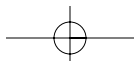
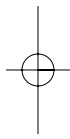
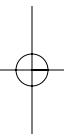


# CONSUMER AND BUSINESS DISCLOSURE BOOKLET

Effective April 24, 2009  
for former FirstBank Financial Services accounts  
converting to Regions Bank systems

- Deposit Agreement
- Agreement and Disclosure Statement  
for the Use of ATM Cards, Debit Cards  
and CheckCards
- Safe Deposit Box Lease Agreement
- Privacy Pledge to Consumers
- Personal Checking, Money Market, Savings  
& IRA Accounts (Pricing Schedule)
- Business Checking, Money Market & Savings  
Accounts (Pricing Schedule)
- Schedule of Fees for Commercial/Business Banking  
Analyzed Depository Services





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## Deposit Agreement

Welcome to Regions Bank. We appreciate your business and we are pleased you are one of our customers. This Agreement contains the following sections:

- Section I: Agreement For Deposit Accounts**
- Section II: Time Deposits/Certificates of Deposit**
- Section III: Individual Retirement Accounts**
- Section IV: Funds Availability Policy**
- Section V: Electronic Fund Transfer Disclosure To Our Consumer Customers**
- Section VI: Important Information For Our Consumer Customers About Substitute Checks**

This Agreement covers any and all deposit accounts you have or have had from time to time with Regions Bank, by whatever name or description, including, but not limited to, checking accounts, savings accounts, money market deposit accounts, time deposit accounts, and certificates of deposit. As used herein, the terms "account," "deposit," and/or "deposit account" shall mean and refer to any such deposit account. Any **BINDING ARBITRATION** provisions set forth in this Agreement also apply to any account, contract, loan, transaction, business, contact, interaction or relationship you may have or have had with us from time to time. Further, as used in, or in relation to, or in interpreting any provision of this Agreement as it relates or applies to any **BINDING ARBITRATION** provisions set forth in this Agreement, the term "account" shall also include any account or other business relationship of any nature whatsoever you may hold or have held from time to time with any of us.

You should read this Agreement carefully and keep it with your other account records. The following terms and definitions apply when used in this Agreement:

**Agreement** – this Deposit Agreement.

**Item** – includes, without limitation, a check, draft, negotiable order of withdrawal, note, withdrawal slip, oral payment, transfer or withdrawal order made by telephone or in person, and/or withdrawal, payment or transfer order initiated through an automated teller machine (ATM) or point of sale (POS) terminal or any other electronic device, means or network, and/or a check or draft you have authorized a third party to charge to your account, whether by any manual or any electronic means.

**You, your, yours, depositor, and customer** – as the context may require, any person or entity in whose name the account is maintained according to our records, and/or any person or entity that uses the account or is authorized to transact business on the account, whether such authority is evidenced by signature cards, organizational resolutions, or otherwise, and/or any person or entity that has a beneficial interest in the account, and/or any such person's or entity's assignee or successor in interest to the account.

**We, us, our, ours, and Regions** – Regions Bank, and with respect to any **BINDING ARBITRATION** provisions set forth in this agreement, such terms also mean and refer to Regions Bank and its parent(s), subsidiaries, affiliates, employees, officers, directors, agents and representatives, as may exist from time to time.

Other definitions may appear within the remaining text of this Agreement.

▶ **ARBITRATION AND WAIVER OF JURY TRIAL. THIS AGREEMENT CONTAINS PROVISIONS FOR BINDING ARBITRATION AND WAIVER OF JURY TRIAL. YOUR ACCEPTANCE OF THIS AGREEMENT INCLUDES YOUR ACCEPTANCE OF AND AGREEMENT TO SUCH PROVISIONS.**

### SECTION I: AGREEMENT FOR DEPOSIT ACCOUNTS

1. **Acceptance Of This Agreement.** By signing a signature card when you open an account, by signing any signature maintenance card or other account document for an account, by depositing funds into, or withdrawing funds from, any account, by being named as a beneficiary or joint owner by an existing owner of an account, by using an account with us, or permitting anyone else to get access to your account through any of our electronic banking services, or by maintaining an account after our sending or providing to you by any reasonable means (including but not limited to: by mail to the mailing address we have for you on our records; by e-mail to the e-mail address we have for you on our records; by making available or publishing on or with the periodic statement of an account; by publishing on our official web site at <http://www.regions.com>

or any subsequent official Regions Bank web site; or by making publicly available at any of our locations at the time you open or modify an account) this Agreement or any amendment(s) to this Agreement or by your receipt of the same by any means, you agree to the terms of this Agreement, as amended. Our agreement with you includes this Agreement, our pricing schedule, funds availability policy as posted, and any supplemental provisions we print concerning your account, which are applicable. All these documents together are a contract between you and us.

We may also provide you with agreements and disclosure statements ("Disclosure Statements") governing certain services associated with your account, including, but not limited to, ATM or debit card services, telephone or online banking services, preauthorized funds transfer services, and wire transfer services. Both this Agreement and the Disclosure Statements govern those services. If, however, any provision of this Agreement conflicts with any provision of a Disclosure Statement, then the conflicting provision of the Disclosure Statement shall prevail with respect to the corresponding service. To the fullest extent permitted by law, we may provide you notices and disclosures by electronic means. You agree that, unless otherwise expressly agreed by us in writing, the deposits in your account are general deposits. You further agree that the relationship between us and you with respect to any account covered by this Agreement, including one titled as a "trust account" or similar designation, is solely that of debtor and creditor, and that we are not acting as your fiduciary.

- 2. Deposits; Deposit Of Substitute Checks.** You can make deposits by mail, in person, or otherwise at any of our facilities that accept deposits. If you fail to endorse an item that you cash or submit for deposit, we have the right, but are not obligated, to supply the missing endorsement. We may require that certain government, insurance company and other special types of items be personally endorsed by each of the payees. You agree to reimburse us for any loss or expense (including reasonable attorneys' fees as permitted by law) that we incur because you fail to endorse an item exactly as it is drawn. We also have the right to limit, refuse or return any deposit. If we discover an error in any deposit, we may make correcting entries and notify you of the correction.

Preprinted deposit slips help us process deposits more quickly and minimize errors. We will not be liable for any errors resulting from the use of a counter deposit slip, whether completed by you or by one of our employees. You are responsible for reconstruction and proof of loss of any items, including checks and other negotiable instruments included in deposits that are lost or stolen in transit before we have received and accepted the deposit. Further, you agree to fully cooperate and assist in the reconstruction of any items, including checks and other negotiable instruments included in the deposits that are lost or stolen after we have received and accepted the deposit. If a deposit contains foreign currency or items that are denominated in a foreign currency, the final credit for the deposit will be based on the exchange rate in effect at the time we receive final payment for those items in United States Currency.

You acknowledge that any ATM we operate which accepts deposits, our night depositories, our deposit by mail service, and any post-verification deposit service that we offer ("Convenience Depository Services") are for your convenience. We are not accountable for deposits made through any Convenience Depository Service until the deposit is actually verified and accepted by our authorized employees. Our records are conclusive proof of what deposits we received from you through any Convenience Depository Service. Any initial or interim credit that you receive with respect to a deposit made through any Convenience Depository Service is subject to verification by us, and we may make adjustments to your account at any time to ensure proper crediting to your account. You agree to comply with our rules in effect from time to time for making deposits using Convenience Depository Services and you agree to use equipment and supplies (e.g., bags and envelopes) that conform to our specifications. You agree to exercise due care in using any Convenience Depository Service (e.g., by properly sealing depository bags, securing night deposit boxes, etc.), and you agree that we are not responsible for any loss or damage you may incur in connection with the use of any Convenience Depository Service unless the loss or damage is the result of our gross negligence or deliberate malfeasance. We may discontinue or suspend any Convenience Depository Service at any time in our discretion without notice to you, except such notice as may be required by applicable law.

Deposits made after 2:00 p.m. local time where the deposit taking facility is located (or at other times as may be displayed or as may be applicable to certain Convenience Depository Services)

or on a day when we are not open to the public for carrying on all of our banking functions shall be considered as being made the following business day. Subject to our right of setoff, each deposit you make with us will become available for withdrawal in accordance with our Funds Availability Policy from time to time in effect.

You agree that you will not deposit, without our prior written consent, "substitute checks," as defined by federal law, or Image Replacement Documents that purport to be substitute checks and have not been previously endorsed by a bank. If you deposit such an item, you agree to reimburse us for losses, costs and expenses we may incur associated with warranty or indemnity claims. If you provide us with an electronic representation of a substitute check for deposit into your account instead of an original check, you agree to reimburse us for losses, costs and expenses we incur because the substitute check resulting from the electronic representation does not meet applicable substitute check standards and/or causes duplicate payments.

In addition to warranties provided elsewhere in this Agreement or provided by law, you warrant that all items, whether paper or electronic, deposited by you for collection by us are properly payable. If you deposit a "Remotely Created Check," as that term is defined in regulations and/or issuances of the Board of Governors of the Federal Reserve System, as amended, you warrant that the person on whose account the Remotely Created Check is drawn authorized the issuance of the check in the amount stated on the check and to the payee stated on the check.

- 3. Collection Of Items.** In receiving items for deposit or collection, we act as your collection agent and assume no responsibility beyond the exercise of ordinary care. Special instructions for handling an item are effective only if made in a separate writing and given to us along with the item. We will not be liable for default or negligence of our correspondents or for loss in transit, and each correspondent will be responsible for its own negligence. Items and their proceeds may be handled in accordance with applicable Federal Reserve rules, clearinghouse rules, funds transfer system rules, and contractual agreements with other financial institutions. All items are credited subject to final payment and our receipt of cash or its equivalent. Without prior notice to you, we may charge back any dishonored item at any time, whether before or after final payment by the drawer's bank, even if doing so results in an overdraft in the account. We may exercise charge-back whether the item is returned or not, and whether it is returned by electronic or other means. You will be liable for any overdraft created by the charge-back, including applicable overdraft fees. We are authorized to pursue collection of previously dishonored items and, in doing so, we may permit the payor bank to hold an item beyond any applicable deadline.

As your agent for collecting your checks, we may "truncate" your paper checks (i.e., convert them into electronic information or images) and present and return them electronically. We may also truncate paper checks that are dishonored by the drawer's bank when we re-present them. Under authority of federal law (commonly called "Check 21"), we may reconvert a truncated check into a paper "substitute check" which is the legal equivalent of the original. For further details, see Section VI – Important Information For Our Consumer Customers About Substitute Checks below.

- 4. Authorized Signers; Remotely Created Drafts; Facsimile Signatures.** You appoint as your attorney-in-fact and/or duly authorized agent each person whose name is recorded on the signature card for an account to conduct all business with respect to the account (except as restricted herein) including, but not limited to, issuing stop payment orders, depositing funds to the account, closing the account and receiving the balance of funds on deposit, endorsing any item payable to a depositor (or payable jointly to a depositor and any other person) for deposit to the account, and withdrawing funds from the account. You authorize us to honor instructions received by us from any such person, whether such instructions are written, oral (including by telephone) or electronic. Where applicable law requires your concurrence in any transaction or business regarding or affecting your account, you expressly authorize any other signatory on your account to concur on your behalf as your attorney-in-fact or agent, and the authorization of any such transaction or business by any other signatory constitutes your concurrence without any further action or expression on the part of such signatory or on your part. Because our automated check processing precludes us from identifying items that require multiple signatures, you agree that any multiple signature requirement is for your internal purposes only, and you authorize us to debit your account even though the item contains less than the required number of signatures.

We may, if we elect to do so, honor items signed in different form from that set forth on the signature card, or we may refuse to pay any item where the account to be charged is not accurately described or encoded, or the signer's name is in a form different from that on our records of persons authorized to sign. Subject to any other provisions of this Agreement relating to our procedures, conditions, requirements, and discretion as to powers of attorney, and without limitation on the foregoing provisions as to the attorney-in-fact and/or agency status of the other signatories on your account, an authorized signer may appoint one or more attorneys-in-fact to execute items on his or her behalf. An attorney-in-fact may sign his or her own name or the name of the authorized signer for whom he or she is acting. All authorized signers are bound by and subject to the terms and conditions of this Agreement.

If we pay an item that you have not signed, but you have provided information identifying your account to a seller of property or services who created an item purportedly authorized by you, payment of the item is deemed to be authorized.

If you use a facsimile signature or other form of signature for signing or authenticating items drawn on your account, you assume the entire risk that such facsimile signature or device will be used improperly or by an unauthorized person. We will have no liability to you for paying items signed or authenticated by any person who is not authorized to affix such facsimile signature or use such device or by any person who exceeds his or her authority to do so.

**5. Fraud Detection And Deterrence; Identity Theft.** Check fraud and identity theft are big problems for banks and their customers. There are several precautions you can and should take to decrease the risk of unauthorized debits to your account. Such precautions include, but are not limited to:

- Safeguarding critical identity information such as your deposit account number.
- Safeguarding checkbooks, unused checks, electronic access devices, ATM and debit card PIN numbers, and facsimile signature machines.
- Reviewing checkbooks, unused checks and online statements for unauthorized activity upon any suspicion that checks may have been stolen.
- Closing your account immediately upon discovery of any known or suspected unauthorized debits.
- Using services that help detect and deter fraud (such as "positive pay"). If we offer you such a product or service, you agree that if you fail to accept and implement it you will be precluded from asserting claims against us for paying any unauthorized debit that could have been avoided by use of the product or service.

You agree to call us immediately at **1-800-REGIONS (734-4667)** if you suspect or detect any fraudulent activity or unauthorized transactions in your account, and you agree to cooperate with us to mitigate the effect of any fraudulent or criminal activity affecting your account and to recover any losses you or we may incur as a result of fraudulent or criminal activity affecting your account.

**6. Payment Of Items; Limits On Withdrawal; Cashing Checks For Non-Customers.**

You agree that we may pay items presented for payment in any order that we choose, and without limiting the scope of our discretion, we expressly reserve the right to pay items in decreasing dollar amount (i.e., from the largest dollar amount to the smallest dollar amount) and/or pursuant to a real-time or effective date posting methodology. Without notice to you, we may change the order in which we generally pay items at any time and from time to time. In the event you do not have sufficient funds in your account to pay all items or withdrawal requests presented to us on a given day, we may pay such items or honor such requests in any order we choose, and we may return items or refuse payment requests in any order we choose. You will be responsible for the payment of any fees which are imposed as a result of our decision making process. The method and order which we choose to pay items may result in higher aggregate fees being charged against your account than other methods which may have been used. If we pay any item which results in an overdraft in your account, you agree to pay us for the amount of the overdraft and to pay our standard overdraft or nonsufficient funds fee then in effect. If we return any item which would have overdrawn your account if the item had been paid, you agree to pay our standard nonsufficient funds or returned item fee then in effect. An overdraft, nonsufficient funds, or returned item fee may result from any item presented against insufficient

funds in your account, including a check, in-person withdrawal, ATM withdrawal, debit card transaction, or withdrawal by any other manual or electronic means whatsoever. We may charge the amount of any overdraft and/or any overdraft, nonsufficient funds, or returned item fee to any account you have with us. All fees are set forth in our pricing schedule. Other provisions of this Agreement may provide additional information regarding overdrafts and overdraft protection.

As you use your account, you should bear in mind that modern payments systems may be more likely to process transactions in real-time order. In such a processing environment, if you do not wish to incur overdraft, nonsufficient funds, or returned item fees when you write a check or initiate a debit, you should make sure your account contains sufficient funds at that time to cover the transaction. If you initiate transactions when your account does not contain sufficient funds and then later make a deposit to cover those transactions, it is likely that those transactions could overdraw your account or be returned for insufficient funds.

We reserve the right to limit the amount of funds that may be withdrawn from your account in cash for various reasons including, without limit, the amount of currency that is available at a particular branch or ATM terminal. This limit is in addition to those set forth in other sections of this Agreement.

We process items with high-speed automated equipment. In order for that equipment to function properly and efficiently, all items drawn against an account or used to withdraw funds from an account must meet certain formatting and other technical specifications. Information concerning these specifications is available upon request. If an item that does not meet these specifications is presented to us, we reserve the right to reject the item, impose a special fee for processing the item, or both. We also reserve the right to refuse a withdrawal or transfer request which is attempted by any manner not specifically authorized for the account in question, which is greater in frequency or number than that specifically permitted for the account in question, or which is for an amount less than any minimum withdrawal or transfer denomination required for the account in question.

Some checks that you originate as paper checks may be truncated (i.e., converted into electronic information or images). The truncated items may be reconverted to substitute paper checks. In either case, we may debit your account for these items, regardless of the form they take. Moreover, we may debit your account for other items that do not qualify under federal law as "substitute checks", including electronic information and Image Replacement Documents, if they are replacements for properly payable items.

Because cashing a check for a person who does not maintain a deposit relationship with us exposes us to additional fraud risks and imposes additional administrative burdens on us, you agree that that we may (a) charge a fee for cashing a check for any such person when the check is drawn on your account, (b) deduct the fee from the cash remitted to such person, and/or (c) require a thumbprint or other physical and/or documentary requirements from such persons. You release us from any and all claims and liability for charging any such person a check cashing fee and/or for refusing to process or pay a check for which the fee is not paid, including (but not limited to) any claims for wrongful dishonor.

## 7. Interest-Bearing Accounts.

**Account Limitations.** We are required under federal regulations to retain the right to ask for seven days' written notice before you may withdraw money from interest-bearing checking, savings and money market deposit accounts. You must satisfy any and all eligibility requirements established by federal regulations or us in order to maintain these accounts. You may make an unlimited number of withdrawals in person or withdrawals/transfers at an ATM from a money market deposit account or a savings account; however, under federal regulation you are not permitted in any statement cycle or calendar month, whichever period is shorter, to make more than six transfers or withdrawals to another account you have with us or to a third party by means of preauthorized or automatic transfers, or by means of telephonic (including data transmission) agreement, order or instruction, or by means of personal computer (including online banking and bill payment services). No more than three of such six transfers may be made by draft, check, debit card, or similar order to a third party (to the extent permitted by the account). We will determine the number of third party transfers for your statement period based on the date

posted. If these limitations are exceeded on a regular basis, we may, in our discretion, (a) close the account, (b) close the account and open another account in your name that permits unlimited check writing privileges and that may not bear interest, (c) terminate the draft and transfer capabilities on the account, (d) without closing the account, convert the account to another type of account that permits withdrawals in excess of the foregoing limitations and that may not bear interest, and/or (e) exercise other rights and remedies available to us. Please refer to our schedule of fees for transaction and other fees related to these accounts. There may be other limitations that apply to these accounts.

**Payment Of Interest.** We have no obligation to pay interest on any deposit, except as required by law or otherwise agreed by us or disclosed to you in writing. For interest-bearing accounts, interest will be paid at the rate and on the interest payment dates we establish from time to time for that type of account. We use the daily balance method to calculate the interest earned on your account. This method applies a daily periodic rate to the collected balance in your account each day. Interest begins to accrue on cash, electronic payments and on deposits of checks drawn on us on the business day the cash or such check is deposited into your account. Interest begins to accrue on your account no later than the business day we receive credit for the deposit of items such as a check you deposited to your account. We will receive credit for checks drawn on other financial institutions based on the general availability schedule established either by the Federal Reserve Bank or its appropriate branch for the district in which we are located. We may not pay interest on funds represented by an item that is returned unpaid. If your account is converted for any reason from an interest-bearing to non-interest bearing account before interest is credited, you will not receive the accrued interest. To receive interest (or certain rates of interest) on your type of account, you may be required to maintain a minimum balance of collected funds established by us from time to time. The interest rate paid on your interest-bearing account is determined by us, in our sole judgment and discretion. The Interest Rate and Annual Percentage Yield (APY) may vary depending on the type of account, the balance in the account, and other factors. For certain types of accounts, the interest rate and APY may vary as often as every day. The details of these conditions are contained in the pricing schedule.

- 8. Sub-Accounts.** Accounts, whether interest-bearing or non-interest-bearing, may be divided into two sub-accounts: a transaction sub-account to which all financial transactions are posted; and a money-market holding sub-account into which available balances above a preset level are transferred daily. Funds will be retransferred to the transaction sub-account to meet transactional needs. For non-interest bearing accounts, both sub-accounts are non-interest bearing. For interest bearing accounts, both sub-accounts pay the same interest rate. Transfers can occur on any business day. Transfers to the holding sub-account will be made whenever available balances in the transaction sub-account exceed a preset level. Transfers from the holding sub-account to the transaction sub-account will be made whenever transaction sub-account balances fall below a preset level. Because banking regulations limit the number of transfers between these types of sub-accounts, all balances in the holding sub-account will be transferred to the transaction sub-account in the sixth transfer in any calendar month. Both sub-accounts are treated as a single account for purposes of deposits and withdrawals, access and information, tax reporting, fees, etc., except that we reserve the right to require seven days' advance notice before permitting a withdrawal from the holding sub-account. We are required by law to reserve this right.
- 9. Review Of Statements.** You are responsible for exercising reasonable promptness in examining your account statement each statement period, or if provided, originals or imaged copies of cancelled checks, or your account activity through the internet if we provide such access, to determine whether any payment or debit was not authorized because of an alteration of an item or because a signature or indorsement on the item was unauthorized, or for any other discrepancy or reason for which you believe that the debit is not correct. If you discover an unauthorized payment or other discrepancy, you must promptly notify us in writing of the relevant facts. Your report must identify the specific items or debits that you are challenging.

If you fail to comply with your duty to examine your statements and account activity and report errors, discrepancies and unauthorized transactions, in addition to any and all other rights and remedies available to us, we shall have the defenses contained in § 4-406 of the Uniform

Commercial Code (UCC), as amended, as adopted in the state in which your account was established. In addition, if your claim involves a series of items containing unauthorized signatures or alterations by the same wrongdoer, you shall be precluded from asserting against us any unauthorized signature or alteration by the same wrongdoer on any item paid in good faith on or after 10 calendar days after the first statement describing the first altered or unauthorized item was sent or made available to you. By this provision, you and we intend to define a reasonable time period for the examination of bank statements for purposes of the "Repeater Rule," or the "Same Wrongdoer" rule as provided in § 4-406(d) of the UCC.

Without regard to the care or lack of care of either you or us, if you fail within 30 calendar days after the statement or item is sent or made available to discover and report with respect to an item (i) your unauthorized signature, (ii) any unauthorized or missing indorsement, or (iii) any alteration on an item, you shall be precluded from asserting against us the unauthorized signature, the unauthorized or missing indorsement or alteration on that item. This absolute preclusion applies (i) to each item that you fail to report within 30 calendar days and (ii) regardless of the legal theory you assert. By this provision, you and we intend to shorten the absolute statutory preclusion period for unauthorized signatures and alterations specified in § 4-406(f) of the UCC and to establish a contractual condition precedent for reporting claims involving unauthorized or missing indorsements.

Except for transactions covered by the Electronic Funds Transfer Act or unauthorized debits involving Substitute Checks, you must report any other problems with your account within 30 calendar days of the date we send or make available the statement or items, failing which you will be precluded from asserting the problem against us, even if we fail to exercise ordinary care in the transaction.

If we provide you with access to your account via the internet, then for purposes of your duty to examine your statements and account activity and report errors, discrepancies and unauthorized transactions, account statements and items will be deemed to be "made available" on the day the subject debit occurred, whether you accessed your account through the internet or not.

If you do not timely receive any account statement, you shall notify us as soon as possible but in no event later than 10 calendar days after such account statement would ordinarily be received by you.

You agree to complete such affidavits and documents we deem necessary to process any claim you make regarding your account. You also agree that you will provide all reasonable cooperation to us in the civil or criminal prosecution of (i) any party responsible for any unauthorized withdrawals from your account or (ii) any party who has made an unauthorized endorsement on any item payable to you if such item was deposited or negotiated by us. Your failure to comply with these procedures may result in a denial of your claim.

We will mail the statement to the address for the account in our records, unless you and we have agreed to a different means for the delivery of statements. If the statement is returned to us because of an incorrect address, we may suspend sending statements to you until you notify us of your correct mailing address. If you have requested us to hold, rather than mail your statements, you must call for them promptly. You will be responsible for the same care in reviewing the statements and related items as if they were mailed.

- 10. Check Retention Accounts.** If you select an account in which checks are truncated or imaged, you authorize us to retain a copy at our expense of all checks, drafts, and/or debit or credit advices for the account. The original documents will be destroyed after they have been copied. The copies will be available for seven (7) years from the date the checks are paid. All copies produced are subject to a copy fee. To produce a copy, we need the account number, the check number, the exact amount of the check, and the date the check was paid. If we can't provide a check copy and you lose money as a result, our liability is limited to any direct loss you sustain up to the amount of the check. You agree to provide any information we require concerning the missing check prior to our payment of your claim, and if you fail to substantiate your claim, we may decline to pay it. You agree that our retention of checks and other items does not alter or waive your responsibility to examine your statements or change the time limits for providing notice to us of forged or altered items, or other errors.

- 11. Service Charges.** You agree to pay all service charges and fees that apply to your account or transactions within or affecting your account. The amounts of charges and fees are subject to change from time to time, and new types of charges and fees may be added and apply to your account from time to time. We will notify you of changes and additions to fees and charges as required by applicable law; otherwise, such changes and additions may be made without notice to you. You acknowledge receipt of a schedule of fees listing current service charges, fees and balance requirements. You further acknowledge that the schedule of fees you have received does not necessarily reflect all possible fees and charges that may apply to your account from time to time. A current schedule of fees is available at our branch offices, and you may request information about any fees and charges applicable to your account from any of our customer service representatives. You agree that we may debit all applicable fees and charges, as well as charges for the purchase of checks, drafts, and other items purchased by you from or through us, to your account when due without further notice. You also agree that we will not be liable for returning items because of insufficient funds that result from debiting your account for these charges. In addition, you agree to pay all expenses, including reasonable attorneys' fees, involved in the collection of fees, charges, overdrafts, or the enforcement of any other of our rights or remedies in relation to your account.
- 12. Endorsing Items.** If you sign, stamp or affix an endorsement to an item that extends into the space reserved for bank endorsements or otherwise cause our endorsement to be obscured, and the return of an item is delayed because of the obscured bank endorsement, you agree to reimburse and hold us harmless against any loss, expense and cost we may incur because of your endorsement. You authorize us to debit any such amount against your account without further notice to you.
- 13. Information-Sharing.** If you are a consumer who has obtained a financial product or service from us that is used primarily for personal, family or household purposes, you should refer to our privacy notice for a description of our information sharing policies and practices. You may request a copy of our privacy notice from any of our customer service representatives. Provisions regarding the sharing of consumer account information are also set forth in Section V – Electronic Fund Transfer Disclosure to Our Consumer Customers. Otherwise, you agree that we may disclose information as necessary or convenient to perform our obligations and responsibilities in relation to your account, or to the extent not prohibited by law.
- 14. Verification.** You authorize us to investigate or reinvestigate at any time any information provided by you in connection with your application for or use of any account, and to request reports from credit bureaus and consumer reporting agencies for such purposes and for any other purpose permissible under applicable law.
- 15. Automated Clearing House.** From time to time, you may be a party to an Automated Clearing House (ACH) entry that may be credited or charged to your account. You agree to be bound by applicable automated or other clearing house rules and regulations then in effect. Some checks that you give to a merchant may be converted by the merchant into ACH debit entries, in which case they will be collected electronically and charged against your account much more quickly than a paper check. This means that (a) you will have a reduced right to stop payment, (b) you need to make sure that your account has sufficient collected funds to cover the debit, and (c) you will not receive any copy of a cancelled check with your monthly statement. If a merchant uses a blank check to initiate a debit entry at the point of sale, the merchant should return the voided check to you. You should treat the voided check with care because someone else who obtains possession of it could use the information to initiate additional debits against your account. A merchant who receives your check by mail should give you notice of the conversion but will destroy the original check. Whether your check is converted at the point of sale or at the merchant's lockbox, a description of the transaction will appear on your monthly statement from us. For further information on ACH transfers, see Section V – Electronic Fund Transfer Disclosure to Our Consumer Customers.
- 16. Wire Transfers.** We have established rules and security procedures for initiating and receiving funds transfers not subject to the Electronic Fund Transfer Act or Regulation E. These include a requirement that you sign a Funds Transfer Agreement before we initiate certain funds transfers. In the event you do not execute our Funds Transfer Agreement and in consideration of our

handling your funds transfers, you agree to abide by our established rules and security procedures for funds transfers which include, without limitation, the following:

**Governing Rules.** You agree to be bound by any rules then in effect governing the use of any system through which the funds may be transmitted including, but not limited to, Federal Reserve Board Regulation J with regard to FEDWIRE.

