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TERMS AND CONDITIONS OF YOUR ACCOUNT

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT - To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

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

AGREEMENT - This Deposit Account Terms and Conditions Agreement, along with any other documents we give you pertaining to your account(s) and related service(s) from us (collectively, the "Agreement"), includes the terms, conditions, agreements and disclosures applicable to any deposit accounts and related services that you have with or receive from us and establishes rules which control your account(s) with us. Please read this Agreement carefully and retain a copy for your records. **SPECIFICALLY, WE REQUEST THAT YOU REVIEW THE SECTIONS RELATED TO ARBITRATION, WHICH BEGIN ON PAGE 9, IN THEIR ENTIRETY.** By signing (manually, electronically, or otherwise) or submitting (electronically, verbally or otherwise) an account application or other form when you open or request an account, product or service, or by otherwise opening or using an account with us or a product or service from us, you acknowledge receipt and review of the terms and conditions in this Agreement and any other applicable agreements and disclosures, including without limitation the Schedule of Charges provided to you when your account was opened, together with all amendments thereto in effect from time to time.

This Agreement is subject to applicable federal laws and the laws of the state of Georgia, including without limitation accounts originated online or otherwise in states where we do not have a branch presence as all such accounts are deemed accepted and opened by us and located in the state of Georgia, without regard to conflicts of law principles (except to the extent that this Agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. You represent and warrant that you shall comply with all applicable laws and regulations. The purpose of this Agreement is to: (a) summarize some laws that apply to common transactions; (b) establish rules to cover transactions or events which the law does not regulate; (c) establish rules for certain transactions or events which the law regulates but permits variation by agreement; and (d) give you disclosures of some of our policies to which you may be entitled or in which you may be interested.

If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard Agreement, but we must agree to any variation in writing either on the signature card for your account or in some other document. You agree that our deposit relationship with you is of debtor and creditor. This Agreement and the deposit relationship do not create a fiduciary or special relationship between you and us. Nothing in this Agreement is intended to vary our duty to act in good faith and with ordinary care when required by law.

As used in this Agreement, the words "we," "our," "us" and "Bank" mean State Bank and Trust Company, and the words "you" and "your" mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this Agreement should be construed so the singular includes the plural and the plural includes the singular.

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

You will be liable for our costs as well as for our reasonable attorneys' fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your account. This includes, but is not limited to, disputes between you and another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your account. This also includes any action that you or a third party takes regarding the account that causes us, in good faith, to seek the advice of an attorney, whether or not we become involved in the dispute. All costs and attorneys' fees can be deducted from your account when they are incurred, without notice to you.

INSUFFICIENT FUNDS AND RETURNED DEPOSITED ITEMS - To minimize the risks of overdrafts and associated fees, we encourage you to make careful records and practice good account management. You agree

to be jointly and severally liable for any account shortage resulting from charges, overdrafts (whether created by check, in-person withdrawal, ATM withdrawal, automated clearing house transaction, debit card transaction, other electronic means or otherwise), or returned deposited items, including shortages within or above your approved credit limit. You have this liability whether the overdraft was caused by you, another with access to your account, or by a person that provided you an item that is deposited to your account but returned by us. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item, requested the debit or withdrawal, or benefited from the charge, overdraft, or returned item. If a check you write or any other transfer or withdrawal request is presented for payment against your account, or if we otherwise receive notice of such check, transfer, or withdrawal request, and there are not sufficient funds available in your account (due to insufficient funds, uncollected items, or otherwise), we shall have the authority, in our sole discretion, to either (a) make payment in accordance with such check, transfer, or withdrawal request; or (b) return the check, transfer, or other withdrawal unpaid. In either case, we are not liable to you for doing so. If we decide to pay the check, transfer, or withdrawal request, you agree to reimburse us immediately for the amount of the overdraft.

Also, unless your account is a Traditional or Roth Individual Retirement Account ("IRA"), (a) your liability includes our costs to collect any account shortage, including, to the extent permitted by law, our court costs and reasonable attorneys' fees; (b) you will be liable for the paid or returned item charge as stated in the Schedule of Charges, even if the transfer or withdrawal request was made by an authorized signer or authorized user on the account other than you; and (c) if we decide not to pay the check, transfer, or withdrawal request, we will charge you a paid or returned item charge. We may also close your account without notice unless notice is required by law. Should we decide to pay an overdraft, we will not be obligated to do so again in the future. In addition, if you deposit an item to your account that we return for non-payment, you are obligated to pay us the paid or returned item charge in the amount as stated in the Schedule of Charges provided to you (unless your account is an IRA). You are responsible for reimbursing us for all overdrawn checks or other withdrawal, transfer, or debit requests, regardless of when or why they were returned, and for all paid or returned item charges. This liability is due immediately and can be deducted by us directly from the account balance whenever sufficient funds are available including, to the extent permitted by law, deposits that may be received from the Social Security Administration.

LIMIT OF LIABILITY - You agree that the amount of any claim you have against us in connection with any account or banking transaction with us, whether brought as a warranty, negligence, wrongful dishonor, or other action, is subject to reduction on the basis of failure on your part (or on the part of your agents) to use reasonable care. We are not responsible for attorneys' fees you might incur due to such claim. **YOU FURTHER AGREE THAT OUR LIABILITY WITH RESPECT TO ANY SUCH CLAIM WILL BE LIMITED TO THE FACE VALUE OF AN ITEM IMPROPERLY DISHONORED OR THE ACTUAL VALUE OF ANY DEPOSITS NOT PROPERLY CREDITED, AND THAT NO LIABILITY FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFIT (WHETHER ARISING OUT OF A PAYMENT ORDER, FUNDS TRANSFER, OR OTHERWISE), WILL EXIST OR BE ASSERTED BY YOU AGAINST US.**

ORDER OF PAYMENT OF TRANSFERS AND WITHDRAWALS - The order in which electronic transactions, checks and other items are paid is important if there is not enough money in your account to pay all of the items that are presented. If an item is presented without sufficient funds in your account to pay it, we may, at our discretion, pay the item, creating an overdraft, or return the item. The following describes the order in which we pay and process these transactions.

In the normal course of business, we generally first pay items we have authorized for you at the time of purchase or order, such as wire transfers, cashier checks, certified checks, or withdrawals at our teller counters, followed by payment of electronic transactions. Electronic transactions include ATM transactions, other transactions using your debit card, telephone transfers and withdrawals, and other electronic transfers or withdrawals from your account. We pay these electronic transactions in the order we receive them based on the day and time. If there are multiple electronic transactions on the same day, we pay them in order of the time we received them when that time information is available to us. When that time information is not available, or if multiple transactions are received at the same time, we pay these electronic transactions in the order of smallest to largest. After paying these electronic transactions, we pay checks and other items in serial number order, or if no serial number is visible, from lowest amount to highest amount. We reserve the right to change the order of payment for all transactions without notice to you, to the extent permitted by law. Also, please be aware that the order of payment may create multiple overdrafts during a single banking day for which you will be charged our paid or returned item charge as stated in our Schedule of Charges.

