# CONSUMER AND BUSINESS DISCLOSURE PACKET

Effective September 2, 2024

Details and disclosures provided apply to your existing Queensborough accounts and any accounts opened prior to September 2, 2024.





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### **PRODUCT & FEE CHANGES**

After the system upgrade is completed on September 2, 2024, there will be some product changes. Those changes are outlined below. If you have any questions about the changes below, please reach out to your QNBT banker or call 1-855-QNBTNOW (1-855-762-8669).

# **Monthly Interest Accruals on Home Equity Lines of Credit**

Monthly interest accruals on Home Equity Lines of Credit will not be capitalized going forward. This means that your principal balance will not increase monthly due to monthly interest. If you have questions, please reach out to your banker.

# Loan, Credit Line, Checking, Savings, CD, & IRA Product Name Changes

Some Loan, Credit Line, Checking, Savings, CD, & IRA product names are changing. Terms are not changing. You may see the new product name in Online Banking. If you have questions, please reach out to your banker.

### **New Dormant Account Fee & New Escheatment Fee**

Dormant accounts are accounts that have had no activity in 12 months. The bank will charge a \$5 monthly Dormancy Fee, for a maximum of 12 months or \$60. After 5 years, the funds will be escheated to the Georgia Department of Revenue. Accounts will be assessed an Account Escheatment Fee of \$50 or the balance of the account, whichever is lessor, when the account is escheated, and the account will be closed.

### **Overdraft Services**

The following account types will now be eligible for Overdraft Privilege. Refer to the disclosures provided for more detail.

- Q Money Market
- Money Market Special
- Q Corporate MMDA
- · Money Market Special Business

### **Overdraft Protection Transfer Fee**

The ODP Transfer Fee is \$5. The fee will be assessed at the time of the transfer, instead of at the end of the month.

# **Excessive Withdrawal Fee**

The Excessive Withdrawal fee for Money Market & Savings accounts is \$5. The fee will be assessed at the time of the withdrawal, instead of at the end of the month.

### **General Account Information**

Checking and Savings accounts, with the exception of Cash Sweep and Health Savings Accounts, with \$0.00 balances for 60 days will automatically close.

# **Time Deposit and IRA Interest Checks**

Time Deposit and IRA Interest Checks will no longer be mailed monthly for amounts of \$10 and under but will instead be mailed the next month the interest accrual is greater than \$10. Combined interest checks will be mailed for customers whose Account Title and Interest Payment due date are the same. If you prefer your interest payments be transferred to your QNBT Checking or Savings account, contact your QNBT Banker at your convenience.

# **Monthly Account Statement Date Changes**

Monthly Account Statement dates may change:

- Statements will be created on the 10th of the month for Q Free Crown Checking, Q Crown Plus, & Q Student Accounts
- Statements will be created on the 20th of the month for Q NOW, NOW Plus Special, Q Works, Crown, Regular Checking, and Q Edge Checking Accounts.
- Statements will be created at the end of the month for Money Market, Health Savings, and Business Accounts.
- Statements will be created at quarter end for Savings accounts.

### **NOTICE OF CHANGE**

### CONSUMER ACCOUNT AGREEMENT AND DISCLOSURE

The following terms and provisions amend the Consumer Account Agreement that was previously provided to you, and are applicable to any existing account that you may have with the Bank and any account you may open in the future. These terms and provisions are added to and become part of the binding contractual agreement between you and Queensborough National Bank and Trust Company. You are encouraged to read these terms and provisions carefully. By continuing to use your account, you expressly consent and agree to these terms and provisions.

MANDATORY DISPUTE RESOLUTION PROVISION. You and the Bank agree to attempt to informally settle and resolve any and all disputes affecting your accounts which might arise under the Account Agreement. If you have any dispute, disagreement, question, or challenge to any action or inaction, whether intentional or inadvertent, that affects your accounts, the Bank's assessment of any fees or charges to your accounts, in any way, you must provide the Bank with written notice of such dispute, disagreement, question, or challenge within sixty (60) days of the first statement that is made available to you (whether you reviewed or read the statement or not) that evidences such dispute, disagreement, question, or challenge, contains the disputed fee or charge, or any other dispute. If the first statement was already provided to you at the time of this Notice of Change, then you must provide the required written notice within sixty (60) days of the date of this Notice of Change. PROVIDING THE WRITTEN NOTICE REQUIRED HEREIN AND ENGAGING IN THE INFORMAL DISPUTE RESOLUTION PROCESS CONTAINED HEREIN IS A PREREQUISITE FOR YOU TO BRING ANY LEGAL CLAIM OR CAUSE OF ACTION AGAINST THE BANK. IF YOU DO NOT PROVIDE SUCH WRITTEN NOTICE, THE BANK SHALL HAVE NO LIABILITY TO YOU FOR SUCH DISPUTE, DISAGREEMENT, QUESTION, OR CHALLENGE. OR FOR ANY FEES OR CHARGES THAT MAY BE SUBJECT TO A DISPUTE, DISAGREEMENT, QUESTION, OR CHALLENGE. This provision does not apply to the Bank's exercise of legal rights and remedies related to the enforcement and/or collection of indebtedness owed by you to the Bank or the exercise of any rights or remedies related to any collateral.