**Notice.** We will not give telephonic notice to you of incoming credits unless you make a written request for the service in advance. If so requested, we will use reasonable efforts to provide such notification, but shall have no liability for failure to notify or for incorrect or untimely notification. You will receive confirmation of executed funds transfer payment orders in the periodic statements provided by us to you. If you believe we have failed to properly credit or debit a transfer to you, you agree to promptly notify your account officer or banking representative at the branch where you do your principal business of all of the relevant facts. If you fail to notify us within 30 days of the mailing of the statement reflecting the debit caused by a wire transfer, the debit is deemed to be authorized.

**Final Payments.** Except for FEDWIRE funds transfers, any credit we give you is provisional until we receive final payment. If we do not receive final payment, you agree that we may reverse the credit to your account or that you will otherwise reimburse us if funds in your account are not sufficient.

**Compensation.** In the event we shall be liable to you for the delay or improper completion of funds transfer as a result of our error, our liability shall be limited to payment for loss of interest on the use of the funds. Interest shall be calculated on the basis of the average Federal Funds rate for the period involved. Any such compensation will be paid, in our option, by either (a) a lump sum payment of cash, or (b) a credit to your account with us.

**Use of Account Numbers.** You are notified and agree that if your payment order in a funds transfer identifies any bank or the beneficiary by both a name and an identifying (or bank account) number and the name and number identify different persons, execution of the payment order, payment to the beneficiary, or cancellation of the payment order may be made solely on the basis of the identifying number. We shall have no liability for failing to detect any error contained in any payment order sent by you to us.

By using any of our funds transfer services, you acknowledge and agree that our methods and procedures for the authorization and authentication of funds transfers constitute commercially reasonable security procedures under applicable law.

- 17. Assignment.** Accounts are transferable only on our records, and except as expressly provided in this Agreement, you may not assign or transfer your account (whether as security for a debt or otherwise) or this Agreement, or any of your rights therein or thereunder, without our written acknowledgement and consent, which may be granted or withheld in our absolute discretion. In the event we acknowledge and consent to the transfer or assignment of any account, such account will remain subject to our right of setoff and our other rights and remedies hereunder with respect to obligations incurred and defaults, events, and/or circumstances occurring or existing both before and/or after the transfer or assignment. We may assign this Agreement and/or any or all of our rights hereunder, or delegate any or all of our responsibilities hereunder, to any third party or parties in our discretion and without notice to you, subject to the requirements of applicable law. Subject to the foregoing, this Agreement shall be binding on the parties hereto and their respective successors and assigns.
- 18. Insufficient Funds And Overdrafts.** If an item is presented for payment on your account at a time when there is an insufficient balance of available funds in your account to pay the item in full, you agree to pay us our charge for items drawn against insufficient or unavailable funds, whether or not we pay the item. If any item is presented again after having previously been returned unpaid by us, you agree to pay this charge for each time the item is presented for payment and the balance of available funds in your account is insufficient to pay the item. You waive notice of the return of any item unpaid and notice of the imposition of any insufficient or unavailable funds charge. At our election, we may pay any item drawn against your account even though the item causes an overdraft to the account. You agree to pay the overdraft amount and applicable fee. If the account is a multi-party account, you agree that all depositors will be personally liable, jointly and severally (and solidarily if applicable), for payment to us of all overdrafts on the account, regardless of which depositor created the overdraft and whether the other depositors knew of the

overdraft, participated in activity on the account, or benefited from the overdraft. We are under no obligation to let you overdraw your account. The honoring of past overdrafts will not obligate us to honor overdrafts in the future. You understand that any overdraft in your account may be subject to a security interest that you have granted in the past or will grant in the future to support another debt you owe us.

- 19. Automated Item Processing.** We have adopted collection and payment procedures that allow us to process all items at a lower cost to our customers. These automated procedures involve high-speed automated check processing machines that read information encoded onto each item in magnetic ink. In recognizing this fact, you agree that we may disregard any information on an item drawn on your account other than the signature of the authorized signer, the identification of the drawee bank and payee, the amount of the item, and any other information that appears in magnetic ink at the bottom of the item. We are not bound by any other information on the item, including terms such as "Payee's endorsement required," "Not good for more than \$(amount)," "Void if not paid in (number) days," and similar language. You also agree that we do not fail to exercise ordinary care in paying an item solely because our procedures do not provide for the sight examination of any items, or do not provide for sight examination of items below a threshold amount we determine from time to time. We will not be liable for processing errors or delays due to printing inaccuracies or faulty magnetic ink encoding of critical data that result from your use of checks or other items in a form not approved by us in advance. Checks you write may be converted into electronic information or images (truncated) during the check collection and return process. If you elect to have your checks printed by a vendor that has not been approved by us, or you use check stock or features (e.g., security features) that cause critical data to disappear or be obscured upon truncation, or you make your check out in a way (e.g., using a lightly colored ink) that causes critical data to disappear upon truncation, you agree to bear the risk of loss. You also agree to bear the risk of loss if you use check stock that contains printing inaccuracies, faulty magnetic ink, faulty encoding, or duplicate serial numbers.
- 20. Postdated, Stale And Expiration Date Items.** If an item presented for payment against your account is postdated or contains an expiration date, we may pay the item when presented or return it, at our option. We will not be responsible for paying any such item before its date or after the relevant date unless you have notified us in a separate writing that you have postdated the item or have issued the item with an expiration date in sufficient time to permit us to act on the advice in the ordinary course of business. We shall have the right, at our option and without notice to you, to pay or return any item that is presented for payment against your account more than six months after its date, and we shall have no liability to you for taking either such action. In order to be valid, notice of a postdated item must contain the following information: (a) your name, (b) the name of the person who signed the item, (c) the name of the payee, (d) the date of the item, (e) the amount of the item, (f) the number of the item, and (g) the number of the account on which the item was drawn. We will not be liable if the information you give us is not correct or complete, or if any other reasonable information regarding the item that we request is not given and the item is paid prior to the indicated date. We are entitled to a reasonable period of time after receipt of a notice concerning a postdated item to notify our employees. If we re-credit your account after paying a postdated item over a valid and timely notice, you agree to transfer to us all of your rights against the payee or other holder of the item, and to assist us in any legal action we may later take against that person.
- 21. Stopping Payment; No Stopping Payment Of Bank Instruments.** If an item drawn on your account has not already been paid or verified for payment to the payee, you may ask us to stop payment. You must tell us the exact amount of the item, item number, date of item, payee and the full account number on which it is drawn. If you produce a check by computer or in any other manner that does not contain a magnetic-encoded check number, we may not be able to honor the stop order. The stop payment order must be received in time to permit us a reasonable opportunity to act on it in the ordinary course of business. If the information you give us is not correct, or if you do not give us other reasonable information requested about the item, we will not be responsible if we are unable to effect the stop payment. If you place a stop payment order, you agree to pay our fee for stop payments and to hold us harmless from all costs and expenses incurred by us, including our attorney's fees, resulting from our refusal to pay the item stopped.

Your stop-payment order is effective for fourteen (14) calendar days if the original order is verbal and is not confirmed in writing within that period. We will send to you, within the 14-day period, a written STOP PAYMENT REQUEST/SPECIAL PAYING CONFIRMATION indicating the date the stop-payment order was applied and the date of expiration. If your stop-payment order is made in writing or if your verbal stop-payment order is confirmed in writing within fourteen (14) calendar days, the order is effective for six (6) months from the original date of the order.

A stop-payment order can only be renewed by our receipt prior to the order's expiration date of your written stop-payment request, which must provide complete information concerning the item to be stopped. A written renewal of your stop-payment order will be effective for an additional six-month period. Stop payment requests and renewal requests are subject to our then-current service charges for such items as set out in our pricing schedule at the time of your request. If we recredit your account after paying an item over a valid stop payment order, you agree to transfer to us in writing all of your rights against the payee or other holder of the item and to assist us in legal action against that person. We are not required to release a stop payment order unless requested to do so by the person placing the order. If we fail to honor a timely and accurate stop order, we reserve the right not to recredit your account unless you can demonstrate the fact and amount of your loss.

You do not have the right to stop payment on an official check, a cashier's check, a teller's check, a certified check, a money order or a traveler's check you have purchased from us. These are instruments on which the bank itself is or may be obligated. However, if a bank instrument you purchased is lost or stolen, you may obtain a replacement check, provided that we have not already paid the lost item. To obtain a replacement check or get your money back, you must execute such affidavits and indemnification agreements and/or furnish such bonds as we may require in our discretion. In general, your claim will become enforceable in 90 days. Once it becomes enforceable, we will issue a replacement check or refund your money if we have not already paid the lost item.

**22. Multi-Party Accounts.** If your account is a personal account and has more than one name on it, we will treat it as a joint tenant account with right of survivorship (to the extent such accounts are recognized under applicable law) unless otherwise expressly designated on the signature card or other account records. We may require you to sign additional forms to establish the account. Each depositor of a multi-party account hereby appoints the other(s) as his or her attorney-in-fact and/or duly authorized agent to conduct all business with respect to the account including, but not limited to, issuing stop payment orders, depositing funds to the account, withdrawing funds from the account, closing the account and receiving the balance of funds on deposit, and endorsing 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. The authority granted herein to each depositor shall extend to any conservator, guardian, or other fiduciary or personal representative of such depositor. Where applicable law requires your concurrence in any transaction or business regarding or affecting your account, you expressly authorize each other depositor on your account to individually concur on your behalf as your attorney-in-fact or agent, and the authorization of any such transaction or business by any such other depositor constitutes your concurrence without any further action or expression on the part of such other depositor or on your part. Subject to any other provisions of this Agreement relating to our procedures, conditions, requirements, and discretion as to powers of attorney, 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. To the extent not prohibited by applicable law, 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). The liability of each depositor on a multi-party account is joint and several (and solidarily if applicable).

**23. Formal Trust Account.** A formal trust account is an account held by one or more trustees for the benefit of one or more beneficiaries according to a written trust agreement or a will provided to us at the time the account is opened. If the trustee(s) die or are replaced, then we will not release any funds until we are satisfied that all required legal documents have been delivered to us and

that all other legal requirements have been met. At our option, as a condition to opening or continuing to maintain a trust account, or to disbursing funds from a trust account, we may require the trustee(s) and/or each beneficiary to execute certain certificates, affidavits, and/or instruments attesting to the terms of the trust, their respective rights therein, and/or such other facts or information as we may require in our discretion. We may accept such certificates, affidavits, and/or instruments in lieu of accepting and/or reviewing a copy of the trust instrument, and in such event we may rely on the information set forth in such certificates, affidavits, and/or instruments (which information shall control in the event of any conflict with the terms of the trust instrument) and we shall not be charged with knowledge of any of the provisions of the trust instrument.

**24. "In Trust For"/Payable On Death (POD) Accounts.** If an account is opened without a written trust agreement and the account is in the name of one or more depositors for the benefit of one or more beneficiaries, or names one or more POD beneficiaries, all funds in the account will be paid, upon the death of the depositor or surviving depositors, in equal shares to the person or persons then living who are named as beneficiary or beneficiaries (whether an adult or minor) and, unless applicable law expressly provides otherwise, the money in the account will not be inherited by the heirs of the depositor(s) or controlled by the will of the depositor(s). Payment of the account funds to such beneficiary or beneficiaries shall fully release us from all liability. During the lifetime of the depositor(s), any interest of the beneficiary or beneficiaries in such an account shall be deemed for all purposes to be revocable and only the depositor(s) may withdraw funds therefrom. Certain state law restrictions and provisions also may apply.

**25. Accounts Established On Behalf Of Others.** If you have established an account as a custodian for a minor beneficiary under the applicable state version of the Uniform Transfers to Minors Act or the Uniform Gifts to Minors Act, your rights and duties are governed by the Act. You will not be allowed to pledge the account as collateral for any loan to you. In the event an account is established by a party (i) for or on behalf of a minor (and such account is not established under the Uniform Transfer to Minors Act) or (ii) for or on behalf of another individual who is not the subject of a guardianship or conservatorship as ordered by the Court, we may in our sole discretion pay the funds on deposit in such account to the party establishing the account or, upon request, to the party for whose benefit the account was established. We will not, however, be responsible for our refusal for any reason to pay funds on deposit to a party for whom the account was established. This provision does not apply to accounts established pursuant to a written escrow agreement, accounts established by court-appointed guardians or conservators, or accounts established by a fiduciary under a written agreement.

**26. Business/Organization Accounts And Authorized Representatives.** We may rely on the classification and form of ownership for a business account, as set forth on the signature card, for all purposes relating to the account. You represent and agree that (a) you have taken all actions necessary to open and maintain the account, (b) all resolutions or other authorizations given by you to us are true, accurate and complete in all respects, (c) all assumed or fictitious names have been registered or filed with the appropriate governmental authorities, and (d) each person whose name is written or printed on the signature card, any resolution or other separate written authorization concerning the account has complete authority involving the account.

The definition of an authorized representative is a representative(s) of the business or organization who has been identified to us as being authorized to sign checks on, make withdrawals from, or otherwise give instructions with respect to your account and has (have) signed a signature card for the account. An authorized representative may also be a person who has been authorized to obtain account information but may not sign checks.

You agree that each authorized representative, except for those who have not been given signing authority by the business or organization but have the authority to obtain information, shall have full authority, subject to the provisions of any signature card or supporting documents, for all actions relating to your account, including, but not limited to, making deposits, making withdrawals, endorsing of checks, closing the account, stopping payment, assigning the account, or overdrawing the account. Any one of the authorized representatives may write checks and/or withdraw money from your account unless the signature card clearly says that more than one authorized representative must sign a written withdrawal order. We may rely on any resolution

and/or certification submitted by a party purporting to be an officer, director, member or partner of an organization and may act upon such document and instructions therein. You will be liable for any deficiency in your account regardless of which authorized representative is responsible for its occurrence.

If there is a dispute between any authorized representative(s), or if one of the authorized representative(s) demands that we not allow any other authorized representative to withdraw money from the account, or if there is a dispute about who is authorized to make withdrawals from or give instructions with respect to an account, or if the bank receives a notice from a party who purports to be an officer, director, incorporator, shareholder, member, or partner of a business or organization disputing the rights of any existing authorized representatives to make withdrawals or handle account transactions, we may (but do not have to) refuse to allow any withdrawals or other action by anyone until we are satisfied that the dispute is resolved or the demand or notice is withdrawn. We will not be responsible for any damages you may suffer as a result of our refusal to allow you to withdraw money due to the dispute, demand or notice.

- 27. Special State Provisions And Disclosures.** The following provisions apply to accounts in the states indicated and supplement the other terms and conditions of this Agreement. In the event the following provisions conflict with the other terms and conditions of this Agreement, the following provisions shall control with respect to accounts in the states indicated.

**Texas Account Disclosures.** These additional rules apply to accounts in Texas depending on the form of ownership and beneficiary designation, if any, specified in the account records. The following provisions may supplement or supersede the other provisions of this Agreement relating to multi-party accounts. We make no representation as to the appropriateness or effect of the ownership and beneficiary designations. 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 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 a part of the party's estate. Multiple-Party Account Without 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 as a part of the party's estate under the party's will or by intestacy. Multiple-Party Account Without Right of Survivorship (Community Property Funds): If you have designated your account as a community property account without right of survivorship, the money in your account is the community property of the named parties who are husband and wife. The ownership of the community property account during the lifetime and after death of a spouse is determined by state law and may be affected by a will. Multiple-Party Account With Right of Survivorship: The parties to the account own 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 (Community Property): Texas law allows a husband and wife to agree in writing that community property funds in an account shall become the property of the surviving spouse on the death of either spouse. If the parties to the account have community property funds and desire to have right of survivorship in those funds, they will need to select the appropriate designation on the forms establishing the account; however, you should consult your own attorney for advice regarding community property laws, including, but not limited to, formalities of the agreement creating a right of survivorship in community property and the division of property at the death of either spouse. Multiple-Party Account With Right of Survivorship and P.O.D. (Payable on Death) Designation: 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 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. **Revocable Trust Account:** The party or parties named trustee(s) to the account own the account in proportion to the party's or parties' net contributions to the account. A trustee may withdraw funds from the account. A beneficiary may not withdraw funds from the account before all trustees are deceased. On the death of the last surviving trustee, the ownership of the account passes to the beneficiary. The trust account is not part of a trustee's estate and does not pass under the trustee's will or by intestacy, unless the trustee survives all of the beneficiaries and all other trustees.

**Missouri Account Disclosures.** If your account is in Missouri and is a personal account that has more than one name on it, we will treat it as a joint tenant account with right of survivorship (to the extent such accounts are recognized under applicable law) *and not as an account of tenants by the entirety*, unless otherwise expressly designated on the signature card or other account records.

**Florida Account Disclosures.** If your account is in Florida and is in your name and your spouse's name, we will treat it as a joint tenant account with right of survivorship (to the extent that such accounts are recognized under applicable law) *and not as an account of tenants by the entireties*, unless otherwise expressly designated on the signature card or other account records.

**Tennessee Account Disclosures.** With respect only to accounts established at our Tennessee branches, all joint accounts are owned by the parties as they have indicated upon the signature card for such account. Upon the death of any joint owner, the ownership of the joint account shall be vested in accordance with the form of ownership so chosen by the parties. In regards to public funds accounts, any qualified public entity of the State of Tennessee that opens a public funds deposit account shall have its deposits secured with the State of Tennessee Bank Collateral Pool established under The Collateral Pool For Public Deposits Act of 1990. A "public entity" is defined as the State of Tennessee, or any of its agencies, or any Tennessee county, Tennessee incorporated municipality and their political subdivisions, or any utility district organized under the laws of the state or interstate compact to which the state is a party. A "public funds deposit account" is defined as any Deposit Account, Time Deposit or Certificate of Deposit a public entity opens with us.

**Louisiana Account Disclosures.** With respect to joint accounts established at our Louisiana branches, we can pay to any one of the joint depositors, or their legal representative(s) (including the legal representative of the estate or succession of a deceased joint depositor), the entire balance of the joint account or any part of the balance of the joint account at any time, including after the death of any joint depositor. Each joint depositor, and his/her legal representative(s), is authorized at any time, including after the death of any joint depositor, to deposit or withdraw money from the joint account by check or item or otherwise, to close the joint account, to order electronic funds transferred to and from the joint account, to stop payment on any check or item drawn on the joint account and to enter into special agreements concerning the joint account. Upon the death of any joint depositor, we have the specific right to pay any or all of the funds on deposit in the joint account to the surviving joint depositor(s) or any one of them and we shall not incur liability to the heirs, successors, legatees or devisees of any deceased joint depositor or to any surviving joint depositor for such payment.

**28. Power Of Attorney Accounts.** Subject to the requirements of applicable law, we have no obligation to accept or recognize a power of attorney. If we elect to recognize and accept a power of attorney, we may require that the power of attorney be executed on a form and/or pursuant to procedures that are acceptable to us and that comply with applicable law. We may require such other evidence of authority, as well as affidavits and indemnifications, as we may deem appropriate. If we accept a power of attorney, any action taken by us shall be binding upon you if we take such action before we receive and have a reasonable opportunity to act upon (a) written revocation of the power of attorney; (b) written notice of death of the principal of the power of attorney; (c) in the event the power of attorney does not survive the disability, incompetency or incapacitation of the principal under applicable law, written notice that the principal has been declared disabled, incompetent or incapacitated; or (d) written notice that a guardian of the principal's person or property has been appointed. Unless otherwise provided in applicable state law, we will not be liable to you for our refusal to allow a transaction requested by an agent or attorney in fact and you agree to indemnify and hold us harmless should any agent or attorney in fact make any claim against us for our refusal to conduct a transaction on your behalf.

- 29. Fiduciary Accounts.** To the maximum extent permissible under applicable law, we have no responsibility or obligation to supervise or monitor the transactions within fiduciary accounts (including, but not limited to, estate accounts, guardianship accounts and trust accounts), or to inquire as to the powers or duties of the depositor(s). The depositor(s), in their individual capacity and jointly and severally (and solidarily if applicable), agree to indemnify and hold us harmless from and against any and all loss, costs, damage, liability, or exposure, including reasonable attorney's fees, we may suffer or incur arising out of any action or claim by any beneficiary or other party with respect to the authority or actions taken by the depositor(s) in handling or dealing with a fiduciary account.
- 30. Closing Your Account.** We may close your account at any time and for any reason or for no reason without advance notice. If we close your account, we will notify you by mail or telephone that we have closed your account. We may (but do not have to) mail you a check for the balance of collected funds in your account, or you may pick up a check for the collected balance at our office. Written notice and a check, if any, will be sent to any address shown on our records for you, or if the account is a multi-party account, any depositor to whom we elect to send it. We may deliver the remaining balance in any business or organization account to any authorized representative listed on our records for the business or organization. Once we have closed your account, we can, without any liability to us, refuse to (a) honor any items you have written that are presented to us for payment after we have closed your account, or (b) collect any item you have deposited in the account. We, however, may accept deposits to an account after it is closed in order to pay any service charges due and any amounts outstanding and unpaid. Acceptance of any deposit does not require us to reactivate the account. We reserve the right to charge an early-account-closing fee when applicable. Any terms regarding any minimum period of time during which your account must remain open will be disclosed to you separately. If you want to close your checking or money market account, be sure that all the checks you have written have cleared. We suggest you not write checks for at least fifteen (15) days before you close your account. When a Deposit Account is closed during a statement cycle, we may not pay interest on the account for the period between the end of the last statement cycle and the account closing date.
- 31. Abandoned Or Dormant Accounts.** If you do not use your account or notify us in writing of your current mailing address, or if statements or notices we send to you are returned undelivered, your account and deposits may be presumed abandoned after a specified period of time. To the extent not prohibited under applicable law, abandoned or dormant accounts are subject to a reasonable service charge in addition to any usual service charges applicable to the accounts. You may request current information about our abandoned and dormant account charges from any of our customer service representatives. Accounts that are presumed to be abandoned will be escheated to the state in which the account is maintained in accordance with applicable law.
- 32. Adverse Claims To An Account.** If there is a dispute between those of you who have signed a signature card or who have been named as a joint owner by an existing account holder for a joint account or the authorized representatives who have signed a signature card for a nonpersonal account, or if one of you demands that we not allow other(s) to withdraw money from the account, or if there is a dispute or if a claim is made by anyone about who is authorized to make withdrawals from an account, we may (but do not have to) refuse to allow any withdrawals by anyone until we are satisfied that the dispute is resolved or the claim or demand is withdrawn. At our option, however, we may place a "hold" on funds until resolution of the controversy, or we may accept an indemnity satisfactory to us, or we may deposit the funds with a court until a court order directs us to do otherwise. If we choose to deposit the funds with a court, you agree to reimburse us for all attorney's fees and court costs we incur. No interest will be paid by us on funds deposited with a court. We will not be responsible for any damages you may suffer as a result of our refusal to allow you to withdraw money due to the dispute, demand or claim.
- 33. Legal Process Affecting Your Account.** Should we receive any attachment, garnishment, levy or other binding state or federal legal process affecting your account, we may refuse to permit withdrawals or transfers from your account until the legal process is satisfied or dismissed. We will not contest any such legal process on your behalf and may take action to comply with such process as we determine to be appropriate, without regard to the ownership or original source of the funds on deposit and without requirement that the legal process name all of the depositors,

rather than only some of them. All legal process is subject to our right of setoff and security interest. We may assess a fee against your account if we are served with legal process affecting your account, and you agree that, if allowed by applicable law, we may deduct such fee from your account funds before remitting any funds pursuant to any legal process. You may request current information about the fees we charge in connection with legal process from any of our customer service representatives.

**34. ARBITRATION AND WAIVER OF JURY TRIAL.** Except as expressly provided below, you and we agree that either party may elect to resolve by **BINDING ARBITRATION** any controversy, claim, counterclaim, dispute or disagreement between you and us, whether arising before or after the effective date of this Agreement (any "Claim"). This includes, but is not limited to, any controversy, claim, counterclaim, dispute or disagreement arising out of, in connection with or relating to any one or more of the following: (1) the interpretation, execution, administration, amendment or modification of the Agreement; (2) any account; (3) any charge or cost incurred pursuant to the Agreement; (4) the collection of any amounts due under the Agreement or any account; (5) any alleged contract or tort arising out of or relating in any way to the Agreement, any account, any transaction, any advertisement or solicitation, or your business, interaction or relationship with us; (6) any breach of any provision of the Agreement; (7) any statements or representations made to you with respect to the Agreement, any account, any transaction, any advertisement or solicitation, or your business, interaction or relationship with us; or (8) any of the foregoing arising out of, in connection with or relating to any agreement which relates to the Agreement, any account, any transaction or your business, interaction or relationship with us. If either party elects to arbitrate, the Claim shall be settled by **BINDING ARBITRATION** under the **Federal Arbitration Act ("FAA")**. This agreement to arbitrate shall include any Claim involving our officers, directors, employees, agents, representatives, contractors, subcontractors, parent, subsidiaries, affiliates, successors, assigns, any third party that assigned any agreements to us and any of the respective employees, officers, agents or directors of such affiliates or third parties, and any such Claim against any of those parties may be joined or consolidated with any related Claim against us in a single arbitration proceeding. In addition, if we become a party in any lawsuit that you have with any third party, whether through intervention by us or by motion made by you or any third party, we may elect to have all claims in that lawsuit between you and such third party to be resolved by **BINDING ARBITRATION** under this agreement.

The arbitration shall be administered by the American Arbitration Association (the "AAA") under its Commercial Arbitration Rules and its Supplementary Procedures For The Resolution Of Consumer-Related Disputes (the "Arbitration Rules") in effect at the time the demand for arbitration is filed. In the event of a conflict between the Arbitration Rules and this Agreement, this Agreement shall control, except that, in the event that the AAA determines that any provision of this Agreement does not comply with applicable standards stated in the AAA's Consumer Due Process Protocol, the standards of the Protocol shall control. We will tell you how to contact the AAA and how to get a copy of the Arbitration Rules without cost if you ask us in writing to do so. Or, you may contact the AAA directly at 1-800-778-7879 (toll free) or at [www.adr.org](http://www.adr.org).

If the AAA's Supplemental Procedures for Consumer-Related Disputes apply to your Claim and if your Claim for actual damages does not exceed \$10,000, you shall be responsible for paying one-half of the arbitrator's fees up to a maximum of \$125. If your Claim for actual damages exceeds \$10,000 but does not exceed \$75,000, you shall be responsible for paying one-half of the arbitrator's fees up to a maximum of \$375. For any Claim that does not exceed \$75,000, we will pay all other arbitrator's fees and costs imposed by the administrator of the arbitration.