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

ENDORSEMENTS - We may accept for deposit any item payable to you or your order, even if the item is not endorsed by you. We may give cash back to any one of you. We may endorse and/or collect items deposited to your account without your endorsement but may, at our option and in our sole discretion, require your personal endorsement prior to accepting an item for deposit. Each of you authorizes each other person signing the signature card or account application to endorse any item payable to you or your order for deposit to this account or any other transaction with us. You warrant that all endorsements on items deposited by you are genuine.

WITHDRAWALS - Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs (manually, electronically, or otherwise) to open the account or has authority to make withdrawals may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person who signs (manually, electronically, or otherwise) or has authority to make withdrawals to endorse any item payable to you or your order for deposit to this account or any other transaction with us. You agree that, as to any item that we have no opportunity to examine the signatures, such as an electronic check conversion transaction where a check or similar item is converted into an electronic fund transfer as defined in the Electronic Fund Transfers regulation, you waive any requirement of multiple signatures for withdrawal. We may charge your account for a check even though payment was made before the date of the check, unless we have received written notice of the postdating, as required by this Agreement (please refer to "Postdated Checks" in this Agreement). We may refuse any withdrawal or transfer request which you attempt on forms not approved by us, by any method we do not specifically permit, which is greater in number than the frequency permitted, (see "Transfer Limitations" in this Agreement), or which is for an amount greater or less than any withdrawal limitations. Even if we honor a nonconforming request, we may treat continued abuse of the stated limitations (if any) as your act of closing the account. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply the frequency limitations. The fact that we may honor withdrawal requests that overdraw the available account balance does not obligate us to do so later. You agree that we may charge fees for overdrafts and use subsequent deposits, including, to the extent permitted by law, direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees. If we are presented with an item drawn against your account that would be a "substitute check," as defined by law, but for an error or defect in the item introduced in the substitute check creation process, you agree that we may pay such item. See the Funds Availability Disclosure for information about when you can withdraw funds you deposit into a transaction account. For those accounts for which our Funds Availability Disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal.

For consumer accounts only, we may require not less than 7 days' notice in writing before each withdrawal from an interest-bearing account other than a time deposit, or from any other savings account as defined by Regulation D. Withdrawals from a time account prior to maturity or prior to any notice period may be restricted and may be subject to penalty. See your notice of penalty for early withdrawal.

A temporary debit authorization hold affects your account balance - On debit card purchases, merchants may request a temporary hold on your account for a specified sum of money, which may be more than the actual amount of your purchase. When this happens, our processing system cannot determine that the amount of the hold exceeds the actual

amount of your purchase. This temporary hold, and the amount charged to your account, will eventually be adjusted to the actual amount of your purchase, but it may be up to three days before the adjustment is made. Until the adjustment is made, the amount of funds in your account available for other transactions will be reduced by the amount of the temporary hold. If another transaction is presented for payment in an amount greater than the funds left after the deduction of the temporary hold amount, that transaction will be a nonsufficient funds (NSF) transaction if we do not pay it or an overdraft transaction if we do pay it. You will be charged a NSF or overdraft fee according to our NSF or overdraft fee policy. You will be charged the fee even if you would have had sufficient funds in your account if the amount of the hold had been equal to the amount of your purchase.

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

Individual Account - An account in the name of one person only. Funds in the account may be paid only to that individual, authorized signer, or to someone to whom that individual has given a valid power of attorney, or as otherwise may be required or permitted by law.

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

By opening a joint account with survivorship, each of you agrees that any one of you may make withdrawals without the signature of the others. Each of you appoints each other account owners with power of attorney to endorse any check or draft payable to any one or more of you and to cash or deposit the same.

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

By opening as tenants in common, each of you agrees that any one of you may make withdrawals without the signature of the other. Each of you appoints each other account owner with power of attorney to endorse any check or draft payable to any one of you and to cash or deposit the same.

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

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

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

Business, Organization and Association Accounts - is an account in the name of a corporation, partnership, or other entity or organization. Earnings in the form of interest, dividends, or credits will be paid only on collected funds, unless otherwise provided by law or our policy. We may require the governing body of the entity opening the account to give us a separate authorization telling us who is authorized to act on its behalf. We will honor the authorization until we actually receive written notice of a change from the governing body of the entity.

POWERS OF ATTORNEY - You may decide to appoint someone to act for you as your agent or attorney-in-fact ("agent") under a power of attorney. The power of attorney submitted to us must be satisfactory to us in our

discretion. Unless prohibited by law, we may refuse, with or without cause, to honor powers of attorney that you grant to others. We may request from your agent or legal counsel additional documentation regarding the power of attorney. Failure to provide such documentation may result in the rejection of your power of attorney. We have no obligation to review the legal validity of any power of attorney. We may require your agent to present the original form and refuse to accept a copy. We may not recognize a power of attorney given by one owner on a joint account without the consent of the other joint account holder(s). You agree that we are entitled to rely on any power of attorney that we believe was executed by you and act on any instructions we receive under that form without question and without any liability to you until we receive written notice that the power of attorney has been revoked or terminated and we have had a reasonable time to act on such written notice. We also have no duty or agreement whatsoever to monitor or insure that the acts of the agent are for your benefit. You agree to reimburse use for all claims, costs, losses and damages that we incur in accepting and acting on any power of attorney form that we believe is valid and executed by you.

SECURITY - It is your responsibility to protect your account numbers, checks, CDs, account number(s) and access device(s) (e.g., an ATM card, point-of-sale card and/or PIN) for your account(s). You agree to notify us immediately if any of these things are or may have been lost, stolen, or used without your authorization, or if you believe there is an error on your periodic statement. We may issue replacements for lost or stolen checks, CDs, access devices, or other items, instruments, or cards but only after you have provided such proof and security or indemnification as we may require. In addition, you acknowledge that we may close your account to help prevent future losses. Do not discuss, compare, or share information about your account number(s) or access device(s) with anyone unless you are willing to give them full use of your money. Checks and electronic withdrawals are processed by automated methods, and anyone who obtains your account number or access device could use it to withdraw money from your account, with or without your permission.

You agree that if we offer you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account, such as positive pay or commercially reasonable security procedures, and you reject those services, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services we offered, unless we acted in bad faith or to the extent our negligence contributed to the loss.

Account numbers - Thieves can encode your account number on a check which looks and functions like an authorized check and can be used to withdraw money from your account. Your account number can also be used to issue a "remotely created check." Like a typical check, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a draft or check that can be used to withdraw money from your account. Unlike a typical check or draft, however, a remotely created check is not issued by the paying bank and does not contain the signature of the account owner (or a signature purported to be the signature of the account owner). If you have truly authorized the remotely created check (to purchase a service or merchandise, for example), it is properly payable. But it can be risky to authorize a remotely created check. A swindler could issue a remotely created check in an amount greater than you authorized, or issue additional remotely created checks that you have not authorized. We will not know if the withdrawal is unauthorized or in an amount greater than the amount you have authorized. Payment can be made from your account even though you did not contact us directly and order the payment.