NOTICE OF BINDING ARBITRATION AGREEMENT. PLEASE READ EACH PROVISION OF THIS SECTION CAREFULLY, AS IT SETS FORTH THE LEGALLY BINDING TERMS AND CONDITIONS FOR YOUR USE OF THE SERVICES AND MUTUAL OBLIGATIONS CONTAINED WITHIN THE ACCOUNT AGREEMENT. If informal settlement of the dispute between you and the Bank cannot be made in accordance with the provisions herein, you and the Bank agree that any dispute affecting your accounts and/or services and arising out of or relating to this Agreement will be resolved by BINDING ARBITRATION administered by the American Arbitration Association in accordance with its Commercial Dispute Resolution Procedures and Supplementary Procedures for Consumer-Related Disputes. You and the Bank agree that such BINDING ARBITRATION shall be on an individual basis, and you agree that you will refrain from pursuing or joining any class or collective actions in conjunction with any other person for disputes or disagreements affecting your accounts and/or services and arising out of the Account Agreement, and further agree that your account shall not be considered to be part of any putative or certified class. You thus GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend your rights under this Agreement (EXCEPT for matters that may be taken to a SMALL CLAIMS COURT with jurisdiction over the matter). Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury. You are entitled to a FAIR HEARING. Arbitrator decisions are generally as enforceable as any court order and are subject to very limited review by a court. Arbitration shall take place in Jefferson County, Georgia, or in such other location that you and the Bank agree for the arbitration to take place. Please note that any debt or loan obligation you may have with us is not subject to this arbitration agreement unless expressly agreed to separately as a part of such other agreements or obligations. You have sixty (60) days from the date that this account agreement was provided to you to opt-out of the provisions of this arbitration agreement. If you elect to opt-out of the provisions of this arbitration agreement, you must send us a writing, which may be sent electronically or physically, notifying the Bank that you are electing to opt-out of arbitration. Failure to send the Bank a writing within sixty (60) days of this account agreement being provided to you will result in your agreement to these arbitration provisions.

TIME LIMITATION. YOU MAY NOT FILE A LEGAL ACTION, WHETHER SOUNDING IN TORT (EVEN IF DUE TO OUR NEGLIGENCE OR OTHER FAULT), CONTRACT, ARBITRATION, OR OTHERWISE, AGAINST THE BANK OR ANY OF THE BANK'S EMPLOYEES MORE THAN ONE YEAR AFTER THE CLAIM, CAUSE OF ACTION, OR OTHER LIABILITY AROSE, EVEN IF YOU DISCOVER THE CLAIM, CAUSE OF ACTION, OR OTHER LIABILITY AFTER ONE YEAR FROM WHEN IT AROSE.

### CONSUMER ACCOUNT AGREEMENT



**DEFINITIONS.** Throughout this Agreement, these terms have the following meaning:

- "You," "your," and "account owner" refer to the Customer whether or not there are one or more Customers named on the account.
- "We," "our," and "us" refer to the Bank, Queensborough National Bank & Trust Co.
- "Item" or "items," as defined by Article 4 of the Uniform Commercial Code (UCC), means an instrument or a promise or order to pay money handled by a financial institution for collection or payment. The term includes a check but does not include a payment order governed by Article 4A of the UCC or a credit or debit card slip.
- "Debit transactions," "debit," or "debits" refer to funds that are taken out of your account. Common types of debits may include: checks that you have written, ACH payments, wire transfers, PIN-based debit card transactions, and signature-based debit card transactions.
- "Credit transactions," "credit," or "credits" refer to deposits of funds into your account. Common types of credits include: cash deposits, direct deposits, check deposits, and ACH and wire transfers made payable to you. Credits are generally added to your account and are made available to you in accordance with our funds availability schedule.