If your Claim is a consumer-related claim for actual damages that exceeds \$75,000, or if it is a non-monetary consumer-related Claim, or if it is not a consumer-related Claim, you shall be responsible for paying the administrative costs and arbitrator's fees as provided in the AAA's Commercial Fee Schedule. Additionally, in the case of a consumer-related Claim for actual damages in excess of \$75,000 or for non-monetary damages, and in the case of any non-consumer-related Claim, the prevailing party in an arbitration proceeding may seek to recover its expenses for administrative fees and arbitrator(s)' fees from the other party in accordance with the Arbitration Rules. The final award by the arbitrator(s) pertaining to such a Claim can apportion the administrative fees and expenses and arbitrators' fees between you and us as part of the award, as the arbitrator(s) determines is appropriate.

The fees and costs stated in this Agreement are subject to any amendments to the Arbitration Rules and fee and cost schedules of the AAA. The fee and costs schedule in effect at the time you submit your Claim shall apply. The Arbitration Rules permit you to request a deferral or reduction of the administrative fees of arbitration if paying them would cause you extreme hardship. Each party also has the option of filing an action in small claims court for any Claim or disputes within the scope of the small claims court's jurisdiction.

The arbitration of any Claim of \$100,000 or greater shall be conducted by a panel of three arbitrators. The arbitration of any Claim of a lesser amount shall be conducted by one arbitrator. The arbitrator(s) shall be selected from the AAA's panel of arbitrators by mutual agreement between you and us. If we cannot agree on the arbitrator(s), the AAA shall appoint the arbitrator(s). Except as expressly provided in this agreement to arbitrate, no Claim may be joined with another dispute or lawsuit, or consolidated with the arbitration of another Claim, or resolved on behalf of a class of similarly situated persons, or brought as private attorney general or on another similar representative basis. All statutes of limitation, defenses, and attorney-client and other privileges that would apply in a court proceeding shall apply in the arbitration. Any in-person arbitration hearing will be held in the federal judicial district embracing Birmingham, Alabama, or in the state where you reside if we have a branch office in that state. Any dispute regarding whether a particular controversy is subject to arbitration, including any claim of unconscionability and any dispute over the scope or validity of this agreement to arbitrate disputes or of this entire Agreement, shall be decided by the arbitrator(s). The arbitrator(s) shall establish such reasonable procedures as may be necessary for the reasonable exchange of information between the parties prior to such arbitration. In rendering an award, the arbitrator(s) shall apply applicable contract terms, statutes and legal precedent and shall follow the Federal Rules of Evidence, enforce applicable privileges, and employ applicable burdens of proof. The arbitrator(s) shall award only such relief as a court of competent jurisdiction could properly award under applicable law. The arbitrator's findings, reasoning, decision, and award shall be set forth in writing and shall be based upon and be consistent with the law of the jurisdiction that applies to the Agreement. Any appeal of the arbitration award shall be governed by the FAA. Judgment on the arbitration award may be entered in any court having jurisdiction.

This agreement to arbitrate does not limit the right of you or us, whether before, during or after the pendency of any arbitration proceeding, to exercise self-help remedies such as set-off, repossession, trustee's sales and the like. This agreement to arbitrate does not limit the right of you or us, whether before or during the pendency of any arbitration proceeding to bring an action (individually, and not on behalf of a class) to obtain provisional or ancillary remedies or injunctive relief (other than a stay of arbitration) to protect the rights or property of the party seeking such relief. However, the arbitrator(s) shall have the power to vacate and/or stay any such proceedings or orders granting provisional or ancillary remedies or injunctive relief, upon application by you or us. The taking by either you or us of any of the self-help remedies or by filing any action in court, including but not limited to the actions described in the preceding sentence, shall not be deemed to be a waiver of the right to elect BINDING ARBITRATION of any Claim upon the filing of a counterclaim or the like by either you or us in response to any such action. You and we specifically acknowledge and agree that this Agreement evidences a "transaction involving commerce" under the FAA, and hereby waive and relinquish any right to claim otherwise. You and we hereby acknowledge, agree and stipulate that Regions Bank is a multi-state banking organization engaging in interstate banking; Regions Bank's deposits are federally insured; the funds deposited in any account flow through interstate commerce; and we regularly use the services of businesses located in other states in opening and administering accounts.

If any term or provision of this agreement to arbitrate disputes and waiver of jury trial is held to be invalid or unenforceable, the remaining provisions shall be enforced without regard to the invalid or unenforceable term or provision; provided, that if you or we seek to bring a joined, consolidated, or class action for arbitration, and if the foregoing prohibition against the arbitration of joined, consolidated or class actions is held by an authority of competent jurisdiction to be invalid or unenforceable, the arbitration agreement between you and us shall be deemed inapplicable to such joined, consolidated or class action, to the effect that any permitted and lawful joined, consolidated or class action shall be adjudicated in accordance with the provisions of applicable law and shall not be resolved through arbitration (provided further, that the jury trial waiver shall, in any event, remain in full force and effect to the fullest extent permitted by law).

This agreement to arbitrate disputes and waiver of jury trial shall survive the closing of your account and shall also survive as to any Claim covered within the scope of this Agreement.

**Whether any controversy is arbitrated or settled by a court, you and we voluntarily and knowingly waive any right to a jury trial with respect to such controversy to the fullest extent allowed by law.**

- 35. Indemnification; Waiver Of Consequential Damages.** To the extent allowed by law, you waive the right to recover consequential damages for our action or inaction in handling your deposit account. If we take any action with respect to your account in accordance with your instructions or orders, or in accordance with this Agreement, or if you breach any warranty provided in this Agreement or by law, and we incur any loss, liability, damage, cost or expense (including reasonable attorney's fees) as a result of any claim, demand, action, suit or proceeding brought or made by any party, you agree to indemnify and hold us harmless from and against such loss, liability, damage, cost or expense and to reimburse us for the amount thereof.
- 36. Costs And Attorney's Fees.** You agree to reimburse us for our costs and expenses (including reasonable attorney's fees) in connection with (i) any legal process affecting your account, (ii) any ownership or authority disputes regarding your account, or (iii) any action or arbitration regarding this Agreement, your account or services linked to the account where we are the prevailing party. We may charge any account of yours for such costs and expenses without further notice to you.
- 37. Right Of Setoff; Grant Of Security Interest.** You agree that we shall have the right to setoff against any and all funds in your account with us (including any multi-party accounts), and to apply such funds to satisfy any and/or all indebtedness that you owe us and/or any of our affiliates (excluding debt created by a consumer credit transaction under a credit card plan) without any further notice to or demand on you (unless otherwise required by applicable law) and whether the indebtedness to us is now existing or hereafter arising. Unless prohibited by applicable law, we may set off against a multi-party account the full amount of any claim that we have against any one or more of the depositors without regard to the joint or several ownership of the funds on deposit to the account or the original source of those funds and without requirement that the claim be owed to us by all of the depositors rather than only some of them. If your account receives a direct deposit of Social Security or Supplemental Security Income, or any other federal or state benefits exempt from legal process, you consent to our right to exercise setoff against such deposits to satisfy any overdraft and associated fees, or to satisfy any other debt that you owe the bank. If you desire to prevent our exercise of setoff against such deposits, you should arrange not to have them directly deposited into your account.

In addition to our right of setoff, you hereby grant to us a security interest in the account to cover any debt you owe us, of whatever type, whether you are borrower, guarantor or otherwise. This security interest may not apply to your account if (a) it is an IRA or tax-deferred Keogh Retirement Account, (b) the debt is created by a consumer credit transaction under a credit card plan, or (c) your right of withdrawal arises only in a representative capacity.

- 38. Changing This Agreement.** We have the right to change the terms of this Agreement (including the separate sections hereof) and the fees, charges, features, operational elements (including, without limitation, account numbers), and other terms and conditions applicable to your account and services linked to your account. We also have the right to discontinue certain kinds of accounts, in which case we may transfer your funds to another type of account. In addition, we reserve the right to change your account from one account type to another if (i) transactions being conducted in your account are not appropriate for your type of account or (ii) we are required by law or regulation to convert your account to another account type based upon your account activity. We will notify you should your account type be changed. With respect to disclosures required by federal regulations, we will provide prior written notice to you of any change that is not in your favor in accordance with such federal regulations. Except as otherwise required by applicable law, and/or except as otherwise provided in any notice we may furnish, any other changes to this Agreement will be effective on that date which is 10 days after the date notice is given by either posting the notice in our manned offices where deposits are received or including the notice with or on your statement or in a separate mailing. You agree that a summary of the change in terms is sufficient notice. If you do not agree to any change or amendment relating to terms and conditions of this Agreement or your account, you must terminate your account. By using your account after any such change or amendment, you agree

to that change or amendment. Subject to any notice requirements provided by applicable law, you agree that we may from time to time in our discretion add to, modify, and/or delete administrative and operational features and elements applicable to your account and/or make any changes that are in your favor without notice to you. This Agreement may not be altered, modified or amended by you in any way without our express written agreement signed by our authorized officer. Any attempt by you to alter, modify or amend this Agreement without our express written agreement signed by our authorized officer shall be void and shall have no legal effect. You acknowledge and agree that no practice or course of dealing between you and us, nor any oral representations or communications by you and/or any of our agents, employees or representatives, which vary the terms and conditions of this Agreement shall constitute a modification or amendment of the terms and conditions of this Agreement. If there is more than one person on the signature card or receipt for your account we will only send the notice of change to one of you. You acknowledge and are aware that our current customer agreement, pricing schedule and funds availability policy are available to you upon request at our offices.

- 39. Effect Of Waiver.** We reserve the right to waive the enforcement of any of the terms of this Agreement with respect to any transaction or series of transactions and/or with respect to any of our customers. Any such waiver will 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 other or later transactions. Otherwise, no failure by us to exercise, and no delay by us in exercising, any right or remedy shall operate as a waiver thereof or constitute an amendment of the terms of this Agreement. Where this Agreement or applicable law permits us to take action, or not to take action, in our discretion on any matter, any action, or inaction, on our part with respect to such matter shall not obligate us to repeat such action, or inaction, with respect to similar matters that may subsequently arise.
- 40. Waiver Of Notice.** You waive and agree that we may waive certain legal requirements called presentment, demand for payment, protest, notice of protest and notice of dishonor with respect to any and all items cashed by us or credited to or charged against your account.
- 41. Notices.** Any notice we send you will be considered effective when it is deposited in the U.S. Mail to the address for the account in our records, or, at our option, when transmitted or made available to you pursuant to any other method to which you have agreed in connection with your account. Unless otherwise provided in this Agreement, notice from you must be in writing. Written notice from you will not be deemed given to us until it has been received by one of our representatives who is authorized by us to consider and act on your notice. If we are required by law or agreement with you to act on any notice you have given to us, you agree that we will have a reasonable opportunity to act. Our failure to act or delay in acting on any notice from you does not constitute our acquiescence in, acceptance or acknowledgement of, or agreement or consent to the terms or substance of your notice. If your account is a multi-party account, we can notify any one of you and the notice will be effective for all of you. Any one of you can notify us, and we will consider it to be notice from all of you.
- 42. Account Disclosures.** Additional terms and conditions are contained in any disclosures provided to you.
- 43. Force Majeure.** You agree that we will not be liable for any loss or damage due to delays or failure to perform resulting from circumstances beyond our reasonable control (such as telecommunication or electrical outages and malfunctions, postal strikes or delays, computer system failures or natural disasters). The time, if any, required for such performance under this Agreement shall be automatically extended during the period of such delay or interruption.
- 44. Applicable Law.** This Agreement and your deposit relationship with us will be governed by the substantive laws (excluding laws of conflict) and regulations of the United States and the state in which your account is established, except that Alabama law will govern the maximum interest rate that may be payable to us. We reserve all of our rights with respect to the preemptive effect of any applicable federal laws and/or regulations. Our rights under this Agreement and applicable law are cumulative and not exclusive.
- 45. Conflicts With Applicable Law And Disclosures.** To the extent this Agreement conflicts with any applicable provision of the Uniform Commercial Code, this Agreement shall control; otherwise, this Agreement supplements but does not displace the Uniform Commercial Code. If any

provision of this Agreement conflicts with any applicable disclosure statement we have given you pursuant to the requirements of any law, such as the federal Electronic Fund Transfer Act, the federal Truth-in-Savings Act, the federal Expedited Funds Availability Act, or the Check 21 Act, the provisions of such disclosure statement shall control.

- 46. Entire Agreement; Other Programs And Services.** You agree to be bound by any and all operating rules, circulars, and regulations imposed by any networks, funds transfer systems (including, without limitation, the Federal Reserve), and/or clearinghouses in which we participate and/or which process transactions that affect your account. You further agree to be bound by any agreements we have with other financial institutions with respect to the processing or handling of transactions that affect your account. This Agreement constitutes the current and entire general deposit agreement between you and us with respect to the account(s) for which this Agreement has been delivered, and any and all prior general deposit agreements with respect to such account(s) are superseded by this Agreement. Additional and/or specific rules, regulations, disclosures, and/or agreements may be applicable to certain or particular accounts or specialized account programs and/or to bank services linked to an account, such as electronic or online banking. You agree that the terms and conditions set forth in such rules, regulations, disclosures, and other agreements continue in effect and are intended to be in addition to and not in substitution of the terms and conditions set forth in this Agreement. To the extent there is a conflict, the terms and conditions set forth in such rules, regulations, disclosures, and other agreements shall govern unless otherwise required by applicable law.
- 47. Construction Of Agreement.** The captions and headings used in this Agreement are for convenience of reference only and shall not be used to limit the applicability or meaning of any provisions of this Agreement. All personal pronouns used in this Agreement, whether used in the masculine, feminine or neuter gender, shall include all other genders where the context so requires. The use of the singular form shall include the plural and the use of the plural shall include the singular where the context so requires. No termination of any account will affect your liability or obligations under this Agreement accruing prior to the date of termination or any provisions of this Agreement which, by their terms or nature, are intended to survive account termination.
- 48. Severability.** If any provision of this Agreement or the application thereof to any persons or circumstances shall irreconcilably conflict with or be invalid or unenforceable under applicable law, such provision shall be deemed automatically reformed and amended to the extent, and only to the extent, necessary to render it valid and enforceable under such applicable law as of the effective date thereof, and such reformed or amended provision shall be binding without necessitating the formal amendment of this Agreement by the procedures specified herein; provided, however, that if such automatic reformation and amendment of such provision shall be unreasonable or impracticable in the context of this Agreement, or shall significantly conflict with the purpose, intent, and/or any other material terms or provisions of this Agreement, then such provision shall be deemed severed from this Agreement with respect to the persons or circumstances as to which such provision shall be invalid or unenforceable. The invalidity or unenforceability of any one or more of the provisions of this Agreement, or the severance of any provision from this Agreement pursuant to the terms of this Agreement, shall not affect the validity or enforceability of the remaining provisions, and such remaining provisions shall continue in full force and effect to the fullest extent permitted by law.
- 49. Illegal Purposes; Offensive Conduct.** You agree not to use your account for any illegal purpose or in breach of any contract or agreement by which you are bound, and you agree to comply with all applicable laws, rules, and regulations concerning your account and/or the use of your account. You certify that you have legal capacity under applicable law to enter into this Agreement. You further agree not to use your account in any way that may, in our judgment, impute to us or make us appear to endorse conduct or activity that could in any way be considered offensive, harassing, defamatory, privacy invading, abusive, threatening, inflammatory, scandalous, harmful, vulgar, obscene, or otherwise objectionable (e.g., by printing offensive messages or symbols on your checks).
- 50. Customer Identification Program.** 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 to 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.

#### 51. Telephone Transactions.

**VRU Service.** Our automated telephone transaction service ("VRU Service") allows you to check account balances, place stop payment requests, order checks, transfer funds among eligible accounts, and access other account information using your touchtone telephone and a personal identification number (PIN). You may activate the VRU Service by visiting one of our branches or by calling us at our customer service number **1-800-REGIONS (734-4667)**. By requesting us to activate the VRU Service, you authorize and request the creation and issuance of the PIN, and you agree that the use of the PIN for the authorization and authentication of transactions through the VRU Service constitutes a commercially reasonable security procedure under applicable law. You agree to be bound by and to follow any rules, regulations, and instructional materials or guides we impose or provide from time to time in connection with the VRU Service (whether imposed or provided in writing or orally through the VRU Service). Transactions entered through the VRU Service may not result in an immediate transfer of funds or immediate funds availability because of the time required to process the transaction. Any transaction entered through the VRU Service after 6 P.M. Central Time (or such other times as may be disclosed), or on Saturdays, Sundays, or holidays, may not post to your account until we process the transaction the next business day. To the fullest extent permitted by law, and subject to the provisions of Section V – Electronic Fund Transfer Disclosure to Our Consumer Customers, you agree to be bound by all transactions entered through the VRU Service with your PIN. You agree (a) not to provide your PIN to any person or entity not authorized to use the PIN; (b) not to write your PIN on anything likely to fall into the wrong hands, and not to do anything else that would cause or increase the risk of unauthorized or fraudulent use of the PIN; and (c) to keep the PIN in a safe place and to otherwise protect the PIN from fraudulent or unauthorized use. You also agree to notify us at once if you believe that your PIN has been lost, stolen, obtained by an unauthorized person or used fraudulently, or if you believe that any transaction on your account is in error, or if you believe your account has been or may be subject to any fraudulent or unauthorized use whatsoever. The fastest way to notify us is by calling us toll-free at **1-800-REGIONS (734-4667)**. Subject to notice requirements provided by applicable law, we may cancel, discontinue, suspend, or change the terms of the VRU Service, or expand or reduce the functions thereof, at any time without notice to you.

**Other.** We have no obligation to effect account transactions requested by telephone and without the use of a PIN or other security procedures we require, and you acknowledge and agree that we have no plan or agreement for such transactions. To the extent we allow such transactions, you acknowledge and agree that such transactions are performed solely as an occasional courtesy and accommodation to you, and such transactions are in any event subject to the terms of this Agreement and our operational rules and policies (including, without limitation, our Funds Availability Policy). If you make a telephone request to one of our customer service representatives to effect an account transaction, you agree to provide such verification information as we may require in our discretion. To fullest extent allowed by law, and subject to the other express provisions of this Agreement, you release us from, and agree to indemnify and hold us harmless as to, any and all claims, liability, damages (including, without limitation, incidental and consequential damages), losses, expenses (including without limitation reasonable attorneys' fees), and/or causes of action relating to or arising out of the performance, nonperformance, or erroneous performance of any account transaction request made to any customer service representative by telephone, whether authorized or unauthorized, and whether or not caused, in whole or in part, by our negligence.

**52. Overdraft Protection.** With our consent, certain savings and money market accounts, credit card or line of credit accounts, or other accounts as we may designate from time to time (collectively hereinafter the "designated funding account") may be established for use in covering overdrafts on most of our checking accounts (loan and line of credit products are subject to separate terms and conditions and are subject to credit approval). You authorize us to transfer funds from or make charges to your designated funding account to cover overdrafts as provided in this section.

If we allow you to use a designated funding account for Overdraft Protection, subject to the following limitations, we will pay any item which constitutes and creates an overdraft in your account and we will automatically transfer sufficient funds from your designated funding account (in multiples of the amount designated by us from time to time as transfer increments) to cover the overdraft. If the available credit or balance in your designated funding account is less than the amount necessary to cover an overdraft, you accept the risk that we may transfer the maximum available in your designated funding account and also return your check(s) unpaid due to insufficient funds. If (i) more than one check is presented for payment at the same time and (ii) the sum of the checks so presented would create an overdraft if all of the checks were paid and (iii) the available credit or balance in your designated funding account is not sufficient to cover the overdraft which would be created by payment of all the checks, you agree that we may pay any of the checks we choose. We will not be responsible for any loss you may incur due to the transfer of funds, the method used to pay checks, the failure to transfer funds, or a mistake in the transfer of funds in connection with an overdraft. You further understand and agree that we are not obligated to link more than one checking account to a designated funding account for the purpose of Overdraft Protection. Should you request the linkage of your checking account to a designated funding account, you agree not to use the service until you receive our notice confirming the relationship between the two accounts for the purpose of Overdraft Protection. The notice will contain the account numbers of the two accounts and will be generated each time you change related accounts or upon termination of the Overdraft Protection service.

You agree to pay our standard transfer fee for Overdraft Protection then in effect for each overdraft which results in a transfer of funds from a designated funding account. This transfer fee also applies should you make a withdrawal with your Regions ATM card or check card from your checking account or any other action you initiate or have authorized which creates an overdraft and thus initiates an advance from your funding account. In the event we decline, for any reason whatsoever, to make a transfer from your designated funding account and (i) return a check or other item unpaid due to insufficient funds or (ii) in our sole discretion, pay the check, thereby creating an overdraft in your checking account, you agree to pay our standard overdraft, nonsufficient funds, and/or returned item fee then in effect. Should a situation arise whereby we transfer the remaining balance in your designated funding account which does not cover all the checks presented against your checking account, you agree to pay both our standard transfer fee and overdraft, nonsufficient funds, or returned item fee then in effect, as applicable.

If your designated funding account is a savings account or a money market account, you understand and agree that under Regulation D of the Federal Reserve Board, no more than six (6) transfers, including transfers to cover overdrafts, may be made from that account per statement cycle or calendar month, as applicable. Also, funds available for covering overdrafts will not include deposits to be posted to your money market account on that same day.

In the event you cancel your Overdraft Protection, you agree that you will thereafter pay our standard overdraft, nonsufficient funds, or returned item fee, as applicable, in effect for each item presented for payment against your account which we, in our sole discretion, (i) return unpaid due to insufficient funds or (ii) pay, thereby creating an overdraft in your account.

**53. Tax Issues.** We make no representation as to the tax consequences relating to any deposit or account covered by this Agreement (including, but not limited to, individual retirement accounts).

If you have questions concerning the federal or state tax consequences resulting from your purchase, ownership, use, liquidation, withdrawal, or permitted assignment of your account, you should contact your tax advisor.

**54. Backup Withholding.** Under the federal income tax law, you are subject to certain penalties as well as withholding of tax if: (1) You fail to furnish your certified taxpayer identification number to us each time an account is opened; (2) The Internal Revenue Service notifies us that you furnished an incorrect taxpayer identification number; or (3) We are notified that you are subject to backup withholding under applicable provisions of the Internal Revenue Code.

**55. Special Terms Regarding Electronic Funds Transfers For Non-Consumer Accounts.** If your account is not established primarily for personal, family, or household purposes, you acknowledge and agree that Section V – Electronic Fund Transfer Disclosure to Our Consumer Customers does not apply to your account or to any electronic fund transfers to or from your account. To the

fullest extent permitted by law, you agree that in no event will we be liable to you under this Agreement, or in performing or failing to perform, or in erroneously performing, any electronic transactions, for special, indirect or consequential damages, including, without limitation, lost profits or attorneys' fees, even if we are advised in advance of the possibility of such damages, or for any other damages whatsoever, notwithstanding any other provisions of this Agreement to the contrary. You acknowledge and agree that this Agreement and any other related agreements with us set forth security procedures for electronic banking transactions that are commercially reasonable. You agree to be bound by any and all electronic fund transactions to or from your account, whether authorized or unauthorized, and we shall have no liability to you for any unauthorized electronic fund transaction or inquiry, except as otherwise expressly provided in a written agreement between you and us, or as required by applicable law. You agree that we, in our discretion, may from time to time impose limitations and restrictions on the number, frequency, and dollar amount of electronic transactions, as well as restrictions on the types of available transactions, with or without notice to you. In addition, you agree to comply with any limitations or restrictions that otherwise apply to your account(s) and may affect electronic funds transfers or inquiries.

## **SECTION II: TIME DEPOSITS/CERTIFICATES OF DEPOSIT**

The terms and conditions contained in this Section II supplement the other terms and provisions of this Agreement and apply to any time deposit accounts ("Time Deposits") and certificates of deposit ("Certificates") that you have with us, including, as applicable, Time Deposits or Certificates purchased for an Individual Retirement Account. Time Deposits and Certificates are further subject to terms and provisions that may be printed on your Time Deposit receipt or Certificate, and you acknowledge and agree that such terms and provisions are part of this Agreement. In the event of a conflict between the terms set forth herein and the terms and provisions printed on your Time Deposit receipt or Certificate, the terms and provisions printed on your Time Deposit receipt or Certificate will govern and control.

### **INTEREST ACCRUAL INFORMATION**

Interest will begin to accrue on the business day we receive your deposit. We use the daily balance method to calculate the interest on Time Deposits and Certificates. This method applies a daily periodic rate to the principal in the account each day. Interest is compounded daily for all Time Deposits and Certificates.

### **INTEREST PAYMENT METHOD AND FREQUENCY**

Your interest payment method and frequency are designated on your Time Deposit receipt or Certificate, as applicable, as well as on your PreMaturity and Renewal Confirmation Notices.

### **INTEREST PAYMENT METHOD**

Your interest can be deposited directly into your Regions checking, savings or money market account, sent to you by check, credited to your Time Deposit or Certificate at maturity, or for personal Time Deposits or Certificates with terms of one year or longer, interest may be credited to your Time Deposit or Certificate quarterly.

### **INTEREST PAYMENT FREQUENCY**

If you elect to have your interest deposited into your Regions checking, savings, or money market account, or sent to you by check, then you may receive your interest monthly, quarterly, semiannually, annually or at maturity.

### **ANNUAL PERCENTAGE YIELD (APY)**

The APY is a percentage rate reflecting the total amount of interest that would be earned on the account based on the interest rate and the frequency of compounding. The APY assumes interest will remain on deposit until maturity. Any withdrawal will reduce earnings. You must maintain a daily balance equal to the amount of your initial deposit or renewal amount to earn the stated interest rate and APY.

### **AUTOMATIC RENEWAL**

For any renewable Time Deposit or Certificate, your deposit will be automatically renewed for the same term as indicated on your Time Deposit receipt or Certificate, as applicable, and at the interest rate established by us for your type of deposit at the time of each renewal, provided that your type of deposit is still a part of our service offering at the time of renewal. If you allow your Time Deposit or

Certificate to automatically renew, it will renew on the date your prior deposit matured. Should you wish to prevent the deposit from being renewed, you must contact us in writing at any time before the maturity date but not later than the grace period defined below. If your type of deposit is not a part of our service offering at the time of renewal, we will notify you accordingly, and the funds will be paid to you or deposited into a different type of account pursuant to this Agreement and our disbursement procedures in effect at that time, and/or pursuant to any option we have given you in our notification to you which you have elected.

#### PRE-MATURITY NOTICE

For Time Deposits or Certificates with terms greater than thirteen (13) days, a notice will be sent prior to maturity indicating the date on which your deposit will mature. If the term of your deposit is thirteen (13) days or less, you will not receive a notice.

#### RENEWAL CONFIRMATION NOTICE

For Time Deposits or Certificates with terms greater than thirteen (13) days, a notice will be sent after the grace period on your matured deposit has expired, indicating your new interest rate and maturity date. If the term of your deposit is thirteen (13) days or less, you will not receive a notice.