Access devices - If you furnish your access device and grant actual authority to make transfers to someone who then exceeds that authority, you will be liable for the transfers unless we have been notified that transfers by that person are no longer authorized. Please review the additional information you have received or will receive regarding transfers by access device.

Blank checks - You must also take precaution in safeguarding your blank checks. Notify us at once if you think your blank checks have been lost or stolen. As between you and us, if you are negligent in safeguarding your checks, you must bear the loss entirely yourself, or share the loss with us if we failed to use ordinary care which substantially contributes to the loss.

NIGHT DEPOSITORY - We are not liable for any deposit made through the use of our night depositories until we issue a deposit ticket or other receipt acknowledging the deposit. Our count of the amount deposited in a night depository will be conclusive. We may treat the contents of the deposit bag or envelope as not accepted by us for deposit until we have verified the contents. You are solely responsible for any loss incurred from the disappearance, theft, or loss of any envelope, bag, or money before we verify the contents.

STOP PAYMENTS - At your request and risk, we may accept a written or oral stop-payment order on any check drawn on, or Automated Clearing House (ACH) debit from, your account (including a temporary stop-

payment order for a postdated check). To be effective, your stop-payment order must precisely identify the number, date and amount of the item, and the payee. If you provide us with incorrect information, even if the information is a close approximation of the actual information, we will not be liable for payment of the check or debit.

A stop-payment order must be given in the manner required by law and must be received by us in time to give us a reasonable opportunity to act on it. Without limiting the foregoing, we will not be liable for cashing a check or allowing a debit within one business day of receiving the stop-payment order. You may stop payment on any item drawn on your account whether you sign the item or not, if you have an equal or greater right to withdraw from this account than the person who signed the item. However, only the person who initiated a stop-payment request may release the stop-payment request.

Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or certified the item).

If you contact us orally to stop a payment, we may require you to put your request in writing and deliver it to us within 14 calendar days. If we do require you to put your request in writing and you do not, your stop-payment order will be binding on us for only 14 calendar days, after which we may terminate the oral stop-payment order unless renewed by a new stop-payment order request as set forth above. In any case, stop-payment orders will be effective for only six months unless renewed by a new stop-payment order request.

You agree to hold us harmless for any check or debit on which you request a stop-payment, and to indemnify us against any loss, expense, and cost incurred due to our refusal to pay such check or debit. If an official check (for example, a cashier's check) is lost or stolen and you request that a stop-payment order be placed on such check, we may place such a stop-payment order under certain circumstances. You must provide to us a written statement of the loss and must provide an indemnification in a form acceptable to us that will protect us in case the original check is presented. We may delay reimbursing you for the original check until we are reasonably sure that the original check will not be presented. The placement of a stop-payment on an official check is solely at our discretion. If you place a stop-payment order, you agree to pay a fee for each stop payment, in the amount set forth in our Schedule of Charges.

POSTDATED CHECKS - We may pay any checks or other items presented against your account without regard to the date of the item. In order to ensure that we do not pay a postdated check, you may place a stop-payment on the postdated check by complying with our stop-payment policy. If you do not provide appropriate notice to us of a stop-payment, you acknowledge and agree that we are under no obligation to verify the date of the check. You also authorize us to pay the check and debit your account for the amount, even if the check is presented for payment prior to the date written on the check. In addition, we may return, at our sole discretion, the postdated check. You also acknowledge and agree that we will not be liable to you or any payee or payer if we return a postdated check, or if we pay a postdated check drawn on your account when you have not provided appropriate advance notice to us of the postdated check.

STALE-DATED CHECKS - We are not obligated to pay a check presented for payment more than six months after its date, but we may pay such a check and charge your account without liability, even if the presentation occurs after the expiration of a stop-payment order. If you do not want us to pay a stale-dated check, you must place or renew a stop-payment order on the check in the manner we describe in this Agreement.

TELEPHONE TRANSFERS - A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. Unless a different limitation is disclosed in writing, we restrict the number of transfers from a savings account to another account or to third parties, to a maximum of six per month (less the number of "preauthorized transfers" during the month). Other account transfer restrictions may be described elsewhere.

TRANSFER LIMITATIONS - For savings and money market accounts you may make up to six transfers or withdrawals by means of a preauthorized, automatic, or telephonic transfer to another account of yours or to a third party or by check, debit card, or similar order to a third party during any calendar month (or statement cycle of at least four weeks). A preauthorized transfer includes any arrangement with us to pay a third party from your account at (i) a predetermined time; (ii) on a fixed schedule or (iii) upon oral or written orders including orders received through the automated clearing house (ACH). If the transfer or withdrawal is initiated in person, by mail, or at an ATM then there is no limit on the number of payments that may be made directly to you, directly to us for amounts you owe us, or transfers to other accounts you have with us. Withdrawals by phone are also unlimited if you are requesting that a check be mailed to you.

AMENDMENTS AND TERMINATION - The terms of this Agreement, including pricing or other changes to your account, may be amended from time to time by the Bank. We will provide written notice to you of any material amendment to this Agreement, including any such amendment for which we are legally required to provide notice. In some cases we may post a notice of a change in our branch offices or on our website. We may also mail the notice to you at the address currently reflected on your statement or, if we have agreed to this method, we may provide it to you electronically. We may provide a notice as a message on your statement or as an insert with your statement. If a notice of a change to this Agreement is returned to us as being undeliverable or if we stop sending notices or statements to you because your account is deemed dormant or because notices or statements we previously sent to you were returned to us as being undeliverable, you may access the notices by visiting our website or branch offices. You agree to that method of delivery and that changes covered in these notices are still effective and binding on you. Continued use of your account following notice of amendment or a change to the account constitutes your acceptance of such changes. This Agreement and the terms herein superseded any prior agreements, representations or understandings you may have had with any previous financial institution, whether made orally or in writing. We may also close this account at any time upon reasonable notice to you and tender of the account balance personally or by mail. Items presented for payment after the account is closed may be dishonored. When you close your account, you are responsible for leaving enough money in the account to cover any outstanding items to be paid from the account. Reasonable notice depends on the circumstances, and in some cases such as when we cannot verify your identity or we suspect fraud, it might be reasonable for us to give you notice after the change or account closure becomes effective. For instance, if we suspect fraudulent activity with respect to your account, we might immediately freeze or close your account and then give you notice. You agree to keep us informed of your current address at all times. Notice from us to any one of you shall constitute notice to all of you. If we have notified you of a change in any term of your account and you continue to have your account after the effective date of the change, you have agreed to the new term(s).

STATEMENTS - Statements are a valuable tool to help prevent fraudulent or mistaken transfers. Your statement will show the transactions that occurred in connection with your account during the statement period.

Your duty to report unauthorized signatures, alterations and forgeries - Your statement will provide sufficient information for you to reasonably identify the items paid (item number, amount, and date of payment). You should keep a record of each transaction as it is made so that when we give you the information in the statement, you will have a complete understanding of each transaction listed.