**GENERAL AGREEMENT.** You understand that the following Account Agreement ("Agreement") governs your Checking account with us, along with any other documents applicable to your account, including any account opening Disclosures that have been provided to you, which are incorporated by reference. You understand that your account is also governed by applicable law.

The account opening Disclosures include the fees and charges applicable to the account, minimum balance requirements, and other pertinent information related to the account. The information found in any account opening Disclosures may change from time to time in our sole discretion. If the fees, charges, minimum balance requirements, or other items change in a manner that would adversely affect you, we will provide you with written notice 30 days prior to the change. By providing a written or electronic signature on the Account Information document or other agreement to open your account, or by using any of our deposit account services, you and any identified account owners agree to the terms contained in this Account Agreement.

**YOUR CHOICE OF ACCOUNT.** You have instructed us as to the title and type of the account that you have chosen. You acknowledge that it is your sole responsibility to determine the full legal effect of opening and maintaining the type of account you have chosen. We have not set forth all laws that may impact your chosen account. For example, there are conditions that may need to be satisfied before transferring accounts due to death or other events as well as reductions to an account required or permitted by law. You must determine whether the account you select is appropriate for your current and future needs. Except as required by law, we assume no legal responsibility to inform you as to the effect of your account choice on your legal interests.

**OWNERSHIP.** Refer to the Ownership Type document included in the Disclosure Packet for account ownership details.

**TRANSFERS AND ASSIGNMENTS.** We may assign or transfer any or all of our interest in this account. You cannot assign or transfer any interest in your account unless we agree in writing.

**POWER OF ATTORNEY.** If you wish to name another person to act as your attorney in fact or agent in connection with your account, we must approve the form of appointment.

**RESTRICTIVE LEGENDS.** We are not required to honor any restrictive legend on checks you write. Examples of restrictive legends are "two signatures required", "must be presented within 90 days" or "not valid for more than \$1,000.00."

**STALE OR POSTDATED CHECKS.** We reserve the right to pay or dishonor a check more than six (6) months old without prior notice to you. You agree not to postdate any check drawn on the account. If you do, and the check is presented for payment before the date of the check, we may pay it or return it unpaid. We are not liable for paying any stale or postdated check. Any damages you incur that we may be liable for are limited to actual damages not to exceed the amount of the check.

**PREAUTHORIZED CHECKS OR DRAFTS.** You should guard information about your account (such as your routing number and your account number) as carefully as you would guard blank checks. If you voluntarily give such information about your account to a party which is seeking to sell you goods or services, without physically delivering a check to that party, any debit to or withdrawal from your account it initiates will be deemed authorized by you.

**VERIFYING FUNDS AVAILABILITY FOR CHECK.** You authorize us to release funds availability information about your account to individuals or merchants who represent to us that they have received a check from you.

**CHECK SAFEKEEPING.** If you utilize a check safekeeping system or any other system offered by us for the retention of your checks, you understand that the canceled checks will be retained by us and destroyed after a reasonable time period or as required by

law. Any request for a copy of any check may be subject to a fee, as indicated in the SCHEDULE OF FEES or Disclosures and as allowed by law. If for any reason we cannot provide you with a copy of a check, our liability will be limited to the lesser of the face amount of the check or the actual damages sustained by you.

YOUR RESPONSIBILITY FOR BACK OF CHECK. All negotiable paper ("checks") presented for deposit must be in a format that can be processed and we may refuse to accept any check that does not meet this requirement. All endorsements on the reverse side of any check deposited into your account must be placed on the left side of the check when looking at it from the front, and the endorsements must be placed so as not to go beyond an area located 1-½ inches from the left edge of the check when looking at it from the front. It is your responsibility to ensure that these requirements are met and you are responsible for any loss incurred by us for failure of an endorsement to meet this requirement.

**ELECTRONIC CHECKS AND ELECTRONICALLY-CREATED ITEMS.** Pursuant to Regulation CC, electronic checks may be treated the same as paper checks for check collection and processing purposes. See the Substitute Checks section for more information.

Electronically-created items ("ECI") are check-like items created in electronic form that never existed in paper form. For example, you set up automatic bill payments with us to pay your utility bill. From your account information, we create an ECI that is sent to your utility company for payment. An ECI cannot be used to create a substitute check since it never existed in paper form.