#### GRACE PERIOD

For seven to thirty-one (7-31) day Time Deposits and Certificates, you may withdraw all or any part of your deposit without penalty not more than one (1) business day after a maturity date, however, no interest from the date of maturity will be paid on any funds withdrawn in this manner. For Time Deposits and Certificates with terms greater than thirty-one (31) days, you may withdraw all or any part of your deposit without penalty not more than ten (10) calendar days after a maturity date. However, no interest from the date of maturity will be paid on any funds withdrawn in this manner. Any person named on the Time Deposit receipt or Certificate may make withdrawals during a grace period.

#### NON-AUTOMATICALLY RENEWABLE; FINAL MATURITY NOTICE

A notice will be sent prior to maturity indicating the date on which your deposit will mature. On that date, the principal and any unpaid interest will be disbursed as indicated on your Time Deposit receipt or Certificate.

#### EARLY WITHDRAWAL

Early withdrawal is withdrawing all or part of principal of any deposit, prior to maturity, except withdrawals during a grace period as defined above. Early withdrawal is also defined as amending the terms of your Time Deposit or Certificate to reduce the maturity period designated on the Time Deposit receipt or Certificate as the "Term" (provided, that we have no obligation to agree to an amendment of such terms, and any such amendment shall be within our sole and absolute discretion).

#### MULTIPLE OWNERSHIP

Our rules and procedures provide that any early withdrawal of a Time Deposit or Certificate upon which more than one depositor is designated, other than (i) an early withdrawal upon the death or adjudication of incompetency of one depositor or (ii) withdrawals during a grace period as defined above, requires the signature of all depositors. You agree to be bound by these rules but also acknowledge that we may, in our sole discretion, waive these rules because of special circumstances. You agree to be bound by our decision should we waive the rules and we shall have no liability to any depositor arising from our decision. We reserve the right to refuse your request to withdraw the funds in your Time Deposit or Certificate until such time as the funds used to purchase the Time Deposit or Certificate have become collected funds.

#### EARLY WITHDRAWAL PENALTY

In the event of an early withdrawal, you must pay the early withdrawal penalty listed below. The penalty may be waived in the event of death of any depositor on the Time Deposit or Certificate, or if any depositor is determined to be legally incompetent by a court or other administrative body of competent jurisdiction. In regards to IRA Time Deposits and Certificates, early withdrawal penalties do not apply if the withdrawal reason was due to: death, total and permanent disability, substantially equal periodic payments, seven day revocation, excess contribution, divorce, or you are aged 59½ or older. Note that early withdrawal of IRA funds may also be subject to other penalties and tax consequences as provided by applicable law.

You agree that if you have not earned enough interest to pay the required early withdrawal penalty, the remaining amount of the penalty will be deducted from the principal amount of your Time Deposit or Certificate. Any early withdrawal penalty will be payable immediately upon withdrawal.

1. If the original maturity of your deposit is thirty-one (31) days or less, you must pay an early withdrawal penalty equal to the amount you could have earned on the amount withdrawn had you left the funds on deposit until maturity. The penalty shall be calculated at the interest rate being paid on your deposit at the time of withdrawal.
2. If the original maturity of your deposit is thirty-two (32) days to and including one hundred eighty-one (181) days, you must pay an early withdrawal penalty equal to one (1) month's (31 days) simple interest at the interest rate being paid on your deposit at the time of withdrawal.
3. If the original maturity of your deposit is one hundred eighty-two (182) days to and including three hundred sixty four (364) days, you must pay an early withdrawal penalty on the amount withdrawn equal to three (3) months, (90 days) simple interest at the interest rate being paid on your deposit at the time of withdrawal.
4. If the original maturity of your deposit is one (1) year (365 days) or more, you must pay an early withdrawal penalty equal to six (6) months (182 days) simple interest on the amount withdrawn at the interest rate being paid on your deposit at the time of withdrawal (except Treasury Index Time Deposit as outlined in this Section II).

#### TRANSFERABILITY

Time Deposits and non-negotiable Certificates are not transferable. This means that you may not transfer the ownership of your Time Deposit or non-negotiable Certificate to anyone without our written consent, which may be granted or withheld in our sole and absolute discretion. Any transfer is not effective until we have given you written consent and note the transfer in our records. Certificates that are negotiable instruments under applicable law are transferable only upon proper indorsement and registration at the Regions location which initially issued the Certificate.

#### NEGOTIABILITY

Time Deposits are not negotiable. Certificates may be negotiable, subject to the requirements of applicable law, and the balance will be paid to you or any transferee of a negotiable Certificate only upon proper presentation of the Certificate, with all necessary indorsements, to us. Seven to thirty-one (7-31) day Certificates are not negotiable.

#### REPORTING INTEREST EARNED

The Internal Revenue Service requires us to report interest, on which you may owe income tax, for the calendar year in which it is paid to you. For Time Deposits or Certificates with terms greater than one (1) year with interest paid at maturity, we will report the interest your deposit has earned, whether or not it is paid. Each year we will furnish you a statement that reflects the interest paid to you or earned during the preceding year. All interest will be reported as having been earned by the person named first on the account.

#### ADDITIONAL DEPOSITS

For automatically renewable Time Deposits with maturities greater than thirty-one (31) days, you may make additional deposits only during the grace period defined above, with the exception of the 18 Month Variable Rate IRA as described in this Section II. Additional deposits are not allowed on any Certificate or on automatically renewable Time Deposits with maturities of seven to thirty-one (7-31) days. If you have established an 18 Month Variable Rate IRA Time Deposit, additional deposits of not less than \$50.00 will be accepted. Additional deposits will not extend the maturity date of this deposit.

#### TERMINATION

If you fail to comply with any terms or conditions of this Agreement, you agree that we may terminate your Time Deposit or Certificate at our discretion, in addition to exercising any other rights or remedies we may have, which we may exercise in our sole and absolute discretion. In this event, we will remit to you any funds held by us, including any interest earned, less any applicable early withdrawal penalties, and we will have no further obligation to you.

#### ADDITIONAL CONDITIONS SPECIFIC TO CERTIFICATES

Payment of principal and any unpaid interest will be made to you only upon proper presentation of your Certificate.

### SECTION III: INDIVIDUAL RETIREMENT ACCOUNTS

The terms and provisions of this Section III supplement the other terms and provisions of this Agreement and apply to any Regions IRA you may have with us. This includes: Traditional IRA, Roth IRA, SEP IRA and Coverdell Education Savings Account. This Section III also applies to deposits covered by this Agreement that are held in qualified retirement plans.

Regions IRAs are further subject to the information and provisions in your Individual Retirement Account and Disclosure Statement, your Roth IRA and Disclosure Statement, your Coverdell Education Savings Account and Disclosure Statement, or your 5305-SA, and on your IRA Deposit Receipt(s) ("Receipt(s)"), and you acknowledge and agree that such information and provisions are part of this Agreement. In the event of a conflict between the terms set forth herein and the terms and provisions of such IRA disclosures statements and/or Receipts, the terms and provisions of such disclosures, statements, and Receipts will govern and control.

#### INTEREST RATE

The interest rate stated on your Receipt is guaranteed until its original maturity, subject to the exceptions outlined in this Section III.

#### 18-MONTH VARIABLE IRA

The interest rate on this deposit is equal to the discount rate of the new 6-month Treasury bill plus  $\frac{1}{4}\%$ . The discount rate of the 6-month Treasury bill is determined by the weekly auction of the Federal Reserve. To this extent, the interest rate and APY earned on this deposit are subject to change weekly and may be deemed variable rates. Fluctuations in the discount rate of the 6-month Treasury bill could cause an interest rate and APY in a subsequent week to be less than the interest rate and APY in an earlier week. This deposit is not available for Roth IRA or Coverdell Education Savings Accounts.

#### MONEY MARKET IRA

The interest rate on this deposit is set by Regions management in its sole discretion. To this extent, the interest rate and APY earned on this deposit are subject to change daily and may be deemed variable rates.

#### AUTOMATIC RENEWAL OF DEPOSIT

See Section II of this Agreement for details regarding automatic renewal of your IRA Time Deposit or Certificate. If your deposit is not a part of our service offering at the time of renewal, the funds will be deposited into the Money Market IRA unless we have received different instructions from you in writing.

#### ADDITIONAL DEPOSITS

You may make additional deposits to your account only during the grace period for Time Deposits or Certificates as defined in Section II except as noted in this Section III.

#### 18-MONTH VARIABLE IRA

Additional deposits of not less than \$50.00 will be accepted. Additional deposits will not extend the maturity date of the deposit.

#### MONEY MARKET IRA

Additional deposits of not less than \$25.00 will be accepted.

#### AUTOMATED DEPOSITS

Deposits made to your IRA through payroll deduction or telephone banking will be made as "current year" contributions only.

#### INTEREST PAYMENT FREQUENCY

Unless otherwise requested, interest will be credited to your IRA account quarterly.

#### INTEREST AND PRINCIPAL DISBURSEMENTS/WITHDRAWALS

All requests to withdraw funds from the IRA must be done in writing. Please refer to the applicable disclosure statement governing your type of account (Traditional, Roth, or Coverdell Education Savings Account) for possible IRS penalties.

Should you elect to receive interest or principal distributions, your payment method and frequency are designated on your IRA Request for Distribution as well as on your Pre-Maturity and Renewal Confirmation notices.

#### PAYMENT METHOD

Your interest or principal can be deposited directly into your Regions checking or savings account, or paid by check.

#### PAYMENT FREQUENCY

You may receive your interest or principal monthly, quarterly, semiannually or annually.

#### EARLY WITHDRAWAL PENALTY

You should refer to Section II of this Agreement for applicable terms early withdrawal penalties for IRA Time Deposits or Certificates.

#### TERMINATION

You may elect to close your account at any time and withdraw your funds less any applicable withdrawal penalties. Notification to close your account must be done in writing. Furthermore, if you fail to comply with any of the terms and conditions of this Agreement, we may terminate your account and resign as custodian of your IRA (refer to your applicable Disclosure Statement or Receipt), in addition to exercising any other rights or remedies we may have, which we may exercise in our sole and absolute discretion. In this event, we will remit to you or your designated successor custodian any funds held by us, including any interest earned, less any applicable early withdrawal penalties. We will have no further obligation to you.

#### TAX CONSEQUENCES

We make no representation as to the tax consequences relating to any individual retirement account covered by this Agreement. If you have questions concerning the federal or state tax consequences resulting from your purchase, ownership, use, liquidation, or withdrawal of your IRA deposit, you should contact your tax advisor.

### SECTION IV: FUNDS AVAILABILITY POLICY

**1. Your Ability To Withdraw Funds.** Our policy is to make funds from your deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written.

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 2:00 p.m. (or at other times as may be displayed) 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 2:00 p.m. on a business day (or at other times as may be displayed) or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

**2. Longer Delays May Apply.** 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 fifth business day after the day of your deposit. However, the first \$100 of your deposits will be available on the first business day.

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

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

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 communications or computer 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 eleventh (11) business day after the day of your deposit.

- 3. 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 will be available on the day we receive the deposit. Funds from deposits of cash, 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. The excess of the above stated checks over \$5,000 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury Check) is not made in person to one of our employees, the first \$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 on the eleventh (11) business day after the day of your deposit.

- 4. Holds On Other Funds (Check Cashing).** 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. We have no responsibility for fees assessed by third-parties or for any other amounts claimed due to our delaying the availability of funds in the account.
- 5. Holds On Other Funds (Other Account).** 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. We have no responsibility for fees assessed by third-parties or for any other amounts claimed due to our delaying the availability of funds in the other account.

## SECTION V: ELECTRONIC FUND TRANSFER DISCLOSURE TO OUR CONSUMER CUSTOMERS

(THE DISCLOSURES AND TERMS IN THIS SECTION V ARE APPLICABLE ONLY TO THE EXTENT THAT YOUR ACCOUNT HAS BEEN ESTABLISHED PRIMARILY FOR PERSONAL, FAMILY, OR HOUSEHOLD PURPOSES.)

Certain types of transactions that are handled completely or partially by electronics are subject to the Electronic Fund Transfer Act (EFT Act). The EFT Act, subject to certain exceptions and qualifications, covers fund transfers that are initiated through an electronic terminal, telephone, computer or magnetic tape, including automated clearinghouse (ACH) transactions and preauthorized electronic direct deposits and preauthorized electronic payments to third parties to or from your checking account, other transaction accounts or savings account.

Your rights, protection, and liabilities are outlined in the following disclosure in accordance with the EFT Act. Our obligations and liabilities are also summarized for you. Please read and become familiar with all parts of this disclosure. Be sure to retain the telephone numbers and addresses that you may need in order to limit your liability and to resolve problems that you may have concerning electronic transfers.

You may contract with us for the provision of a specific electronic fund transfer service (for example, by requesting an ATM or check card, or by enrolling for the use of our online or electronic banking services) and receive separate terms and conditions and EFT Act disclosures pertaining to that service. Such separate terms, conditions, and disclosures supplement the terms of this Agreement and the following disclosures.

- 1. Types Of Available Transfers.** Unless you have contracted with us for a different or specific electronic fund transfer service or access device for your account(s), the electronic fund transfers described below generally are the only types you will be able to make.

- (a) **ACH; preauthorized electronic fund transfers.** The following are examples of ACH transactions and/or preauthorized electronic fund transfers:
- (i) You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills. This is known as "electronic check conversion." For instance, assume that you purchase goods from a merchant. You provide the merchant with a voided check which allows the merchant to capture routing, account and serial number information. The transaction is processed electronically through ACH, and your account is debited for the purchase price of the goods.
  - (ii) You send a check to a merchant who bills you on a periodic basis. The merchant uses the information on the check to process your payment electronically through ACH and your account is debited for the bill.
  - (iii) You authorize your employer in writing to pay you through direct deposit of your paycheck to your account. You provide your employer with account and routing number information to enable your employer to credit your account. The transfers will take place on a recurring basis, at substantially regular intervals, and will require no further action from you to initiate the transfers. The transfers are processed electronically through ACH, and your account is credited for the amount of your paycheck each payday.
  - (iv) You give advance written authorization to your telephone company to debit your account electronically each month in the amount of your monthly telephone bill. You provide your telephone company with account and routing number information to enable your telephone company to debit your account. The transfers will take place on a recurring basis, at substantially regular intervals, and will require no further action from you to initiate the transfers. The transfers are processed electronically through ACH, and your account is debited for the amount of your telephone bill each month.
- (b) **Telephone VRU Service.** You may transfer funds among your accounts that are accessible through the VRU Service, our automated telephone funds transfer and account information service. More details about the features and functionality of the VRU Service are provided in Section I of this Agreement.

## 2. Limits On Transfers.

- (a) You are not permitted in any statement cycle or calendar month, whichever period is shorter, to make more than six transfers or withdrawals from a savings or money market account to another account you have with us or to a third party by means of preauthorized or automatic transfers, or by means of telephonic (including data transmission) agreement, order or instruction, or by means of personal computer (including online banking and bill payment services). No more than three of such six transfers may be made by draft, check, ATM or debit card, or similar order to a third party (to the extent permitted by the account).
- (b) There may from time to time be limits on the number and dollar amount of electronic fund transfers that you can make. These limits are for security reasons and may change from time to time. There may be additional limitations elsewhere in this Agreement. Your ability to initiate transactions also may be limited by the terms of other agreements you have with us or as described in other disclosures we have made to you, or by applicable law. You agree to abide by and be bound by all applicable limitations.

## 3. Right To Receive Documentation Of Transfers.

- (a) **Terminal transfers.** You can get a receipt at the time you make any transfer to or from your account using any electronic terminal (You may need to request and enter into a separate agreement for an ATM card, debit card or check card in order to effect transactions at certain electronic terminals).
- (b) **Preauthorized credits.** If you have arranged to have direct deposits made to your account at least once every sixty (60) days from the same person or company, you can call us to find out whether or not the deposit has been made.

(c) **Periodic statements.** You will get a monthly account statement for each month in which an electronic fund transfer is made to or from your account. In any case, you will get the statement at least quarterly for each account to which or from which an electronic fund transfer may be made.

**4. Your Liability For Unauthorized Transfers; Advisability Of Prompt Reporting.** An unauthorized transfer means a transfer from your account that is initiated by another person without your authority to initiate the transfer and from which you receive no benefit. The term does not include any transfer that is initiated by a person who was furnished by you with the means to access your account, unless you have notified us that transfers by that person are no longer authorized and we have had reasonable opportunity to act on that notification.

(a) Tell us AT ONCE if you believe any access device, code, PIN, or other means of electronically accessing your account has been lost or stolen or if you believe that an electronic fund transfer has been made without your permission using information from your check.

Telephoning is the best way of keeping your possible losses down. You could lose all your money in your account (plus your maximum overdraft funding amounts). If you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50.00 if someone electronically accessed your account without your permission.

(b) If you do NOT tell us within two (2) business days after you learn of the loss or theft of your access device, code, PIN, or other means of electronically accessing your account, and we can prove we could have stopped someone from electronically accessing your account without your permission if you had told us, you could lose as much as \$500.00.

(c) Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time.

(d) If we determine that extenuating circumstances kept you from telling us, we may extend the time periods.

**5. Our Liability For Failure To Make Transfers.** If we do not properly 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:

(a) If, through no fault of ours, your account does not contain enough money to make the transfer.

(b) If the transfer would go over any existing credit limit on your overdraft line, or other credit account.

(c) If your funds are being held or frozen or are subject to legal process.

(d) If the electronic terminal where you are making the transfer does not have enough cash.

(e) If the electronic terminal (or system) was not working properly and you knew about the breakdown when you started the transfer.

(f) If circumstances beyond our control (such as telecommunication or electrical outages and malfunctions, postal strikes or delays, computer system failures or natural disasters) prevent the transfer, despite reasonable precautions that we have taken.

(g) If you have exceeded the limitations on frequency of transfers or dollar amount of transfers.

(h) If your access device, code, PIN, or other means of electronically accessing your account has been reported lost or stolen, or has been damaged, or if we have reason to believe that a transaction has not been properly authorized or authenticated, or is fraudulent, erroneous, or illegal.

(i) If we do not receive the necessary transfer data from a third party, or if such data is incomplete or erroneous when received by us.

(j) If making the transfer would cause us to violate any law, rule or regulation to which we are subject.

- (k) If any failure on our part was not intentional and resulted from a bona fide error, notwithstanding procedures to avoid such error, except for actual damages (which do not include indirect, incidental, special or consequential damages).

There may be other exceptions to liability stated in this Agreement or other agreements with you or otherwise provided by applicable law.

**6. Disclosure Of Account Information To Third Parties.** We will disclose information to third parties about your account or the transfers you make:

- (a) Where it is necessary for completing transfers, or
- (b) In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or
- (c) In order to comply with government agency or court orders, or
- (d) If you give us your written permission, or
- (e) Otherwise in accordance with our privacy notice. You may obtain a copy of our privacy notice at any time by visiting any of our branches or by visiting our website.

**7. Right To Stop Payment On Preauthorized Transfers And Procedure For Doing So; Right To Receive Notice Of Varying Amounts; And Our Liability For Failure To Stop Payment.**

- (a) **Right to Stop Payment and Procedures for Doing So.** If you have arranged in advance to make regular payments out of your account, you can stop any of these payments. Here's how: Call us at the number shown below or write us at the address shown below in time for us to receive your request three (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 fourteen (14) days after you call.
- (b) **Notice of varying amounts.** If these regular payments may vary in amount, the person you are going to pay will tell you, ten (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 will differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.
- (c) **Liability for failure to stop payments of preauthorized transfer.** If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we may be liable for your losses or damages.

**8. What Constitutes A Business Day.** For purposes of these disclosures, our business days are Monday through Friday. Holidays are not included.

**9. In Case Of Billing Errors Or Questions About Your Electronic Transfers.** You may call us at the telephone number shown below or you may write us at the address shown below 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 sixty (60) days after we sent you the FIRST statement on which the problem or error appeared.

- (a) Tell us your name and account number.
- (b) 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.
- (c) 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 ten (10) business days.

We will determine whether an error occurred within ten (10) business days [twenty (20) business days for transactions that have occurred within 30 days after the first deposit to the account] after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days [ninety (90) days for point-of-sale transactions, transactions initiated outside the United States, or transactions that have occurred within 30 days after the first deposit to the account] to investigate your complaint or question. If it is necessary to take this additional time, and your written notification has been received by us, we will credit your account within ten (10) business days [twenty (20) business days for transactions that have occurred

within 30 days after the first deposit to the account] 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 ten (10) business days [twenty (20) business days for transactions that have occurred within 30 days after the first deposit to the account], we will not credit your account and we will still have up to forty-five (45) days [ninety (90) days for point-of-sale transactions, transactions initiated outside the United States, or transactions that have occurred within 30 days after the first deposit to the account] for our investigation. We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

- 10. Telephone Number And Address To Be Notified In Event Of Lost, Stolen Or Compromised Access Device, Or Unauthorized Transfer.** If you believe that your access device, code, PIN, or other means of electronically accessing your account has been lost or stolen, or compromised, or that someone has transferred or may transfer money from your account, without permission, using information from your check or otherwise, you should call the number below or write to the address provided.

**Call toll free 1-800-REGIONS (734-4667)**

**Or write Regions Electronic Banking Services  
P.O. Box 830843  
Birmingham, Alabama 35283-0843**

- 11. Fees.** You should refer to our schedule of fees, which is included with other documentation and disclosures we have provided to you in connection with the opening of your account, for information regarding any fees associated with fund transfers covered by the EFT Act. Such fees are subject to change from time to time, and we will provide you with notice of such changes as required by law. The owners/operators of electronic fund transfer systems may charge fees for transactions that are not disclosed in our schedule of fees.

## **SECTION VI: IMPORTANT INFORMATION FOR OUR CONSUMER CUSTOMERS ABOUT SUBSTITUTE CHECKS**

### **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 received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received 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 **1-800-REGIONS (734-4667)**. 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 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, and the amount of the check.

## Agreement and Disclosure Statement for the Use of ATM Cards, Debit Cards and CheckCards

This Agreement and Disclosure Statement for the Use of ATM Cards, Debit Cards, and CheckCards ("Agreement") covers the possession and use of the Regions ATM Card, the Regions Platinum Visa® CheckCard, the Regions Access Platinum Visa® CheckCard, the MOR Platinum Visa® CheckCard, the Regions Private Banking Visa® CheckCard, the Regions Visa® Business CheckCard, the Regions Access Platinum Visa® Business CheckCard, and any other ATM card, debit card, or checkcard issued by us under any other name or brand and provided to you with this Agreement.

**Definitions.** The following terms and definitions apply when used in this Agreement:

- Account – any account or accounts designated by you and/or made eligible by us for any transaction or transactions contemplated by this Agreement.
- ATM – automated teller machine.
- Business Account – any account that is not established primarily for personal, family or household purposes.
- Business Day – any day, Monday through Friday, during which we are open for conducting all of our normal banking functions, but excluding any recognized State or Federal holidays or any days we may be closed due to emergency conditions.
- Card – as applicable, the Regions ATM Card, the Regions Platinum Visa® CheckCard, the Regions Access Platinum Visa® CheckCard, the MOR Platinum Visa® CheckCard, the Regions Private Banking Visa® CheckCard, the Regions Visa® Business CheckCard, the Regions Access Platinum Visa® Business CheckCard, and/or any other ATM card, debit card, or checkcard issued by us under any other name or brand and assigned to you in connection with this Agreement (including the Card number, as the context may require, and including multiple cards, as the case may be, issued for use in connection with your account).
- Merchant – any person or entity from which you purchase goods or services the payment for which may be made using the Card.
- PIN – a personal identification number used as a means of identifying you and validating the use of the Card to access your account and to perform certain other transactions contemplated by this Agreement.
- POS – point of sale.
- Regions ATM – any ATM operated by Regions Bank.
- Shared Network ATM Terminal – any ATM terminal operated either directly or indirectly by participants in a network in which we are a participant.
- Shared Network POS Terminal – any POS terminal operated either directly or indirectly by participants in a network in which we are a participant.
- Terminal – as applicable, any Regions ATM, any Shared Network ATM Terminal, and/or any Shared Network POS Terminal.
- You, your, and yours – any person to whom the Card is issued, either at that person's request or at the request of another person authorized to sign on the account(s) that the Card accesses, and/or any person who uses the Card.
- We, us, and our – Regions Bank, or as applicable and as the context may require, any other affiliate of Regions Financial Corporation issuing the Card and/or with which you have established one or more accounts that the Card accesses, or as applicable and as the context may require, any agent, independent contractor, designee, or assignees that we may, in our sole discretion, involve in the processing of Card transactions.

Other terms may be defined elsewhere in this Agreement.

**Acceptance of this Agreement.** By requesting, using or keeping the Card, or by allowing someone else to use the Card, you accept the terms and conditions of this Agreement.

## 1. Transactions Available.

- **Regions ATM Card.** You can use the Regions ATM Card at Regions ATMs and at Shared Network ATM Terminals to get cash from your account, to transfer funds between certain accounts, and to check certain account balances and certain transaction histories. You also can use the Regions ATM Card at certain Regions ATMs to make deposits to your account and to make payments by check or cash to us (please note that not all Regions ATMs are equipped with deposit or payment receipt functionality, and you should verify that a Regions ATM has such functionality before attempting such transactions). If a merchant maintains a Shared Network ATM/POS Terminal and accepts the Card, you also can use the Regions ATM Card at the Shared Network ATM/POS Terminal (a) to transfer funds from your account directly to that merchant as payment for the goods or services purchased, (b) to get cash, and (c) to check certain account balances, if the Shared Network ATM/POS Terminal is equipped with a balance inquiry function. You may be required to enter your PIN to initiate these transactions. For security reasons, there may be limits on the number of transfers and the dollar amounts involved in these transactions. Other information about transaction limitations is provided elsewhere in this Agreement.
- **Visa® CheckCards.** In addition to the transactions described above for the Regions ATM Card, Cards branded with the Visa® logo may be used (a) to purchase goods or pay for services at merchants that display a Visa® logo and accept the Card and (b) to obtain cash withdrawals at any financial institution that displays the Visa® logo and accepts the Card. You may be required to enter your PIN or to sign a receipt in order to initiate or complete these transactions. You may not be able to check your account balance with the MOR Platinum Visa® CheckCard at certain Terminals. For security reasons, there may be limits on the number of transfers and the dollar amounts involved in these transactions. Other information about transaction limitations is provided elsewhere in this Agreement.

