subaccount to six (6) 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. Use of the nontransaction subaccount as a holding account may resume at the beginning of the next month. The full collected balance in both subaccounts will be available at all times to pay your Items.

4. Right of Setoff. We (without liability and without prior notice to you) may exercise the right of setoff, that is, the right to use funds in your account to pay any debts you owe us now or in the future, either before or after any default, even if it results in dishonor of Items and/or an interest penalty. A debt includes, but is not limited to, an obligation owed to us whether direct or indirect, secured or unsecured, absolute or contingent, joint or several, due or to become due, whether now existing or hereafter acquired by us and wherever payable, and without regard to whether arising as maker, drawer, endorser, or guarantor. If the debt arises from a note that allows acceleration of the amount due under the note, we have the right to accelerate and set off the accelerated amount. We may recover funds you owe us from any of your accounts with us. For accounts with more than one owner, we may treat any name on the account as the sole owner of that account and we may exercise this right to pay individual debts of any owner. Unless otherwise prohibited by law, if you (or any of you) are the sole proprietor, a general partner or sole shareholder 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 said business. We will not be liable if our setoff causes your withdrawals or Items to be dishonored or returned unpaid. You agree to release us and hold us harmless from claim(s) arising out of and/or related to our exercise of our right of setoff.

5. Security Interest. You hereby grant us a security interest in all funds on deposit at any time in the account. The security interest covers all present and future debt you (including any joint depositor or partner) owe to us. This security interest is consensual and is in addition to our right of setoff. If this is a joint account and any of the joint account holders owes a debt to us at the time of his or her death, any right of survivorship is subject to this security interest.

6. Legal Process. We (without liability and without prior notice to you) may accept, act on and/or comply with any legal process that we believe to be valid, whether served in person, by mail, or by facsimile transmission at any of our offices. Also, we (without liability and without prior notice to you) may refuse to allow any withdrawals or to honor any Items on the account until the dispute or matter is resolved. "Legal process" includes (but is not limited to) a subpoena, restraining order, injunction, writ of attachment or execution, sequestration, levy, garnishment, child support order, tax withholding order, search warrant, seizure, forfeiture or other similar order or procedure relating to you and/or your account. We may charge your account a legal process fee for each legal process. You agree to pay our fees and expenses for research and copying of documents and all other expenses (including administrative expenses and attorneys' fees) we incur due to any legal process related to you and/or your account. We (without liability and without prior notice to you) may deduct these fees and expenses from any of your accounts even if the deduction results in dishonor of Items and/or the creation of an overdraft. Any legal process against you and/or your account is subject to our right of setoff and our security interest in the account. If a bankruptcy or similar proceeding is filed by or against any of you, we (without liability and prior notice to you) can place an administrative hold on part or all of the balance while we seek to have the automatic stay lifted or pending a turnover order.

7. Withdrawals from Your Account. You agree that any one of you (or any authorized signer or any person authorized by you to do transfers, withdrawals or transactions on your account) may withdraw or transfer all or any part of the funds in your account. If you open a joint account but do not give us a Signature Card signed by all account owners, you agree that we may (but are not required to) process and pay Items signed or authorized by a joint account owner even if he or she has not signed the signature card given to us. If you authorize others to make transfers or payments online, you agree that those persons do not have to be authorized signers on your account. If you require more than one signature on your checks or more than one authorization on your Items, you agree that such a requirement is for your sole internal benefit and that you will indemnify us for all liability arising out of and/or related to such a requirement. You acknowledge and agree that we (without liability) will not examine Items for multiple signatures and will not return Items that have only one signature or one authorization. We will pay Items that contain only one authorized signature even if there is language on the Item stating that multiple signatures are required for payment. If your account is opened via an on-line process and you have not returned the Signature Card to us, the provisions of Section 8 also apply to your account.

All checks and withdrawal forms used in connection with your account must be on forms obtained through or approved by us. If you meet all of our requirements and subject to the terms of any disclosure or separate agreement with us governing the following services, withdrawals may also be made by wire transfer, Trustmark Express ATM card, Trustmark ExpressCheck (debit) card, ACH, online banking or other electronic means. We, without liability, may (but are not required to) refuse any Item drawn on your account that is not on or in a form obtained through or approved by us. You agree to verify all information contained on checks and withdrawal forms prior to use.

Withdrawals will first be made from collected funds and we (without liability) may at any time refuse any withdrawal request against uncollected funds, even if our general practice is to the contrary. We may debit your account for an Item drawn on your account either on the day it is presented to us for payment or processing, by electronic or other means, or in our sole discretion, on the day we receive electronic notice that the Item will be presented for payment against your account ("Electronic Notice"). We may debit your account for a copy of an Item that you have issued, provided we have not already paid the original Item at the time the copy is presented for payment. The term "copy" of your Item includes an Item that is an image of the front and back of the original Item 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 Item or Electronic Notice and the time we must return the Item. We are required to determine your account balance only once during this time period.

We may process (accept, pay, charge or return unpaid) Items to your account in any order we choose, at our discretion, regardless of the order in which the Items are presented to us for payment. In particular, Bank may, in its sole discretion, establish priorities for posting transactions and then pay Items in the order of highest dollar amount to lowest dollar amount within the priority grouping. The order we choose may result in dishonor of Items, more overdrafts and/or higher fees than other methods. We may establish different priorities or categories for Items and process Items according to the priorities we establish. We may change the order that we use to process Items at any time without notice to you. You are responsible for having sufficient funds in your account to pay all Items; therefore, you have no basis for urging us to pay one Item before another Item.

We use an automated process for paying Items 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. You acknowledge that primary reliance in the automated process is placed on magnetic ink character recognition information encoded on Items, deposit slips, etc. We, without liability, may refuse to process Items that cannot be processed in our normal operations. If we elect to process Items that cannot be processed in our normal operations, we may charge a fee and you agree to pay the fee and to hold us harmless and indemnify us for processing such Items.

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

We may (but are not required to) rely upon a document or instruction provided by you to us, which indicates the person(s) authorized to act on your behalf. If you have authorized others to sign checks or if you tell us to add authorized signers on your account, you agree that we can limit use of the account until all of them have signed the Signature Card or, at our sole option, we may (but are not required to) process and pay Items signed or authorized by one of them even if he or she has not signed the Signature Card given to us. If you terminate the authority of any signer or of any person to act for you, we are not bound by that termination until we have received the written termination instruction, such instruction 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.

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 or electronic instruction provided by you to us.

We (without liability) may refuse to pay an Item if we are unable to determine whether the Item is signed or authorized by you, a joint owner, or authorized signer. You agree that your failure to give us a Signature Card signed by you, all account owners, and all authorized signers shall be a waiver of any claim for unauthorized signature that you may have against us for paying an Item signed or authorized by you or any person that you list (or ask us to add) as an owner or authorized signer. You agree that our payment of any such Item (and this procedure) is commercially reasonable and that we are not liable for making payment on any and all such Items. If you do not give us a Signature Card signed by you and all owners and authorized signers, you assume all liability for any and all unauthorized transactions and you agree to indemnify us against and hold us harmless from any loss we incur as a result of your failure to return a signed Signature Card to us.

We impose a dollar limit and a frequency limit on certain types of withdrawals during a period of time. We (without liability) may refuse an Item that exceeds the dollar limit or the number of withdrawals permitted on your account.

Federal regulations limit transfers or withdrawals from a savings account to another account belonging to you at Trustmark or to a third party by pre-authorized or automatic transfers or telephone transfer agreement (including fax or our home or Internet banking service), or by check, draft, debit card, or similar order made by you and payable to third parties to six per calendar month or statement cycle (depending on the type of account you have); the day we process an Item will be deemed the date of the transfer. If you violate or attempt to violate this limitation, we may reject or reverse the transfer, may close your account, or may transfer your funds to a non-interest bearing account.

On a savings or a negotiable order of withdrawal (NOW) account, we reserve the right to require seven (7) days' written notice before any withdrawal. We do not now require such notice, and if we impose it in the future, it will be uniformly applied to all such accounts. We (without liability) may refuse a withdrawal that is not made with the required notice.

We (without liability) may refuse to cash a check drawn on your account presented by a payee or holder of the check for immediate payment at one of our branches if (1) we have a concern about the authority or identity of the person presenting the check, (2) our computers are not working properly, (3) the amount of the check exceeds \$5000, or (4) we, in our sole discretion, are suspicious about the transaction such as, we question the authenticity of the Item. You agree that our refusal to cash such a check is not wrongful dishonor. We (at our sole option) may cash such a check but may (without liability) require the holder of the check to produce identification and/or prove that he or she is authorized to cash the check, fingerprint the person asking us to cash the check, collect a check cashing fee from the person asking us to cash the check, and/or impose other conditions that we, in our sole discretion, deem appropriate. If we refuse to cash such a check, the payee or holder of the check may deposit the check in a bank account to be sent through the banking payment and collection channels.

If we suspect that your account is being used for an illegal or improper purpose or that a withdrawal is illegal or improper, we (without liability and without notice) may limit access to your account and/or may refuse to process and may dishonor withdrawals on your account.

We may, at our discretion, block and return any debit card transaction used in conjunction with a business engaged in the business of Internet gambling.

8. Accounts Opened Online. By submitting an application online to open your account, funding the account, or using any of the services provided by Bank, you agree to be bound by the terms of this Agreement. By electronically accepting this Agreement, you and, if applicable, any joint account holder acknowledge that you have read, understand, and agree to the terms of this Agreement.

During the online account opening process, you are provided a Signature Card to be signed by you and each owner and authorized signer on the account. If you fail to return to us the Signature Card signed by you and each owner and authorized signer, you acknowledge that we may (but are not required to) process and pay Items without regard to the fact that the Signature Card has not been returned. You understand and agree that the signature(s) on Items presented for payment shall establish the signature authority on your account and that any subsequent Item containing that signature(s) may be paid by Bank and is properly payable. You also agree that your failure to immediately return to us a Signature Card signed by all account owners and authorized signers shall be a waiver of any claim that you may have against Bank for paying Items on your account including a claim that the signature is not authorized. You further agree that we are not liable for making payment on any and all such Items and that our payment of the Items (and this procedure) is commercially reasonable. You also agree to indemnify and hold the Bank harmless from any loss incurred by the Bank as a result of your failure to return a signed Signature Card to us. If you do not return the executed Signature Card to us, you assume all liability for any and all unauthorized transactions. Your obligations contained in this Section 8 are in addition to other obligations contained in this Agreement.

9. Power of Attorney; Authorized Signer; Other Authority. You (through a power of attorney, authorized signer, bill-paying arrangement, or other method) may authorize another person to conduct transactions on your account; however, we reserve the right not to act on your authorization unless we are otherwise specifically required by applicable law. You agree

that you will not claim that we wrongfully dishonored Items presented to us if we do not act on your authorization. And, you agree that we (without liability) may honor Items and act on instructions from the person you authorized (without making a determination as to whether your authorization has been revoked) and that any action taken by us in reliance on such authorization is binding on you. You will not hold us responsible if someone you authorized 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 act on your authorization on one or more occasions, we (without notice and at our sole discretion) may subsequently refuse to act on your authorization.