**SUBSTITUTE CHECKS.** To make check processing faster, federal law permits financial institutions to replace original checks with "substitute checks." These substitute checks are similar in size to the 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. An electronic check can be used to create a substitute check since the electronic image and electronic information was derived from its paper form.

**REMOTE DEPOSIT CAPTURE.** Remote deposit capture ("RDC") allows you to make deposits to your account from remote locations by electronically transmitting digital images of your original paper checks, which are drawn on or payable through United States financial institutions in United States dollars to us. We may then use the digital image to create an electronic check or substitute check for collection. If you use our RDC services, if applicable, we may require you to endorse the back of the paper check to indicate that it has been remotely deposited. For example, "for mobile deposit only" or "for mobile deposit at Queensborough National Bank & Trust Co. only."

**REMOTELY CREATED CHECKS.** A remotely created check, as defined in Regulation CC, means a check that is not created by the paying bank and that does not bear a signature applied, or purported to be applied, by the person on whose account the check is drawn. By having a deposit account with us, you certify that all remotely created checks deposited to your account(s) will be expressly and verifiably authorized by the payer. And we reserve the rights to refuse for deposit any such remotely created check if we have any reason to believe that the check is fraudulent in any manner and to obtain from you the payer's express, verifiable authorization for any such check.

**WITHDRAWALS.** Deposits will be available for withdrawal consistent with the terms of the Disclosures. Withdrawals may be subject to a service charge.

**DEPOSITS.** Deposits may be made in person, by mail, or in another form and manner as agreed by us in our sole discretion. We are not responsible for transactions mailed until we actually receive and record them. We may in our sole discretion refuse to accept particular instruments as a deposit to your account. Cash deposits are credited to your account according to this Agreement. Other items you deposit are handled by us according to our usual collection practices. If an item you deposit is returned unpaid, we will debit your account for the item. You are liable to us for the amount of any check you deposit to your account that is returned unpaid and all costs and expenses related to the collection of all or part of such amount from you. Funds deposited to your account, excluding any Time Deposit accounts, are available in accordance with the Disclosures.

**COLLECTION OF DEPOSITED ITEMS.** In receiving items for deposit or collection, we act only as your agent and assume no responsibility beyond the exercise of ordinary care. All items are credited subject to final settlement in cash or credits. We shall have the right to forward items to correspondents including all Federal Reserve Banks, and we shall not be liable for default or neglect of said correspondents for loss in transit, nor shall any correspondent be liable except for its own negligence. You specifically authorize us or our correspondents to utilize Federal Reserve Banks to handle such items in accordance with provisions of Regulation J (12 CFR Part 210), as revised or amended from time to time by the Federal Reserve Board. In the event we are subject to local clearinghouse rules, you specifically authorize us to handle such items in accordance with the rules and regulations of the clearinghouse.

If we permit you to withdraw funds from your account before final settlement has been made for any deposited item, and final

settlement is not made, we have the right to charge your account or obtain a refund from you. In addition, we may charge back any deposited item at any time before final settlement for whatever reason. We shall not be liable for any damages resulting from the exercise of these rights. Except as may be attributable to our lack of good faith or failure to exercise ordinary care, we will not be liable for dishonor resulting from any reversal of credit, return of deposited items or for any damages resulting from any of those actions.

**STATEMENTS.** We will provide you with a periodic statement showing the account activity. The last address you supply us in writing will be deemed the proper address for mailing this statement to you. The account holder who receives this statement is the agent for his/her co-account holder(s) for purposes of receiving the statement and items. You must exercise reasonable care in reviewing your statement and reasonable promptness in notifying us of any discrepancies, such as alterations or forged or unauthorized signatures, even if by the same wrongdoer. Reasonable promptness will not exist if you fail to notify us within 30 days after we mail or otherwise make the statement available to you. If you fail to notify us of any discrepancies, with reasonable promptness, your right to assert such discrepancies will be barred or limited to the extent permitted by law. Additionally, you agree that we will not be liable for your forged or unauthorized signature or alteration on the face of the item reported to us after 30 days after we mail or otherwise make the statement or items available to you, and for any unauthorized endorsement or alteration on the back of the item reported to us after 180 days after we mail or otherwise make the statement or items available to you, even if we failed to exercise ordinary care. However, if the discrepancy is the result of an electronic fund transfer, the provisions of the Disclosures will control its resolution. If you do not receive a statement from us because you have failed to claim it or have supplied us with an incorrect address, we may stop sending your statements until you specifically make written request that we resume sending your statements and you supply us with a proper address.