## 2. Payment of Transactions from Account; Hold on Account.

- (a) **Withdrawal.** You authorize us to pay out of your account the total amount of any transactions originated by use of the Card. Your use of the Card for a payment, transfer, or cash withdrawal is regarded as a withdrawal from and/or a demand on your account at the time the Card is used, even if the transaction is not posted to your account at that time.
- (b) **Authorization Holds.** When you use the Card in a POS transaction, the merchant may request an authorization for the transaction at the time of the transaction. In certain circumstances the payment authorization system permits the merchant to request authorization for an amount that may be more or less than the final amount of the transaction, which final amount may be unknown at the time of the transaction (e.g., a restaurant may include in a transaction authorization request an amount sufficient to cover a tip). In connection with a POS authorization request, we may place a hold on your account as directed by the merchant at the time of the transaction. This type of hold helps make it more likely that your POS transaction will be completed, by holding funds available for the transaction pending our receipt of documentation from the merchant. Once such a hold is in place, the amount of the hold may not be available to pay any checks, POS transactions or other withdrawal or transfer orders or requests that you or other parties might make. The hold will be released when the merchant presents, and we process, supporting documentation for the transaction, or three business days after the transaction date, whichever occurs first. As is the case with all POS transactions, your account will be debited for the exact final amount of the transaction following our processing of the documentation. During the time that a hold is in place, the balance reported to you by means of telephone banking, internet banking, ATM screens or your periodic account statement might not reflect that the hold is or was in place against your account. This is because available balances are sometimes based on actual debits or credits to your account rather than on holds. During the period of any hold, we may, in our discretion, return items presented against your account or decline withdrawal and transfer requests, or we may pay such items and approve such withdrawal and transfer requests, if there are not sufficient funds in your account for such transactions in excess of the amount of the hold. You agree to be responsible for any overdraft and/or nonsufficient funds charges or fees we assess as a

result of transactions against insufficient funds in your account during the period of any POS authorization holds. You are responsible for knowing when you have made a POS transaction that might result in a hold and for not initiating transactions against insufficient funds during the period of any hold. We reserve the right, but have no obligation, to release the hold at any time, in our discretion, if necessary to make funds available to pay other items presented against your account. If we release the hold to pay other items, and the transaction corresponding to the hold is subsequently presented against insufficient funds, we, in our discretion, may reject the transaction or we may process and debit your account for the amount of the transaction, and in either event you agree to pay any applicable overdraft and/or nonsufficient funds charges or fees we assess. You agree to release us from liability based on our return of items and/or our refusal to allow withdrawal or transfer requests when there are insufficient funds in your account due to any POS authorization hold, and you agree to release us from liability in the event we release a hold in order to pay other items presented against your account and subsequently reject the transaction corresponding to the hold due to insufficient funds in your account. You further release us from any and all liability in the event any merchant delays or fails to complete the final processing of any POS transaction that you have initiated with the merchant, and/or in the event any merchant places an authorization hold against your account in error. In general, we will not be responsible for any transactions generated in error by merchants, processing agencies, or any other third parties not under our control, except as may be required under applicable law.

3. **Protecting Your Card and PIN; Notifying Us.** You agree (a) not to provide the PIN or the Card to any person or entity not authorized to use the PIN and the Card; (b) not to write your PIN on the Card or anything else likely to fall into the wrong hands, and not to do anything else that would cause or increase the risk of unauthorized or fraudulent use of the Card; and (c) to keep the Card and the PIN in a safe place and to otherwise protect the Card and PIN from fraudulent or unauthorized use. You also agree to notify us at once if you believe that your Card and/or your PIN has been lost, stolen, obtained by an unauthorized person or used fraudulently, or if you believe that any transaction on your account is in error, or if you believe your account has been or may be subject to any fraudulent or unauthorized use whatsoever. The fastest way to notify us is by calling us toll-free at 800-295-VISA (8472).
4. **Security.** You agree that we are not responsible for providing security guards or, unless required under applicable law, other security measures at Terminals.
5. **Terminals.** When using any Terminal for a transaction, you agree to follow the instructions provided at the Terminal. Although Terminals should be generally reliable, they may not always be operating properly and available for your use at all times. You promise not to attempt to make a transaction when a Terminal tells you, or other circumstances give you reason to believe, that the Terminal is closed, is not operating properly or is otherwise unable to effect the transaction you desire. Terminals may be closed from time to time. We will not be liable for damages resulting from the unavailability or failure of Terminals to operate, except as required by applicable law.
6. **Posting.** If you use your Card and PIN at a Regions ATM to withdraw money from your account or to transfer money before 6:00 p.m. Central Time, or at such other times as may be displayed on or at the Terminal, on a business day, the transaction will be posted to your account(s) on the same business day and reflected in account records the following business day (the timing of the posting and crediting of payments and/or transfers to eligible loan accounts at Terminals with loan payment functionality may differ, and all loan payments are subject to the terms of the applicable loan agreement). PIN transactions made before 6:00 p.m. Central Time, or at such other times as may be displayed, on business days at Shared Network ATM/POS Terminals usually will post to your account the same business day, subject to the timely transmission of the transaction to us by owner/operator of the Terminal and/or the applicable network. Signature-based Card transactions usually will post to your account within several business days after the transaction, but because such transactions are subject to network settlement rules and the submission by the person accepting the Card of supporting transaction documentation, these transactions may take longer to post. Deposits made through Regions ATMs to your account before 2:00 p.m. in the time zone where such Terminals are located, or at such other times as may be displayed or disclosed at

the ATM, on a business day will normally be posted to your account on the same business day and reflected in account records the following business day. Please note that not all Regions ATMs are equipped with deposit functionality, and you should verify that a Regions ATM has such functionality, as well as confirm any deposit cutoff times displayed at the ATM, before attempting a deposit transaction. All deposits are subject to our Funds Availability Policy. If, for any reason, we cannot collect the amount of a non-cash item deposited to your account, we may charge that amount to any account that you own, either individually or jointly with others. Loan payments made to us through Regions ATMs that are capable of receiving such payments will be credited promptly, usually by the end of our next business day.

- 7. Foreign Currency Transactions.** If you use your Card for transactions made in currencies other than U.S. Dollars, the transactions will be converted to U.S. Dollars under the regulations established by VISA then in effect. Conversion to U.S. Dollars may occur on a date other than the date of the transaction. The exchange rate between the transaction currency and the billing currency is either (1) a rate selected by VISA from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate VISA itself receives, or (2) the government-mandated rate in effect for the applicable central processing date. We will impose an International Service Assessment ("ISA") fee of 3.0 percent of the transaction amount for all purchases, credit vouchers and cash disbursements, both original and reversal transactions, made in a country other than the United States, Puerto Rico or the U.S. Virgin Islands. The ISA fee will appear on your periodic account statement.<sup>4</sup>
- 8. Deposits and Payments.** All deposits and payments are taken subject to our verification and collection. If there is any difference between (a) the amount written on any deposit slip, payment stub, or Terminal memo included with any deposit or payment made through a Regions ATM and (b) the amount we find in the deposit or paying envelope, you agree that the amount we find in the envelope is the correct amount. If, for any reason, we cannot collect the amount of a non-cash item deposited to your account(s), we may charge that amount to any account that you own, either individually or jointly with others.
- 9. Authorized Transfers and Accounts.** You promise to use the Card to make only the types of transfers and to get access only to the account or accounts you have requested in advance and we have approved. If through some error the Card lets you withdraw funds from an account that you should not be allowed to use, we may charge the amount involved to an account you can use. If you use the Card to access an account that is no longer available to complete a transaction, we may, in our discretion, charge or credit the transaction to another account. You appoint as your attorney-in-fact for any transactions or inquiries involving your accounts each and every person who receives or otherwise uses the Card with your consent or authorization. You agree that we may process any Card transactions properly authorized through the use of the PIN, or through your signature or the signature of the person using the card, as the case may be, or otherwise authorized by you or any person using the Card with your consent or authorization, notwithstanding any dual or multiple signature requirement identified on any signature card or other document relating to your accounts, and you agree and intend that any such authorization of Card transactions shall be considered the same as your written signature in authorizing us to perform any action relating to the transactions requested. All persons using the Card are bound by and subject to the terms and conditions of this Agreement. You agree that the methods and procedures for the authorization and authentication of Card transactions described in and contemplated by this Agreement constitute commercially reasonable security procedures for electronic funds transactions under applicable law.
- 10. Overdrafts and Insufficient Funds.** The Card gives you no credit privileges in your deposit accounts, and we are under no obligation to let you overdraw your account. You promise not to use the Card to overdraw any of your accounts unless you have available overdraft privileges (or available margin as applicable). If you use the Card at a Terminal to overdraw your account and do not have available overdraft privileges (or available margin as applicable), you agree to pay us for the amount overdrawn and to pay our standard overdraft or insufficient funds charge in effect from

<sup>4</sup>For accounts opened in Iowa, this fee is subject to Iowa State Sales Tax of 5% which will be assessed at the time the fee is charged, unless exempt.

time to time. We may charge the amount overdrawn and the related charge to any account you have with us or with any of our affiliates. If we allow you to overdraw your account on any occasion, it does not obligate us to allow any overdrafts on any future occasions. We also may return unpaid checks drawn on and other items or debits presented against that account and, for each check or other item returned, you agree to pay our standard service charge in effect from time to time.

- 11. Fees.** Your use of the Card is subject to, and you agree to pay, the fees referenced or described in this Agreement and in related disclosures, and in our schedule of standard fees. We also have the right to charge a fee for replacing a Card. These fees are in addition to fees that relate to accounts accessible with the Card and are subject to change from time to time. You also agree to pay such charges as from time to time may be in effect with respect to Card transactions, including, without limitation, charges imposed by third parties in connection with the use of Shared Network ATM/POS Terminals. Please contact 800-295-VISA (8472) or visit one of our branches for current information about applicable fees.
- 12. Claims against Merchants.** Any claims concerning property or services purchased with the Card must be resolved by you directly with the merchant or seller who accepted the Card, and any claim or defense that you assert will not relieve you of your obligation to pay us the total amount of the transaction. If you have authorized a merchant to bill charges to your Card on a recurring basis, it is your responsibility to notify the merchant in the event your Card is replaced, your Card number or expiration date changes, or the applicable account from which payments are debited has been closed. However, if we issue a replacement Card to you, you authorize us, without obligation on our part, to provide information related to the replacement Card to the merchant in order to permit the merchant to bill recurring charges to the replacement Card, and you authorize us apply such recurring charges to the replacement Card until you notify us and the merchant that you have revoked authorization for charges to the Card.
- 13. Retaining the Card and Refusing Transfers.** The Card remains our property, and you may not transfer or assign it to anyone else. We reserve the right to refuse to make any transfers requested by you and to suspend or restrict the use of the Card, and we and/or any Terminal owner/operator may keep the Card at any time. For example, if we or any Terminal owner/operator suspects or has reason to believe that the Card has fallen into the hands of an unauthorized user, or is being used fraudulently or in breach of this Agreement, we or any Terminal owner/operator may keep the Card the next time it is used at a Terminal. Neither we nor any Terminal owner/operator, however, is obligated to keep the Card under any circumstances.
- 14. Cancellation of the Card.** We may cancel your use of the Card and PIN, or suspend your use thereof, or restrict or limit available transactions, at any time and for any reason. If we do cancel, you agree to return the Card to us immediately. The Card may not be used after we cancel it or it has expired. You may cancel the Card and PIN at any time by mailing the Card to the Regions Card Services at P.O. Box 413, Birmingham, AL 35201 or delivering the Card to one of our local offices.
- 15. Attorneys' Fees.** If we have to take steps to collect any amount you owe us as a result of an overdraft or otherwise, or to enforce any of our rights under this Agreement, you will pay reasonable collection and/or other costs incurred by us, including, without limitation, reasonable attorneys' fees. State law restrictions may apply.
- 16. No Right to Stop Payment.** You are not permitted to stop payment on any purchase you make through the use of the Card, subject to the provisions of applicable law.
- 17. Deposits after Account Closed.** We may accept deposits to any account after it is closed in order to pay outstanding and unpaid amounts incurred through the use of the Card. Acceptance of any deposit, however, does not reactivate the account or any cancelled or expired Card.
- 18. Account Rules and Regulations; Other Agreements.** You agree to be bound by operating rules and regulations imposed by any networks or clearinghouses in which we participate and/or which process transactions made with the Card. Such rules and regulations constitute a part of this Agreement. This Agreement constitutes the current, sole and entire agreement between you and

us with respect to the Card and the use thereof, and any and all prior agreements with respect to the Card are superseded by this Agreement. This Agreement supplements, but does not replace, other agreements, terms and conditions governing your accounts and/or any other services used by you in relation to your accounts. Such other agreements, terms and conditions remain in full force and effect, and we may apply the provisions thereof to your use of the Card and to transactions made with the Card, as the context may require; provided, however, that in the event of a conflict between the terms of this Agreement and those of any other such agreements, terms and conditions, the express terms of this Agreement shall control with respect to the use of the Card and transactions made with the Card. In the event your Card is subject to any rewards or cash-back program, or any other program that rewards you for the use of the Card, you acknowledge that such program is governed by separate terms and conditions that do not constitute a part of this Agreement (however, such terms and conditions may incorporate by reference provisions of this Agreement). You acknowledge and agree that we have no obligation whatsoever to participate in such programs or to make Cards issued by us subject to such programs, and we may discontinue the applicability of any such program at any time without notice to you. You further acknowledge and agree that neither our issuance of any Card nor anything in this Agreement makes us liable for any obligations under any such program, and you agree that the performance of your obligations and responsibilities under this Agreement is in no way conditioned upon or subject to the performance by any party of the terms and conditions of any such program.

- 19. Illegal Transactions.** You agree that you will not use the Card for any transaction that is illegal in the jurisdiction where you live, in the jurisdiction where the transaction is consummated, or in any other jurisdiction affected by the transaction. You agree that it is your responsibility to determine the legality of each transaction in all applicable jurisdictions before entering into such transaction. Display of the Visa® logo or any other logo by any person accepting the Card does not indicate that the transaction is legal in all applicable jurisdictions. You acknowledge and agree that we have no obligation to monitor, review or evaluate your Card transactions for legality and that we may presume that all of your Card transactions are legal in all applicable jurisdictions. However, we reserve the right to decline any transaction that we believe is an illegal transaction or a high-risk transaction in any applicable jurisdiction. To the fullest extent permitted by law, you further agree that we are not responsible for the recovery or reimbursement to you of any funds transferred in connection with any transaction authorized by you that is determined to be illegal.
- 20. Internet Gambling Transactions.** You agree that you will not use the Card in connection with any internet or online gambling transaction, whether or not gambling is legal in any applicable jurisdiction. We reserve the right to decline any transaction that we believe is an internet or online gambling transaction or a high-risk transaction.
- 21. Visa® Emergency Cash and Emergency Card Replacement Services.** We may provide personal data about you to Visa U.S.A., its members, or their respective contractors for the purpose of providing Visa® Emergency Cash and Emergency Card Replacement Services requested by you. You consent to the disclosure of such data to such parties.
- 22. LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT OR BY APPLICABLE LAW, TO THE FULLEST EXTENT PERMITTED BY LAW, YOU AGREE THAT IN NO EVENT WILL WE BE LIABLE TO YOU UNDER THIS AGREEMENT, OR IN PERFORMING OR FAILING TO PERFORM, OR IN ERRONEOUSLY PERFORMING, THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING (WITHOUT LIMITATION) LOST PROFITS OR ATTORNEYS' FEES, EVEN IF WE ARE ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY OTHER DAMAGES, LOSS, OR INJURY WHATSOEVER.
- 23. Amendments.** We have the right to change the terms of this Agreement (including the separate sections hereof) and/or the fees, charges, features, operational elements, and other terms and conditions applicable to the use of the Card or transactions made with the Card, at any time and from time to time in our discretion. We may notify you of changes by mailing a copy of the changes to your address that appears in our records or by providing you with notice pursuant to any other method to which you have agreed in connection with your account(s). Subject to any notice

requirements provided by applicable law, any changes to this Agreement will be effective on the date we mail or otherwise provide them to you or on the date we otherwise specify in a notice to you. You agree that a summary of any change in terms is sufficient notice. If you do not agree to any change or amendment relating to terms and conditions of this Agreement, you must discontinue your use of the Card and return the Card to us for cancellation. By using your Card after any such change or amendment, you agree to that change or amendment. Subject to any notice requirements provided by applicable law, you agree that we may from time to time in our discretion add to, modify, and/or delete administrative and operational features and elements applicable to the use of the Card and/or make any changes that are in your favor without notice to you. This Agreement may not be altered, modified or amended by you in any way without our express written agreement signed by our authorized officer. Any attempt by you to alter, modify or amend this Agreement without our express written agreement signed by our authorized officer shall be void and shall have no legal effect. You acknowledge and agree that no practice or course of dealing between you and us, nor any oral representations or communications by you and/or any of our agents, employees or representatives, which vary the terms and conditions of this Agreement shall constitute a modification or amendment of the terms and conditions of this Agreement.

- 24. Construction of Defined Terms; Headings.** As appropriate, the singular number shall include the plural and the plural shall include the singular. The headings used in this Agreement are for convenience only and shall not be held to limit or affect the terms of this Agreement.
- 25. Severability.** If any of the provisions of this Agreement are found to be invalid or unenforceable for any reason, it will not affect any of the other provisions of this Agreement and all the other provisions will remain in effect as if the invalid or unenforceable provisions had never been contained in this Agreement.
- 26. Assignment.** You may not assign or transfer your Card or this Agreement, or any of your rights therein or thereunder, without our prior written acknowledgement and consent, which may be granted or withheld in our absolute discretion. We may assign this Agreement and/or any or all of our rights thereunder, or delegate any or all of our responsibilities thereunder, to any third party or parties in our discretion and without notice to you, subject to the requirements of applicable law. Subject to the foregoing, this Agreement shall be binding on the parties hereto and their respective successors and assigns.
- 27. Waivers.** No delay or omission by us in exercising any rights or remedies under this Agreement or applicable law shall impair such right or remedy or be construed as a waiver of any such right or remedy. Any single or partial exercise of a right or remedy shall not preclude further exercise of that right or remedy or the exercise of any other right or remedy. No waiver shall be valid unless in writing and signed by us. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions. Where this Agreement or applicable law permits us to take action, or not to take action, in our discretion on any matter, any action, or inaction, on our part with respect to such matter shall not obligate us to repeat such action, or inaction, with respect to similar matters that may subsequently arise.
- 28. Governing Law.** This Agreement and all transactions under this Agreement will be governed by the law of the state in which the branch holding the primary deposit account associated with your Card is located (excluding conflict of laws principles) and by applicable federal laws and regulations.

#### **SPECIAL BUSINESS ACCOUNT PROVISIONS**

The following terms and provisions are applicable only to business accounts and to Cards used in connection therewith primarily for non-consumer, business purposes. Such terms and provisions do not apply to Cards used or accounts established primarily for personal, family, or household uses. In the event that the following terms and provisions conflict or are inconsistent with any of the other terms and provisions of this Agreement, the following terms and provisions shall govern and control the conflict or inconsistency with respect to business accounts and Cards used in connection therewith primarily for non-consumer, business purposes.

- 1. Mailings; Unauthorized Use.** You agree that we may send confidential mailings, including (without limitation) Cards and PINs, to the current address shown in our records for your primary checking account, whether or not that address includes a designation for delivery to the attention of any particular individual. You further agree that we will not be responsible or liable to you in any way in the event that such properly addressed information is intercepted by an unauthorized person, either in transit or at your place of business. In addition to any other security precautions set forth in this Agreement, you agree to keep your Card and PIN secure and strictly confidential, providing it only to authorized signers on your account(s) or other trusted employees, agents, and/or persons whom you want to act as your representative to access your account(s), and to instruct each person to whom you give your Card and/or PIN that he or she is not to disclose it to any unauthorized person. By using the Card (or permitting others to use the Card) you acknowledge and agree that this Agreement and any other related agreements with us set forth security procedures for electronic banking transactions that are commercially reasonable. You agree to be bound by any transactions performed using the Card, whether authorized or unauthorized, and we shall have no liability to you for any unauthorized transaction or inquiry made using your Card. Notwithstanding the foregoing, if your Card is a Visa® branded Card, we will extend to you the benefits provided by the applicable Visa® Zero Liability Policy in effect at the time of any unauthorized or fraudulent use of your Card. The Zero Liability Policy covers unauthorized and fraudulent Card transactions that are processed over the Visa® network. The Zero Liability Policy does not apply (i) to PIN transactions that are not processed over Visa® network, (ii) to ATM transactions, (iii) to any Card transactions made by you or any other owner of your business, made by any person authorized to use the Card (whether or not that person exceeds his or her authority), or made by any other person with an interest in or authority to transact business on your account, or (iv) in the event you fail to report unauthorized or fraudulent transactions within sixty (60) calendar days after the mailing date of the first statement that shows unauthorized or fraudulent transactions. We may require you to provide written confirmation of unauthorized or fraudulent transactions before making any provisional credit to your account pursuant to the Zero Liability Policy. We may not extend the benefits of the Zero Liability Policy to you if we reasonably determine that the unauthorized or fraudulent transaction was caused by gross negligence or fraudulent conduct on your part. Gross negligence may include, but is not limited to, an unreasonable delay on your part, in our judgment, in the reporting of the transaction (whether or not reported within 60 days after the mailing of any statement), or your failure to fulfill your obligations under this Agreement. In the event the Zero Liability Policy is not applicable, other provisions of this section regarding fraudulent or unauthorized use of the Card will apply.
- 2. Examining Records and Reporting Discrepancies.** You agree to examine your periodic account statements and Terminal receipts promptly and to notify us immediately of any discrepancy between the statements or receipts and your other account records. You may notify us of discrepancies at the telephone number and address provided in this Agreement.
- 3. Consumer Protection Inapplicable.** You acknowledge, represent and warrant that all accounts that can be accessed under this Agreement are not accounts established primarily for personal, family or household purposes and that your use of the Card is not primarily for personal, family or household purposes. Accordingly, the provisions of the Electronic Fund Transfer Act, as amended (15 U.S.C. 1693 et seq.), Federal Reserve Regulation E, as amended (12 C.F.R. 205), and any other laws or regulations intended for the protection of or governance of transactions involving consumers or consumer accounts do not apply to any transactions involving accounts subject to this Agreement.
- 4. Limitations and Restrictions; Disclosure of Account Information.** You agree that we, in our discretion, may from time to time impose limitations and restrictions on the number, frequency, and dollar amount of Card transactions, as well as restrictions on the types of available transactions, with or without notice to you. In addition, you agree to comply with any limitations or restrictions that otherwise apply to your account(s). You agree that we may disclose any information about your Card and/or account(s) to third parties as we deem necessary or convenient for the processing of Card transactions.

## ELECTRONIC FUND TRANSFER DISCLOSURE TO CONSUMERS

(THE FOLLOWING DISCLOSURES ARE NOT APPLICABLE TO CARDS OR ACCOUNTS NOT USED OR ESTABLISHED PRIMARILY FOR PERSONAL, FAMILY, OR HOUSEHOLD USE)

Certain types of transactions that are handled completely or partially by electronics are subject to the Electronic Fund Transfer Act (EFT Act). These include transactions made with the Card through automated teller machines and point-of-sale terminals. Your rights, protection, and liabilities as a consumer are outlined in the following disclosure in accordance with the EFT Act. Our obligations and liabilities are also summarized for you. Please read and become familiar with all parts of this disclosure. Be sure to retain the telephone numbers and addresses provided in this Agreement that you may need in order to limit your liability and to resolve problems that you may have concerning electronic transfers. This disclosure supplements other electronic fund transfer disclosures that you may receive in connection with other electronic fund transfer services affecting your accounts.

### 1. Types of Available Transfers and Limits on Transfers

(a) Account Access with the Card. You may use the Card to:

- Withdraw cash from your checking, transaction, savings or other accounts that are accessible with the Card.
- Make deposits to your checking account, other transaction accounts or savings accounts that are accessible with the Card at Regions ATMs that have deposit functionality.
- Make payments to eligible loan accounts with us at Regions ATMs that have payment receipt functionality.
- Transfer funds between accounts that are accessible with the Card.
- Transfer funds from accounts accessible with the Card to third parties as payment for goods or services purchased.
- Perform balance and transaction inquiries on certain accounts accessible with the Card.

These transactions and services are described in more detail in other parts of this Agreement. Some transactions and services described in this Agreement may not be available at all Terminals or on all electronic funds transfer networks, and some merchants may not accept the Card for all transactions and services.

(b) Limitations on Dollar Amounts and Frequency of Transfers.

- (i) ATM Transactions. You may use the Card and/or PIN to withdraw cash from ATMs that accept the Card up to the "Daily ATM Withdrawal Limit" printed on the card mailer that you received with your Card.
- (ii) Other Transactions. You may use your Card and/or PIN for purchases at merchants that accept the Card and for in-person cash withdrawals at financial institutions that accept the Card up to the "Daily Purchase Limit at Merchants" printed on the card mailer that you received with your Card.
- (iii) Savings and Money Market Accounts. You are not permitted in any statement cycle or calendar month, whichever period is shorter, to make more than six transfers or withdrawals from a savings or money market account to another account you have with us or to a third party by means of preauthorized or automatic transfers, or by means of telephonic (including data transmission) agreement, order or instruction, or by means of personal computer (including online banking and bill payment services). No more than three of such six transfers may be made by draft, check, Card, or similar order to a third party (to the extent permitted by the account).
- (iv) Other Limitations. For security reasons, we may from time to time impose other limits or restrictions on the number and dollar amount or types of transfers or transactions that you can make using your Card and/or PIN. Also, there may be additional limitations described elsewhere in this Agreement, and your ability to initiate transactions may be limited by the terms of other agreements you have with us or as described in other disclosures we have made to you, or by applicable law. You agree to abide by and be bound by all applicable limitations.

## 2. Right to Receive Documentation of Transfers.

- (a) Terminal Transfers. You can get a receipt at the time you make any transfer to or from your account using Regions ATMs or any other Terminal.
- (b) Periodic Statements. You will get a monthly account statement unless there are no transfers in a particular month. In any case, you will get the statement at least quarterly.

## 3. Disclosures of Charges for Transfers or Right to Make Transfers.

There will be no charge for electronic funds transfers completed with the Card at Regions ATMs. However, we may impose charges and fees for certain other services and transactions at Regions ATMs (e.g., we may charge a fee for providing a Mini Statement on your account). We also may impose fees and charges for Card transactions (including, without limitation, withdrawals, transfers and balance inquiries) at Shared Network ATM/POS Terminals. Applicable charges are disclosed in our fee schedules and in disclosures that have been provided to you in connection with your account. Fees are subject to change. Please contact 800-295-VISA (8472) or visit one of our branches for current information about applicable fees. Any charges associated with the use of the Card are in addition to all service charges and fees applicable to and contained from time to time in our disclosures related to your account and/or other services related to your account. When you use an ATM or other Terminal not owned by us (e.g., a Shared Network ATM or POS Terminal), you may be charged a fee by the owner/operator of such Terminal (or by any network used in the transaction), and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer. Such third party fees generally are not disclosed in disclosures that we provide or make available to you.

## 4. Your Liability for Unauthorized Transfers; Advisability of Prompt Reporting.

An unauthorized transfer means a transfer from your account that is initiated by another person without your authority to initiate the transfer and from which you receive no benefit. The term does not include any transfer that is initiated by a person who was furnished with the Card or your PIN by you, unless you have notified us that transfers by that person are no longer authorized and we have had reasonable opportunity to act on that notification.

- (a) Tell us AT ONCE if you believe your Card or PIN has been lost or stolen. Telephoning us at the number provided in this Agreement is the best way of keeping your possible losses down. You could lose all your money in your account (plus your maximum overdraft or margin line of credit). If you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50.00 if someone used your Card or PIN without your permission.
- (b) If you do NOT tell us within two (2) business days after you learn of the loss or theft of your Card or PIN, and we can prove we could have stopped someone from using your Card or PIN without your permission if you had told us, you could lose as much as \$500.00.
- (c) Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time.
- (d) If we determine that extenuating circumstances kept you from telling us, we may extend the time periods.
- (e) Notwithstanding subsections (a), (b), (c), and (d) above, if your Card is a Visa® branded Card, we will extend to you the benefits provided by the applicable Visa® Zero Liability Policy in effect at the time of any unauthorized or fraudulent use of your Card. The Zero Liability Policy covers unauthorized and fraudulent Card transactions that are processed over the Visa® network. The Zero Liability Policy does not apply to PIN transactions that are not processed over the Visa® network or to ATM transactions. We may not extend the benefits of the Zero Liability Policy to you if we reasonably determine that the unauthorized or fraudulent transaction was caused by gross negligence or fraudulent conduct on your part. Gross negligence may include, but is not limited to, an unreasonable delay on your part, in our judgment, in the reporting of the transaction, or your failure to fulfill your obligations under this Agreement. In the event the Zero Liability Policy is not applicable, subsections (a), (b), (c), and (d), above, will apply.