If you voluntarily disclose information about your account (such as account number, bank routing number, and an unused check number) to someone claiming to be a provider of goods or services, or if you voluntarily give your account information (such as, an ATM PIN or other account access code or password) to someone and/or let someone use your account access device (such as, ATM or debit card), you will be deemed to have authorized us to pay any debit to your account initiated by that person or any other person that has access to the information. You authorize us to pay such Items if presented for payment against your account. Your failure to examine your statement and to notify us of your objection to our payment of these Items as required in Section 25 of this Agreement, shall constitute authorization by you for us to charge against your account any subsequent Item generated by the same third party. If you no longer wish such subsequent Items to be charged to your account, you must tell us in writing and we may require you to close that account with us.

10. Disputed Authority. If anyone claims ownership over funds, if there is an adverse claim to your account or account funds, if there is a dispute between account owners, or if there is a dispute over who can access the account or give instructions on the account, we may (but are not required to) (i) consult an attorney, (ii) hold (not allow withdrawal of) some or all of the balance until the claim (in our opinion) is resolved, (iii) interplead some or all of the balance into court or (iv) take other action to determine ownership. You will not claim that we wrongfully dishonored Items that were presented to us and returned while such a dispute was pending. You agree to pay our expenses and attorneys' fees and authorize us to charge your account for such fees and expenses. If there is a dispute of any kind between the account owners and we pay all or a portion of the funds in the account to one or more of the account owners, you agree to indemnify us against and hold us harmless from any loss or expenses we incur (including attorney's fees) as a result of our payment of the funds to one or more of the account owners.

11. Ownership of Account and Beneficiary Designation. The following provisions address account ownership and beneficiary designation (if any). You, without a recommendation or any representation from us, choose the form of ownership and the beneficiary designation (if any) on your account. Your choice is specified on the Signature Card or other account records. Your choice impacts who gets the funds in your account at your death. Without regard to the type account you choose, you acknowledge and agree that the Bank's relationship with you concerning the account is that of a debtor and creditor and no fiduciary relationship exists between you and the Bank.

Individual/Single-Party Account. Such an account is in the name of and is owned by one person. An individual/single party account does not create any survivorship rights in any person.

Joint/Multi-Party Account. A joint/multi-party account is in the name of two or more people with rights of survivorship. **(A joint/multi-party account is not community property and is not held as tenants in common nor as tenants by the entirety.)** Funds in a joint/multi-party account are payable to or at the direction of any account holder (regardless of who contributed the funds and the amount of contributions). At the death of an account holder, ownership passes to the surviving account holder(s), subject to holds, pledges (to which we have agreed), and our security interest and right of setoff (as it existed immediately prior to the death of the account holder). If there is more than one surviving account holder, the account remains a joint account with right of survivorship, and each surviving account holder has an equal right to account funds even if one of the surviving account holders was the spouse of the deceased account holder. Each depositor of a multi-party account hereby irrevocably appoints the other depositor(s) as his or her attorney-in-fact to conduct all business with respect to the account including, but not limited to,

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

Payable On Death ("POD") Account. A POD account is an informal revocable trust account. It is opened without a written trust agreement. The account is in the name of one or more persons payable on death to one or more beneficiaries. Upon the death of the last surviving account holder, all funds in the account will be paid, in equal shares (without a right of survivorship), to the POD beneficiaries (named on our records) who are still alive or in existence when the last surviving account holder dies, without being subject to a depositor's will. Payment to such POD beneficiaries releases us from all liability. Payment to a POD beneficiary is subject to applicable state law (unless specifically modified by this Deposit Account Agreement), holds on the account, pledges (to which we have agreed) and our security interest and right of setoff (as it existed immediately prior to the death of the last surviving account holder). (Some states have an age requirement for receipt of funds. Some states only let a human being be a POD beneficiary.) Unless otherwise provided by the law of the state in which your account was opened, any one of the account holders (without the consent of the POD beneficiaries) may (1) add or delete POD beneficiaries, (2) withdraw all or part of the account funds, (3) pledge the funds, (4) change account types, or (5) close the account. A POD beneficiary has no right to withdraw funds or take other action on a POD account while an account holder is still alive.

Organization/Business Account. This type account is owned by a business or organization (such as, for example, a corporation, partnership, limited partnership, limited liability company, etc.). The organization/business ("Organization") must designate in writing the person(s) permitted to make withdrawals from and take other actions on the account. (Bank has no liability for misuse of account funds by such persons.) That designation is binding on the Organization until Bank receives (and has a reasonable opportunity to act on) written notice from the Organization that the designation is amended or terminated. The Organization agrees to notify us promptly in writing of any change in the legal status of the Organization, its name, or in the authority of any person to act for the Organization. Unless otherwise provided by law or our policy, all calculations of interest or earnings credit for analysis purposes shall be based on the collected balance in the account for the period of time for which the calculation is made. Organization warrants that it does not currently and will not in the future engage in the business of Internet gambling. If Organization contemplates engaging in the business of Internet gambling, Organization shall first notify Bank and shall provide Bank with any and all information and documentation required by Bank. Organization agrees that Bank may close Organization's account immediately and without notice upon receipt of such notice or if Organization engages in the business of Internet gambling.

Uniform Transfers to Minors Account ("UTMA"). A UTMA is opened by an individual of legal age acting as custodian for a minor. Custodian agrees that funds placed in the account are the irrevocable property of the minor, who is entitled to the funds at age 21 or earlier if required by law. Until that time, the custodian will control the funds and must abide by state law regarding such

accounts, including responsibility for using the funds only for the minor and transferring control of the funds to the minor once he/she reaches age 21 (or earlier if required by state law). Custodian and successor custodians agree to indemnify Bank for all claims asserted by and/or on behalf of the minor and for Bank's attorneys' fees and costs. Bank is not required to ensure that a custodian complies with the law. A UTMA may have only one custodian unless otherwise expressly permitted by state law.

Fiduciary Account. Such account is opened by a "fiduciary" (such as, a guardian, conservator, executor/executrix, administrator/administratrix, trustee, custodian, etc.) acting under a "fiduciary document" (such as, a court order, trust, will, agreement, etc.) for another person ("beneficiary"). Bank is not a fiduciary on the account. We are not required to and will not (1) enforce the terms of the fiduciary document and/or (2) monitor the account for compliance with the fiduciary document. Bank has no duty to ensure proper use of account funds. Bank is not liable for misuse of account funds. Each fiduciary agrees to comply with the fiduciary document and to ensure proper use of account funds. Each fiduciary guarantees that all other fiduciaries will comply with all fiduciary documents. Each fiduciary agrees to tell us if a fiduciary document and/or the authority of that fiduciary or another fiduciary changes. Each fiduciary is liable for the actions of that fiduciary and every other fiduciary on the account. Each fiduciary agrees to indemnify Bank for all claims asserted by and/or on behalf of a beneficiary and for Bank's attorneys' fees and costs.

Additional Authorized Signatory. An account holder may add authorized signer(s) to the account. On a joint/multi-party account, any account holder (by himself or herself without the other account holders) may add an authorized signer to the account and/or may remove an authorized signer even if another account holder added the authorized signer. On any account on which there are authorized signers, the additional authorized signatory is merely designated to conduct transactions on the owner's behalf and does not have any ownership rights in or to the account. Therefore, an authorized signer can make certain transactions on the account (including, but not limited to, deposits, withdrawals, transfers of funds, creation of overdrafts, stop payment on Items, endorsement of Items, receipt of notice, etc.) but cannot add or delete owners. We have no duty to ensure that transactions are for the owner's benefit. On an account governed, inter alia, by the law of the State of Texas, an authorized signer is also known as a convenience signer.

The Following Provisions ONLY Apply to Alabama & Florida Accounts:

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

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

Multiple-Party Account with Right of Survivorship. At death of a party, ownership passes to the surviving party or parties.

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

The Following Provisions ONLY Apply to Florida Accounts:

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

The Following Provisions ONLY Apply to Texas Accounts:

Single-Party Account Without P.O.D. (Payable on Death) Designation. The party to the account owns the account. On the death of the party, ownership of the account passes as a part of the party's estate under the party's will or by intestacy.

Single-Party Account With P.O.D. (Payable on Death) Designation. The party to the account owns the account. On the death of the party, ownership of the account passes to the P.O.D. beneficiaries of the account. The account is not part of the party's estate.

Multiple-Party Account With Right of Survivorship. The parties to the account own the account in proportion to the parties' net contributions to the account. The financial institution may pay any sum in the account to a party at any time. On the death of a party, the party's ownership of the account passes to the surviving parties.

Multiple-Party Account With Right of Survivorship and P.O.D. (Payable on Death) Designation. The parties to account own the account in proportion to the parties' net contribution to account. The financial institution may pay any sum in the account to a party at any time. On the death of the last surviving party, the ownership of the account passes to the P.O.D. beneficiaries.

Convenience Account. The party to the account owns the account. The cosigner to the account may make account transactions for the party. The cosigner does not own the account. On the death of the party, ownership of the account passes as a part of the party's estate under the party's will or by intestacy. The financial institution may pay funds in the account to the cosigner before the financial institution receives notice of the death of the party. The payment to the cosigner does not affect the party's ownership of the account.

12. 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.

13. Checks and Deposit Slips; Automated Processing; Image Technology. You will use only approved checks and deposit slips. You will verify your name, address, telephone number, and the numbers in the magnetic ink character recognition line across the bottom of 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 agree that we, without liability, may refuse to process deposits or withdrawals presented to us in a form that cannot be processed on equipment regularly used in our normal operations. You understand that we or another bank may use image technology to archive copies of your checks and deposit tickets. You agree to only use checks and deposit slips and, when completing documents, only use ink that can be imaged and that will produce a clear image of the check or deposit ticket. You agree to hold us harmless from, and that you are responsible for, delays in processing and/or losses you or we incur due to (a) improper printing and/or incorrect information on checks and/or deposit slips, (b) presentation of checks or deposit slips that cannot be processed in our normal operations, and/or (c) use of checks, deposit slips or ink that adversely impacts imaging.

14. Lost, Stolen, Counterfeit, or Other Unauthorized Checks or Items. You must notify us immediately if any of your checks or encoded withdrawal tickets is lost or stolen, if a counterfeit or other unauthorized check or Item is presented for payment or is paid on your account, or if an unauthorized person has obtained an access device or password used in conjunction with a debit card, telephone transfer or Internet service to withdraw or transfer funds from your account. If you believe that your checks have been stolen, or if a counterfeit or other unauthorized check or Item is presented or may be presented for payment or is paid on your account, you must tell us immediately; we may ask that you close your account and open another account in order to minimize unauthorized access to your funds. If you do not report an actual or suspected theft or loss or if you fail or refuse to close your account when we ask you to do so, you agree that we are not liable for losses you may incur as a result of the unauthorized use of lost or stolen checks, withdrawal

tickets, access devices, or passwords or the payment of subsequent counterfeit or unauthorized checks or Items.