**ELECTRONIC STATEMENTS AND NOTICES.** You may have the option to have statements and notices regarding this account provided to you in an electronic form, including to a designated e-mail address, through an online banking portal, or other electronic method, upon your authorization. The authorization may be withdrawn at any time to return to a mailed paper form by providing written notice to us at the address provided. The fees for receiving in either form, and for receiving paper copies, are described in your Disclosures.

**ACH AND WIRE TRANSFERS.** This Agreement is subject to Article 4A of the Uniform Commercial Code - Funds Transfers as adopted in the state of Georgia. If you send or receive a wire transfer, you agree that Fedwire® Funds Service may be used. Federal Reserve Board Regulation J is the law that covers transactions made over Fedwire® Funds Service. When you originate a funds transfer for which Fedwire® Funds Service is used, and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named.

If you are a party to an Automated Clearing House ("ACH") entry, you agree that we may transmit an entry through the ACH, and you agree to be bound by the National Automated Clearing House Association ("Nacha") Operating Rules and Guidelines, the rules of any local ACH, and the rules of any other systems through which the entry is made.

**PROVISIONAL PAYMENT.** Credit we give you is provisional until we receive final settlement for that entry. If we do not receive final settlement, you agree that we are entitled to a refund of the amount credited to you in connection with the entry, and the party making payment to you via such entry (i.e., the originator of the entry) shall not be deemed to have paid you in the amount of such entry.

**INTERNATIONAL ACH TRANSACTIONS.** If your transaction originates from a financial agency that is outside of the territorial jurisdiction of the United States, it may be subject to additional review for compliance with the rules of the Office of Foreign Assets Control (OFAC). If additional review is required, the International ACH transaction will not be available to you until it passes final verification.

**NOTICE OF RECEIPT.** We will not provide you with notice of our receipt of the order, unless we are so requested by the transfer originator in the order. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you.

**CHOICE OF LAW.** We may accept on your behalf payments to your account which have been transmitted, that are not subject to the Electronic Fund Transfer Act, and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state where we are located.

### STOP PAYMENTS.

**STOP PAYMENT ON CHECKS.** You may stop payment on a check drawn against your account by a record or written order or other confirmation as allowed by us, provided that we receive the Stop Payment Order in a time and manner that gives

us a reasonable opportunity to act on it. The Stop Payment Order must describe the check or account with reasonable certainty. Oral requests for a Stop Payment Order are binding on us for 14 calendar days only and must be confirmed by you in a record or writing within that period. If the record or written confirmation is not received as specified, we will no longer be bound by your request. Upon receipt of confirmation in a record or writing, a Stop Payment Order on a check remains in effect for six months or until we receive a record or writing revoking the Stop Payment Order, whichever occurs first. If the check on which a Stop Payment Order has been placed has not cleared or been returned to you by the payee, you may renew the Stop Payment Order for an additional six months by providing a request to us in a record or writing within the time period the Stop Payment Order is in effect. You understand that we may accept the Stop Payment Order request from any of the authorized signers of the account regardless of who signed the check.

We have a daily cutoff time by which we must receive any knowledge, notice, Stop Payment Order, set-off or legal process affecting our right or duty to pay a check. That cutoff time is one hour after the opening of your branch's banking day, following the banking day on which your branch received the check.

STOP PAYMENT ON ACH DEBITS. A Stop Payment Order may be placed on either a one-time debit transfer or on a multiple debit entry transfer. If you request a Stop Payment Order on an Electronic Check Conversion or other one-time debit transfer, we must receive the request, orally or in a record or writing, in a period of time that provides us a reasonable opportunity to act on it prior to acting on the debit entry, otherwise the Stop Payment Order shall be of no effect. If you requested a stop payment on a multiple debit entry transfer, we must receive the Stop Payment Order, orally or in a record or writing, at least three business days before a scheduled multiple debit entry. Oral stop payment orders are binding on us for 14 calendar days only and must be confirmed by you in a record or writing within that period. A Stop Payment Order on an ACH debit will remain in effect until the earlier of 1) your withdrawal of the Stop Payment Order, or 2) the return of the debit entry, or, where a Stop Payment Order is applied to more than one debit entry under a specific authorization involving a specific payee (Originator), the return of all such debits. When a stop is placed on a multiple debit entry transfer, we may require your confirmation in a record or writing stating that you have canceled your authorization for the transfer with the payee (a Stop Payment Order does not revoke authorization).