You have some responsibilities in connection with your statement. You must examine your statement with "reasonable promptness." Also, if you discover (or reasonably should have discovered) any unauthorized signatures or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you must bear the loss entirely yourself or share the loss with us (we may have to share some of the loss if we failed to use ordinary care and if we substantially contributed to the loss). The loss you might bear, in whole or part, could be not only with respect to items listed on the statement, but also other items with unauthorized signatures or alterations by the same wrongdoer. Of course, an attempt can be made to recover the loss from the thief, but this is often unsuccessful.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but you will not, in any circumstance, have a total of more than 30 days from when we first send or make the statement available to you. Electronic statements shall be deemed to be available to you when the statements are posted on the Internet and we send an electronic mail notification of availability to you or when we send the electronic statement to you.

You further agree that if you fail to report any unauthorized signatures, alterations or forgeries in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we exercised ordinary care. The limitation in this paragraph is in addition to those contained in the second paragraph of this section.

Contact us if you do not receive your regular statement. If this is a business account, you agree that you will have at least two people review your statements, notices, and returned checks, or in the alternative, the person who reviews these will be someone who does not have authority to transact business on the account.

Your duty to report other errors - In addition to the Commercial Code and other state law, you agree there is a common law duty to promptly review your statement for errors in addition to unauthorized or missing signatures, alterations or forgeries. Promptly reviewing your statement is

valuable to both you and us because it can help identify, correct and prevent future mistakes.

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

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

ASSIGNMENTS/ACCOUNT TRANSFERS - Your rights under this Agreement may not be transferred by operation of law or otherwise, and your accounts may not be transferred or assigned by you, without our prior consent or as required by law. However, your obligations under this Agreement shall be binding upon all transferees, assignees and your estate or personal representatives. We may transfer your accounts to another depository institution and assign this Agreement and our related rights and obligations at any time and without prior notice to you or your consent, except as may be required by law.

ADDRESS OR NAME CHANGES - You are responsible for notifying us of any change in your address, phone number, e-mail address, or name. Informing us of your address or name change on a check reorder form is not sufficient. Unless we agree otherwise, at least one of the account owners must make a change of address, phone number, or name. We will attempt to communicate with you only by use of the most recent address you have provided to us. You agree that any notice or communication sent to you at the address in our records shall be effective unless we have received an address change notice from you and we have had a reasonable time to act on it.

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

TEMPORARY ACCOUNT AGREEMENT - If this option is selected, this is a temporary account Agreement. This means that all account owners have not yet signed the signature card, or that some other account opening requirement has not been completed. We may give you a duplicate signature card so that you can obtain all of the necessary signatures and return it to us. Each person who signs to open the account or has authority to make withdrawals (except as indicated to the contrary) may transact business on this account. However, we may at some time in the future restrict or prohibit further use of this account if you fail to comply with the requirements we have imposed within a reasonable time.

SETOFF - We have a right to use the money in any of your accounts or any of your other assets with us or any of our affiliates to pay your debts to us or our affiliates. This is called a right of "setoff." This section explains our right of setoff.

If you ever owe us or any of our affiliates any money as a borrower, guarantor, depositor or otherwise, and such amount becomes due to us or our affiliates, or if we reasonably believe that the amount may be owed to us or our affiliates (even if it is ultimately determined that the amount is not owed), we have the right under law and under this Agreement to pay the debt by using the money from any of your accounts or other assets with us or our affiliates. This right of setoff does not apply to this account if prohibited by law. For example, the right of setoff does not apply to this account if: (a) it is an Individual Retirement Account or similar tax-deferred account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor's right of withdrawal only arises in a representative capacity, or (d) setoff is prohibited by the Military Lending Act or its implementing regulations.

Our right of setoff can arise in several different ways. For example, we have this right of setoff if you fail to maintain sufficient funds in your account(s) for your transactions or if you otherwise fail to timely pay your debts to us or one of our affiliates. If we do exercise this right of setoff, it will be exercised against your accounts and assets in the following order of priority to the extent permitted by law: (a) available Overdraft Protection (if applicable), (b) liquid assets in another of your accounts with us or with

any of our affiliates, (c) any matured certificate of deposit (CD) awaiting rollover or payment to you, and (d) any other CD held with us.

We may setoff the funds in your accounts or other assets with us against any due and payable debt owed to us now or in the future by any of you (any of the account or asset owners) having the right of withdrawal in the accounts or right to the asset, to the extent of such person's or legal entity's right to withdraw or obtain the asset. We may use the money from your accounts to pay the debt even if our withdrawal of the money from your accounts results in a loss of interest, an interest penalty, dishonor of checks, or transaction charges. You understand and agree that any such transaction charges will be in addition to any fees assessed to your account for insufficient funds. Additionally, you understand that you may be subject to monetary penalties if a CD, which has not matured, must be liquidated to cover any amount due to us.

In the case of a partnership or joint account, each partner or joint owner of the account agrees that we may use the money in the partnership or joint account to satisfy any one of their individual obligations to us. Similarly, each partner or joint owner agrees that we may use the money in his or her individual accounts to satisfy obligations in the joint account or partnership account. If your debt arises from a promissory note, then the amount of the due and payable debt will be the full amount we have demanded, as entitled under the terms of the note, and this amount may include any portion of the balance for which we have properly accelerated the due date.

You agree to hold us, our affiliates, and each of our respective officers, directors, employees and agents harmless from any claim or liability arising as a result of our exercise of our right of setoff.

You hereby appoint us as your true and lawful agent and attorney-in-fact, with full power to act in your name and on your behalf, with respect to the execution of all instruments and the taking of all action necessary or desirable to effectuate the rights and remedies provided in this Agreement and by applicable law.

ACCOUNT ADJUSTMENTS - We may make adjustments to your account without notice to you, from time to time to reflect corrections or changes to your balance. Adjustments might occur, for example, if deposits are posted for the wrong amount, or to the wrong account, or if items are returned unpaid. In the event of an error that has caused an overstated balance, you agree to reimburse the overstated amount.

LEGAL ACTIONS AFFECTING YOUR ACCOUNT - If we are served with a subpoena, restraining order, writ of attachment, or execution, levy, garnishment, search warrant, or similar order relating to your account (termed "legal action" in this section), or if we are required to suspend payment by any law or regulation including, but not limited to, those issued by the Office of Foreign Assets Control, we will comply with such legal action or other requirements to suspend payments. Payments will be suspended until final resolution of such legal action or similar process or until the applicable law or regulation authorizes resumption of payments, even though such suspension or compliance may be due to errors arising from similarity of names of customers or other mistakes. If your account is attached, garnished, or otherwise subject to levy by lawful legal action, we will not be liable to you for any sums we may be required to pay because of such attachment, garnishment, or other levy, even if paying the money from your account leaves insufficient funds in your account to pay your items or in any way restricts access to your funds in accordance with the legal action. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorneys' fees and our internal expenses) may be charged against your account. The list of fees applicable to your account(s) provided elsewhere may specify additional fees that we may charge for certain legal actions.