- 5. Our Liability for Failure to Make Transfers.** If we do not properly 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:
- (a) If, through no fault of ours, your account does not contain enough money to make the transfer.
  - (b) If the transfer would go over any existing credit limit on your overdraft line, other credit account, or margin as applicable.
  - (c) If your funds are being held or frozen or are subject to legal process.
  - (d) If the Terminal where you are making the transfer does not have enough cash.
  - (e) If the Terminal (or system) was not working properly and you knew about the breakdown when you started the transfer.
  - (f) If circumstances beyond our control (such as telecommunication or electrical outages and malfunctions, postal strikes or delays, computer system failures or natural disasters) prevent the transfer, despite reasonable precautions that we have taken.
  - (g) If you have exceeded the limitations on frequency of transfers or dollar amount of transfers.
  - (h) If your Card or PIN has been reported lost or stolen, or if we suspect that the Card or PIN is being used fraudulently or in breach of the terms of this Agreement, or if your Card has been damaged.
  - (i) If we do not receive the necessary transfer data from a third party, or if such data is incomplete or erroneous when received by us.
  - (j) If making the transfer would cause us to violate any law, rule or regulation to which we are subject.
  - (k) If any failure on our part was not intentional and resulted from a bona fide error, notwithstanding procedures to avoid such error, except for actual damages (which do not include indirect, incidental, special or consequential damages).

There may be other exceptions to liability stated in our account agreement or other agreements with you or otherwise provided by applicable law.

- 6. Disclosure of Account Information to Third Parties.** We will disclose information to third parties about your account or the transfers you make:
- (a) Where it is necessary for completing transfers, or
  - (b) In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or
  - (c) In order to comply with government agency or court orders, or
  - (d) If you give us your written permission, or
  - (e) Otherwise in accordance with our privacy notice or as described in this Agreement. You may obtain a copy of our privacy notice at any time by visiting any of our branches or by visiting our website.
- 7. What Constitutes a Business Day.** For purposes of these disclosures, our business days are Monday through Friday. Holidays and days on which we may be closed due to emergency conditions are not included.
- 8. Preauthorized Payments.**
- (a) **Right to Stop Payment and Procedures for Doing So.** If you have arranged in advance to make regular payments out of your account, you can stop any of these payments. Here's how: Call us at the number shown below or write us at the address shown below in time for us to receive your request three (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 fourteen (14) days after you call.

- (b) Notice of Varying Amounts. If these regular payments may vary in amount, the person you are going to pay will tell you, ten (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 will differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.
- (c) Liability for Failure to Stop Payments of Preauthorized Transfer. If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we may be liable for your losses or damages.

**9. In Case of Billing Errors or Questions about Your Electronic Transfers.** You may call us at the telephone number provided in this Agreement or at the number shown on the statement of your account or you may write us at the address provided in this Agreement 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 sixty (60) days after we sent you the FIRST statement on which the problem or error appeared.

- (a) Tell us your name and account number.
- (b) 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.
- (c) 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 ten (10) business days.

We will determine whether an error occurred within ten (10) business days [twenty (20) business days for transactions that have occurred within 30 days after the first deposit to the account] after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days [ninety (90) days for point-of-sale transactions, transactions initiated outside the United States, or transactions that have occurred within 30 days after the first deposit to the account] to investigate your complaint or question. If it is necessary to take this additional time, and your written notification has been received by us, we will credit your account within ten (10) business days [twenty (20) business days for transactions that have occurred within 30 days after the first deposit to the account] 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 ten (10) business days [twenty (20) business days for transactions that have occurred within 30 days after the first deposit to the account], we will not credit your account and we will still have up to forty-five (45) days [ninety (90) days for point-of-sale transactions, transactions initiated outside the United States, or transactions that have occurred within 30 days after the first deposit to the account] for our investigation. We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

#### **Lost or Stolen Cards, Unauthorized Transactions, Errors or Questions**

If you believe your Card has been lost or stolen, your PIN has been discovered, or that someone has transferred or may transfer money from your account without permission, or that a transaction is in error, or in the event you need to contact us pursuant to any of the provisions of this Agreement, you should call us or write to us as follows:

Call toll free 800-295-VISA (8472)

or write:

Regions Card Services  
P.O. Box 413  
Birmingham, AL 35201

## Safe Deposit Box Lease Agreement

This Safe Deposit Box Lease Agreement ("Lease") by and between the Lessee(s) (hereinafter referred to as "You" both individually and collectively) and Regions Bank ("Bank") is made on the date accepted by the Bank as set forth below.

### RECITAL

1. You desire to lease a safe deposit box (the "Box") from the Bank in accordance with the terms and conditions of this Lease and
2. The Bank is willing to lease a Box to You, but solely on the terms and conditions of this Lease and any rules and regulations of the Bank from time to time in effect.

In consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, You and the Bank hereby agree as follows:

### References to Gender and Singular or Multiple Lessees.

- (A) All personal pronouns used in this Lease, whether used in the masculine, feminine or neuter gender, shall include all other genders where the context so requires.
- (B) The use of the singular form shall include the plural and the use of the plural shall include the singular where the context so requires.
- (C) The use of the word "You" shall include both "Lessee" and "Co-Lessee," if applicable.

### Co-Lessees.

In case this lease is made with two or more Co-Lessees, each of You shall be bound by all the terms and provisions of this lease and each of You shall have access to the Box alone without further authority from the others, and each of You may, at any time, remove any and all of the contents from the Box and surrender the Box without the presence of the others. These rights shall apply even if one or more of You are living, insolvent, mentally incapacitated or dead. Co-Lessees shall also have the power, by a validly executed power of attorney, to appoint any third person or persons to have access to the Box.

### Relationship of the Parties and Access to Box.

- (A) The relationship of You and the Bank under this Lease is that of landlord and tenant, respectively, and under no circumstances, except after removal of the contents of the Box as provided in the subsection (F) of this section shall the Bank be considered as bailee, or otherwise in possession or control of the contents of the Box. The Bank is not an insurer of the contents of the Box. The obligation of the Bank hereunder is expressly limited to the exercise of ordinary care and diligence to prevent the opening of the Box by any unauthorized person.
- (B) You agree that You shall not use the Box for storage of (i) firearms, whether or not You have the legal authority to own, carry or otherwise possess the firearms, (ii) explosives; (iii) any other weapons not specifically identified herein or (iv) any contraband which You are prohibited, under applicable law, from possessing, storing or otherwise controlling.
- (C) You may gain access to the box only on days when the Bank is open for business, during such hours as may be fixed by the Bank. The Bank may close the safe deposit vault at any time it may deem such closing to be prudent or necessary.
- (D) You must not leave the Box unlocked at any time. Any property left in a booth or room provided by the Bank for the opening of boxes or elsewhere, outside of the Box, shall be solely at Your risk. You agree to notify the Bank promptly if a key is lost, and to pay the Bank all expenses incurred by the Bank on account of the loss of such key. The Bank shall not be liable for the loss or damage caused by the loss of such key.
- (E) If by any judgment, order, decree or process issued by any court, You are restrained or enjoined in any way from entering the Box, removing the contents thereof, or otherwise changing the status of the Box or its contents, or if such contents or any part thereof are levied upon, the Bank may comply with any such process and may refuse You access to the Box without liability. The Box may be opened upon any order or warrant of Court directed to the Bank requiring the same to be opened without notice to You, and the contents of the Box may be disposed of in

accordance with such warrant or Court order and the Bank shall not be liable for any loss or damage occasioned thereby. The Bank shall be under no duty to determine the validity of any such judgment, order, decree, warrant, or other legal process.

- (F) In the event of the termination of this Lease for non-payment of rent as provided in the section entitled "Payment of Rent" or if the Lease is terminated at the discretion of the Bank as provided in the section entitled "Term of the Lease and Nonassignability," the Bank shall, after mailing notice of its intended action to Your address as registered on its books, or after direct service of such notice, and if You fail to surrender the Box and return the keys thereto, have the right, in accordance with applicable law, to forcibly open Your Box in the presence of two employees of the Bank and any other witness, as required by applicable law, to remove the contents therefrom, and to hold and retain the contents under the liability of an ordinary storage warehouseman only, if allowed by applicable law. To the maximum extent permitted by law, the Bank shall have a lien against the contents of the Box for payment of all overdue or unpaid rent and for expenses incurred in opening the Box and changing its lock and keys, and also for the storage of the contents after their removal from the Box. If contents remain unclaimed for the period required by applicable law after the opening of the Box, the Bank may dispose of, in accordance with applicable law, the said contents which, if allowable under applicable law, may include selling, transferring, signing and delivering the whole or any part of said contents, either at public or private sale at the Bank's option, at any time or times with or without advertising said sale, or demand upon or notice to You all of which You hereby waive, and the Bank may become a purchaser at such sale or sales. After deducting all charges and costs of such sale, the residue of the proceeds shall be applied to all charges due and owing the Bank, and the balance, if any, shall be paid to You upon demand. Any unclaimed contents not sold shall be held by the Bank until such contents are deemed abandoned under applicable laws. The Bank shall handle abandoned contents in compliance with applicable laws. Any contents not accepted from the Bank by the appropriate authority pursuant to applicable abandoned property laws may be discarded by the Bank without notice to You. For purposes of this paragraph, all contents of the Box shall be construed as being Your sole property. The Bank shall have the right to forcibly open the Box in emergency circumstances without prior written notice to You.

- (G) I hereby affirm that I have received two keys to this box.

**Term of Lease and Nonassignability.**

You may not assign this Lease, nor sublet the Box, or any part of it. This Lease shall run for one year from the date hereof, and it shall be deemed to be renewed at the Bank's then current rental rate applicable to like boxes and subject to all other terms and conditions hereof, for one year from the expiration of the term first above specified, and similarly thereafter from year to year unless, at least 10 days prior to the expiration of the term of this Lease, or any renewal thereof, You give to the Bank written notice of the termination of this lease, in which event, You must surrender the Box and the keys thereto to the Bank before the expiration of said 10-day period.

**Payment of Rent.**

- (A) All rents are payable yearly in advance. Should the rent remain unpaid after the commencement of any term, the Bank shall have the right to do any or all of the following: to charge You a late fee, to terminate this lease, to setoff without notice to You the amount due for rent against any funds You have on deposit with the Bank or take such action as allowed by applicable law.
- (B) The Bank reserves the right to terminate this Lease at any time, and without cause, upon written notice mailed or delivered to You or in Your absence, to Your personal representative. Your right to use the Box shall terminate upon the mailing or direct delivery of such notice by the Bank. In such case, upon surrender of the keys to the Box and the removal of its contents by You, a pro rata proportion of the rental received, based on the unexpired term of the Lease, will be refunded. No portion of the rental received shall be refunded if You terminate the Lease.

**PLEASE READ CAREFULLY:**

**Arbitration and Waiver of Jury Trial.** All unresolvable disputes or claims pertaining to Your Box and this Lease or the relationships that arise therefrom, whether based in contract, tort, or otherwise, shall be resolved by binding arbitration under the expedited procedures of the Commercial Financial

Disputes Arbitration Rules of the American Arbitration Association (AAA) and Federal Arbitration Act in Title 9 of the US Code. Arbitration hearings will be held in the city where your Box is located or where mutually agreed to. A single arbitrator will be appointed by the AAA and will be an attorney or retired judge with experience and knowledge in banking. Any issue concerning whether or the extent to which a dispute or claim is subject to arbitration, including but not limited to, issues relating to the validity or enforceability of these arbitration provisions, shall be determined by the arbitrator. All statutes of limitations or other defenses relating to the timeliness of the assertion of a dispute or claim that otherwise would be applicable to an action brought in a court of law shall be applicable in any such arbitration, and the commencement of an arbitration under this Lease shall be deemed the commencement of an action for such purposes. No provision of this paragraph shall restrict the ability of any person to exercise all rights and remedies, including without limitation self-help remedies available under applicable law or this Lease; provided, however that the exercise of those rights or remedies is subject to the right of any other person to demand arbitration as provided herein. The commencement of legal action by a person entitled to demand arbitration does not waive the right of that person to demand arbitration with respect to any counterclaim or other claim. No person entitled to demand arbitration hereunder shall be permitted to assert a dispute or claim that is on behalf of any other person. Similarly, an arbitration proceeding under this Lease may not be consolidated with other arbitrations proceedings. Judgment upon the award rendered in arbitration shall be final and may be entered in any court, state or federal having jurisdiction. **IF A DISPUTE OR CLAIM IS NOT SUBJECT TO ARBITRATION FOR ANY REASON, THEN THE DISPUTE OR CLAIM SHALL BE DECIDED IN A COURT OF COMPETENT JURISDICTION WITHOUT A JURY. YOU AND THE BANK IRREVOCABLY WAIVE ALL RIGHTS TO TRIAL BY JURY.**

#### Powers of Attorney.

(A) The Bank may accept validly executed Powers of Attorney by You or, in the case of co-lessees, by any or all of You. A duly appointed attorney-in-fact may be given the same access as You. No person other than You or Your legal representative in the event of Your death, insolvency, or incapacity, shall have access to the Box, except as hereinafter expressly provided.

The Bank may treat any Power of Attorney as valid and continuing until notified in writing of its revocation, or until the Bank has actual notice of Your death or incapacity, if applicable. Other co-lessees, if applicable, shall continue to have access to the Box regardless of Your death, insolvency or incapacity. Such Power of Attorney may be revoked by written instrument executed and delivered to the Bank by You or by the death of any one of You. The Bank reserves the right to refuse to accept or recognize the appointment of any attorney in fact.

(B) The Bank shall have no duty to supervise the actions of any attorney-in-fact.

(C) You shall assume all risk and liability for the appointment of an attorney-in-fact.

#### Risk of Loss.

Except as provided in the paragraph titled "Relationship of Parties" of this Lease, You expressly agree that the use of the Box shall be at Your sole risk, and You hereby assume any and all risks incidental to or arising out of the use thereof. In no event, and to the maximum extent allowed by applicable law, the Bank shall not be liable for any loss of jewelry, diamonds, gold, bank notes, bonds, notes or other valuables by theft, robbery, fire or other cause, the Bank not being an insurer of the safety of the property, nor in any manner liable therefore. The Bank is not required to take any note of property thus deposited, as the person who rents a Box is, for the term of the Lease the owner. In performing its duties hereunder, the Bank shall not be liable to any party for damages, losses, or expenses, except for gross negligence, willful misconduct nor under any circumstances for consequential, special, punitive, or indirect losses or damages in connection with this Lease, even if the Bank knew or should have known of the possibility of such losses or damages. The Bank shall not incur any liability for any action or omission taken in good faith upon the advice of the Bank's attorneys or in reliance on any instrument, including any power of attorney, testamentary letters, court orders, documentation, identification or written instructions provided to the Bank, not only as to its due execution and the validity and effectiveness of its provisions but also as to the truth and accuracy of any information contained therein which the Bank in good faith, believed to be genuine, to have been signed or presented by a proper person or persons.

**Notice.**

Your address given on this Lease shall be conclusively presumed to be your address for the mailing or giving of any notice hereunder until the Bank receives written notice of a change in address.

**Representations and Warranties.**

In the case of corporate lessees, You represent and warrant that You are duly authorized and empowered to make and enter into this Lease and You will furnish the Bank with a certified copy of resolutions duly adopted.

**Indemnity.**

You shall indemnify and hold harmless the Bank against and from all liabilities, obligations, damages, penalties, claims, costs and expenses, including reasonable attorneys' fees, paid, suffered or incurred by the Bank as a result of, or pertaining or relating to, (i) Your use of the Box in accordance with this Lease, (ii) any unauthorized use of any keys delivered to You, (iii) the acts of Your agent or attorney-in-fact; or (iv) any breach by You of a provision of this Lease.

**Miscellaneous.**

- (A) If any question arises with reference to the Box or its contents that is not covered by the provisions of this Lease, or with reference to the construction of this Lease or its application to any situation, the Bank reserves the right to defer its action or decision thereon until it has had time to obtain legal advice, and the Bank shall not be liable for any reasonable delay thereby incurred. If the Bank has a reasonable doubt as to the authority of any person to have access to the Box, it may refuse access until it has a reasonable opportunity to determine the authority of such person. If the Bank relocates its place of business, it reserves the right to move the Box to its new business premises. The Bank may permit or grant access to the Box in keeping with the Bank's established policy and applicable law to search for the will of a deceased lessee. Upon any such entry into the Box of a deceased lessee for the purpose of searching for a will, such entry and examination shall be witnessed in accordance with the Bank policy and applicable law.
- (B) This Lease shall be interpreted under and governed by the internal laws of the state in which the Box is located.
- (C) No amendment or modification of this Lease shall be enforceable unless in writing signed by the Bank. The Bank reserves the right to modify or change the terms of this Lease upon written notice to You. All changes shall be effective upon next renewal of the Lease. Your continued use of the Box shall constitute your consent to such modification or change in the terms.
- (D) You hereby acknowledge receipt of a duplicate original or copy of this Lease. This Lease, when accepted by the Bank as provided below, shall constitute the entire contract between the parties.
- (E) If You have a deposit account with the Bank, this Lease supplements, but does not displace, the Regions Customer Agreement provided that the provisions of this Lease shall control if there is a conflict between this Lease and the Regions Customer Agreement with respect to the subject matter hereof.
- (F) The invalidity or unenforceability of any one or more of the provisions of this Lease shall not affect the validity or enforceability of the remaining provisions.

**\*Either You (or any of you) or we (Bank) can terminate the lease for any other reason by 30 days advance written notice.**

**CUSTOMER IDENTIFICATION PROGRAM****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 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.

## THE REGIONS PRIVACY PLEDGE TO CONSUMERS

Confidence is knowing that you have a financial partner that respects and protects the privacy of your personal financial information. At Regions, we are committed to keeping your trust and confidence, therefore we set a high standard on quality service, and we deliver on this standard each and every day – because it's the right thing to do.

The Regions Privacy Pledge is our way of communicating the kind of information we collect, how we use it, and the standards and procedures in place to safeguard your personal financial information.

The Regions family of companies is committed to helping you realize your dreams by anticipating, understanding and meeting your financial needs. As we work together to provide the broad array of financial products and services you want and need, we pledge to protect the personal information you have entrusted to us. *You can be confident that Regions will not sell or share customer information or customer lists to outside marketers or with any non-affiliated person, company, or organization except in legally permitted circumstances.*

### INFORMATION WE COLLECT

The information we collect is limited to what we believe is necessary or useful to conduct our business; to administer your records, accounts and funds; to comply with laws and regulations; to help us design or improve products and services; and to understand your financial needs so that we can provide you with quality products and superior service.

**We collect this information from the following sources:**

- Information we receive from you on applications or other forms, such as your assets, income and other debt.
- Information about your transactions and experiences with us, our affiliates or others, such as your account balance, payment history, parties to transactions and credit card usage.
- Information we receive from a consumer report, such as information regarding your creditworthiness or credit history.
- Information we receive through our online services, such as information relating to Web site navigation, customer contact and optional surveys.
- Information we receive from public records and market research, such as demographic information.
- Information we obtain from outside sources relating to their employment, credit or other relationships with you, such as a verification of employment history, loan or credit card balance or insurance coverage.
- Information we have obtained at your request, such as aggregated information from multiple financial service providers.

### INFORMATION WE SHARE

We do not share information about our customers or former customers, except as described in the Regions Privacy Pledge.

#### Sharing Among Our Affiliated Companies

In the course of our business, we may share some or all of the information described above among our affiliates. We may share information with affiliates providing financial and related services, such as our securities broker-dealers, our insurance companies and agencies, our banks and our mortgage companies. We may also share with our affiliates providing non-financial services, such as our operations and servicing companies. This gives us a more complete knowledge of your total relationship with us and helps us meet your financial needs.

You may direct us not to share information that is assembled or used to determine your eligibility for a product or service, such as that shown on consumer credit reports and asset and income information from applications. Beginning October 1, 2008, you may direct us not to share information about our transactions and experiences with you (such as your account balances and payment history) for the purpose of marketing products or services.

If you prefer that we not share this other information among our affiliates, you may choose to opt out (or ask us not to share within the Regions family of companies). To opt out, simply notify us by calling 1-800-240-2948. Regions customers can also opt out by writing to us at: Regions Bank, Privacy Officer, P.O. Box 10944, Birmingham, AL 35202. Your opt-out request will become effective as soon as reasonably practicable after we receive it.

We will mail the Regions Privacy Pledge annually to the address to which we send your product or account information. If there are multiple owners of a product or account, we will treat an opt-out request by one of the owners as applying to that owner only, unless that person requests on behalf of other owners that their information not be disclosed.

You only need to notify us once if you choose to limit the information shared among our affiliates. If you have notified us in the past, there is no need to do so again. We will continue to honor your request, subject to modifications by you and other exceptions described in the Regions Privacy Pledge.

We do not share medical or health information among our family of companies except to process transactions or to provide services you have requested or initiated.

#### **Sharing With Companies That Work With Us**

In order to conduct company business, and to offer products or services that may complement your relationship with us, we may share some or all of the information we collect, as described above, with the following companies (including our affiliates):

- Companies that perform services for us or on our behalf, such as vendors we hire to prepare account statements or to provide support for one or more of our products and services.
- Companies that perform marketing services on our behalf or other financial institutions with which we have joint marketing agreements, such as insurance companies and credit card issuers.

These companies act on our behalf, and are contractually obligated to keep the information we provide them confidential and to use the information only for the purposes authorized.

#### **Sharing In Other Situations**

We may share some or all of the information we collect, as described above, as otherwise authorized or required under applicable law. This includes, for example, disclosures to credit reporting agencies; disclosures to process and service your requested or authorized transactions; disclosures in connection with recording deeds of trust, mortgages and other security instruments in public records; disclosures in connection with subpoenas or other legal processes; disclosures as part of fraud investigations; disclosures in connection with audits and examinations; disclosures in connection with the sale of accounts to another financial institution; and disclosures pursuant to your authorization or consent.

#### **PROTECTING INFORMATION ABOUT YOU**

We authorize access to information about you for only those employees who need to know that information as part of their job responsibilities. We also educate our employees about the importance of confidentiality and customer privacy through standard operating procedures, special training programs, and our Code of Conduct. We take appropriate disciplinary measures to enforce employee privacy responsibilities.

Regions also maintains strict information security procedures, including physical, electronic and procedural safeguards, to protect the confidentiality of your information. We will continue to test and update our technology to improve the protection of your information.

We understand your concerns about recent occurrences such as identity theft, and we employ standard identification procedures designed to deter these situations. To protect yourself from fraud and identity theft, the first step is monitoring your credit and checking for accuracy. The law entitles you to receive one free credit file disclosure every 12 months from each of the national consumer credit reporting companies.

Monitoring your credit for accuracy is an important step to take in protecting yourself from fraud and identity theft.

Regions does not contact customers via e-mail to verify or request security information. If you receive such a fraudulent e-mail, please do not respond; instead forward it to [phishing@regions.com](mailto:phishing@regions.com). If you believe your account information may have been compromised, please contact us immediately at 1-800-REGIONS (1-800-734-4667). For more information about guarding your account and personal information, please visit our Web site at [www.regions.com](http://www.regions.com).

### **PROTECTING INFORMATION ABOUT FORMER CUSTOMERS**

The Regions Privacy Pledge regarding the collection, use and disclosure of information about former customers is the same as our pledge to current customers.

### **OTHER HELPFUL PRIVACY INFORMATION**

#### **We Want To Maintain Accurate Customer Information**

We have established procedures to keep your information current and complete. These procedures include responding to requests to correct inaccurate information in a timely manner. If you believe our customer records contain incorrect information about you, call or write to us at the telephone number or address listed on your account statement, bank records or other documentation, or visit our Web site at [www.regions.com](http://www.regions.com) to send us a secure e-mail.

#### **We Protect Online Information**

To learn more about online security, visit our Web site at [www.regions.com](http://www.regions.com) and refer to our Online Privacy Guidelines.

#### **You Can Limit Pre-Approved Credit Solicitations**

To request that your name be removed from pre-approved credit solicitations developed through credit reporting agencies, you can call 1-888-567-8688 or write to the agencies listed below. Include your name, address and Social Security number.

Experian

Consumer Opt-Out

901 West Bond

Lincoln, NE 68521

Equifax, Inc.

Options

P.O. Box 740123

Atlanta, GA 30374-0123

TransUnion LLC

Name Removal Option

P.O. Box 97328

Jackson, MS 39288-7328

### **QUESTIONS ABOUT THE REGIONS PRIVACY PLEDGE**

If you have questions about the Regions Privacy Pledge or about the privacy of your information, please call us at 1-800-394-0543 between 7 a.m. and 7 p.m. CT, Monday through Friday and from 7 a.m. to 2 p.m. CT on Saturday, or visit our Web site at [www.regions.com](http://www.regions.com) to send us a secure e-mail.

### **KEEPING UP TO DATE WITH THE REGIONS PRIVACY PLEDGE**

The Regions Privacy Pledge is subject to change. You can always review the current Regions Privacy Pledge on our Web site at [www.regions.com](http://www.regions.com), or visit any of our offices to obtain a copy. We will notify you annually about the Regions Privacy Pledge as long as you maintain an ongoing relationship with us.

### **MISCELLANEOUS INFORMATION**

The Regions Privacy Pledge applies to individuals who obtain or have obtained from us a financial product or service that is used primarily for personal, family or household purposes. The laws of some states may impose separate or additional requirements before particular types of information about customers in those states can be disclosed. This Regions Privacy Pledge is provided in compliance with applicable law and replaces all prior notices, statements or agreements with respect to the same subject matter.

## SPECIAL PRIVACY NOTICE FOR CALIFORNIA AND VERMONT RESIDENTS

California and Vermont law place additional limits on disclosing information about California and Vermont residents so long as they remain residents of those states.

In accordance with California law, we will not disclose information we collect about California residents to unaffiliated companies, except as permitted by law, which includes disclosures with the consent of the California resident and disclosures to service the resident's accounts with us, as well as other lawful disclosures.

In accordance with Vermont law, we will not disclose information we collect about Vermont residents to unaffiliated companies and will not disclose application and third party credit-related information about Vermont residents to our affiliated companies except as follows: as permitted by law; to companies that perform marketing or other services on our behalf; name, contact and transaction and experience information to other financial institutions with which we have joint marketing agreements; or with the authorization or consent of the Vermont resident.

## COMPANIES THAT MAKE THE REGIONS PRIVACY PLEDGE

The Regions Privacy Pledge is made and issued by the following Regions companies that furnish consumer financial products and services: Regions Bank and other companies with the Regions name, Morgan Keegan & Company, Inc. and other companies with the Morgan Keegan name, Athletic Resource Management, Inc., Morgan Asset Management, Inc., ICT Insurance Agency, Inc., and Crockett Adjustment, Inc. Some of our affiliates may issue separate privacy notices.

### ¿Habla usted español?

Para solicitar una copia en texto de esta guía en español, favor de llamarnos a 1-800-REGIONS (1-800-734-4667) o visite nuestra página en la internet [www.regions.com/espanol](http://www.regions.com/espanol).