The Stop Payment Order shall be governed by the provisions of the Uniform Commercial Code 4A in effect in the state in which we are located, the Electronic Fund Transfer Act (Regulation E), Nacha Operating Rules, and any applicable state law.

You may be charged a fee every time you request a Stop Payment Order, and for each Stop Payment Order renewal you make. A release of the Stop Payment Order may be made by the person who initiated the stop payment request or any of the authorized signers on the account. Our acceptance of a stop payment request does not constitute a representation by us that the item has not already been paid or that we have had a reasonable opportunity to act on the request.

**DEATH OR INCOMPETENCY.** Neither your death nor a legal adjudication of incompetence revokes our authority to accept, pay, or collect items until we know of the fact of death or of an adjudication of incompetence and have a reasonable opportunity to act on it. To the extent permitted by law, even with knowledge, we may for 10 days after the date of death, pay checks drawn on or before the date of death unless ordered to stop payment by a person claiming an interest in the account.

### NON-SUFFICIENT FUNDS AND OVERDRAFTS - AVAILABLE BALANCE.

**HOW WE DECIDE TO PAY AN ITEM OR DEBIT.** We use an available balance method to determine if there are sufficient funds in your account to pay an item or debit transaction. The available balance reflects deposits and transactions that have been posted to your account, such as checks you have written, and transactions that have been authorized but not yet posted to your account, including deposit holds and holds on debit card transactions that have been authorized but not yet posted (i.e., preauthorization holds). These pending transactions and holds reduce your available balance. For example, you have \$100 in your account and a pending transaction of \$30. Your available balance is \$70 because the pending \$30 transaction reduces your available account balance.

**HOW WE ASSESS FEES.** If there are insufficient funds to pay a debit transaction or item based on your available balance, we may either: 1) return the debit or item or 2) pay the debit or item at our discretion. We may charge you fees if we return the debit or item or pay the debit or item on your behalf.

**RETURN ITEM FOR NON-SUFFICIENT FUNDS.** If we do not pay the debit transaction or item on your behalf and return the debit or item, we may charge you non-sufficient funds fee. Pursuant to Nacha Operating Rules and Guidelines and other applicable laws, a debit or item may be presented for payment more than one time.

**OVERDRAFTS.** If we pay the debit transaction or item on your behalf, you will be responsible for the overdrawn balance, and we may charge you overdraft fees. As discussed above, subsequent pending transactions and holds impact your available balance, which may cause your account to become overdrawn and subject to overdraft fees.

For example, you have \$100 in your account. You use your debit card at a gas station and a preauthorization hold of \$60 is placed on your account because the amount of the transaction is not known at the time of authorization even though your gas was only \$50. The authorization hold reduces your available account balance to \$40. You then spend \$50 on groceries. If we pay this debit on your behalf, you will be responsible for paying the overdrawn balance, and we may charge you overdraft fees.

**PROCESSING ORDER.** We will process debit and credit transactions in accordance with our Consumer Processing Order Policy. The Consumer Processing Order Policy is made part of this agreement herein. The processing order of these debits and credits is important because if your account balance has insufficient funds to pay for them in the order that they are processed, we may charge you non-sufficient funds fees if we return the debit or charge you overdraft fees if we pay the debit on your behalf.

**SIGNATURES.** Your signature on the Account Information document is your authorized signature. You authorize us, at any time, to charge you for all checks, drafts, orders, or other items for the payment of money, that are drawn on us regardless of by whom or by what means your signature may have been affixed so long as the signature resembles the signature specimen in our files. For withdrawal and other purposes relating to any account you have with us, we are authorized to recognize your signature; and we will not be liable to you for refusing to honor signed instruments or instructions if we believe in good faith that one or more of the signatures appearing on the instrument or instructions is not genuine.

Further, most checks, and other items are processed automatically, i.e., without individual review of each item. Therefore, unless we agree in a separate writing, in our sole discretion, upon your request and due to unique circumstances to conduct individual review of each item, you agree that we are acting within common and reasonable banking practices by automatically processing checks, and other items, i.e., without individual review of each check, or item. You agree to indemnify, defend, and hold us harmless from and against all loss, costs, damage, liability, and other injury (including reasonable attorney fees) that you or we may suffer or incur as a result of this practice.

**FEES, SERVICE CHARGES AND BALANCE REQUIREMENTS.** You agree to pay us and are responsible for any fees, charges or balance/deposit requirements as provided in the Disclosures provided to you at the time you opened the account. Fees, charges and balance requirements may change from time to time. We also reserve the right to impose a service charge for cashing checks drawn on your account if the person cashing the check is not a customer of this Bank.