DEATH OR ADJUDICATION OF INCOMPETENCE - You agree to notify us immediately of the death or adjudicated incompetence of any owner or authorized signer or user on your account. We reserve the right to prevent withdrawal from your account upon the death of any owner until all required release-of-funds procedures are completed. We also may freeze, refuse, or reverse deposits and transactions and/or return governmental benefit payments made to an account owner if an owner dies or if an owner is adjudicated incompetent. If you give us instructions regarding your time-deposit (CD) account that are to be effective upon maturity of your account, and you or another owner of the account dies or is adjudicated incompetent prior to maturity of the account, the instructions shall be ineffective if we receive written notice of death or adjudication of incompetence prior to honoring such requests. We may continue to honor your checks, items and instructions until: (1) we know of the death or adjudication of incompetence of any account owner or authorized signer and (2) we have had a reasonable opportunity to act on that knowledge. You agree that we may pay checks drawn on or before the date of death or adjudicated incompetence for up to 10 days after your death or adjudicated incompetence unless ordered to stop-payment by someone claiming an interest in the account.

CONFLICTING DEMANDS AND DISPUTES; RIGHT TO FREEZE OR INTERPLEAD - We are not required to make payment from an account to a depositor, or to any trust account or payable on death (POD) account beneficiary or payee, or any other person claiming an interest in any funds in the account, if we have actual knowledge of, or otherwise believe there may be, a dispute between the depositors, beneficiaries, payees, or other persons concerning their rights to the account proceeds, or in the event that we are otherwise uncertain as to who is entitled to the account funds. In such cases, we may notify, without liability, all depositors, beneficiaries, payees, or other persons claiming an interest in the account of the dispute or uncertainty. We also may refuse, without liability, to disburse any funds in the account to any person until such time as, at our option: (a) all depositors, beneficiaries, payees, and/or other persons claiming an interest in the account have consented in writing to the requested payment; or (b) the payment is authorized or directed by a court of proper jurisdiction; or (c) the party with a conflicting claim has withdrawn his or her claim in writing; or (d) we have proof satisfactory to us in our sole discretion that the dispute has been resolved.

In any case, we may, at our option and without liability, pay or permit withdrawal of any funds on deposit in an account to a depositor or agent of a depositor or trust, or POD account beneficiary or payee, or to another person claiming an interest in the account, even when we have knowledge of a dispute, if the adverse claimant provides suitable security and indemnification to us (as determined in our sole discretion). If, at any time, we believe that your account may be subject to fraudulent or illegal activity, we, at our discretion, may freeze the funds in the account until we are able to complete our investigation of the account and transactions. If we do freeze your account funds, we will provide you notice as soon as reasonably possible, unless we believe such notice is prohibited by law or we believe that notice could result in a security risk to us or the owner of the account funds. In addition, we may refuse to allow a withdrawal from any account in certain cases including, but not limited to, cases where (a) the account is being used as collateral to secure a debt or (b) you fail to pay a Bank loan or other debt or obligation to us on time.

RESTRICTIVE LEGENDS - The automated processing of the large volume of checks we receive prevents us from inspecting or looking for restrictive legends, restrictive indorsements or other special instructions on every check. Examples of restrictive legends placed on checks are "must be presented within 90 days" or "not valid for more than \$1,000.00." For this reason, we are not required to honor any restrictive legend placed on checks you write unless we have agreed in writing to the restriction. We are not responsible for any losses, claims, damages, or expenses that result from your placement of these or other special instructions on your checks.

CHECK PROCESSING - We may process items mechanically by relying on the information encoded along the bottom of the items. This means that we may not individually examine all of your items to determine if the item is properly completed, signed and endorsed. You agree that we have not failed to exercise ordinary care solely because we use an automated system to process items and do not inspect all items processed in such a manner. Although we may visually review such checks and other items from time to time, you agree that reasonable commercial standards do not require us to do so. We reserve the right not to inspect each item because using an automated process helps us keep costs down for you and all other account holders. If we do visually review any check or other item, we may return it unpaid without liability to you if, in our opinion, it does not bear a signature matching the specimen signature card we have on file for your account. You agree, however, that we will not be liable to you for honoring any check, withdrawal request, or other item bearing a signature that, in our sole opinion, matches your signature card or account application, on file with us. We are not responsible for any unauthorized signature or alteration that would not be identified by a reasonable inspection of the item. You also agree to indemnify and hold us harmless from any and all losses, claims, damages, liability, costs, and expenses arising directly or indirectly out of (a) the misuse or unauthorized use of any facsimile signature used on a check, withdrawal request, or other item; or (b) the payment or acceptance of any item with restrictions or notations, whether you are the payee, payer, endorser, drawer, or otherwise. We cannot honor any request to require multiple signers for any checks or other withdrawals or transfers. Therefore, checks and other withdrawal or transfer requests may be paid on one signature notwithstanding any instructions to the contrary, unless required by court order or other law or legal process. An item may be returned after the funds from the deposit of that item are made available for withdrawal. In that case, we will reverse the credit of the item. We may determine the amount of available funds in your account for the purpose of deciding whether to return an item for insufficient funds at any time between the time we receive the item and when we return the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the account balance at the subsequent time will determine whether there are insufficient available funds.

CHECK CASHING - We may charge a fee for anyone that does not have an account with us who is cashing a check, draft or other instrument written on your account. We may also require reasonable identification to cash such a check, draft or other instrument. We can decide what identification is reasonable under the circumstances and such identification may be documentary or physical and may include collecting a thumbprint or fingerprint.

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

TELEPHONIC INSTRUCTIONS - We will not act upon instructions you give us via facsimile transmission or leave by voice mail or on a telephone answering machine.

CLAIM OF LOSS - If you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss.

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

WAIVER OF NOTICES - To the extent permitted by law, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your account.

UNIFORM TRANSFER TO MINORS ACT ACCOUNTS - A custodian may open an account for a minor beneficiary under the Uniform Transfer to Minors Act ("UTMA"). You agree that the funds of the account opened under UTMA are located in the state of Georgia. For this type of account, the minor's SSN/TIN is used for the Backup Withholding Certification. The account may be accessed only by the custodian (or successor custodian), and the funds must be used for the benefit of the minor. We, however, have no duty or agreement whatsoever to monitor or insure that the acts of the custodian (or successor custodian) are for the minor's benefit nor are we responsible to monitor age or eligibility for this type of account, even though our records may include the minor's date of birth. It is the custodian's responsibility to distribute properly the funds in the account upon the minor's death or attainment of the age of majority.

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

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

At our option, we may pay you the amount of the check before your claim becomes enforceable. However, we will require you to agree to indemnify us for any losses we might suffer. This means that if the check is presented after we pay your claim, and we pay the check, you are responsible to cover our losses. We may require you to provide a surety bond to assure that you can pay us if we suffer a loss.

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

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

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

FACSIMILE SIGNATURES - Unless you make advance arrangements with us, we have no obligation to honor facsimile signatures on your checks or other orders. If we do agree to honor items containing facsimile signatures, you authorize us, at any time, to charge you for all checks, drafts, or other orders, for the payment of money, that are drawn on us. If you provide us with facsimile signature specimens, or if you issue items with a facsimile signature on one or more occasions, we are authorized to pay items signed by facsimile signature (including, but not limited to, computer generated signatures) if the actual or purported facsimile signature, regardless of how or by whom affixed, resembles the specimens filed with us by you or resembles a specimen facsimile signature otherwise employed for your benefit. You must notify us at once if you suspect that your facsimile signature is being or has been misused.

