

Notice to Regions Bank Deposit Account Customers

This notice sets forth amendments to the Regions Bank Deposit Agreement (CS1004 07/20). Except as otherwise noted, the amendments are effective immediately. All terms, conditions and provisions of the Deposit Agreement that are not expressly amended by this notice remain in effect and have not changed.

The last sentence of the second paragraph of Subsection 3, entitled “Deposits; Deposit Of Substitute Checks,” of SECTION I: AGREEMENT FOR DEPOSIT ACCOUNTS is superseded and replaced by the following text:

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 our exchange rate in effect at the time of conversion to United States Currency pursuant to our policies and procedures. Funds from an item denominated in foreign currency will be made available upon final payment of the item by the drawee. Exchange rates may fluctuate significantly in a short period of time. You bear all exchange risk related to deposits of foreign currency and items denominated in foreign currency.

Effective May 5, 2021, for accounts maintained at Regions Bank branches in Georgia (except Columbus, Georgia), North Carolina, and South Carolina, and effective July 14, 2021, for accounts maintained at all other Regions Bank branches, the third paragraph of Subsection 7, entitled “Keeping Track Of Your Transactions; Posting And Payment Of Transactions; Limits On Withdrawal; Cashing Checks For Third Parties,” of SECTION I: AGREEMENT FOR DEPOSIT ACCOUNTS is superseded and replaced by the following paragraph:

Without limiting our discretion in the choice of transaction processing methods and protocols, and without limiting our right to change such methods and protocols without notice to you, you acknowledge that we may use the following general processing methodology to post transactions to your account:

PERSONAL ACCOUNTS (INCLUDING ALL ACCOUNTS CLASSIFIED AS PERSONAL DEPOSIT PRODUCTS ON OUR DEPOSIT SYSTEM)

1. We start with the available balance in your account at the end of our business day.
2. We add available deposits and credits in the following order:
 - (i) Closing credits.
 - (ii) General deposit and credit transactions (e.g., wire transfers, deposits, ACH credits, etc.).
3. We subtract debits, payments, and withdrawals in the following order:
 - (i) Returned deposited items.
 - (ii) General debit/withdrawal transactions (e.g., wire transfers, ACH debits, Zelle® payments, checks, etc.) in time order according to time stamps applied to the transactions by our processing systems. Different processing systems may use different logic for setting and applying time stamps, but time stamps generally are based on the time when the processing system receives or recognizes a transaction and may not correspond to the time when you initiate, execute, deliver, submit, or authorize a transaction. If our processing system for some reason does not apply a time stamp to a transaction, the transaction will be assigned a default end-of-day time stamp and will post after all other general debit/withdrawal transactions. In the event multiple debit/withdrawal transactions have the same time stamp (including multiple transactions with the default end-of-day time stamp), electronic items will post before paper items, electronic items with the same time stamp will post in low to high transaction amount, and checks with the same time stamp will post in ascending check number order.
 - (iii) Closing withdrawal.
 - (iv) Fees generated from our deposit systems.

NON-PERSONAL ACCOUNTS (INCLUDING BUSINESS, COMMERCIAL, PUBLIC FUNDS, NOT-FOR-PROFIT, IOLTA/IOTA, AND OTHER NON-PERSONAL DEPOSIT PRODUCTS)

1. We start with the available balance in your account at the end of our business day.
2. We add available deposits and credits in the following order:
 - (i) Closing credits.
 - (ii) General deposit and credit transactions (e.g., wire transfers, deposits, ACH credits, etc.).
 - (iii) Non-personal credits generated from our commercial deposit systems.



3. We subtract debits, payments, and withdrawals in the following order:

- (i) ACH settlement.
- (ii) Returned deposited items.
- (iii) Non-personal debits generated from our commercial deposit systems.
- (iv) General debit/withdrawal transactions (e.g., wire transfers, ACH debits, checks, etc.) in time order according to time stamps applied to the transactions by our processing systems. Different processing systems may use different logic for setting and applying time stamps, but time stamps generally are based on the time when the processing system receives or recognizes a transaction and may not correspond to the time when you initiate, execute, deliver, submit, or authorize a transaction. However, all checks will ordinarily receive a time stamp of 11:00 p.m. Central Time. If our processing system for some reason does not apply a time stamp to a transaction, the transaction will be assigned a default end-of-day time stamp and will post after all other general debit/withdrawal transactions. In the event multiple debit/withdrawal transactions have the same time stamp (including multiple transactions with the default end-of-day time stamp), electronic items will post before paper items, electronic items with the same time stamp will post in low to high transaction amount, and checks with the same time stamp will post in ascending check number order.
- (v) Closing withdrawal.
- (vi) Fees generated from our commercial deposit systems.