**A large print version of this Privacy Pledge is available by calling 1-800-REGIONS (1-800-734-4667) or by visiting any Regions Bank office.**

[WWW.REGIONS.COM](http://WWW.REGIONS.COM)

Revised 2008

## Personal Checking, Money Market, Savings & IRA Accounts

### Pricing Schedule

(Effective April 24, 2009)

#### REGIONS CHECKING

With any Regions checking account, you get extra services to make banking easier and more convenient. Stop by a branch, go to [regions.com](http://regions.com) or call 1-800-REGIONS for more details.

<b>FEATURES – ALL CHECKING ACCOUNTS</b>	<ul style="list-style-type: none"> <li>• Regions CheckCard</li> <li>• Unlimited Checkwriting</li> <li>• Regions Online Banking with Bill Payment</li> <li>• Discount on Safe Deposit Box rental (subject to availability)</li> <li>• Free Online Banking Statements</li> <li>• First year annual fee waived on a home equity line of credit</li> <li>• Banking with Quicken®</li> <li>• Banking with Microsoft® Money</li> <li>• Installment loan discount with auto debit</li> </ul>	
	<b>PREFERRED PLUS BANKING/ 50+ PREFERRED PLUS BANKING/ REGIONS BUSINESS PREFERRED PERSONAL CHECKING</b>	
<b>SPECIAL FEATURES – RELATIONSHIP ACCOUNTS</b>	<ul style="list-style-type: none"> <li>• Earn interest</li> <li>• Free checks (Regions custom-style, single-wallet recycled checks) or 50% off any personal style check</li> <li>• Bonus rate on most CDs with terms of six (6) months or longer</li> <li>• 50% discount on Safe Deposit Box rental with an additional 10% discount for auto debit (subject to availability)</li> <li>• Free travelers checks</li> <li>• No Regions fee on two (2) ATM transactions at other banks' ATMs per statement cycle</li> <li>• One free cashier's check per month</li> </ul>	<b>PFS CHECKING</b>  Includes all Preferred Plus Banking benefits plus: <ul style="list-style-type: none"> <li>• Earn higher interest</li> <li>• Free checks (most personal styles, PFS branded)</li> <li>• Free Wire Transfers</li> <li>• Free Stop Payments</li> <li>• Free Overdraft Transfer</li> </ul>

## RELATIONSHIP CHECKING ACCOUNTS\*

	PREFERRED PLUS BANKING/50+ PREFERRED PLUS BANKING	REGIONS BUSINESS PREFERRED PERSONAL CHECKING	PFS CHECKING
You May Avoid Monthly Fee By Maintaining:			
a minimum daily balance of... OR	\$10,000	Not applicable	\$25,000
combined deposit balances from... OR	All checking, savings, money markets, CDs, and IRAs of \$10,000	Not applicable	All checking, savings, money markets and CDs of \$25,000
daily outstanding loan balances from... OR	All personal lines of credit, equity loans and credit cards in good standing** of \$15,000	Not applicable	Combined \$25,000 minimum outstanding loan balances from all personal lines of credit, equity lines of credit, equity loans and credit cards
Other	Not applicable	Must open a Regions Business Essentials Solutions package	Not applicable
Minimum Opening Deposit	\$50	\$50	\$1,000
Interest Tiers	\$100,000 or more; \$50,000-\$99,999.99; \$25,000-\$49,999.99; \$10,000-\$24,999.99; below \$10,000	\$100,000 or more; \$50,000-\$99,999.99; \$25,000-\$49,999.99; \$10,000-\$24,999.99; below \$10,000	\$500,000 or more; \$250,000-\$499,999.99; \$100,000-\$249,999.99; \$50,000-\$99,999.99; below \$50,000
Interest Tiers Based On	Account balance	Account balance	Account balance
Monthly Fee	\$15 <sup>†</sup>	None	\$20 <sup>†</sup>
Annual Fee	None	None	\$100***†
Check Safekeeping	Free (optional)	Free (optional)	Free (optional)
Check Images	Free (standard)	Free (standard)	Free (standard)
Check Enclosures	\$3/month (optional) <sup>†</sup>	\$3/month (optional) <sup>†</sup>	Free (optional)

\*Refer to the Relationship Checking Account Ownership Requirements at the back of this schedule. \*\*Good standing means you are not past due or in default under your credit agreement. \*\*\*Annual fee waived with a Morgan Keegan brokerage relationship or a Regions Morgan Keegan Trust relationship of \$25,000 or greater, or with a 12-month average balance of \$100,000 or more in the PFS account. Investment services are provided by Morgan Keegan & Company, a subsidiary of Regions Financial Corporation and a member of the NYSE and SIPC. Trust services are provided by Regions Morgan Keegan Trust, a trade name of the trust division of Regions Bank. Securities and insurance products offered through Morgan Keegan and Regions Morgan Keegan Trust are not FDIC-insured, not a deposit, may go down in value, not bank guaranteed, and not insured by any Federal Government Agency. †For accounts opened in Iowa, this fee is subject to Iowa State Sales Tax of 5% which will be assessed at the time the fee is charged, unless exempt.

## CHECKING ACCOUNTS

	BASIC CHECKING*	LIFEGREEN CHECKINGS <sup>SM</sup> *	LIFEGREEN CHECKING FOR STUDENTS <sup>SM</sup> *	50+ LIFEGREEN CHECKINGS <sup>SM</sup> *
You May Avoid Monthly Fee By Maintaining:				
	Not applicable	See Special Requirements below to qualify for account <sup>1</sup>	See Requirements below <sup>2</sup>	See Requirements below <sup>2</sup>
Minimum Opening Deposit	\$50	\$50	\$50	\$50
Monthly Fee	\$2 <sup>†</sup>	\$5 <sup>†</sup> if requirements <sup>1</sup> not met	Free	Free
Checks	Price varies by design	Free first order of Regions custom-style, single-wallet recycled checks or 50% off any personal style check	Free first order of Regions custom-style, single-wallet recycled checks or 50% off collegiate or any other personal style check	Free Regions custom-style, single-wallet recycled checks or 50% off any personal style check
Electronic Statements	Free	Free	Free	Free
Check Safekeeping	Free	Free	Free	Free
Check Images	\$2 <sup>†</sup>	\$2 <sup>†</sup>	\$2 <sup>†</sup>	Free
Check Enclosures	Not applicable	Not applicable	Not applicable	Not applicable
Discount on Safe Deposit Box (subject to availability)	30% with an additional 10% discount for auto debit	30% with an additional 10% discount for auto debit	30% with an additional 10% discount for auto debit	50% with an additional 10% discount for auto debit

<sup>1</sup> **LifeGreen Checking Special Requirements.** To avoid the monthly service charge on your LifeGreen Checking account, you must fulfill the following requirements:

1. You must have a Regions Visa CheckCard tied to your LifeGreen Checking account.

**AND ONE OR MORE OF THE FOLLOWING CONVENIENT eSERVICES:**

2. Direct Deposit (at least one (1) payroll or government direct deposit per month)

**OR**

Make a minimum of five (5) electronic transactions per month in your checking account. These electronic transactions can include any combination of the following: VISA CheckCard signature-based purchases, PIN-based CheckCard purchases, Regions Online Banking Bill Payments, ACH Credits or Debits to your account, or ATM Withdrawals. Written checks do not count toward the five (5) required electronic transactions.

(continued)

## CHECKING ACCOUNTS *(continued)*

### OR

Online Statements — Accept electronic periodic account statements in lieu of paper account statements. To activate electronic account statements, you must enroll for Online Statements (our electronic account statement service). To complete the enrollment process, you must visit our Regions Online Banking page at [regions.com](http://regions.com) and electronically accept our terms and conditions for Online Statements.

If you do not continually meet the special requirements, your LifeGreen Checking account will be charged a \$5 service charge on your next statement cycle.

<sup>2</sup> **50+ and Student Requirements.** If you have a 50+ LifeGreen Checking account and are 50 years old or greater or a LifeGreen Checking for Students account and have had the account for five (5) years or less and are age 25 or younger, your monthly fee will be waived. If you are in a 50+ LifeGreen Checking or LifeGreen Checking for Students account and do not meet the age requirements, your account will be converted to the standard LifeGreen Checking account and must meet the normal Special Requirements in order to avoid the monthly \$5 service charge.

**\*Information on Inactive Accounts.** This provision applies only to Basic Checking, LifeGreen Checking, 50+ LifeGreen Checking, LifeGreen Checking for Students, Free Checking, 50+ Free Checking and Free Interest Checking account holders. An inactive account is defined as an account having no customer-initiated activity for a period of 92 consecutive days. Customer-initiated activity includes deposits and withdrawals but does not include any fees and charges which may be assessed to the account by the Bank. Once your account becomes an inactive account (no activity for 92 consecutive days), you will be notified that your account may be converted to a Check-for-Less account which will be subject to the pricing schedule for Check-for-Less accounts. Your account will be converted to a Check-for-Less account 30 Days following our notice to you unless prior to the end of the 30-day period:

1. You initiate activity (make a deposit or withdrawal) on your account, or
2. You contact the Bank and complete all steps required to change your account type to an account not subject to these procedures.

Please refer to the pricing schedule for Check-for-Less accounts in the Additional Terms and Conditions section for pricing information.

†For accounts opened in Iowa, this fee is subject to Iowa State Sales Tax of 5% which will be assessed at the time the fee is charged, unless exempt.

**CHECKING ACCOUNTS – no longer available for new accounts**

	FREE CHECKING*	50+ FREE CHECKING*	FREE INTEREST CHECKING*
You May Avoid Monthly Fee By Maintaining:			
a minimum daily balance of ...	Not applicable	Not applicable	Not applicable
Minimum Opening Deposit	\$50	\$50	\$50
Monthly fee	Free	Free	Free
Interest Tiers	N/A	N/A	\$50,000 or more; \$25,000-\$49,999.99; \$10,000-\$24,999.99; \$2,500-\$9,999.99
Checks	50% off Regions custom-style single or duplicate recycled checks or any personal style check	Free Regions custom-style single wallet recycled checks or 50% off any personal style check	50% off Regions custom-style single or duplicate recycled checks or any personal style check
Electronic Statements	Free	Free	Free
Check Safekeeping	Free	Free	Free
Check Images	\$2	Free	\$2
Check Enclosures	\$3	\$3	\$3
Discount on Safe Deposit Box (subject to availability)	30% with an additional 10% discount for auto debit	50% with an additional 10% discount for auto debit	30% with an additional 10% discount for auto debit

**\*Information on Inactive Accounts.** This provision applies only to Basic Checking, LifeGreen Checking, 50+ LifeGreen Checking, LifeGreen Checking for Students, Free Checking, 50+ Free Checking and Free Interest Checking account holders. An inactive account is defined as an account having no customer-initiated activity for a period of 92 consecutive days. Customer-initiated activity includes deposits and withdrawals but does not include any fees and charges which may be assessed to the account by the Bank. Once your account becomes an inactive account (no activity for 92 consecutive days), you will be notified that your account may be converted to a Check-for-Less account which will be subject to the pricing schedule for Check-for-Less accounts. Your account will be converted to a Check-for-Less account 30 days following our notice to you unless prior to the end of the 30-day period:

1. You initiate activity (make a deposit or withdrawal) on your account, or
2. You contact the Bank and complete all steps required to change your account type to an account not subject to these procedures.

Please refer to the pricing schedule for Check-for-Less accounts in the Additional Terms and Conditions section for pricing information.

## MONEY MARKET ACCOUNTS

	MONEY MARKET*	PLATINUM RELATIONSHIP MONEY MARKET*
Opening Qualifier	None	Customer must have a checking account with Direct Deposit or \$2,500 minimum daily balance
You May Avoid Monthly Fee By:		
maintaining a minimum daily balance of ... OR	\$2,500	\$15,000
opening or maintaining a ...	Not applicable	Preferred Plus or PFS checking account
Minimum Opening Deposit	\$100	\$15,000
Interest Tiers	\$50,000 or more; \$25,000-\$49,999.99; \$10,000-\$24,999.99; \$2,500-\$9,999.99; below \$2,500	\$100,000 or more; \$30,000-\$99,999.99; \$20,000-\$29,999.99; \$5,000-\$19,999.99; below \$5,000
Interest Tiers Based On	Account balance	Account balance
Monthly Fee	\$10 <sup>†</sup>	\$15 <sup>†</sup>
Excessive Withdrawal/Item Fee**	\$10	\$10
Check Safekeeping	Free	Free
Check Images	Free	Free
Check Enclosures	\$3/month (optional) <sup>†</sup>	\$3/month (optional) <sup>†</sup>
Discount on Safe Deposit Box (subject to availability)	30% with an additional 10% discount for auto debit	30% with an additional 10% discount for auto debit

\*Regulatory limit of six (6) transfers or payments (preauthorized, automatic, by telephone, or from a personal computer) from your money market account per statement cycle with no more than three (3) being by draft, check, debit card, or similar order (including POS transactions) to a third party. The preauthorized or automatic transactions may be initiated by Telephone Banking, Regions Online Banking, or standing order.

\*\*Fee will be assessed for each transfer in excess of six and each check in excess of three per monthly statement period. Limit does not apply to in-person withdrawals or withdrawals at an ATM.

<sup>†</sup>For accounts opened in Iowa, this fee is subject to Iowa State Sales Tax of 5% which will be assessed at the time the fee is charged, unless exempt.

## SAVINGS ACCOUNTS

	LIFEGREEN SAVINGS* <sup>3</sup>	SAVINGS*	SAVINGS FOR MINORS*
You May Avoid Monthly Fee By Maintaining:			
a minimum daily balance of...	Not applicable	\$300	Not applicable
Opening Requirements and Minimum Opening Deposit	LifeGreen Checking and \$50 or \$5 if you set up a monthly auto savings transfer from checking	\$50	\$5
Interest Tiers	\$50,000 or more; \$25,000-\$49,999.99; \$10,000-\$24,999.99; \$2,500-\$9,999.99; below \$2,500	\$50,000 or more; \$25,000-\$49,999.99; \$10,000-\$24,999.99; \$2,500-\$9,999.99; below \$2,500	All balances
Interest Tiers Based On	Account balance	Account balance	Account balance
Monthly Fee	Not applicable	\$4	Not applicable
Excessive Withdrawal/Item Fee	\$3 per withdrawal in excess of 3 per month	\$3 per withdrawal in excess of 3 per month	\$3 per withdrawal in excess of 3 per month
Discount on Safe Deposit Box (subject to availability)	30% with an additional 10% discount for auto debit	30% with an additional 10% discount for auto debit	30% with an additional 10% discount for auto debit

**LifeGreen Savings Special Bonus Rate Feature:**

A monthly automatic transfer of funds of at least \$10 from your Regions Checking account to your LifeGreen Savings account for the entire year is required to earn a 1% interest rate bonus. The bonus is based on the average monthly balance for the year and paid on the anniversary of account opening. Maximum annual savings bonus of \$250.

\*Regulatory limit of six (6) transfers or payments (preauthorized, automatic, by telephone, or from a personal computer) from your savings account per statement cycle with no more than three (3) being by draft, check, debit card, or similar order (including POS transactions) to a third party. The preauthorized or automatic transactions may be initiated by Telephone Banking, Regions Online Banking, or standing order.

<sup>3</sup>You must open a LifeGreen Checking account to be eligible to open a LifeGreen Savings account.

## Balance Information

Throughout this pricing schedule, balance requirements to avoid monthly fees refer to the minimum daily balance and the average monthly balance. The minimum daily or ledger balance (all cash, checks and other items deposited to your account less all withdrawals and checks paid) is the balance you must maintain in the account each day of the statement period. The average monthly balance is calculated by adding the ledger balance in the account each day of the statement period and dividing that figure by the number of days in the statement period.

## Interest Information

Interest is paid on your collected balance. The collected balance is the ledger balance in your account less any items deposited into your account for which we have not received credit. Interest Rates and Annual Percentage Yields (APYs) are set by Regions and are subject to change daily. You are paid the interest rate and APY corresponding to the collected balance in your account each day. For tiered rate accounts, the interest rate and APY vary, depending on the balance tiers shown. Interest earned on checking, savings and money market accounts is compounded daily and paid monthly. If you close your account before interest is credited, you will not receive the accrued interest.

## INTERNET, 24-HOUR BANKING AND CONVENIENCE SERVICES FEES

(All fees are per item unless otherwise indicated.)

Regions CheckCard/ATM Card (Subject to approval) .....	Free
Regions ATM:	
Withdrawal/Balance Inquiry/Transfer .....	Free
Mini Statements (available at select ATMs) <sup>†</sup> .....	\$2.00
Other Bank ATM:	
Withdrawal/Balance Inquiry/Transfer <sup>†</sup> .....	\$2.00
Withdrawal Attempt Against Insufficient Funds <sup>†</sup> .....	\$2.00
International Service Assessment <sup>†</sup> .....	3% of transaction amount in U.S. dollars
CheckCard/ATM Card Replacement Fee <sup>†</sup> .....	\$5.00
Regions Online Banking with Bill Payment:	
Monthly Fee (Includes Telephone Bill Payment Service) .....	Free
Regions Banking with Quicken® or Microsoft® Money:	
Monthly Fee .....	Free
Setup Fee .....	Free
(Includes Regions Online Banking and Telephone Bill Payment Service)	

## ADDITIONAL SERVICES & FEES

(All fees are per item unless otherwise indicated.)

All additional services described below are free with the PFS Checking account except the Paid Overdraft Item fee, Returned Item fee and Safe Deposit Box fees. For PFS Checking accounts, the standard Paid Overdraft Item fee, Returned Item fee and Safe Deposit Box fees apply.

### Regions Telephone Banking:

Balance Inquiry Only .....	Free
Payment/Transfers .....	Free
Operator Assisted Payments .....	\$1.00/phone call
Account Research (per hour) <sup>†</sup> .....	\$25.00
Bond Coupon Redemption:	
Bonds (per envelope) .....	\$15.00
Coupons (per envelope) .....	\$20.00
Returned Bonds .....	\$35.00
Returned Coupons .....	\$35.00
Check Collections .....	\$25.00
Check Printing .....	Fee depends on style of check ordered
Direct Deposit .....	Free
Drafts .....	\$20.00
Early Account Closing (within 180 days) .....	\$25.00
Fax Services .....	\$5.00 first page; \$1.00/extra page

Legal Process (includes garnishments and levies) .....	\$100.00
Non-customer Check Cashing (Regions checks) .....	\$5.00
Notary Fee .....	None
Cashier's Check† .....	\$7.00
Paid Overdraft Item/Returned Item Fee .....	Tiered

	Occurrence	Fee
Tier 1	1*	\$26.00
Tier 2	2	\$35.00
Tier 3	3+	\$37.00

The Paid Overdraft Item/Returned Item Fee is assessed according to a tiered structure based upon the number of Overdraft/Returned Item Occurrences you accumulate. \*\* If, after any Overdraft/Returned Item Occurrence, 12 consecutive monthly account processing cycles elapse during which there are no Overdraft/Returned Item Occurrences for your account, your account will be reset to Tier 1, and subsequent Overdraft/Returned Item Occurrences will be handled according to the tiered structure above.

Photocopying (each) .....	\$5.00
Returned Deposit Item Fee† .....	\$8.00

**Safe Deposit Box:**

Annual Rental Fees .....	Rental Fees Vary by Size and State
Late Payment Fee (past 30 days) .....	\$10.00
Replacement of Lost Key .....	\$25.00
Drilling Fee .....	Minimum of \$150.00

Special Paying Instructions† .....	\$36.00
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**Statement:**

Statement Printout .....	\$5.00
Duplicate Statement .....	\$5.00
Special Interim Statement .....	\$5.00
Hold Mail Fee .....	\$5.00/month

Stop Payment† .....	\$36.00
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Telephone Transfers .....	\$5.00
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**Traveler's Checks:**

Single Signature (% of purchased amount) .....	2.0%
Double Signature (% of purchased amount) .....	4.0%

Verification of Deposit/Mortgage*** .....	\$25.00
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**Wire Transfer – Domestic:**

Incoming† .....	\$15.00
Outgoing† .....	\$19.00
Outgoing Repetitive† .....	\$18.00
Internal Transfer† .....	\$5.00
Telephone Notification† .....	\$5.00
Fax Notification† .....	\$3.50
E-mail Notification† .....	\$0.25
Automatic Standing Transfer† .....	\$10.00

**Wire Transfer – International:**

Incoming† .....	\$18.00
Outgoing† .....	\$40.00

\*There will be a one-time waiver of the Paid Overdraft Item/Returned Item Fee for the first Overdraft/Returned Item Occurrence after your account is opened.

\*\*"Overdraft/Returned Item Occurrence" means any calendar day on which a debit transaction causes, or would cause if completed, your checking, money market, savings, or other deposit account to become overdrawn, whether such debit is made or attempted by check, in-person withdrawal, ATM withdrawal, CheckCard transaction, or withdrawal or transfer by any other manual or electronic means whatsoever. Applicable fee will be assessed for each such debit transaction in connection with an Overdraft/Returned Item Occurrence.

\*\*\*Fee does not apply for requests made by Regions Mortgage or for information on mortgages originated by Regions Mortgage.

†For accounts opened in Iowa, this fee is subject to Iowa State Sales Tax of 5% which will be assessed at the time the fee is charged, unless exempt.

## Overdraft Protection\*

We offer Overdraft Protection for eligible personal checking accounts. Overdraft Protection is activated if your checking account balance needs funds to cover items presented for payment. Funds are transferred from the funding account in \$100 increments.

The applicable fee shown below is assessed to the checking account.

	Funding Account	
	<u>Personal Savings &amp; Money Markets</u>	<u>Personal Lines of Credit &amp; Credit Cards*</u>
Transfer Fee (Preferred Plus Banking)†	\$7.50 (per day)	\$7.50 (per day)
Transfer Fee (all other accounts)†	\$10	\$10

\*Additional rules and fees on the various Overdraft Protection options are noted in the applicable Customer Agreements covering Depository Accounts, MasterCard/VISA, EssentialLine and Regions Credit Line. Credit products are subject to credit approval.

† For accounts opened in Iowa, this fee is subject to Iowa State Sales Tax of 5% which will be assessed at the time the fee is charged, unless exempt.

## ADDITIONAL TERMS AND CONDITIONS

The provisions contained in this Pricing Schedule are an addendum to our Deposit Agreement.

### 50+ Preferred Plus Banking/50+ LifeGreen Checking/50+ Free Checking: ACCOUNT ELIGIBILITY

Available to customers 50 years of age or better. The person named first on the account is the "Primary Account Holder" and must be age 50 or better. The person named second on the account is the "Secondary Account Holder" and is not required to be age 50 or better. Additional joint account holders are permitted and are not required to be age 50 or better.

### All Inactive Checking and Money Market Accounts:

For all checking and money market accounts that have had no customer-initiated activity for a period of 90 days, we may, at our option, forward statements to you on a quarterly basis. Upon any subsequent customer-initiated activity, you will receive monthly statements subject to the conditions listed in the preceding sentence.

### Preferred Interest Rates for Certificates of Deposit

As a 50+ Free Checking, 50+ LifeGreen Checking, Preferred Plus Banking, 50+ Preferred Plus Banking, Regions Business Preferred Personal Checking or PFS Checking customer, Regions offers you a bonus over the published rates on certain certificates of deposit having a maturity of six months or longer. Bonus rate is set by management and is subject to change. Below are important provisions you need to know to receive your preferred 50+ Free Checking, 50+ LifeGreen Checking, Preferred Plus Banking, 50+ Preferred Plus Banking, Regions Business Preferred Personal Checking or PFS Checking bonus interest rate ("50+ Free Checking, 50+ LifeGreen Checking, Preferred Plus Banking, 50+ Preferred Plus Banking, Regions Business Preferred Personal Checking or PFS Checking rate").

### New Issues of Certificates of Deposit

To receive your 50+ Free Checking, 50+ LifeGreen Checking, Preferred Plus Banking, 50+ Preferred Plus Banking, Regions Business Preferred Personal Checking or PFS Checking rate, you must inform the person opening your Certificate of Deposit that you are a 50+ Free Checking, 50+ LifeGreen Checking, Preferred Plus Banking, 50+ Preferred Plus Banking, Regions Business Preferred Personal Checking or PFS Checking customer and are eligible for the 50+ Free Checking, 50+ LifeGreen Checking, Preferred Plus Banking, 50+ Preferred Plus Banking, Regions Business Preferred Personal Checking or PFS Checking rate.

### Existing Certificates of Deposit.

Existing Certificates of Deposit are eligible for the 50+ Free Checking, 50+ LifeGreen Checking, Preferred Plus Banking, 50+ Preferred Plus Banking, Regions Business Preferred Personal Checking or PFS Checking rate at maturity.

To obtain the 50+ Free Checking, 50+ LifeGreen Checking, Preferred Plus Banking, 50+ Preferred Plus Banking, Regions Business Preferred Personal Checking or PFS Checking rate at renewal of your existing Certificates of Deposit, you should notify the bank at the opening of your 50+ Free Checking, 50+ LifeGreen Checking, Preferred Plus Banking, 50+ Preferred Plus Banking, Regions Business Preferred Personal Checking or PFS Checking Account or before these Certificates of Deposit mature. After that, the 50+ Free Checking, 50+ LifeGreen Checking, Preferred Plus Banking, 50+ Preferred Plus Banking, Regions Business Preferred Personal Checking or PFS Checking rate will be applied to any renewals of these Certificates of Deposit as long as your 50+ Free Checking, 50+ LifeGreen Checking, Preferred Plus Banking, 50+ Preferred Plus Banking, Regions Business Preferred Personal Checking or PFS Checking Account remains open.

The primary or secondary account holder of the 50+ Free Checking, 50+ LifeGreen Checking, Preferred Plus Banking, 50+ Preferred Plus Banking, Regions Business Preferred Personal Checking or PFS Checking Account must be the primary owner (primary owner shall be the person whose taxpayer ID is used for interest reporting purposes to government agencies) on the Certificate of Deposit to be eligible for the 50+ Free Checking, 50+ LifeGreen Checking, Preferred Plus Banking, 50+ Preferred Plus Banking, Regions Business Preferred Personal Checking or PFS Checking Account rate.

If, at any time, your 50+ Free Checking, 50+ LifeGreen Checking, Preferred Plus Banking, 50+ Preferred Plus Banking, Regions Business Preferred Personal Checking or PFS Checking Account should close or be closed, the 50+ Free Checking, 50+ LifeGreen Checking, Preferred Plus Banking, 50+ Preferred Plus Banking, Regions Business Preferred Personal Checking or PFS Checking Account rate will no longer apply to your Certificate of Deposit. This change will be effective at the closing of your 50+ Free Checking, 50+ LifeGreen Checking, Preferred Plus Banking, 50+ Preferred Plus Banking, Regions Business Preferred Personal Checking or PFS Checking Account. You will be notified when this occurs. IRA CDs and special CD promotional offers are not eligible for the 50+ Free Checking, 50+ LifeGreen Checking, Preferred Plus Banking, 50+ Preferred Plus Banking, Regions Business Preferred Personal Checking or PFS Checking Account rate.

If your account is closed or converted to another type of account, all services and benefits available to you with your account will also be terminated. Those services and benefits include, without limitation, any preferred interest rate feature on a Regions Time Deposit opened or automatically renewed or a Regions Certificate of Deposit opened or automatically renewed, in connection with your 50+ Free Checking, 50+ LifeGreen Checking, Preferred Plus Banking, 50+ Preferred Plus Banking, Regions Business Preferred Personal Checking or PFS Checking Account (see the Deposit Agreement for these products for applicable terms and conditions).