**SET-OFFS AND SECURITY INTEREST.** If you ever owe us money as a borrower, guarantor, or otherwise, and it becomes due, we have the right under the law (called "set-off") and under this Agreement (by which you grant us a security interest in your deposit account and any other accounts held by you) to use your account funds to pay the debt, where permitted by law. If your account is held jointly, that is, if there is more than one account owner, we may offset funds for the debt of any one of the joint owners. Similarly, we may also set-off funds from the individual accounts of any one of the joint owners to satisfy obligations or debts in the joint account. The security interest granted by this Agreement is consensual and is in addition to our right of set-off.

**CLAIMS.** In response to any garnishment, attachment, restraining order, injunction, levy, citation to discover assets, judgment, reclamation, other order of court or other legal process ("Claim(s)"), we have the right to place a hold on, remove from your account(s) and/or remit to the designated third-party(ies) any amount on deposit in your account(s) as set forth in and required by such Claim(s). If the account(s) is/are held jointly, we may place the hold, remove from the account(s) and/or remit the amounts from the account(s) arising from any Claim(s) relating to any one or more of the account holders. In addition, we may charge against your account(s) any fee authorized by law in connection with the Claim(s) or as otherwise set forth in the Disclosures.

**DORMANT/INACTIVE ACCOUNTS.** You understand that if your account is dormant or inactive, we may charge fees specified in the Disclosures to the extent permitted by the law. You agree that we are relieved of all responsibility if your account balance is escheated (that is, turned over to the state) in accordance with state law.

**ATTORNEYS' FEES AND EXPENSES.** You agree to be liable to us for any loss, costs or expenses, including reasonable attorneys' fees to the extent permitted by law, that we incur as a result of any dispute involving your account, and you authorize us to deduct any such loss, costs or expense from your account without prior notice to you. This obligation includes disputes between yourself and us involving the account and situations where we become involved in disputes between you and an authorized signer, another joint owner, or a third party claiming an interest in the account. It also includes situations where you, an authorized signer, another joint owner, or a third party takes action with respect to the account that causes us, in good faith, to seek the advice of counsel, whether or not we actually become involved in a dispute.

**LEGAL PROCESS AGAINST ACCOUNT.** You agree to be responsible for, to reimburse us, and/or have your account charged for any expenses or reasonable attorney fees we incur due to an attachment, garnishment, levy or subpoena of records of your account.

Any garnishment or other levy against your account is subject to our right of set-off and security interest. We may restrict the use of your account if it is involved in any legal proceeding.

**CLOSING ACCOUNT.** We may close the account at any time, with or without cause, after sending you notice if advance notice is required by law. If applicable, a notice may be sent to you that specifies when the account will be closed. At our discretion, we have the authority to pay an otherwise properly payable check, which is presented after the closing of your account. Such a termination will not release you from any fees or other obligations incurred before the termination. We will send a check for the balance in our possession to which you are entitled.

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

**YOUR WAIVER OF NOTICE.** By signing the Account Information form, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your deposit account to the extent permitted by law. For example, if a check that you deposited is dishonored and returned to us, we are not required to notify you of the dishonor.

**NOTICE.** You are responsible for notifying us of any address or name changes, death of an account holder, or other information affecting your account. Notices must be in a form and manner acceptable to us with enough information to allow us to identify the account. Notice sent by you to us is not effective until we have received it and have had a reasonable opportunity to act upon it. Written notice sent by us to you is effective when mailed to the last address supplied.

**TELEPHONE AND ELECTRONIC COMMUNICATION.** You agree that we may call or send text messages to you at the telephone numbers that you provide to us, including a cell phone number, which may result in charges to you, for informational purposes regarding your account(s) with us. These calls and text messages may be made from an automatic telephone dialing system (i.e., an autodialer) or from an artificial or prerecorded voice message system. Additionally, you agree that we may send electronic communication to you at the email addresses you provide to us. You may contact us at any time if you no longer want to receive these communications from us. You also agree that we may monitor and record telephone and electronic communications that affect your account(s) with us to the extent permitted by law. We need not provide further notice to you or receive additional approval.

**ONLINE OR MOBILE SERVICES.** If you open an account or obtain a product or service from us using our online or mobile services, we may record your personal information from a scan or a copy of your driver's license or other personal identification card, or we may receive an image or make a copy of your driver's license or other personal identification card. We may store or retain this information to the extent permitted by law.