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

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

UNLAWFUL INTERNET GAMBLING NOTICE (Commercial Accounts only) - Restricted transactions, as defined by the Federal Reserve Regulation GG as "placing, receiving, or otherwise knowingly transmitting a bet or wager by any means which involves the use, at least in part, of the Internet where such bet or wager is unlawful under any applicable Federal or State law in the State or Tribal lands in which the bet or wager is initiated, received, or otherwise made," are prohibited from being processed through this account or your relationship with us, and you hereby represent and warrant that said restricted transactions will not be processed through this account or your relationship with us.

FUNDS TRANSFERS (ACH AND WIRE TRANSFERS) - The terms used in this section have the meaning given to them in Article 4A of the Uniform Commercial Code - Funds Transfers (UCC 4A). This section will generally not apply to you if you are a consumer. However, even if you are a consumer, this section will apply to that part of any funds transfer that is conducted by Fedwire. This section is subject to UCC 4A as adopted in the state in which you have your deposit with us. This Agreement is also subject to all clearing house association rules, rules of the Board of Governors of the Federal Reserve System and their operating circulars. This Agreement controls funds transfers unless supplemented or amended in a separate written agreement signed by us. This Agreement does not apply to a funds transfer if any part of the transfer is governed by the Electronic Fund Transfer Act of 1978 (EFTA), if and as amended, except

this Agreement does apply to a funds transfer that is a remittance transfer as defined in EFTA unless the remittance transfer is an electronic fund transfer as defined in EFTA.

Funds transfer - A funds transfer is the transaction or series of transactions that begin with the originator's payment order, made for the purpose of making payment to the beneficiary of the order. A funds transfer is completed by the acceptance by the beneficiary's bank of a payment order for the benefit of the beneficiary of the originator's order. You may give us a payment order orally, electronically, or in writing, but your order cannot state any condition to payment to the beneficiary other than the time of payment.

Authorized account - An authorized account is a deposit account you have with us that you have designated as a source of payment of payment orders you issue to us. If you have not designated an authorized account, any account you have with us is an authorized account to the extent that payment of the payment order is not inconsistent with the use of the account.

Acceptance of your payment order - We are not obligated to accept any payment order that you give us, although we normally will accept your payment order if you have a withdrawable credit in an authorized account sufficient to cover the order. If we do not execute your payment order, but give you notice of our rejection of your payment order after the execution date or give you no notice, we are not liable to pay you as restitution any interest on a withdrawable credit in a non-interest-bearing account.

Daily Cutoff time - If we do not receive your payment order or communication canceling or amending a payment order before our daily cutoff time on a funds transfer day for that type of order or communication, the order or communication will be deemed to be received at the opening of our next funds transfer business day.

Payment of your order - If we accept a payment order you give us, we may receive payment by automatically deducting from any authorized account the amount of the payment order plus the amount of any expenses and charges for our services in execution of your payment order. We are entitled to payment on the payment or execution date. Unless your payment order specifies otherwise, the payment or execution date is the funds transfer date we receive the payment order. The funds transfer is completed upon acceptance by the beneficiary's bank. Your obligation to pay your payment order is excused if the funds transfer is not completed, but you are still responsible to pay us any expenses and charges for our services. However, if you told us to route the funds transfer through an intermediate bank, and we are unable to obtain a refund because the intermediate bank that you designated has suspended payments, then you are still obligated to pay us for the payment order. You will not be entitled to interest on any refund you receive because the beneficiary's bank does not accept the payment order.

International ACH transactions - If we reasonably believe that a debit or credit transaction or a transfer of funds on this account or any of your accounts with us is in violation of applicable U.S. legal requirements (including our obligations under programs administered by the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC) and the Financial Crimes Enforcement Network (FinCEN)), we may refuse the posting of that transaction, which may potentially affect the settlement and/or availability of such payments.

Security procedure - As described more fully in a separate writing, the authenticity of a payment order or communication canceling or amending a payment order issued in your name as sender may be verified by a security procedure. You affirm that you have no circumstances which are relevant to the determination of a commercially reasonable security procedure unless those circumstances are expressly contained in a separate writing signed by us. You may choose from one or more security procedures that we have developed, or you may design your own security procedure if it is acceptable to us. If you refuse a commercially reasonable security procedure that we have offered you, you agree that you will be bound by any payment order issued in your name, whether or not authorized, that we accept in good faith.

Duty to report unauthorized or erroneous payment (Commercial Accounts Only) - It is your responsibility to review your account daily to determine that all payment orders or amendments to payment orders that we accept that are issued in your name are authorized, enforceable, in the correct amount, to the correct beneficiary, and not otherwise erroneous. If you discover (or with reasonable care should have discovered) an unauthorized, unenforceable, or erroneously executed payment order or amendment, you must exercise ordinary care to notify us within 24 hours from when you are notified of our acceptance or execution of the payment order or amendment or that your account was debited with respect to the order or amendment. If you do not provide us with timely notice, you will not be entitled to interest on any refundable amount. If we can prove that you failed to perform your duties with respect to an erroneous payment and that we incurred a loss as a result of the failure, you are liable to us for the amount of the loss not exceeding the amount of your order.

Identifying number - If your payment order identifies an intermediate bank, beneficiary bank, or beneficiary by name and number, we and every receiving or beneficiary bank may rely upon the identifying number rather than the name to make payment, even if the number identifies an intermediate bank or person different than the bank or beneficiary identified by name. Neither we nor any receiving or beneficiary bank have any responsibility to determine whether the name and identifying number refer to the same financial institution or person.

Record of oral or telephone orders - You agree that we may, if we choose, record any oral or telephone payment order or communication of amendment or cancellation.

Notice of credit - If we receive a payment order to credit an account you have with us, we are not required to provide you with any notice of the payment order or the credit. Credit entries may be made by ACH.

Provisional credit - You agree to be bound by the automated clearing house association operating rules that provide that payments made to you or originated by you by funds transfer through the automated clearing house system are provisional until final settlement is made through a Federal Reserve Bank or otherwise payment is made as provided in Article 4A-403(a) of the Uniform Commercial Code.

Refund of credit - You agree that if we do not receive payment of an amount credited to your account, we are entitled to a refund from you in the amount credited and the party originating such payment will not be considered to have paid the amount so credited.

Amendment of Agreement - From time to time we may amend any term of this Agreement by giving you reasonable notice in writing or any other method permitted by law. We may give notice to anyone who is authorized to send payment orders to us in your name, or to anyone who is authorized to accept service.

Cancellation or amendment of payment order - You may cancel or amend a payment order you give us only if we receive the communication of cancellation or amendment before our cutoff time and in time to have a reasonable opportunity to act on it before we accept the payment order. The communication of cancellation or amendment must be presented in conformity with the same security procedure that has been agreed to for payment orders.