### Relationship Checking Account Ownership Requirements:

To qualify for relationship pricing, the following ownership requirements must be met:

- The primary (person listed first on the account) or secondary (person listed second on the account) owner of the Relationship Checking account must be the primary or secondary owner of the related deposit accounts. The primary (person listed first on the account) or secondary (person listed second on the account) owner of the Relationship Checking account must be the primary owner of related credit accounts.
- The related account must be established with one of the following ownership designations:
  - Sole Owner
  - Primary Owner
  - Secondary Owner
  - Owner
  - Co-Owner
  - Joint
  - Joint And
  - Joint Tenant
  - Joint In Common
  - Trustee
  - Co-Trustee
  - Grantor
  - Joint Tenants By Entirety
  - Joint Tenant With Right of Survivorship
  - Joint Tenant Without Right of Survivorship
  - Maker
  - Co-maker
  - Principal

### Check-for-Less Pricing Information:

Minimum Opening Deposit .....	\$0
Monthly Fee† .....	\$5.00
Minimum Balance to Avoid Monthly Fee .....	Not applicable
Excessive Withdrawal/Item Fee† .....	\$0.50 per check in excess of 10 per statement cycle
Check Safekeeping .....	Free (standard)
Check Images† .....	\$2.00/month (optional)
Check Enclosures† .....	\$3.00/month (optional)
Free single wallet-style Regions custom checks.....	Available for customers 62 years old and older

†For accounts opened in Iowa, this fee is subject to Iowa State Sales Tax of 5% which will be assessed at the time the fee is charged, unless exempt.

### Preferred Plus Banking, 50+ Preferred Plus Banking or PFS Checking Accounts

A monthly fee based on account balances provides owners of Preferred Plus Banking, 50+ Preferred Plus Banking or PFS Checking accounts with certain services and benefits. You agree that we may restrict or limit any or all of these services and benefits to primary and secondary account holders, even if your account has additional joint account holders.

### Individual Retirement Accounts (IRAs)

- A transfer fee of \$15 per account will apply if you transfer your Individual Retirement Accounts (IRAs) to another institution.
- In the event of an Early Withdrawal, an early withdrawal penalty will continue to be calculated as described in the Deposit Agreement, with a minimum early withdrawal penalty of \$25. Consult your financial or tax advisor about IRS taxes and penalties that may apply upon withdrawal of IRA proceeds.

### Current Rate Information

You may always obtain the current interest rate and Annual Percentage Yield (APY) being paid on your account simply by contacting any Regions office.

### Information

Call your local Regions office for more information about these or any of our other financial services.

### Additional Terms and Conditions

All products and services described in the Pricing Schedule are subject to the terms and conditions set forth in the applicable customer agreements and disclosures for such products and services. Products and services may be subject to credit approval and eligibility requirements. Credit card accounts may be issued and administered by unaffiliated third parties, including FIA Card Services, N.A.

Please Retain For Your Records

## Addendum to Pricing Schedule for Personal Checking, Money Market, Savings & IRA Accounts

### FDIC Transaction Account Guarantee Program

#### Preferred Plus Banking – FDIC

(Effective April 24, 2009)

This Addendum supplements and constitutes a part of the Personal Checking, Money Market, Savings & IRA Accounts Pricing Schedule (Effective April 24, 2009).

The Preferred Plus Banking – FDIC account is designed to qualify for coverage under the FDIC's Transaction Account Guarantee Program (TAGP). All terms, provisions, and conditions applicable to the standard Preferred Plus Banking account also apply to the Preferred Plus Banking – FDIC account, except that:

- Through December 31, 2009 (the "TAGP Period"), the interest rate on the Preferred Plus Banking – FDIC account will not exceed 0.50%.
- During the TAGP Period, the interest tiers for the Preferred Plus Banking – FDIC account are:

Preferred Plus – FDIC
Balance Tiers
\$250,000 +
\$100,000 – \$249,999
\$50,000 – \$99,999
\$10,000 – \$49,999
\$0 – \$9,999

- Upon the expiration of the TAGP Period, the Preferred Plus Banking – FDIC account automatically will convert to the standard Preferred Plus Banking account and will be subject to all terms, provisions, and conditions thereof, including interest and interest tier terms.

## Business Checking, Money Market & Savings Accounts

Pricing Schedule  
(Effective April 24, 2009)

### BUSINESS ACCOUNTS CHECKING ACCOUNTS

	NONINTEREST-BEARING ACCOUNTS			INTEREST-BEARING ACCOUNTS	
	LIFEGREEN CHECKING FOR BUSINESS	ADVANTAGE BUSINESS CHECKING	BUSINESS ANALYZED CHECKING	BUSINESS INTEREST BEARING CHECKING <sup>6</sup>	NONPROFIT MONEY MARKET CHECKING <sup>7</sup>
You May Avoid Monthly Fee By Maintaining:	See Special Requirements below to qualify for account <sup>1</sup>	A minimum daily balance of \$5,000 OR combined balances in linked business accounts that exceed \$25,000 <sup>4</sup>	Not applicable	A minimum daily balance of \$10,000	A minimum daily balance of \$50,000
Minimum Opening Deposit	\$50	\$50	\$50	\$50	\$50
Deposits and Withdrawals	No charge for the first one hundred fifty (150) total combined checks paid and items deposited; \$0.50 for each additional item over the 150 total combined per statement cycle. <sup>2</sup>	No charge for the first four hundred (400) total combined checks paid, items deposited and electronic debits <sup>5</sup> and credits <sup>5</sup> ; \$0.35 for each additional item over the 400 total combined per statement cycle. <sup>3</sup>	Refer to the Schedule of Fees for Commercial Business Banking Analyzed Depository Services.	\$0.16 per check paid and electronic debit; \$0.11 per item deposited and electronic credit; \$0.35 per deposit ticket.	No charge for the first four hundred (400) total combined checks paid, items deposited and electronic debits <sup>5</sup> and credits <sup>5</sup> ; \$0.25 for each additional item over the 400 total combined per statement cycle. <sup>3</sup>
Monthly Fee (per account)	\$5 <sup>3</sup>	\$15 <sup>3</sup>	Refer to the Schedule of Fees for Commercial Business Banking Analyzed Depository Services.	\$10 <sup>3</sup>	\$12 <sup>3</sup>

	NONINTEREST-BEARING ACCOUNTS			INTEREST-BEARING ACCOUNTS	
	LIFEGREEN CHECKING FOR BUSINESS	ADVANTAGE BUSINESS CHECKING	BUSINESS ANALYZED CHECKING	BUSINESS INTEREST BEARING CHECKING <sup>6</sup>	NONPROFIT MONEY MARKET CHECKING <sup>7</sup>
Pays Interest	No	No	No	Yes, it's a variable rate based on the following balance tiers: \$250,000 or more; \$100,000-\$249,999.99; \$50,000-\$99,999.99; \$10,000-\$49,999.99; under \$10,000	Yes, it's a variable rate based on the following balance tiers: \$250,000 or more; \$100,000-\$249,999.99; \$50,000-\$99,999.99; under \$50,000
Check Images	\$2/month	Free	Free	Free	Free
Check Enclosures	\$3/month <sup>3</sup>	\$5/month <sup>3</sup>	Free	\$5/month <sup>3</sup>	\$5/month <sup>3</sup>
Check Safekeeping	Free	Free	Free	Free	Free

<b>LIFEGREEN CHECKING FOR BUSINESS — SPECIAL FEATURES</b>	<ul style="list-style-type: none"> <li>• Free Business CheckCard (required)</li> <li>• Free Regions Online Banking for Business</li> <li>• Discount on Safe Deposit Box</li> <li>• Free LifeGreen Savings for Business</li> </ul>
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<sup>1</sup> **LifeGreen Checking for Business Special Requirements.** To avoid the monthly service charge on your LifeGreen Checking for Business account, you must fulfill the following requirements: You must have a Business Visa CheckCard tied to your account AND 5 or more electronic transactions per month; OR Online Statements.

<sup>2</sup> There is no charge for electronic transactions which includes ATM, checkcard, auto debit, ACH, merchant service deposits and bill pay transactions.

<sup>3</sup> For accounts opened in Iowa, this fee is subject to Iowa State Sales Tax of 5% which will be assessed at the time the fee is charged, unless exempt.

<sup>4</sup> Qualifying business accounts include checking, money market accounts and outstanding credit card, line of credit, and loan balances.

<sup>5</sup> Business CheckCard transactions are not included in the electronic debit and credit activity totals.

<sup>6</sup> This account is available to sole proprietorships and nonprofit organizations. Interest is earned on funds in your account for which Regions has received credit. Interest earned is compounded daily and paid monthly.

<sup>7</sup> Nonprofit Money Market Checking is available to Organizations described in section 501(c)(3) through (13), and (19) of the Internal Revenue Code, political organizations described in section 527 of the Internal Revenue Code, and homeowners and condominium owners associations described in section 528 of the Internal Revenue Code, including housing cooperative associations that perform similar functions. The prospective account holder must furnish a copy of the Internal Revenue Service nonprofit organization designation letter. Interest is earned on funds in your account for which Regions has received credit. Interest earned is compounded daily and paid monthly.

## SAVINGS AND MONEY MARKET ACCOUNTS

	LIFEGREEN SAVINGS FOR BUSINESS <sup>1</sup>	BUSINESS SAVINGS**	BUSINESS MONEY MARKET**	REGIONS BUSINESS ESSENTIALS MONEY MARKET** <sub>2</sub>
You May Avoid Monthly Fee By Maintaining:				
a minimum daily balance of...	Not applicable	\$300	\$2,500	\$5,000
Minimum Opening Deposit	\$50 or \$1 if auto transfer set up from LifeGreen Checking for Business	\$50	\$1,000	\$2,500
Items Deposited	Not applicable	Not applicable	No charge for the first twenty-five (25) items deposited; \$0.50 for each additional item over the 25 total per statement cycle.	No charge for the first twenty-five (25) items deposited; \$0.50 for each additional item over the 25 total per statement cycle.
Pays Interest*	Variable rate on all balances	Variable rate on all balances	Yes, it's a variable rate based on the following balance tiers: \$250,000 or more; \$100,000-\$249,999.99; \$50,000-\$99,999.99; \$10,000-\$49,999.99; under \$10,000	Yes, it's a variable rate based on the following balance tiers: \$500,000 or more; \$250,000-\$499,999.99; \$100,000-\$249,999.99; \$50,000-\$99,999.99; under \$50,000
Monthly Fee (per account)	None	\$4 <sup>†</sup>	\$10 <sup>†</sup>	\$10 <sup>†</sup>
Excessive Withdrawal/Item Fee	\$3 charge per withdrawal or transfer in excess of 3 per month	\$3 charge per withdrawal or transfer in excess of 3 per month	\$10 <sup>#</sup>	\$10 <sup>#</sup>
Check Enclosures	Not applicable	Not applicable	\$5/month <sup>†</sup>	\$5/month <sup>†</sup>

\*Interest earned on funds in your account for which Regions has received credit. Interest earned is compounded daily and paid monthly.

\*\*Regulatory limit of six (6) transfers or payments (preauthorized, automatic, by telephone or from a personal computer) from your money market or savings account per statement cycle with no more than three (3) being by draft, check, debit card, or similar order (including POS transactions) to a third party. The preauthorized or automatic transactions may be initiated by Telephone Banking, PC Banking, Regions Online Banking for Business or standing order.

#Fee will be assessed for each transfer in excess of six (6) and each check in excess of three (3) per monthly statement period. Limit does not apply to in-person withdrawals or withdrawals at an ATM.

†For accounts opened in Iowa, this fee is subject to Iowa State Sales Tax of 5% which will be assessed at the time the fee is charged, unless exempt.

<sup>1</sup> Requires LifeGreen Checking for Business account to qualify for this account.

<sup>2</sup> Requires Regions Business Essentials Advantage or Analyzed Checking account to qualify for this account.

## ADDITIONAL TERMS AND CONDITIONS

The provisions contained in this Pricing Schedule are an addendum to our Deposit Agreement.

### Checking and Money Market Accounts

You will be assessed a monthly low balance service charge if the daily ledger (book) balance in your account falls below the stated "Minimum Daily Balance" on any day during the statement cycle and if your average ledger balance falls below the stated "Average Monthly Balance". The average balance is calculated by adding the ledger balance in the account each day of the statement cycle and dividing that figure by the number of days in the statement cycle.

### Savings Accounts

You will be assessed a monthly low balance service charge if the daily ledger (book) balance in your account falls below the stated "Minimum Daily Balance" on any day during the statement period. Variable rates on interest-bearing accounts are set by Regions management and subject to change daily.

### Current Rate Information

You may always obtain the current interest rate being paid on your account simply by contacting any Regions Bank office.

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## MISCELLANEOUS CHARGES

(All fees are per item unless otherwise indicated.)

Stop Payment† .....	\$36.00
Special Paying Instructions .....	\$36.00
Paid Overdraft Item/Returned Item Fee for Analyzed Accounts .....	\$35.00
Paid Overdraft Item/Returned Item Fee for Non-Analyzed Accounts .....	Tiered

	Occurrence	Fee
Tier 1	1*	\$26.00
Tier 2	2	\$35.00
Tier 3	3+	\$37.00

The Paid Overdraft Item/Returned Item Fee for non-analyzed business accounts is assessed according to a tiered structure based upon the number of Overdraft/Returned Item Occurrences you accumulate.\*\* If, after any Overdraft/Returned Item Occurrence, 12 consecutive monthly account processing cycles elapse during which there are no Overdraft/Returned Item Occurrences for your account, your account will be reset to Tier 1, and subsequent Overdraft/Returned Item Occurrences will be handled according to the tiered structure above.

Telephone Transfers .....	\$5.00
Telephone Bill Payment .....	Free
Special Processing – Signature Verification.....	\$10.00/mo.
Regions Business CheckCard .....	Free
(Subject to approval)	
Regions ATM:	
Withdrawal/Balance Inquiry/Transfer .....	Free
Mini Statement .....	\$2.00
Other Bank ATM:	
Withdrawal/Balance Inquiry/Transfer .....	\$2.00
Withdrawal Attempt Against Insufficient Funds .....	\$2.00
International Service Assessment .....	3% of transaction amount in U.S. dollars
Regions Online Banking for Business with Bill Payment	
Monthly Fee (Includes Telephone Bill Payment Service) .....	Free

<b>Regions Online Banking for Business with Quicken</b>	
Monthly Fee .....	Free
Setup Fee .....	Free
(Includes Regions Online Banking for Business and Telephone Bill Payment Service)	
Cashier Check .....	\$7.00
Non-customer Check Cashing (Regions checks) .....	\$5.00
<b>Overdraft Protection:</b>	
Transfer fee† .....	\$10.00
<b>Domestic Wire Transfer:</b>	
Outgoing Standard† .....	\$19.00
Outgoing Repetitive† .....	\$18.00
Incoming Standard† .....	\$15.00
Internal Transfer† .....	\$5.00
Fax Notification† .....	\$3.50
Telephone Notification† .....	\$5.00
Automatic Standing Transfer† .....	\$10.00
<b>International Wire Transfer:</b>	
Incoming Standard† .....	\$18.00
Outgoing Standard† .....	\$40.00
Foreign Draft† .....	\$40.00
<b>Returned Deposited Items:</b>	
Returned Items† .....	\$8.00
Returned Items – Special Handling† .....	\$8.00
Redeposits† .....	\$8.00
Returned Deposited Items – Illinois .....	\$4.50
<b>Statement Fees:</b>	
Statement Printout .....	\$5.00
Special Interim Statement .....	\$5.00
Duplicate Statement† .....	\$5.00
Hold Mail .....	\$5.00/mo.
<b>Collection Item Fees:</b>	
Coupons – per envelope .....	\$10.00
Coupons – returned per envelope .....	\$35.00
Bonds – per envelope .....	\$12.00
Bonds – returned per envelope .....	\$35.00
Automobile Draft Deposit .....	\$15.00
Automobile Draft Debit .....	\$15.00
Check Collections .....	\$20.00
<b>Research Services:</b>	
Item Copy .....	\$5.00
Account Research .....	\$25.00/hr.
Early Account Closing (within 180 days) .....	\$25.00
<b>Safe Deposit Box:</b>	
Annual Rental Fees .....	Rental Fees Vary by Size
Late Payment Fee (past 30 days) .....	\$10.00
Replacement of Lost Key .....	\$25.00
Drilling Fee .....	\$150.00
Verification of Deposit/Mortgage*** .....	\$25.00
<b>Vault/Night Depository:</b>	
Monthly Charge (Per Canvas Bag) .....	\$50.00
<b>Branch Cash Order:</b>	
Per Standing Order† .....	\$6.00
Per Special Order† .....	\$7.00
Per Roll† .....	\$0.16
Per Strap† .....	\$0.53

**Branch Deposits:**

Rolled Coin (per box)† .....	\$5.00 each
Cash Deposit Fee (per monthly statement cycle):	
Up to \$10,000 .....	No Charge
Above \$10,000 (per \$100)† .....	\$0.15
Food Stamps – Loose .....	\$0.005

\*There will be a one-time waiver of the Paid Overdraft Item/Returned Item Fee for the first Overdraft/Returned Item Occurrence after your account is opened.

\*\*“Overdraft/Returned Item Occurrence” means any calendar day on which a debit transaction causes, or would cause if completed, your checking, money market, savings, or other deposit account to become overdrawn, whether such debit is made or attempted by check, in-person withdrawal, ATM withdrawal, CheckCard transaction, or withdrawal or transfer by any other manual or electronic means whatsoever. Applicable fee will be assessed for each such debit transaction in connection with an Overdraft/Returned Item Occurrence.

\*\*\*Fee does not apply for requests made by Regions Mortgage or for information on mortgages originated by Regions Mortgage.

† For accounts opened in Iowa, this fee is subject to Iowa State Sales Tax of 5% which will be assessed at the time the fee is charged, unless exempt.

**Information**

Call your local Regions office for additional information on your Business Checking, Savings or Money Market account or any of our other financial services

**Additional Terms and Conditions**

The provisions contained on this sheet are part of our Deposit Agreement and are incorporated in that agreement.

**All Inactive Checking & Money Market Accounts**

For all checking and money market accounts that have had no customer-initiated activity for a period of 90 days, we may, at our option, forward statements to you on a quarterly basis. Upon any subsequent customer-initiated activity, you will receive monthly statements subject to the conditions listed in the preceding sentence.

**Restriction of Withdrawals**

We have the right to require written notice seven (7) days prior to your withdrawing money from your Savings, Business Interest Bearing Checking, or Nonprofit Money Market Checking Account.

**Overdraft Protection**

The checking accounts listed here in the Business Checking, Savings and Money Market Accounts pricing schedule are eligible to receive Overdraft Protection. You may link your business checking account to a Business Savings or Money Market Account, or certain revolving lines of credit.

Overdraft Protection is activated if your business checking account balance needs funds to cover items presented for payment. Advances are made in \$100 increments, and there is a \$10 fee for each transfer made to your business checking account.

To apply or for additional information on Overdraft Protection options, please contact your nearest Regions office.

Please Retain For Your Records

## Regions Business Essentials Solutions

### Disclosure Addendum

(Effective April 24, 2009)

Thank you for purchasing the Regions Business Essentials Solutions product package! The following is a list of all products, services and benefits associated with your selection:

#### **ADVANTAGE BUSINESS SOLUTION OR BUSINESS ANALYZED SOLUTION CORE OR REQUIRED PRODUCTS**

- A Regions Advantage Business Checking or Business Analyzed Checking account
- A choice between specially discounted Cash Management Packages or Free Regions Online Banking for Business including Free Bill Pay

#### **BENEFITS FOR QUALIFIED ADVANTAGE BUSINESS OR BUSINESS ANALYZED SOLUTION CLIENTS**

- A choice between a Regions Business Essentials Solutions Money Market or Regions Business Savings account with no monthly fee for the first year<sup>1</sup>
- Free Regions Business Preferred Personal Checking account for the Business Owner(s)
- Overdraft Protection
- 20% discount on the first order of Harland Clarke Computer or Specialty Checks when placed through calling Harland Clarke Business Solutions at 1-877-275-4427<sup>3</sup>
- Two free Stop Payments per month
- Free safe deposit box for one year and discounts each year thereafter<sup>4</sup>
- No-annual-fee Business Credit Card with WorldPoints® Rewards<sup>5</sup>
- Free notary service<sup>6</sup>
- Waived setup fee for Merchant Services<sup>7</sup>
- Waived setup fee for Quick Deposit — A convenient service that offers the ability to make deposits from the comfort of your office while streamlining the task of processing daily check deposits
- Quick Deposit with free scanner (Single Document Scanner — \$500 value — with a 2-year service commitment and a minimum non-interest checking balance of \$25,000)

©Regions Bank. Member FDIC. All accounts subject to the terms and conditions of the Regions Deposit Agreement. Accounts, loans and lines of credit are subject to credit approval. Per-item fee applies if transaction limit is exceeded. Minimum account opening deposit required and varies by account.

<sup>1</sup> Regions will waive the balance requirements for service charges for the first year the account is opened. After the first year, standard balance requirements apply. These are limited transaction accounts. Transfers or withdrawals in excess of the stated limitation may incur an excessive withdrawal fee. See individual account disclosures for details.

<sup>2</sup> Signature purchases are any Point of Sale, Internet, telephone or Bill Payment purchase made without using your PIN. Do not use a Personal Identification Number (PIN) when paying for purchases if you want to earn 1% cash back for such purchases. 1% cash back is limited to \$50 per month for the first three months of account opening.

<sup>3</sup> Excludes deposit slips and 3-to-page checks. Must call Harland Business Solutions at 1-877-275-4427 to receive discount.

<sup>4</sup> Safe deposit boxes are 5" by 10" or smaller and subject to availability.

<sup>5</sup> Credit card program administered by FIA Card Services, N.A. Subject to credit approval.

<sup>6</sup> Not available in all areas, subject to state guidelines.

<sup>7</sup> Merchant Services are provided by KMS.

## Addendum to Pricing Schedule for Business Checking, Money Market, & Savings Accounts

### FDIC Transaction Account Guarantee Program

#### Business Interest Checking – FDIC

(Effective April 24, 2009)

This Addendum supplements and constitutes a part of the Business Checking, Money Market, & Savings Accounts Pricing Schedule (Effective April 24, 2009).

The Business Interest Checking – FDIC account is designed to qualify for coverage under the FDIC's Transaction Account Guarantee Program (TAGP). All terms, provisions, and conditions applicable to the standard Business Interest Checking account also apply to the Business Interest Checking – FDIC account, except that:

- Through December 31, 2009 (the "TAGP Period"), the interest rate on the Business Interest Checking – FDIC account will not exceed 0.50%.
- During the TAGP Period, the interest tiers for the Business Interest Checking – FDIC account are:

<b>Business Interest Checking – FDIC</b>	
<b>Balance Tiers</b>	
\$250,000 +	
\$100,000 – \$249,999	
\$50,000 – \$99,999	
\$10,000 – \$49,999	
\$0 – \$9,999	

- Upon the expiration of the TAGP Period, the Business Interest Checking – FDIC account automatically will convert to the standard Business Interest Checking account and will be subject to all terms, provisions, and conditions thereof, including interest and interest tier terms.

## Schedule of Fees for Commercial/Business Banking Analyzed Depository Services (Effective April 24, 2009)

### Analysis Pricing – Georgia

Regions determines the service charges for non interest-bearing Commercial/Business Banking checking accounts through Account Analysis. Analysis allows a “credit” or earnings allowance to be earned based on the balance in the account. With this earnings allowance, the service charge can be partially or fully offset. The overdraft interest may be calculated at the account level rather than at the group level.

### Analysis 3-Step Process

- The earnings allowance is calculated using the earnings credit rate and the positive portion of the average monthly collected balance, less 10% reserves/analysis assessment. The earnings credit rate is management-set and subject to change.
- Service charges are totaled, which include a monthly maintenance fee, activity fees and may also include an FDIC fee and interest charged for the use of uncollected funds (Overdraft Interest/Negative Collected Balance-Interest).
- Total service charges are then subtracted from the earnings allowance to determine the net charge for services. If the earnings allowance exceeds total charges, there will be no service charge, other than explicit fees.

Please contact a Regions representative if you have any questions regarding the calculation or assessment of any of our service charges.

### Service Charges

Monthly Maintenance Fee per Account .....	\$18.00
Per Checks Paid/Debit .....	\$0.18
Per Deposit/Credit .....	\$0.50
Per Electronic Debit .....	\$0.16
Per Electronic Credit .....	\$0.35
Per Item Deposited:	
On Us .....	\$0.10
Local .....	\$0.10
Regional.....	\$0.11
Other Fed.....	\$0.11

**FDIC FEE.** The account may be subject to an FDIC fee based on current FDIC regulation.

**Overdraft Interest/Negative Collected Balance-Interest.** Accounts using uncollected funds to clear checks/debits are charged interest at a rate above Regions’ prime, set by management and subject to change.

### Miscellaneous Charges

Any of these miscellaneous charges, if incurred, can be charged, at our discretion, to the analysis charges or directly to the account. Additional charges may apply for specialized services not listed.

### Miscellaneous Charges:

Paid Overdraft Item Fee .....	\$36.00*
Returned Item Fee .....	\$36.00*
Stop Payment (Per Item/Direct Charge).....	\$36.00
Range Stop Payment/Special Paying Instructions .....	\$36.00
Internal/Telephone Transfer .....	\$7.00
Excess Activity (Investment Accounts).....	\$15.00
Audit Confirmation Fee .....	\$30.00
Cashier’s Check .....	\$7.00
Money Order .....	\$5.00

**Wire Transfer (Domestic):**

Outgoing Standard.....	\$19.00
Outgoing Repetitive .....	\$18.00
Incoming Standard .....	\$12.00
Internal Transfers .....	\$5.00
Telephone Notification.....	\$5.00
Fax Notification .....	\$3.50
Automatic Standing Transfer .....	\$10.00

**Return Items:**

Return Items .....	\$8.00
Return Items – Special Handling .....	\$8.00
Redeposits .....	\$7.00

**Statement Fees:**

Statement Copy .....	\$5.00
Additional Statement Mailing.....	\$7.50
Hold Statement.....	\$7.50

**Collection Item Fees:**

Bonds – Per Issue .....	\$15.00
Automated Draft Deposit .....	\$20.00
Collection Incoming.....	\$20.00

**Research Services:**

Item Copy .....	\$5.00
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**Branch Vault Services:**

Branch Cash Order:	
– Per Standing Order.....	\$6.00
– Per Special Order .....	\$7.00
– Per Roll .....	\$0.16
– Per Strap.....	\$0.53
Branch Deposit:	
– Per \$100/Standard .....	\$0.17
– Branch Deposit Coin per Box .....	\$6.00

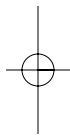
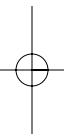
**Vault Cash Orders:**

Per Order .....	\$4.00
Per Roll .....	\$0.13
Per Box.....	\$5.00
Per Strap .....	\$0.50

**Vault Deposits:**

Per \$100/Standard .....	\$0.15
Coin Per Envelope .....	\$2.00
Coin per Bag: Standard .....	\$3.00
Coin per Bag: Nonstandard .....	\$5.00
Notification via Mail .....	\$6.00
Notification via Phone .....	\$7.00
Notification via Fax .....	\$5.00
Error Correction.....	\$3.50

\*A Paid Overdraft Item Fee or a Returned Item Fee may be created by any debit activity that does or would cause your account to become overdrawn, whether such debit is made by check, in-person, withdrawal, ATM withdrawal, CheckCard transaction, or withdrawal by any other manual or electronic means whatsoever.



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