15. Facsimile Signatures. Once you use a facsimile signature on your account, submit a facsimile signature specimen to us, or advise us in writing that you want to use a facsimile signature on your account, you authorize us, at any time, to pay (and to charge your account for) checks and other Items bearing your facsimile signature or bearing a facsimile that resembles your facsimile signature or the facsimile signature specimen submitted by you to us, even if the person who used the facsimile was not authorized by you and even if the size, color or style of the check or the facsimile signature used on such Item differs from the size, color or style of the checks or facsimile signature you use. You agree to pay us for (and to release us from) all losses, claims, damages or expenses (including reasonable attorneys' fees) that result from our payment of a withdrawal bearing or purporting to bear your facsimile signature. If you have not properly completed the form we require for use of a facsimile, we are not required to (but we may) pay an Item bearing or purporting to bear your facsimile signature.

16. Restrictive Legends. We are not required to honor (and may ignore) a restrictive legend on your check. We may pay a check even if a restrictive legend is not met and we are not liable for resulting losses. Examples of restrictive legends are "must be presented within 90 days" or "not valid for more than \$1,000.00", or "two signatures required".

17. Stale or Postdated Checks. We are not required to (but we may) pay (and charge your account for) a check presented for payment more than six (6) months after the date on the check. You agree not to "postdate" a check. (You "postdate" a check if you date a check later than the day you write the check). If you postdate a check and the check is presented for payment before the date of the check, we may pay the check and charge your account unless (1) you ask us not to pay the postdated check before its date ("a postdating order") and (2) we have a reasonable opportunity to act on your request. A postdating order must precisely and correctly identify the account number, check number, date, amount of the check, and the payee of the postdated check; that same account number, check number and check amount must be correctly stated in the MICR line of the postdated check. You agree that if any information you give us is wrong and/or the information on the MICR line is not correct (even if only by one cent or one digit), the postdating order is not effective, and we have no liability for payment of the postdated check. Our receipt of a postdating order is not a representation by us that the check has not already been paid or that we have had a reasonable opportunity to act on the postdating order. You may request a postdating order in person, by mail, or by telephone. If you give us oral instructions, we may require you to confirm them in writing within 14 calendar days; and if you do not provide written confirmation within that time, the order is no longer in effect. If confirmed in writing, a postdating order is effective for six (6) months. You agree to place a new postdating order prior to the expiration of the current postdating order if you do not want us to pay the check after a previous order expires. If we charge a fee or a postdating order, you agree to pay the fee every time you place a postdating order, even if it is a continuation of a prior postdating order. Despite a postdating order, a postdated check presented for payment after the date of the check is properly payable. 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. 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.

18. Non-Sufficient Funds. When you do not have enough available funds in your account to cover an Item, you agree that the Item is a non-sufficient funds Item. (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.) If a non-sufficient funds Item is presented to us for payment, we (at our discretion and without notice to you) may return it unpaid or may pay it (overdrawing your account). You do not expect any notice of an overdraft beyond any normal periodic statement. Whether we pay or return a non-sufficient funds Item, we may charge you a fee. If a non-sufficient funds Item is returned unpaid, we may charge you a non-sufficient funds fee. If a non-sufficient funds Item is paid overdrawing your account, we may charge you an overdraft fee. The fees are described in the Miscellaneous Service Fees. If we pay a non-sufficient funds Item on your account on one or more occasions, we are not

obligated to continue paying any future non-sufficient funds Items and we (without notice to you) may stop paying non-sufficient funds Items drawn on your account.

If your account is overdrawn, you agree to immediately repay us. You agree that we may apply to the overdraft any subsequent deposit or credit that would have otherwise been deposited to your account, without regard to the source of the deposits or credits and even if the deposit or credit is social security funds, VA retirement, railroad retirement, etc. You agree that we may use available collection remedies. You agree to pay all collection costs and reasonable attorneys' fees. If 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) and for all collections costs and reasonable attorneys' fees.

19. Stop Payments. You may ask us to stop payment on individual checks or on two or more checks with consecutive numbers, if the check or checks have not already paid. We will not honor stop payment orders on cashier's checks, guaranteed checks, certified checks, or money orders unless you have met all of the requirements for placing a stop payment on those types of checks. Information on how to stop payment on electronic transfers is disclosed elsewhere. You cannot stop payment on a point of sale, ATM or debit card transaction.

A stop payment order must be received in time to give us a reasonable opportunity to act on it before our stop payment cut-off time. Our stop payment cut-off time is one hour after the opening of the next Business Day after the Business Day on which we receive the check. 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 check, and the payee. The account number, check number and check amount 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. For example, if you give us the wrong amount of the check and the information is only wrong by one cent (\$0.01) or if the check number you provide us is only wrong by one digit, we will not be able to stop payment on the check. You agree that we are not liable to you for payment of any check over a stop payment order if you do not provide the exact information regarding the check. You may notify us by mail, telephone, in person at the Bank, or by any other method we make available. If you notify us by telephone, you must confirm your stop payment order in writing within 14 calendar days; and if you do not provide written confirmation within that time, we may remove the stop payment order. If confirmed in writing, stop payment orders are effective for six (6) months. You will place a new stop payment order prior to the expiration of the current stop payment order if you do not want us to pay the check after the current 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 order. You understand that we may accept the stop payment order 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 order does not constitute a representation by us that the check has not already been paid or that we have had a reasonable opportunity to act on the stop payment order. You may cancel the stop payment order at any time. If you give us oral instructions to cancel, we may require that you 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.

If we pay a check over a stop payment order, you agree that your damages, if any, are limited to the face amount of the check. You agree to reimburse us for any loss we might suffer as a result of stop payment order if we acted in good faith or exercised ordinary care. You also agree that if we pay a check over a stop payment order, you may be liable to a holder in due course for the amount of the check or to us under our rights of subrogation of a holder in due course.

20. Dormant Accounts. Your account is "dormant" if there is no customer initiated activity for a period of time specified by us. If your account is dormant, you will be charged a dormant fee that may be deducted from your account. You agree that we are not liable if your account balance is escheated in accordance with state law.

21. Closing Account; Modify Account Type. You or we may close your account at any time, with or without cause, but you cannot close an account that is overdrawn. (You may close an account that has been overdrawn once the balance in the account is brought to zero or to a positive balance.) We may close an account without notice to you if we reasonably believe it will prevent loss to us or you have violated the law or 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. You authorize us (at our sole discretion) to pay an otherwise properly payable Item, presented after your account is closed. We (at any time in our sole discretion) may modify or discontinue account types. If we discontinue your account type, we can transfer your funds to another account type.

22. Wire Transfers and Automated Clearing House (ACH) Transactions. This Agreement is subject to Article 4A of the Uniform Commercial Code – Funds Transfers as adopted by the state in which you opened your account. If you send or receive a wire transfer, you agree that Fedwire may be used. Federal Reserve Board Regulation J is the regulation that covers transactions made over Fedwire. You agree that if you do not have a funds transfer agreement with us, we may, but are not required to, only let you originate a wire transfer in person at one of our branches. When you originate a wire transfer and you identify the beneficiary's financial institution, an intermediary bank, or beneficiary by name and number, we and every receiving or beneficiary institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to issue wire transfers in accordance with security procedures established by us and you agree that if you issue the wire transfer request after reviewing the security procedure, you agree that the security procedures are commercially reasonable and are not intended to detect errors in the wire transfer. You expressly agree to be bound by any wire transfer request, amendment and cancellations issued in your name and accepted by us in compliance with the security procedure, whether the wire transfer request, amendment or cancellation is or is not authorized. We only receive wire transfer requests on our wire transfer business days. We have a cut off time on a wire transfer day for the receipt, processing and transmittal of wire transfers. A wire transfer request received by the Trustmark Wire Transfer Department after the wire transfer cutoff time on a wire transfer business day will be treated as received on our next wire transfer business day. You agree to issue wire transfer requests to us in a timely manner sufficient to allow us to ensure that payment is made to the beneficiary on the payment date. You agree to call the Wire Transfer Department to determine current wire transfer cutoff times and business days. We may change our wire transfer cutoff time and business days.

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

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

You agree that we have no obligation to act on a request by you to cancel or amend a wire transfer request issued by you but may do so at our option. If we accept a cancellation or an amendment of a wire transfer request issued by you, you must issue the amendment or cancellation in accordance with our security procedure. Cancellations of or amendments to wire transfer requests, if accepted, must be received by us before the cutoff hour we establish. To be effective, an amendment or cancellation of a wire transfer request must be received at a time and in a manner to give us a reasonable opportunity to act on it before we accept (execute) your original wire transfer request. If we accept a cancellation or amendment of a wire transfer request, you hereby agree to indemnify, defend all claims, and hold us harmless from any

loss, damages, or expenses, including but not limited to attorneys' fees, experienced by us as the result of our acceptance of the cancellation or amendment.

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

You acknowledge and agree that we are not liable for (and you release us from) any and all loss, liability, and/or damage caused by, arising out of, or resulting from (1) any inaccuracy, act, or failure to act on the part of any person who is not our employee, (2) your negligence or misconduct by you or any person that you have authorized to make a wire transfer request, (3) any error you make in any information you provide us including, but not limited to, the date, name, account or other number, (4) your issuance of a duplicate wire transfer request, (5) any act or omission of intermediary bank(s) or beneficiary bank, (6) our acting or relying on instruction(s) from person(s) who purport to be you or your authorized representative and who follow the security procedures, (7) any ambiguity in an instruction or directive given to us, (8) any errors, failures, or delays in the transmissions of wire transfer requests due to any third party processor, the inoperability of communication facilities, or circumstances beyond our control, including, but not limited to, wire services availability, weather, act of God, fire, power failure, electrical or computer or Internet failure or interruption, civil disturbance, etc. You also agree that we shall not be liable to you or any other person or entity for compensatory, indirect, consequential, special, incidental, or punitive damages. In addition to other indemnity obligations in this Agreement, you agree to indemnify and hold us, our employees, agents, officers and directors harmless for liability, claims, losses, damages, costs, attorneys' fees and expenses arising out of or related to (1) the completion of a wire transfer request you issue that contains errors or is a duplicate payment order, (2) your breach of this Agreement and/or (3) your action or failure to act in connection with this Agreement.