Intermediaries - We are not liable for the actions of any intermediary, regardless of whether or not we selected the intermediary. We are not responsible for acts of God, outside agencies, or nonsalaried agents.

Erroneous execution - If we receive an order to pay you, and we erroneously pay you more than the amount of the payment order, we are entitled to recover from you the amount in excess of the amount of the payment order, regardless of whether you may have some claim to the excess amount against the originator of the order.

Objection to payment - If we give you a notice that reasonably identifies a payment order issued in your name as sender that we have accepted and received payment for, you cannot claim that we are not entitled to retain the payment unless you notify us of your objection to the payment within one year of our notice to you.

TAXPAYER IDENTIFICATION NUMBER; BACKUP WITHHOLDING/TIN CERTIFICATION - Federal law requires us to obtain the Taxpayer Identification Number (TIN) applicable to all accounts. For individuals, this is your Social Security Number (SSN) or Individual Taxpayer Identification Number; for legal entities, this is your Employer Identification Number (EIN). If you are a sole proprietor, you may use your SSN or EIN.

Federal tax law may require us to report to the Internal Revenue Service (IRS) interest and other payments we make to you from time to time, and to include your TIN. Therefore, we require you to provide us with your TIN and to certify that it is correct. In some circumstances, federal law requires us to withhold and pay to the IRS, on your behalf, a percentage of the interest earned on funds in your account(s) as federal income tax. This is known as backup withholding. We will not have to deduct backup withholding from your interest if, when you open your account, you certify your TIN and certify that you are not subject to backup withholding due to underreporting of interest. There are special rules if you do not have a TIN but have applied for one, if you are a foreign person, or if you are exempt from the reporting requirements. We may subsequently be required to begin backup withholding if the IRS informs us that you supplied an incorrect TIN or that you underreported your interest income.

CREDIT VERIFICATION AND CONSUMER REPORTS - By requesting to open an account with us or adding a new service to an existing account, or by agreeing to be a signer on an account or obtaining any other service from us, you (and, if acting in a representative capacity, individually and for such entity or person that you represent) agree that we may obtain credit and employment information by any means, including obtaining information from check or credit-reporting agencies and/or from other sources. You also agree that we may obtain consumer reports (credit reports) for any reason on any of you from time to time in the future when updating, renewing, or extending your account. We may do so at the time you open

your account, at any time while your account is open, or after your account is closed, if you owe us any amount related to your account. Upon your request, we will tell you whether we obtained a consumer report (credit report) and the name and address of any consumer-reporting agency that provided such reports.

FURNISHING INFORMATION TO CONSUMER-REPORTING AGENCIES

- We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report. If you believe that we have furnished any inaccurate information relating to your account to any consumer-reporting agency, you may notify us by phone or mail using the contact information listed at the end of this agreement. To help us respond to your notification, include your account number, Social Security Number, the name of the consumer-reporting agency reflecting the inaccurate information, and an explanation of why you believe the information is inaccurate. You understand that you may also contact the appropriate consumer-reporting agency directly at the appropriate address and toll-free number: [Equifax, P.O. Box 740241, Atlanta, GA 30374, 800.759.5979; Trans Union, P.O. Box 390, Springfield, PA 19064, 800.888.4213; or Experian, 701 Experian Parkway, Allen, TX 75013, 800.682.7654.]

CHECK ORDERS AND FORMATS - For some products you may order blank checks from us by completing a check reorder form. Printed check order fees will be debited from your account and will appear on your monthly account statement. If you order checks from a separate vendor, those checks may not meet our format or encoding requirements. At our sole discretion, we may refuse to honor or accept checks or other forms that you create or other companies provide that do not meet our format or encoding requirements and may refuse any withdrawal or transfer request that you attempt on forms not approved by us or by any method we do not specifically permit. You are liable for all claims, costs, losses and damages that may result from the use of a non-standard check or deposit ticket. If we do honor a non-conforming check, we may impose (and you agree to pay) a check processing fee.

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

To provide you with the best possible service in our ongoing business relationship for your account we may need to contact you about your account from time to time by telephone, text messaging or email. However, we must first obtain your consent to contact you about your account because we must comply with the consumer protection provisions in the federal Telephone Consumer Protection Act of 1991 (TCPA), CAN-SPAM Act and their related federal regulations and orders issued by the Federal Communications Commission (FCC).

- Your consent is limited to this account, and as authorized by applicable law and regulations.
- Your consent does not authorize us to contact you for telemarketing purposes (unless you otherwise agreed elsewhere).

With the above understandings, you authorize us to contact you regarding this account throughout its existence using any telephone numbers or email addresses that you have previously provided to us or that you may subsequently provide to us.

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

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

DEPOSIT RECLASSIFICATION - For regulatory accounting purposes only, we may designate two sub-accounts for a checking and/or demand deposit account. One sub-account is a checking account and the other is a savings account. Checks and other third party transfers are paid from the checking sub-account. If we pay interest to your checking and/or demand deposit account, your interest calculation will remain the same. We may periodically transfer funds between these two sub-accounts. This accounting device does not affect either the appearance or the operation of your checking and/or demand deposit account in any way.

FORCE MAJEURE - Notwithstanding anything to the contrary in this Agreement, the Bank shall not be liable for damages due to any delay or default in performing hereunder, if such delay or default is caused by conditions beyond its control including, but not limited to acts of God, government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond its reasonable control.

ARBITRATION - You acknowledge that this Agreement evidences a transaction involving interstate commerce. The United States Arbitration Act, 9 U.S.C. § 1, et seq., shall govern the interpretation, enforcement, and proceedings pursuant to the arbitration requirements set forth in this Agreement.

UNILATERAL RIGHT TO ELECT AND COMPEL ARBITRATION.

IT IS IMPORTANT THAT YOU READ THIS ARBITRATION PROVISION CAREFULLY. IT PROVIDES THAT YOU MAY BE REQUIRED TO SETTLE A CLAIM OR DISPUTE THROUGH ARBITRATION, EVEN IF YOU PREFER TO LITIGATE SUCH CLAIMS IN COURT. YOU ARE WAIVING RIGHTS YOU MAY HAVE TO LITIGATE THE CLAIMS IN A COURT OR BEFORE A JURY. YOU ARE WAIVING YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT, CLASS ACTION ARBITRATION, OR OTHER REPRESENTATIVE ACTION WITH RESPECT TO SUCH CLAIMS.