With respect to any account, whether a transaction is posted on any given business day may depend on our receipt of the transaction before applicable cutoff times.

The following paragraph is added after the last paragraph of Subsection 17, entitled “Wire Transfers,” of SECTION I: AGREEMENT FOR DEPOSIT ACCOUNTS and shall constitute the new last paragraph of Subsection 17:

Unless we have otherwise expressly agreed with you in writing, if we receive a funds transfer denominated in foreign currency for credit to your account, we may, in our discretion, prior to or upon acceptance of the transaction, convert the transaction to the U.S. dollar equivalent at our exchange rate in effect at the time of conversion pursuant to our policies and procedures. Exchange rates may differ depending on the amount of the transaction. Exchange rates may fluctuate significantly in a short period of time. You bear all exchange risk related to funds transfers denominated in foreign currency.

The following paragraph is added after the last paragraph of Subsection 22, entitled “Stopping Payment; No Stopping Payment Of Bank Instruments,” of SECTION I: AGREEMENT FOR DEPOSIT ACCOUNTS and shall constitute the new last paragraph of Subsection 22:

We may permit you to attempt to stop payment on items other than Checks. You agree to be bound by and to comply with our rules and procedures, the rules and procedures of participating payment networks, processing systems, and clearing houses, and applicable law and regulation in the event we permit you to attempt to stop payment on such other items. Checks and other items that are subject to stop payment orders may reduce your available balance when they are presented against your account pending our return of such Checks and other items.

The following sentence is inserted between the fifth and sixth sentences of Subsection 31, entitled “Closing Your Account,” of SECTION I: AGREEMENT FOR DEPOSIT ACCOUNTS:

Alternatively, at our option and in our discretion, when we close your account we may transfer the balance of collected funds to another account of any owner of the closed account notwithstanding that the ownership of the closed account may not be identical to the ownership of such other account.

The following text is added as Subsection 56 of SECTION I: AGREEMENT FOR DEPOSIT ACCOUNTS:

56. Special Terms for Pass-Through Deposit Insurance Coverage. If you have opened a deposit account on behalf of the beneficial owner(s) of the funds in the account (for example as a trustee, agent, nominee, guardian, executor, custodian or funds held in some other capacity for the benefit of others), those beneficial owners may be eligible for “pass-through” insurance from the FDIC. This means the account could qualify for more than the standard maximum deposit insurance amount (currently \$250,000 per depositor in



the same ownership capacity). If the account has transactional features, you as the account holder must be able to provide a record of the interests of the beneficial owner(s) in accordance with the FDIC's requirements as specified below.

The FDIC has published a guide that describes the process to follow and the information you will need to provide in the event we fail. That information can be accessed on the FDIC's website at www.fdic.gov/deposit/deposits/brokers/part-370-appendix.html and www.fdic.gov/deposit/deposits/brokers/inputfilereq.html. In addition, the FDIC published an Addendum to the guide, section VIII, which is a good resource to understand the FDIC's alternative recordkeeping requirements for pass-through insurance. The Addendum sets forth the expectations of the FDIC for pass-through insurance coverage of any deposit accounts, including those with transactional features. The Addendum will provide information regarding the records you keep on the beneficial owners of the funds, identifying information for those owners, and the format in which to provide the records to the FDIC upon bank failure. You must be able to provide this information in a timely manner in order to receive payment for the insured amount of pass-through deposit insurance coverage as soon as possible. You will have an opportunity to validate the capability to deliver the required information in the appropriate format so that a timely calculation of deposit insurance coverage can be made; further instructions relating to this opportunity will be communicated at a later time.

You agree to cooperate fully with us and the FDIC in connection with determining the insured status of funds in such accounts at any time. In the event of a bank failure, you agree to provide the FDIC with the information described above in the required format within 24 hours of a bank failure. As soon as a receiver is appointed, a hold will be placed on your account and that hold will not be released until the FDIC determines that you have provided the necessary data to enable the FDIC to calculate the deposit insurance. You understand and agree that your failure to provide the necessary data to the FDIC may result in a delay in receipt of insured funds and may result in legal claims against you from the beneficial owners of the funds in the account. If you do not provide the required data, your account may be held or frozen until the information is received, which will cause a delay when the beneficial owners could receive funds. Despite other provisions in this Agreement, this section survives after a receiver is appointed for us, and the FDIC is considered a third-party beneficiary of this section.