22.a. Remittance Transfers. If you are a consumer who, primarily for personal, family, or household purposes, requests a wire transfer in excess of \$15.00 be sent to a designated recipient (a person or an organization) to be received at a location in a foreign country (any location outside of the United States, or one of its territories or possessions, or Puerto Rico), your wire transfer is a type of wire transfer known as a "remittance transfer". Federal law and regulation provide rights and duties related to remittance transfers that may not apply to other types of wire transfers (such as, certain cancellation rights, error resolution rights, and the duty to give disclosures when a remittance transfer is requested and made). If any provision(s) of this Agreement is inconsistent with the remittance transfer disclosure(s) that we give you, the terms of the remittance transfer disclosure(s) control. If any term(s) of section 22.a. conflicts with provision(s) of section 22, the terms of section 22.a. control.

You agree that in addition to our right to reject any wire transfer request for any reason, without notice to you, we have a right, but are not required, to refuse to process your remittance transfer request if (i) your account has not been opened for at least one year, (ii) the request is for a remittance transfer scheduled one or more business days before the date of transfer, (iii) the request is for a repetitive remittance transfer, (iv) the request is for a series of preauthorized remittance transfers, (v) the amount of your remittance transfer request exceeds a certain dollar amount set by us, or (vi) your remittance transfers during the 6 months immediately prior to your current remittance

transfer request when added to the amount of your current remittance transfer request exceed a certain dollar amount set by us. To determine the dollar caps, contact the Trustmark Wire Transfer Department or a branch. You agree that we may change the dollar caps at any time without notice to you. You agree to the revised dollar caps if you request a remittance transfer after the change(s).

You understand and agree that the designated recipient may receive less than the amount of the "Transfer Amount" of the remittance transfer due to fees charged by third parties including, but not limited to, the recipient's bank and foreign taxes.

When you request a remittance transfer, you agree to provide the correct account number for the designated recipient's account and the correct recipient institution identifier. When you provide us with an incorrect account number for the designated recipient or an incorrect recipient institution identifier in connection with a remittance transfer, we and every receiving or beneficiary institution may rely on that account number and recipient institution identifier to make payment even if it identifies a financial institution, person or account other than the one named. An incorrect account number or incorrect recipient institution identifier may cause the funds to be misdirected, and you could lose the funds if (i) we, prior to sending the remittance transfer, use reasonably available means to verify that the recipient institution identifier provided by you corresponds to the recipient institution name provided by you, (ii) we provided notice to you, before you made payment for the remittance transfer, that an incorrect account number or incorrect recipient institution identifier may cause the funds to be misdirected and you could lose the funds, (iii) we show that the incorrect account number or recipient institution identifier resulted in the deposit of the remittance transfer into an account other than the designated recipient's account, and (iv) we promptly use reasonable efforts to recover the funds for you (even if we are not successful in recovering the funds). You acknowledge and agree that this paragraph is notification to you that when you provide us with an incorrect account number or incorrect recipient institution identifier, the funds may be misdirected and you could lose the funds.

You have a right to cancel a remittance transfer and obtain a refund of all funds paid to us, including any fees, if (i) we receive your request to cancel no later than 30 minutes after you make payment for the remittance transfer, (ii) your request to cancel enables us to identify your name and address or telephone number and the particular remittance transfer to be cancelled (including the amount and location where the funds were sent), and (iii) the transferred funds have not been picked up by the designated recipient or deposited into an account of the designated recipient.

If you are a business entity (not a consumer) and your account was not established primarily for personal, family or household purposes, you hereby represent, warrant and agree that any and all wire transfers requested by you to a recipient in a foreign country are for business purposes only (and not for personal, family or household purposes), are not remittance transfers under the Electronic Funds Transfer Act ("EFTA") and/or Regulation E, and are not subject to the provisions of the EFTA and/or Regulation E.

23. 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, and the party making payment to you, i.e., the originator of the entry, via such entry shall not be deemed to have paid you the amount of such entry.

24. 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.

25. Statements. We will provide you with a periodic statement showing the account activity. Unless you have elected to receive your statements electronically, we will send the statement to the statement mailing address in our records for you. You agree that a statement is "sent" once the statement is put in the mail, whether or not you actually receive it. If you elect to receive

statements electronically, we will not mail a statement to you; instead, we will either post it on our website or electronically transmit it (or notice that it is available) to the email address in our records for you, and you agree that we "send" the statement once we post it or electronically submit it, whether or not you receive it or view it. If you do not receive a statement from us, it is your responsibility to advise us that you did not receive a statement. If we mail your statement to the address in our records for you and it is returned to us, you agree that we may stop mailing your statements until you (i) give us a correct mailing address and (ii) ask us in writing to resume mailing your statements; you will be deemed to have asked us to hold your statements during that period.

We reserve the right not to retain or return to you original canceled checks, Items, deposit tickets and other transaction documents. Instead, we may provide a statement of your account transactions or provide images of the face of your canceled checks or Items. If we offer combined statements and you elect to receive a combined statement which provides information on more than one account, you will not receive original canceled checks or Items or images thereof for accounts which are not classified as the primary checking account for the purposes of the combined statement. We may destroy original canceled checks or Items after a reasonable period of time as determined by us; however, we will maintain the capacity to furnish a legible copy of the front and back of your canceled checks or Items for at least seven years after receipt of the check or Item. Copies of checks or Items will be provided to you within a reasonable time after we receive your written request clearly identifying the checks or Items you want copied. You agree to pay our fees for retrieval (researching) and copying of the requested checks or Items (as specified in our Miscellaneous Service Fees). You also agree that such fees may be charged to your account without prior notice, even if the charge results in dishonor of Item(s) and/or overdraft(s) on your account. If for any reason we cannot return a copy of a check or Item or satisfy your needs through other means, you agree that we will not be liable for more than the face amount of the check or Item or your actual damages, whichever is less. We are not liable for any special or consequential loss or damages of any kind.

You must examine your statement of account immediately upon our sending or making the statement available. If you discover (or reasonably should have discovered) any alteration, unauthorized signature, unauthorized payment, error or Item that is otherwise not properly payable, you must promptly notify us in writing of the relevant facts.

If you do not discover an alteration or unauthorized signature and promptly notify us within the time set forth below in this paragraph, you cannot assert a claim against us for that alteration or unauthorized signature or for any other Item with an alteration or unauthorized signature by the same wrongdoer paid by us before we got your notice; however, if we failed to exercise ordinary care in paying an Item with an alteration or unauthorized signature and if our failure substantially contributed to any loss suffered by you, the loss will be allocated between you and us based upon the extent to which your failure to discover and report and our failure to exercise ordinary care contributed to the loss. 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 the earlier of when the statement is first sent by us or made available to you. You also agree that you will give us written notice within five (5) days after you otherwise notify us of an alteration or unauthorized signature.

Without regard to care or lack of care by you or by us, you agree that if you do not give us written notice of any unauthorized payments, Items with unauthorized signatures, alterations, forgeries, unauthorized endorsements or that are otherwise not properly payable, or errors, in or on an account statement within sixty (60) days after we first send or make that statement available, you cannot assert a claim against us on any Item(s), payment(s) or error(s) in or described on that statement, and the loss will be entirely yours. The limitation in this paragraph is in addition to that contained in the preceding paragraph. You agree that you will not institute any legal proceeding or action against us for any claim you may have regarding any such errors, discrepancies or irregularities on a statement, (including, but not limited to, those listed above) unless (1) you have timely given the written notice described above and (2) such legal proceeding or action is commenced within one year after the earlier of the date when (i) the statement containing such error, discrepancy or irregularity was sent or made available to you or (ii) you knew or should have known about such error, discrepancy or irregularity.

Nothing in this section limits our right to raise defenses available to us. If,

for example, 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.

26. Electronic Delivery of Statements. As an alternative to receiving your periodic statement via the mail or in person, if available, you may elect to receive your account statements electronically ("eStatement") on the accounts selected by you for eStatement ("Covered Account(s)"). To elect eStatement on an account, you must complete the on-line enrollment process for eStatement through myTrustmark® or myTrustmark® Business. You cannot elect to receive an eStatement unless you are a myTrustmark or myTrustmark Business customer and you consent to receive your statements and other information on Covered Accounts electronically. You cannot be a myTrustmark or myTrustmark Business customer without first consenting to our Electronic Delivery Notice and accepting the terms of the myTrustmark Agreement or the Cash Management Services Agreement, as applicable. If you are a myTrustmark customer and you elect to receive eStatements, the myTrustmark Agreement and the Electronic Delivery Notice are incorporated by reference and made a part of this Agreement. If you are a myTrustmark Business customer and you elect to receive eStatements, the myTrustmark Agreement or the Cash Management Services Agreement, as applicable, and the Electronic Delivery Notice are incorporated by reference and made a part of this Agreement. Terms not otherwise defined in this Agreement shall have the definition ascribed to those terms in the myTrustmark Agreement or the Cash Management Services Agreement, as applicable, and the Electronic Delivery Notice. By electing to receive an eStatement, you affirmatively elect and authorize us, at our discretion, on the Covered Accounts to electronically deliver to you the periodic account statements, disclosures, notices and other documents listed in the Electronic Delivery Notice. At our discretion, you may or may not receive a periodic statement by mail or in person. Your eStatement will be available on the next Business Day following the end of the statement cycle for that Covered Account. An eStatement is available on-line for at least twenty four (24) months following its initial posting. You agree to download your eStatement and save in electronic form or print a hard copy for your records. The same terms apply with respect to eStatements as for those delivered in paper form, and all of the provisions of this Agreement and the disclosures that you have previously received from us remain in effect.

If you have difficulty accessing, or are unable to access, eStatements, other Account Information, disclosures, notices, or an e-mail from us, you must tell us immediately by calling our Customer Contact Center during our normal business hours or by sending us a secure message using myTrustmark or myTrustmark Business. You agree to periodically check your e-mail and to tell us if your email address changes. You agree that if an e-mail from us to you is undeliverable, we have no duty to resend the information. You understand and agree that there are risks associated with e-mails and with the Internet and that we cannot guarantee the authenticity, privacy or accuracy of information sent or received by e-mail or the Internet or the authority of persons using your e-mail address and/or computer to send or receive information. You assume all risks of communicating via e-mail and/or the Internet. You release us and agree that we are not liable to you for losses or damages resulting from the interception or unauthorized use by a third party of any information transmitted via e-mail or the Internet and/or the use of e-mail or the Internet for the transmission of information. You agree that you are responsible for your computer and your Internet address. You acknowledge and agree that Trustmark does not warrant that eStatement service will be uninterrupted, timely or secure or will meet your requirements or expectations. eStatement is provided to you AS IS and WITHOUT WARRANTY. USE OF eSTATEMENT IS AT YOUR SOLE RISK. WE ARE NOT LIABLE FOR AND DO NOT OWE ANY DAMAGES (CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL OR PUNITIVE) TO YOU OR ANOTHER for delays or non-performance of the eStatement service, unauthorized access, security breaches, equipment failure or malfunction, computer or Internet access malfunction, communication failure, computer virus, problems that may be associated with the use of the Internet and/or an on-line system, conditions or circumstances that are not within our control, power disruptions or shortages, damage to your computer or data (including loss of data) and/or anything arising out of or related to eStatements.