- (a) AT OUR SOLE AND EXCLUSIVE OPTION, ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE SETTLED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS COMMERCIAL ARBITRATION RULES THEN IN EFFECT, AND JUDGMENT ON THE ARBITRATION AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF.
- (b) ARBITRATION SHALL BE BETWEEN YOU AND THE BANK ONLY, AND NO CLAIM MAY BE JOINED WITH ANOTHER DISPUTE OR LAWSUIT, OR CONSOLIDATED WITH THE ARBITRATION OF ANOTHER CLAIM, OR RESOLVED ON BEHALF OF SIMILARLY SITUATED PERSONS, OR BROUGHT AS PRIVATE ATTORNEY GENERAL OR ON ANOTHER SIMILAR REPRESENTATIVE BASIS. FOR ANY CLAIMS SUBJECT TO ARBITRATION, YOU MAY NOT PARTICIPATE IN A CLASS ACTION IN COURT OR IN A CLASS-WIDE ARBITRATION, EITHER AS A PLAINTIFF OR CLAIMANT, CLASS REPRESENTATIVE OR CLASS MEMBER.
- (c) THE LOCATION OF ARBITRATION SHALL BE ATLANTA, GEORGIA.
- (d) THE ARBITRATION SHALL BE CONDUCTED IN THE ENGLISH LANGUAGE.
- (e) IN THE EVENT THAT ANY AFFIRMATIVE CLAIM ASSERTED IN THE ARBITRATION IS EQUAL TO OR EXCEEDS \$1,000,000, EXCLUSIVE OF INTEREST AND ATTORNEYS' FEES, THE DISPUTE SHALL BE HEARD AND DETERMINED BY THREE (3) ARBITRATORS.
- (f) WITHIN THIRTY (30) DAYS AFTER THE SERVICE OF A WRITTEN REQUEST FOR PRODUCTION OF DOCUMENTS, THE RECEIVING PARTY SHALL PROVIDE THE REQUESTING PARTY WITH COPIES OF REQUESTED DOCUMENTS THAT ARE RELEVANT TO THE CLAIMS, COUNTERCLAIMS, AND DEFENSES ASSERTED IN THE ARBITRATION, AND THAT ARE NOT PRIVILEGED. ANY OBJECTION TO A REQUEST FOR PRODUCTION OF DOCUMENTS THAT CANNOT BE RESOLVED BETWEEN THE PARTIES TO THE ARBITRATION SHALL BE DETERMINED BY THE ARBITRATOR(S), WHICH DETERMINATION SHALL BE CONCLUSIVE. THIS PROCEDURE RELATED TO THE PRODUCTION OF DOCUMENTS SHALL BE THE SOLE FORM OF WRITTEN DISCOVERY PERMITTED IN THE ARBITRATION.
- (g) EACH PARTY TO THE ARBITRATION SHALL BE PERMITTED TO TAKE A MAXIMUM OF THREE (3) DEPOSITIONS OF FACT WITNESSES. TO THE EXTENT THAT A PARTY TO THE ARBITRATION DESIRES TO TAKE MORE THAN THREE (3) FACT WITNESS DEPOSITIONS, THE PARTY SHALL REQUEST PERMISSION FROM THE ARBITRATOR(S) TO TAKE THE ADDITIONAL DEPOSITION(S). THE ARBITRATOR(S) SHALL PERMIT ADDITIONAL FACT WITNESS DEPOSITION(S) UPON GOOD CAUSE SHOWN OR THE AGREEMENT OF THE PARTIES. NO FACT WITNESS DEPOSITION SHALL LAST LONGER THAN FOUR (4) HOURS OF DEPOSITION TIME. ALL OBJECTIONS TO QUESTIONS POSED IN THE DEPOSITION(S) SHALL BE RESERVED FOR THE ARBITRATION HEARING EXCEPT FOR OBJECTIONS BASED UPON PRIVILEGE.

- (h) TO THE EXTENT THAT EITHER PARTY TO THE ARBITRATION INTENDS TO RELY UPON THE TESTIMONY OF AN EXPERT WITNESS(ES) DURING THE ARBITRATION HEARING, THE OTHER PARTY SHALL BE ENTITLED TO DEPOSE THE EXPERT WITNESS(ES) FOR A MAXIMUM OF SEVEN (7) HOURS OF DEPOSITION TIME. THE EXPERT WITNESS(ES) SHALL PRODUCE A REPORT OR STATEMENT WHICH SETS OUT THEIR EXPERT OPINION AND THE FACTUAL AND LEGAL BASIS THEREOF AT LEAST FOURTEEN (14) DAYS PRIOR TO THE SCHEDULED DEPOSITION, AND AT LEAST THIRTY (30) DAYS PRIOR TO THE DATE OF THE ARBITRATION HEARING. ALL OBJECTIONS TO QUESTIONS POSED IN THE DEPOSITION(S) SHALL BE RESERVED FOR THE ARBITRATION HEARING.
- (i) THE ARBITRATION AWARD SHALL BE MADE WITHIN ONE HUNDRED TWENTY (120) DAYS AFTER THE APPOINTMENT OF THE ARBITRATOR(S), AND THE ARBITRATOR(S) SHALL AGREE TO COMPLY WITH THIS SCHEDULE BEFORE ACCEPTING APPOINTMENT.
- (j) THE PARTIES SHALL BEAR AN EQUAL SHARE OF THE ARBITRATORS' AND ADMINISTRATIVE FEES.
- (k) NOTWITHSTANDING ANY LEGAL AUTHORITY TO THE CONTRARY, "MANIFEST DISREGARD OF THE LAW" ON THE PART OF THE ARBITRATOR(S) IN RENDERING AN AWARD SHALL CONSTITUTE A VALID GROUND FOR VACATUR.

This arbitration provision shall survive termination or suspension of the account(s) or this Agreement. If any portion of this arbitration provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of this arbitration provision or Agreement; provided, however, if the limitations on class actions are struck in a proceeding brought on a class, representative or private attorney general basis, without impairing the right to appeal such decision, this entire arbitration provision (other than this proviso) shall be null and void in such proceeding.

SEVERABILITY. In the event that any clause or provisions of this Agreement shall be held to be invalid for any reason, the invalidity of such clause or provision shall not affect any of the remaining portions or provisions of this Agreement.

CONSENT TO JURISDICTION. You irrevocably and unconditionally submit to the jurisdiction of the state and federal courts sitting in Bibb County, Georgia with respect to any action or proceeding arising out of or related to this Agreement. The state and federal courts sitting in Bibb County, Georgia shall be the exclusive venue for any action or proceeding arising out of or related to this Agreement subject to our right to elect arbitration.

WAIVER. We may waive any of the terms and conditions of the Agreement, but such waiver shall apply only on that occasion. Such waiver shall not constitute a waiver of any other provision of the Agreement. Any such waiver shall not affect our right to enforce any of our rights with respect to other customers or to enforce any of our rights with respect to later transactions with you and is not sufficient to modify the Agreement.

ELECTRONIC SIGNATURE. The parties hereby agree that we may accept your execution of this Agreement by using an original handwritten signature, a signature on an electronic image (such as .pdf or .jpg format) or electronic signature, and all such signatures shall be considered an original, handwritten signature for purposes of this Agreement. Furthermore, this Agreement may be reproduced by us by any photographic, photostatic, microfilm, xerographic or similar process, and you hereby agree that any such reproduction shall be admissible in evidence as the original itself in any judicial or administrative proceeding (whether or not the original is in existence and whether or not such reproduction was made in the regular course of business). You expressly agree to conduct the transactions contemplated by this Agreement by electronic means in accordance with the Uniform Electronic Transaction Act as adopted in the State of Georgia.