You may cancel your eStatement by contacting our Customer Contact Center during our normal business hours or by sending us a message via

myTrustmark or myTrustmark Business. You agree that we have a reasonable period of time to act on such termination. (After termination, you may get a copy of an account statement that was electronically delivered to you by calling our Customer Contact Center and paying our research and copying fees.) At any time, in our sole discretion, without notice to you, and without liability to you, we may remove an account from eStatement service and/or we may terminate and/or modify eStatement service. eStatement service terminates if you are not a myTrustmark or myTrustmark Business customer or if you no longer have e-mail service. If eStatement service is terminated on a Covered Account, account statements (if provided for that type account) will thereafter be put in the mail addressed to the statement mailing address for that account in our records. Your duties under this Agreement survive termination of eStatement service. Termination of eStatement service will not terminate the Electronic Delivery Notice. The Electronic Delivery Notice must be terminated in accordance with the provisions of the Electronic Delivery Notice.

27. Claim of Unauthorized Transaction, Your Cooperation. If a transaction on your account is unauthorized for any reason, in addition to other obligations that you may have under applicable law and this Agreement, you agree to fully cooperate with us in our efforts to investigate and resolve the unauthorized transaction. If you think that a transaction is unauthorized, you agree to (i) submit your claim, under penalty of perjury, in writing to us on a form designated by us, (ii) file a report with the appropriate law enforcement agency, (iii) provide us with all the supporting documentation requested by us, and (iv) fully cooperate with us in our investigation. Notwithstanding any other provision in this Agreement to the contrary, if you refuse to fully cooperate with us or to perform any of the requirements of this section, you agree that we may reverse any credit that we have given you or refuse to give you credit for any transaction which you claim is unauthorized.

28. Account Type and Payment of Interest. If your account is a demand account, it will not earn interest unless your account is a non-consumer account, you have requested us to pay you interest, and you have agreed to the terms of the interest bearing demand account. If your account is a NOW account and if an 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. In accordance with the Truth-in-Savings Act, we have given you disclosures explaining applicable transaction limits, fees, interest, rates, and balance requirements.

29. Special Provisions for Book Entry Certificates of Deposit and Time Accounts. In addition to the terms contained in this Agreement, the following terms apply to Book Entry Certificates of Deposit and Time Accounts:

- **Terms.** The term of your account is specified on the face of the Book Entry Certificate of Deposit Receipt and in the Truth-In-Savings disclosure provided to you prior to or at the time you opened your account. The terms include, but are not limited to, the amount, the issue date, the term, the maturity date, the interest rate, and the method and frequency of payment of interest.
- **Interest.** Interest begins to accrue on the business day in which you make a deposit. Interest shall be paid according to the method and interest frequency contained on the face of the Book Entry Certificate of Deposit Receipt.
- **Additions.** If we permit you to make any additions, they will only be permitted in an amount equal to, or greater than, the minimum amount indicated on the Book Entry Certificate of Deposit Receipt. The making of additions to a certificate will not extend the maturity of all, or any portion, of the funds on deposit. Additions will earn interest from the date of deposit and will mature at the same time as the first deposit. No additions may be made within ten (10) days of the final maturity date.
- **Maturity.** If the Book Entry Certificate of Deposit is a single maturity instrument, it shall be payable at maturity and the funds may be withdrawn at its maturity. If the account is not renewed 10 days after maturity, interest will not be paid after maturity. If the Book Entry Certificate of Deposit is a multiple maturity instrument, it shall be automatically renewed for successive terms, each equal to the original term, unless and until one of the following conditions occurs: (1) You redeem by presenting acceptable identification to us on the maturity date or any subsequent maturity date; (2) We receive written notice from you before maturity not to renew or within the grace period specified on the Time Deposit Account Disclosure;

or (3) We mail to you written notice of our intention not to renew. If the Book Entry Certificate of Deposit renews automatically, it will be renewed at our rate in effect at the time of renewal. If we offer a Book Entry Certificate of Deposit at a special (bonus) rate, the special rate is only for the initial term. If the Book Entry Certificate of Deposit renews automatically, it will be renewed at the rate in effect at the time of renewal, and not at any special (bonus) rate.

- **Penalty for Early Withdrawal.** There is a penalty for withdrawals before the maturity date. The appropriate penalty designated on the Book Entry Certificate of Deposit Receipt will be charged to and deducted from your account.
- **Death or Mental Incompetency.** If any owner of a time deposit dies or is declared to be mentally incompetent by a court, a proper request for early withdrawal will be granted and no penalty will be applied as a result of such withdrawal.

30. Death or Incompetence. Neither your death nor a legal adjudication of your incompetence revokes our authority to accept, pay, or collect Items until we know of the fact of death or of an adjudication of incompetence and have a reasonable opportunity to act on it. Even with knowledge we may, for ten (10) days after the date of death, pay Items drawn on or before the date of death unless ordered to stop payment by a person claiming an interest in the account.

31. Fees and Service Charges. You agree to pay us all fees and charges due on your account (including, but not limited to, those listed in our Miscellaneous Service Fees), and you agree that such fees and charges may be charged to (and deducted from) your account even if the charge results in dishonor of Item(s) and/or overdraft(s) on your account. At any time and without prior notice to you, we may deduct fees and other amounts you owe us under this Agreement from your other accounts with us even if the deduction results in dishonor of Items and/or overdraft(s) on your accounts. You agree that we (at our discretion) may change our fees and charges and that you are bound by the change(s). "Change" means an increase or decrease in the dollar amount of a fee or charge and adding new fees and charges. 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 us, and the deterrence of abuse of an account.

32. Expenses. You agree to immediately pay us all amounts you owe us and expenses we incur in good faith related to this Agreement, such as fees on Items sent for collection, foreign exchange charges, 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.

33. Credit Report; Disclosure of Information; Monitor or Record Call. You authorize us to obtain reports about you periodically from organizations such as financial institutions, consumer reporting agencies, check reporting services, and other credit reporting entities, and to provide them, and others allowed by law, information about your account. Charge offs, overdrafts, late payments, missed payments, or other defaults on your account may be reflected in reports about you. If you dispute the accuracy of information in a credit report about your account with us, please write us at Trustmark National Bank, P. O. Box 291, Jackson, MS 39205-0291; you must include your account number and a detailed explanation of why you believe the information about your account in the credit report is inaccurate or incomplete. We may also disclose information about you or your account in the following circumstances: (i) in connection with examinations by federal and/or state regulatory agencies; (ii) to comply with legal process (including, but not limited to, a subpoena, restraining order, injunction, writ of attachment or execution, sequestration, levy, garnishment, child support order, tax withholding order, search warrant, seizure, forfeiture or other similar order or procedure) relating to you and/or your account; (iii) to comply with a statute, rule or

regulation; (iv) where it is necessary for completing transfers; (v) to provide information to your legal representative; or (vi) if you give us your written permission. You agree that we may (but are not required to) monitor and/or record your phone calls with us.

(Rev. 5/17)

Funds Availability Disclosure

This Funds Availability Disclosure only applies to demand deposit accounts and other similar transaction accounts.

Your ability to withdraw funds. Our policy is to make funds from your check and cash deposits (other than cash deposits made in person to a Trustmark employee, in a Trustmark Express ATM, or in a Trustmark night depository) available to you on the first business day after the day we receive your deposit. Cash deposits made in person to a Trustmark employee, in a Trustmark Express ATM prior to the cutoff time on a business day or in a Trustmark night depository and electronic direct deposits will be available on the business day we receive the deposit. (The day we “receive” a cash deposit made in a Trustmark night depository is the business day we remove the cash from the night depository. The day we “receive” an electronic direct deposit is the business day we have received both payment in actuality and finally collected funds and information on the account and the amount to be credited.) Cash deposits made at a Trustmark Express ATM after the cutoff time on a business day or on a non-business day are immediately available for cash withdrawals and for debit card transactions but will not be available to pay checks and other withdrawals until the next business day we are open after the day we receive the cash deposit. Once the funds are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written and other withdrawals. (Even after we have made funds available to you, and you have withdrawn the funds, you are responsible for checks you deposited that are returned to us unpaid and for any other problems involving your deposit. We have the right to refuse to accept a check for deposit.)

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays and federal holidays. If you make a deposit before the cutoff time 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 cutoff time or on a day we are not open, we will consider that the deposit was made on the next business day we are open. (“Cutoff time” is explained below.)

Cutoff time.

Branches: Our business day cutoff time may vary by branch location, but it will never be earlier than 2:00 p.m. central time. Please check with the staff at each branch for the cutoff time for that branch. Notwithstanding the foregoing, some branch locations may close prior to 2:00 p.m. The cutoff time for our ATMs may be different than the cutoff time for the branch at which the ATM is located

ATM's: Only certain Trustmark Express ATMs are set up to accept deposits. The cutoff time for deposits at those ATMs may vary by ATM location. The cutoff time applicable to each of those ATMs is provided at its location but is never earlier than 9:00 p.m. central time.

Longer delays may apply.

Case-by-case delays. In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$200 of your deposits, however, will be available on the first business day.

If we are not going to make all of the funds from your deposit available to you on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this

action after you have left the premises, we will mail you the notice by the day after we receive your deposit.

If you will need the funds from a deposit right away, you should ask us when the funds will be available.

Safeguard exceptions. In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,000 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit.

Special rules for new accounts. If you are a new customer, the following special rules may apply during the first 30 days your account is open.

Funds from electronic direct deposits to your account (and from cash deposits made in person to a Trustmark employee, in a Trustmark Express ATM prior to the cutoff time on a business day, or in a Trustmark night depository) will be available on the day we receive the deposit. (Funds from cash deposits made at a Trustmark Express ATM after the cutoff time on a business day or on a non-business day are immediately available for cash withdrawals and for debit card transactions but will not be available to pay checks and other withdrawals until the next business day we are open after the day we receive the cash deposit.) Funds from cash deposits (other than those made in person to a Trustmark employee, in a Trustmark night depository or in a Trustmark Express ATM), wire transfers, and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,000 will be available no later than the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of your deposit.

Funds from all other check deposits will be available no later than the ninth business day after the day of your deposit.

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

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

(Rev. 3/13)

Substitute Checks and Your Rights

IMPORTANT INFORMATION ABOUT YOUR CHECKING ACCOUNT

What is a substitute check? To make check processing faster, federal law permits banks to replace original checks with “substitute checks.” These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: “This is a legal copy of your check. You can use it the same way you would use the original check.” You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

What are my rights regarding substitute checks? In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your account earns interest) within 10 business days after we receive your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we receive your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

How do I make a claim for a refund? If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at one of our branches, at 601-961-6000 (in the Jackson, Mississippi area) or 1-800-CHECK-24 (1-800-243-2524) (all other locations), or at Trustmark National Bank, P.O. Box 291, Jackson, MS 39205-0291. (If you contact us in person or by phone, we will require that you send us your claim in writing.) You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must be in writing and must include—

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check or the following information to help us identify the substitute check: the check number, the name of the person to whom you wrote the check, the amount of the check, the date of the check, and the account number.

Electronic Fund Transfer Disclosure

General information.

If you have an account established primarily for personal, family or household purposes on which an electronic funds transfer may be made, this document provides important information about your rights and responsibilities and those of Trustmark. By requesting an access device or initiating an electronic funds transfer on your account, you acknowledge the application of this Disclosure and agree to its terms. An electronic funds transfer not covered by the Electronic Fund Transfer Act is not subject to this Disclosure.

Definitions.

Electronic fund transfer - a transfer of funds initiated through an electronic terminal, telephone, computer or magnetic tape that instructs Trustmark to debit (withdraw funds from) or credit (deposit funds to) an account. Examples of an electronic funds transfer include, but are not limited to, an automated teller machine (“ATM”) transfer, a point of sale (“POS”) terminal transfer, a direct deposit, a preauthorized withdrawal, a transfer under a computer-initiated bill payment plan between you and us, a transfer by a debit card transaction, a check to initiate an electronic funds transfer (“electronic check conversion”), or an electronic funds transfer from a consumer’s account to collect a service fee due to insufficient or uncollected funds.

Account - a demand deposit (checking), savings or other consumer asset account (other than an occasional or incidental credit balance in a credit plan) held directly or indirectly by Trustmark and established primarily for personal, family or household purposes. The term “savings account” includes a money market account. The term “account” includes a “payroll card account” directly or indirectly established by an employer on behalf of a consumer to which electronic funds transfers of the consumer’s wages, salary, or other employee compensation are made on a recurring basis, whether the account is operated or managed by the employer, a third-party payroll processor, a depository institution or any other person. The term “account” does not include an account held by Trustmark under a bona fide trust agreement.

Access device - a card, code, or other means of access to your Account, or a combination thereof, that may be used to initiate an electronic funds transfer. Examples of an access device include, but are not limited to, a Trustmark Express ATM card, a Trustmark ExpressCheck (debit) card, an ATM personal identification number (“PIN”), a myTrustmark® access number, a myTrustmark Login ID, myTrustmark password, etc.

Bank, we, our, or us - Trustmark National Bank.

Business days - Monday through Friday excluding holidays.

Consumer - a natural person.

CST - central standard time.

Electronic Check Conversion - a check, draft, or similar paper instrument used as a source of information to initiate a one-time electronic funds transfer from a consumer’s account.

Person - a natural person or an organization, including a corporation, government agency, estate, trust, partnership, proprietorship, cooperative, or association.

Preauthorized - an electronic funds transfer authorized in advance to recur at substantially regular intervals.

Terminal - an electronic device, other than a telephone operated by a consumer, through which an electronic funds transfer can be initiated. Examples include, but are not limited to, a point of sale terminal and an ATM terminal.

Unauthorized electronic funds transfer - an electronic funds transfer from your Account initiated by a person other than you without actual authority to initiate the transfer and from which you receive no benefit. The term does not include an electronic funds transfer initiated (1) by a person to whom you gave your access device, (2) by you with fraudulent intent or by another acting in concert with you, or (3) by us.

You or your - the account holder(s), individually and collectively.

Access Devices; Execution of Agreements; Fees.

Some electronic funds transfers require an access device, payment of fees and your acceptance of an agreement, such as, for example, myTrustmark Agreement, etc. ("Agreement"). Keep your access device confidential. If you give your access device to another person, he or she is authorized to debit or credit your Account until you notify our Customer Contact Center that you have withdrawn the authority and you change your access device. Applicable fees may be charged to your Account and are subject to change at our sole discretion. "Change" means an increase or decrease in the dollar amount of fees, a charge for new services, or a charge for services on which fees were not previously assessed. If you keep your Account with us after the effective date of a change in fees, you agree to the change in fees. Please refer to the Agreement(s) and letter(s) of instruction and other disclosures given to you for other pertinent information.

Unauthorized Use; Termination of Use.

Access devices can be used only in a manner and for purposes we authorize. If your access device is used in an unauthorized manner by you or anyone else, we may reject the transaction or, at our sole option, may honor the transaction without a duty to do so in the future. We reserve the right not to issue an access device to you and to terminate access device privileges with or without cause or notice to you unless otherwise required by law. We do not have to reissue a lost or stolen access device. Without prior notice, we may cancel an access device and/or any agreement you may have with us for electronic funds transfers. If we cancel your access device or an agreement for electronic funds transfers, you remain liable for funds you owe as a result of prior electronic funds transfers and/or prior use of an access device.

Account Balance.

Electronic funds transfers may not be deducted from your Account until the transfer is processed by us. You are responsible for knowing the impact of an electronic funds transfer on your Account balance and for knowing when a transfer, check or other withdrawal will exceed the balance in your Account. As stated in our Deposit Account Agreement (or the Terms and Conditions of Your Account), Trustmark may return (not pay) an electronic funds transfer request for an amount greater than the available balance in your Account; however, at our option but without any duty to do so in the future, we may pay a transfer which exceeds your account balance. Repeated overdrafts may result in cancellation of any agreement you may have with us for electronic funds transfer services. See our Deposit Account Agreement (or the Terms and Conditions of Your Account) for more information about non-sufficient funds and overdrafts. Our Funds Availability Disclosure provides information about when your funds are available for withdrawal. See our Notice to Trustmark Express ATM/ExpressCheck Cardholders for information about holds on funds in your account resulting from authorization of ExpressCheck (debit) card transactions.

Disclosures.

Types of transfers (account access).

Listed below are types of electronic funds transfers we are capable of handling, some of which may not apply to your Account. (Federal law limits the number of certain types of transfers that can be made from a savings account during a certain period of time. For further explanation, see "**LIMITATIONS ON TRANSFERS - Limitations on Frequency (Number) of Transfers. Restrictions on Savings Accounts.**")

Preauthorized credits. You may arrange to make preauthorized transfers to your checking or savings account. You may arrange for certain direct deposits (such as, government retirement benefits, military benefits, social security, dividends, and some employers' payroll or retirement benefits) to be accepted into your checking or savings account.

Preauthorized payments. You may arrange to make preauthorized transfers from your checking or savings account and to pay certain reoccurring bills (such as, insurance premiums or electric company bills) from your checking or savings account.

Third party initiated electronic funds transfers. On the telephone or Internet, you may authorize a third party to initiate an electronic funds transfer by providing the third party with your account and routing information. The third party will debit your account through the Automated Clearinghouse (ACH) network.

Electronic check conversion (e-check). E-check is where you give a merchant or service provider a paper check but authorize the paper check to be used to initiate an electronic funds transfer from your checking account. 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:

1. pay for purchases.
2. pay bills.

Merchant service fee. A merchant or other payee may charge you a fee for the return of an electronic funds transfer or a check due to insufficient or uncollected funds in your account. The fee may be collected by an electronic funds transfer from your account if the merchant or other payee notified you that a fee for returned checks or electronic funds transfers will be collected via electronic funds transfer (and told you the amount of the fee) and you go forward with the transaction.

myTrustmark. If you are a myTrustmark customer using the Internet and entering your myTrustmark Login ID and myTrustmark password, you may:

1. transfer funds from an account at Trustmark to a deposit account designated by you on myTrustmark via a computer with Internet access (You may not transfer funds via myTrustmark until you complete the myTrustmark enrollment process and you sign and return to us a myTrustmark enrollment form on which you show your desire to make transfers via myTrustmark. If you become a myTrustmark transfer customer, certain of your Trustmark accounts will be designated as "linked accounts"; those are the accounts from which funds may be transferred via myTrustmark),
2. transfer funds from a linked account to make a payment on a Trustmark loan, including a credit card designated by you on myTrustmark via a computer with Internet access,
3. pay a bill or recurring bill from the payment account designated by you on myTrustmark via a computer with Internet access ("myTrustmark Payments"). (To pay bills via myTrustmark, you must complete the myTrustmark enrollment process and you must sign and return to us a myTrustmark enrollment form on which you specify your desire to pay bills via myTrustmark. If you become a myTrustmark Payment customer, myTrustmark will designate your primary Trustmark checking account as your "payment account" from which bills may be paid.),
4. check the balance in and view recently cleared transactions on your linked accounts,
5. reorder checks, or
6. transmit a stop payment order on a check written on a linked account.

Trustmark Express ATM Card. You may use your Trustmark Express ATM card (with your PIN) at a Trustmark Express, Pulse, CIRRUS and other Network ATMs ("terminals") to:

1. withdraw cash from your Trustmark checking account(s) or savings account(s),
2. make deposits to your Trustmark checking account(s) or savings account(s),
3. transfer funds between your Trustmark checking account(s) and savings account(s),
4. check balances in your Trustmark Accounts,
5. make payments (by cash or check) on loans or credit cards you have with us,
6. pay for purchases at any retail terminal that displays a debit/ATM option through Pulse Pay or associated networks ("point-of-sale transaction").

Some of these services may not be available at all terminals. You can make deposits to your Trustmark account(s) only at a Trustmark Express ATM specifically set up to take deposits. You can make payments on loans or credit cards you have with us only at a Trustmark Express ATM specifically set up to handle such a transaction.

Trustmark ExpressCheck (debit) Card. You may use your Trustmark ExpressCheck card (with your PIN) to do the same things a Trustmark Express ATM card can do. (See "**Trustmark Express ATM Card**" for an explanation of which services are available at which terminals.) And, you may use your Trustmark ExpressCheck card to:

1. obtain a cash advance from any financial institution which displays the MasterCard® logo,
2. purchase goods or pay for services anywhere a MasterCard® "debit" card is accepted.

Trustmark ExpressCheck cards are not available if you only have a savings account with us; if you have an active checking account with us and you have a Trustmark ExpressCheck card on that checking account, your savings account with us can be added to your Trustmark ExpressCheck card as a secondary account only.

Payroll Card Account. You may access funds from your payroll card ("Pay-Card") account using the Trustmark Express ATM card that will be provided to you after your account has been established. Upon receipt of your ATM card via the mail, you may use it (with your PIN) to:

1. withdraw cash from your Trustmark "PayCard" account.
2. pay for purchases at any retail terminal that displays a debit/ATM option through Pulse Pay or associated networks ("point-of-sale transaction").

Limitations on transfers.

Limitations on Frequency (Number) of Transfers. For security reasons, there are limits on the number of transfers you can make each 24-hour period using ATMs and the point-of-sale transfer service.

Restrictions on Savings Accounts. Under federal regulations, transfers from a savings account to another account belonging to you at Trustmark or to a third party by preauthorized, automatic or telephone transfers (including fax or with Trustmark's home or Internet banking service) are limited to six per calendar month or statement cycle (depending on the type of account you have). If you violate or attempt to violate this limitation, we may reject or reverse the transfer, may close your Account, or may transfer your funds to a non-interest bearing account.

Limitations on Dollar Amounts of Transfers.

Trustmark Express ATM and Trustmark ExpressCheck (debit) card. ATM withdrawals are limited to a maximum of \$800 each business day. ATMs owned by other financial institutions may have different limits. Point of sale transactions to buy goods or services, or to obtain cash, where permitted, using either a Trustmark Express ATM card or a Trustmark ExpressCheck card (with your PIN) are limited to a maximum of \$5000 per business day. You may also use your Trustmark ExpressCheck card in transactions (without your PIN) to buy goods or services anywhere a MasterCard® "debit" card is accepted or to obtain cash from participating financial institutions displaying the MasterCard® logo, limited to a maximum of \$5,000 in pending transactions (transactions which have been authorized but not yet posted to your account) outstanding at any one time. Some merchants may establish a lower limit. These limits may be different if we have separately notified you of a different limit.

myTrustmark. The business day for internal transfers, from one Trustmark deposit account to another Trustmark deposit account, is 9:01 p.m. to 9:00 p.m. CST, seven (7) days a week. The business day for internal transfers from one Trustmark deposit account to a Trustmark non-deposit account (for example, a Trustmark loan, Trustmark mortgage or Trustmark credit card, etc.) is 9:01 p.m. to 9:00 p.m.; however, the payment will not post to the Trustmark non-deposit account until processing on the next business day. The business day for external transfers, from one Trustmark account to accounts at other financial institutions is 3:31 p.m. to 3:30 p.m. CST. External transfers and internal transfers are each separately limited to the designated cut off times listed above for each type of transfer. External transfers and internal transfers are each separately limited to a total dollar amount of \$10,000 per business day. Additionally, external transfers are limited to a total dollar amount of \$30,000 per month.

All Transactions. Transactions may not exceed the lesser of (1) your available Account balance or (2) the maximum amounts stated above, except that transactions exceeding your available account balance may be approved if your account is tied to an overdraft protection agreement with us or if we decide, in our discretion, to approve payment of an overdraft on your account. Each transaction resulting in an overdraft on your account will incur an Overdraft fee, the amount of which is disclosed in the Miscellaneous Service Fee Schedule accompanying this disclosure. See our Deposit Account Agreement (or the Terms and Conditions of Your Account) for more information about non-sufficient funds and overdrafts.

Other Limitations Applicable to Transfers. If you received or, in the future, receive a separate agreement and/or disclosure issued in connection with a particular type of access device or particular **type of transfer**, please refer to that document for additional information about, for example, (1) processing cutoff times (the time by which you must transmit an instruction to make a transfer, on a business day for the transfer or transfer instruction to be acted on that night, with transfers and transfer instructions after that time being acted on the night of the next business day), (2) how long it takes to activate or reactivate a myTrustmark account, (3) charges made in foreign currency with a Trustmark ExpressCheck card, (4) holds which may be put on an account when a Trustmark ExpressCheck card is used to pay for goods or services or to obtain cash, etc.

Down Time. At certain times, myTrustmark will be unavailable and cannot be accessed. Occasionally, an ATM or point-of-sale terminal may be unavailable.

Funds Availability. Our Funds Availability Disclosure addresses when deposits are available for withdrawal.

Consumer's liability for unauthorized transfers and why you should promptly report loss, theft or unauthorized use of an access device.

Tell us AT ONCE if you believe your access device (for example, Trustmark Express ATM card, Trustmark ExpressCheck card, personal identification number or PIN, myTrustmark access number, myTrustmark Login ID, or myTrustmark password, etc.) has been lost or stolen or if you believe that an electronic funds 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 the maximum of an overdraft protection limit, if any, you may have with us). If you tell us within 2 business days after you learn of the loss or theft of your access device, you can lose no more than \$50 if someone used your access device without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your access device, and we can prove we could have stopped someone from using your access device without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make including those made by your access device or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed or sent to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

How to contact us about an unauthorized transfer or the loss or theft of an access device.

If you believe your access device (for example, Trustmark Express ATM card, Trustmark Express Check card, PIN, myTrustmark access number, myTrustmark Login ID, or myTrustmark password, etc.) has been lost or stolen or that someone has transferred or may transfer money from your Account without your permission, call us at 601-961-6000 (in the Jackson, Mississippi area) or 1-800-CHECK-24 (1-800-243-2524) (outside of the Jackson, Mississippi area) or write us at Trustmark National Bank, Attn: Customer Contact Center, Box 291, Jackson, MS 39205-0291. 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.

Business days of Trustmark National Bank.

For purposes of these disclosures, our business days are Monday through Friday. Holidays are not included.

Fees.

Per Transfer Charge. If you have an account on which we charge an excess deposit fee, we will charge you a per-item deposit fee if the number of deposits exceeds the permissible number of deposits per statement cycle. If you have an account on which we charge an excess withdrawal fee, we will charge you a per-item withdrawal fee if the number of withdrawals exceeds the permissible number of withdrawals per statement cycle. To determine the amount of the per-item withdrawal fee or the per-item deposit fee, when such a fee is charged and if such a fee is applicable to your Account, see the Truth-in-Savings disclosure applicable to your Account.

ATM Charge. When you use an ATM not owned by us, you may be charged a fee by the ATM operator and/or by any network used and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer. You may be charged a fee for use of a Trustmark Express ATM card or a Trustmark ExpressCheck card at a Pulse Network ATM, at a CIRRUS Network ATM, or at other Network ATMs. You will be charged a fee for use of a Trustmark Express ATM card or a Trustmark ExpressCheck card at a Trustmark Express ATM located on casino property. We will not charge you a fee for your use of a Trustmark Express ATM card or a Trustmark ExpressCheck card at other Trustmark Express ATMs unless a notice of fee is posted on the Trustmark Express ATM being used by you.

Replacement Fee. We may, at our sole option, charge you a fee for a replacement access device.

Service Fees. If an electronic funds transfer results in an assessment of a service fee (such as, a minimum-balance fee, stop-payment fee, Non-Sufficient Funds fee, Overdrafts fee, etc.) under the Truth-in-Savings disclosure applicable to your Account, you will be charged the applicable fee.

Change in Fees. With prior notice to you, fees are subject to change at our sole discretion.

Amount of Fees. Fee amounts are listed in the Miscellaneous Service Fee Schedule accompanying this disclosure. You may, at anytime, obtain a current list of fees by contacting any of our branch representatives or by calling 1-800- 243-2524 or, in Jackson, Mississippi, 601-961-6000.

Documentation of transfers.

Terminal Transfers. You can get a receipt at the time you make any transfer to or from your Account using one of our Trustmark Express automated teller machines (ATMs), if you request a receipt, or a point-of-sale terminal.

Preauthorized Credits. If you have arranged to have direct deposits made to your Account at least once every 60 days from the same person or company, you can call us at 601-961-6000 (in the Jackson, Mississippi area) or 1-800- CHECK-24 (1-800-243-2524) (outside of the Jackson, Mississippi area) to find out whether or not the deposit has been made.

Periodic Statements. You will get a monthly account statement if you have a checking account. If you have a savings account, you will get a monthly statement unless there are no electronic funds transfers during the month; in any case, you will get a statement at least quarterly.

Preauthorized payments.

Right to Stop Payment and Procedure for Doing So. If you have told us in advance to make regular payments out of your account (a preauthorized transfer), you can stop any of these payments. Here's how: Call us at 601-961-6000 (in the Jackson, Mississippi area) or at 1-800-CHECK-24 (1-800-243-2524) (outside of the Jackson, Mississippi area) or write us at Trustmark National Bank, Attn: Customer Contact Center, P.O. Box 291, Jackson, MS 39205-0291 in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. (We will charge you for each stop payment order you give. The amount of the stop payment charge is disclosed in the Miscellaneous Service Fee Schedule accompanying this disclosure.) A myTrustmark Payment or transfer can be a preauthorized (recurring) electronic funds Transfer or a non-recurring electronic funds transfer. myTrustmark customers - please see the myTrustmark Agreement for an on-line method to cancel a myTrustmark Payment or transfer. myTrustmark customers cannot cancel a completed transfer or myTrustmark Payment.

Notice of Varying Amounts. If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (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.)

Liability for Failure to Stop Payment of Preauthorized Transfer. If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

Stop payments on certain other transfers.

If you have authorized a merchant or other payee to initiate a one-time transfer from your account via telephone or via the Internet by providing

information about your account number at this bank, or if you believe that a check you have issued on your account has been converted to an electronic funds transfer, you may stop payment on any of these transfers by contacting us at 601-961-6000 (in the Jackson, Mississippi area) or at 1-800-CHECK-24 (1- 800-243-2524) (outside of the Jackson, Mississippi area) before the transfer is completed. We will require the exact dollar amount of the transfer, the name of the party to whom you gave the check or authorization, and the check number (if any). We will charge you a fee for each stop payment order you give. Fee amounts are listed in the Miscellaneous Service Fee Schedule accompanying this disclosure.

You may not stop payment on a point-of-sale, ATM or debit card transaction or on a completed transfer or completed payment.

Our liability for failure to make transfers.

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

1. if, through no fault of ours, you do not have enough money in your Account to make the transfer.
2. if you have an agreement with us for overdraft protection and the transfer would go over the available credit limit on your overdraft line.
3. if the transfer would exceed the applicable limit on frequency or dollar amount of transfers.
4. if the automated teller machine where you are making the transfer does not have enough cash.
5. if the terminal, computer, Internet, or system was not working properly and you knew about the breakdown when you started the transfer.
6. if circumstances beyond our control or the processor's control (such as fire, flood or system failure, interference from an outside source, computer virus, other problem associated with an on-line system) prevent the transfer, despite reasonable precautions that the processors or we have taken.
7. if funds are subject to legal process or other encumbrance or a hold restricting such transfer.
8. if the transfer was not completed because you reported to us that your access device was stolen or that the transfer was without your permission or because we otherwise believed that a security breach occurred or was occurring on the use of your Account or electronic funds transfer services.
9. if you gave improper instructions or tried to use an access device in an unauthorized or illegal fashion.
10. if you did not give us the correct information necessary to complete the transfer such as the name, address of the party to receive payment, the transfer amount or applicable account information.
11. if you did not follow the instructions for transfers or if you did not use proper hardware or software or Internet access.
12. for postal delays or processing/mishandling delays by a payee.
13. if the software, hardware, electronic device (telephone, computer, modem, etc.), communication lines, networks, etc. were not working properly and you knew about the malfunction when you initiated a request for transfer.
14. if a technical malfunction happened at the time a preauthorized transfer should have occurred.
15. if you do not change or edit transfer instructions, which were correct when given, but become incorrect prior to the transfer.
16. if your electronic funds transfer privileges had terminated or had been deactivated or your password or access device had expired, or
17. if your Account was closed.

There may be other exceptions stated in our Deposit Account Agreement (or Terms and Conditions of Your Account) or another agreement with you (such as, the myTrustmark Agreement).

Confidentiality – disclosure of account information to third parties.

Unless prohibited by our privacy policy, we will disclose information to third parties about your Account or the transfers you make:

1. where it is necessary for completing transfers; 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 written permission; or
5. as is otherwise provided in other agreements you have with us regarding your deposit account.

Error resolution procedure.

In Case of Errors or Questions About Your Electronic Funds Transfers, Telephone us at 601-961-6000 (in the Jackson, Mississippi area) or at 1-800-CHECK-24 (1-800-243-2524) (outside of the Jackson, Mississippi area) or write us at Trustmark National Bank, Attn: Customer Contact Center, P.O. Box 291, Jackson, MS 39205-0291 (or, if you are a myTrustmark customer, you may send a secure message using the "Message" tab in myTrustmark) as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

1. Tell us your name and account number (if any).
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your Account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your Account. For errors involving new Accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new Accounts, we may take up to 20 business days to credit your Account for the amount you think is in error.

We will tell you the results within three 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 used in our investigation.

(Rev. 4/17)

Transaction Posting Order Disclosure

The Deposit Account Agreement governing your account allows Trustmark to "process (accept, pay, charge or return unpaid) Items to your account in any order we choose, at our discretion, regardless of the order in which the Items are presented to us for payment" and to "change the order that we use to process Items at any time without notice to you." (The Deposit Account Agreement defines "Item" as "any check, draft, withdrawal, transfer or order for the payment of money, oral or written, in electronic or other form including, but not limited to, transfer or withdrawal by ATM, debit card, ACH, wire, online banking, etc.") The following description of Trustmark's Transaction Posting Order lists some of the broad general categories that Trustmark uses to process transactions (deposits and withdrawals) on deposit accounts and the order for processing certain transactions within those categories. It does not address every type of transaction that may be processed by Trustmark on every type of deposit account.

Trustmark's Transaction Posting Order

Generally, Trustmark processes transactions (deposits and withdrawals) we receive by the cutoff time on a Business Day after the close of that Business Day. Transactions received on a non-Business Day or after our "cutoff time" on a Business Day will be treated as if initiated or received on the next Business Day. "Business Day" is any day we are open for carrying on substantially all of our banking business other than Saturday, Sunday, or a Federal Reserve Bank holiday. Different cutoff times may apply to deposits and to withdrawals and there may be different cutoff times for different types of withdrawals. We have the right (at any time, in our sole discretion and without notice to you) to change cutoff times.

Transactions (deposits to and withdrawals from your account) received by the cutoff time on a Business Day will generally be processed after the close of that Business Day in the following order:

- First, we post deposits (credits) received by us before the deposit cutoff time.
- Second, we post withdrawals and other debits we are obligated to pay on your account (such as, a court ordered withdrawal or a garnishment) or have determined should be paid (such as, a wire transfer).
- Third, we process one time debit card transactions, recurring debit card transactions, and ATM debit transactions in the order those transactions actually occurred (by date and time if known). Debit card transactions that were made without the use of your PIN are processed before PIN based debit card transactions that we receive on the same Business Day.
- Fourth, we process other electronic debit transactions (such as ACH debits, checks converted to ACH debits, and certain Internet Banking debits).
- Fifth, we process checks drawn on your account in check number sequence (if ascertainable). Checks for which we cannot determine the check number are processed before checks with a check number.

The withdrawals listed above are only examples and do not include all types of withdrawals that may be processed on your account.

We have the right (at any time, in our sole discretion and without notice to you) to change the categories in which we process transactions, to change the sequence of the categories, and/or to change the order of processing transactions within one or more categories.

As the Deposit Account Agreement provides, "You are responsible for having sufficient funds in your account to pay all Items; therefore, you have no basis for urging us to pay one Item before another Item."

(Rev. 10/12)

Miscellaneous Service Fees

The following fees may be assessed against your account. Fees apply to Personal and Business accounts unless stated otherwise.

Account closing.....	\$20.00	Express ATM card	FREE
• Only applies if account is closed within 180 days of opening		• Card replacement fee.....	\$5.00
ACH notification of change (business only).....	\$1.50	ExpressCheck debit card.....	FREE
Address unknown processing.....	\$5.00	• Card replacement fee.....	\$5.00
ATM charges for transactions		Not available for Savings or Money Market accounts	
• Trustmark ATMs.....	FREE	• Customized card (initial and per each change)	\$5.00
• Non-Trustmark ATMs (unless otherwise posted)	\$2.50	• Card replacement.....	\$5.00
Bond/coupon collection (personal only)		Fax transmission (each page incoming and outgoing).....	\$1.00
• Per coupon collection envelope with same issue and due dates.....	\$25.00	Foreign collection items (each)	\$20.00
• Per bond collection envelope with same issue and series	\$35.00	Funds transfer (telephone assisted)	\$5.00
• Returned bond or coupon.....	\$30.00	Gift cheques (each; personal only).....	\$2.50
Coin and currency (business only)		Hold mail (per statement cycle)	\$1.00
• Coin purchased per roll	\$0.10 - 0.15	International cash letter items (each)	\$2.50
• Currency purchased per strap	\$1.00 - 1.50	• For checks drawn on foreign banks in a foreign currency	
• Cash deposits (Commercial Checking)	\$0.15 per \$100	International drafts	
• Cash deposits (all other business accounts):		• Each	\$27.50
\$5,000 deposited free per month		• Overnight delivery	\$20.00
\$0.25 per \$100 deposited over \$5,000 per month		Legal process	
Collection items.....	\$20.00	• Tax levies.....	\$75.00
Copies of checks (per item)		• Garnishments.....	Varies per local statute
• Personal	\$2.00	Mobile banking.....	FREE
• Business	\$3.00	Money orders (each)	\$5.00
Copies of statements.....	\$5.00	Non-sufficient funds (NSF)	
Deposit bags		• Personal	\$36.00
• Locking (small)	\$40.00	Per each item* returned unpaid; subject to maximum charge of 5 NSF fees or overdraft fees, or a combination thereof, per account per day	
• Locking (large).....	\$50.00	• Business	\$36.00
• Zipper.....	\$3.00	Per each item* returned unpaid	
Dormant status.....	\$8.00	Official checks	\$7.50
• Per month, assessed quarterly only if the account has no customer-initiated activity for a period of <u>one</u> year (Checking) or a period of <u>two</u> years (Savings, Money Market accounts)		Overdrafts (OD)	
Encoded counter items (each)	\$0.50	• Personal	\$36.00
		Per each item* paid in overdraft, subject to a maximum charge of 5 NSF fees or overdraft fees, or a combination thereof, per account per day	
		• Business	\$36.00
		Per each item* in overdraft	

Miscellaneous Service Fees (cont.)

Overdraft transfer fee.....	\$10.00
• With Umbrella, Prime of Life Preferred, and Relationship Banking accounts (personal only).....	FREE
Overdrawn or uncollected balance (business only)	
• Discount rate on ninety-day commercial paper as established by the Federal Reserve Banks of the Federal Reserve Districts of which the state is a part plus 5 percent, or 10 percent, whichever is greater	
Photocopies (each page).....	\$1.00
Redeposited items (business only).....	\$3.00
Research (per hour).....	\$30.00
• \$7.50 per 15 minutes; minimum of \$7.50	
Returned ACH items (business only)	\$6.00
Returned deposited item**	
• Personal	\$7.00
• Business	\$8.00
Safe deposit box	
• Drill service/key replacement.....	Varies by market
• Lost key.....	Varies by market
Statements	
• eStatement.....	FREE
• Paper statement.....	FREE
• eStatement plus paper statement	\$2.00
Per account per month	
• Printout at branch	\$2.00
• Research copy.....	\$5.00
• Reconciliation	\$20.00
Per hour; minimum of \$10.00	
Stop payment.....	\$36.00
Travelers cheques (personal only)	
• Per \$100 issued (cheques for one)	1.5%
With Umbrella, Prime of Life Preferred, and Relationship Banking accounts.....	FREE
• Per \$100 issued (cheques for two).....	2%
With Umbrella, Prime of Life Preferred, and Relationship Banking accounts.....	1.5%
myTrustmark® Bill Pay (personal only).....	FREE
Not available for Savings or Money Market accounts	
Verification of deposit.....	\$10.00

Wire transfer

• Domestic	
Customer incoming.....	\$15.00
Customer outgoing.....	\$20.00
• International	
Customer incoming.....	\$15.00
Customer outgoing.....	\$50.00
• Tax payment.....	\$20.00
• Notification via telephone.....	\$5.00
• Resend of advice	\$25.00
• Date of beneficiary credit.....	\$15.00
• Recall or amendment	\$82.00

Notes:

*The term "item" includes checks, drafts, transfers, in-person withdrawals, withdrawals by ATM, ExpressCheck Debit Card, ACH, online banking or other electronic means, and other debits or withdrawals.

**Per each item returned whether a check, draft, deposit by credit card, debit card, ACH, online banking or other electronic means, and other types of deposits.

(Rev. 04/15)

FACTS

WHAT DOES TRUSTMARK DO WITH YOUR PERSONAL INFORMATION?

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

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

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

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

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

Reasons we can share your personal information	Does Trustmark share?	Can you limit this sharing?
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	YES	NO
For our marketing purposes— to offer our products and services to you	YES	NO
For joint marketing with other financial companies	YES	NO
For our affiliates' everyday business purposes— information about your transactions and experiences	YES	NO
For our affiliates' everyday business purposes— information about your creditworthiness	YES	YES
For our affiliates to market to you	YES	YES
For nonaffiliates to market to you	NO	NO

To limit our sharing Call 1-800-844-4357

Please note:

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

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

Questions? Call 1-800-844-4357

Who we are

Who is providing this notice?

Trustmark National Bank

What we do

How does Trustmark protect my personal information?

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

We restrict access to your personal and account information to those associates with proper authorization to access such information.

How does Trustmark collect my personal information?

We collect your personal information, for example, when you

- open an account or apply for a loan
- make deposits or withdrawals from your account
- use your credit or debit card
- apply for insurance

We also collect your personal information from others, such as credit bureaus.

Why can't I limit all sharing?

Federal law gives you the right to limit only

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

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

What happens when I limit sharing for an account I hold jointly with someone else?

Your choice will apply to everyone on your account.

Definitions

Affiliates

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

The Trustmark Corporation Family of Companies:
Trustmark National Bank; Trustmark Investment Advisors, Inc.;
Fisher Brown Bottrell Insurance, Inc.

Nonaffiliates

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

- do not share

Joint marketing

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

- our joint marketing partners can include institutions such as insurance companies

May 2017

**For more information,
please contact us at:**

1-800-243-2524

trustmark.com

welcometotrustmark.com