**AMENDMENTS AND ALTERATIONS.** Except as prohibited by law, we may amend this Agreement by adding, removing, or changing terms at any time. We will notify you of amendments as required by applicable law. Your continued use of the account evidences your agreement to any amendments. Notices will be sent to the most recent address shown on the account records. Only one notice will be given in the case of joint account holders.

**EFFECTIVE APPLICABLE LAWS AND REGULATIONS.** You understand that this Agreement is governed by the laws of Georgia, except to the extent that federal law is controlling. Changes in these laws and regulations may modify the terms and conditions of your account(s). We do not have to notify you of these changes, unless required to do so by law. If any of the terms of this Agreement come into conflict with the applicable law and are declared to be invalid or unenforceable, those terms will be nullified to the extent that they are inconsistent with the law and the applicable law will govern. However, this shall not affect the validity of the remaining provisions.

### NOTICE OF POTENTIAL DISCLOSURE OF NEGATIVE INFORMATION TO CONSUMER REPORTING AGENCIES

This notice is being furnished pursuant to the Fair Credit Reporting Act (15 U.S.C. 1681) as amended by the Fair and Accurate Credit Transactions Act of 2003 (FACT Act).

### **NOTICE**

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

### NOTICE OF CHANGE

### COMMERCIAL ACCOUNT AGREEMENT AND DISCLOSURE

The following terms and provisions amend the Commercial Account Agreement that was previously provided to you, and are applicable to any existing account that you may have with the Bank and any account you may open in the future. These terms and provisions are added to and become part of the binding contractual agreement between you and Queensborough National Bank and Trust Company. You are encouraged to read these terms and provisions carefully. By continuing to use your account, you expressly consent and agree to these terms and provisions.

MANDATORY DISPUTE RESOLUTION PROVISION. You and the Bank agree to attempt to informally settle and resolve any and all disputes affecting your accounts which might arise under the Account Agreement. If you have any dispute, disagreement, question, or challenge to any action or inaction, whether intentional or inadvertent, that affects your accounts, the Bank's assessment of any fees or charges to your accounts, in any way, you must provide the Bank with written notice of such dispute, disagreement, question, or challenge within sixty (60) days of the first statement that is made available to you (whether you reviewed or read the statement or not) that evidences such dispute, disagreement, question, or challenge, contains the disputed fee or charge, or any other dispute. If the first statement was already provided to you at the time of this Notice of Change, then you must provide the required written notice within sixty (60) days of the date of this Notice of Change. PROVIDING THE WRITTEN NOTICE REQUIRED HEREIN AND ENGAGING IN THE INFORMAL DISPUTE RESOLUTION PROCESS CONTAINED HEREIN IS A PREREQUISITE FOR YOU TO BRING ANY LEGAL CLAIM OR CAUSE OF ACTION AGAINST THE BANK. IF YOU DO NOT PROVIDE SUCH WRITTEN NOTICE, THE BANK SHALL HAVE NO LIABILITY TO YOU FOR SUCH DISPUTE, DISAGREEMENT, QUESTION, OR CHALLENGE. OR FOR ANY FEES OR CHARGES THAT MAY BE SUBJECT TO A DISPUTE, DISAGREEMENT, QUESTION, OR CHALLENGE. This provision does not apply to the Bank's exercise of legal rights and remedies related to the enforcement and/or collection of indebtedness owed by you to the Bank or the exercise of any rights or remedies related to any collateral.

NOTICE OF BINDING ARBITRATION AGREEMENT. PLEASE READ EACH PROVISION OF THIS SECTION CAREFULLY, AS IT SETS FORTH THE LEGALLY BINDING TERMS AND CONDITIONS FOR YOUR USE OF THE SERVICES AND MUTUAL OBLIGATIONS CONTAINED WITHIN THE ACCOUNT AGREEMENT. If informal settlement of the dispute between you and the Bank cannot be made in accordance with the provisions herein, you and the Bank agree that any dispute affecting your accounts and/or services and arising out of or relating to this Agreement will be resolved by BINDING ARBITRATION administered by the American Arbitration Association in accordance with its Commercial Dispute Resolution Procedures and Supplementary Procedures for Consumer-Related Disputes. You and the Bank agree that such BINDING ARBITRATION shall be on an individual basis, and you agree that you will refrain from pursuing or joining any class or collective actions in conjunction with any other person for disputes or disagreements affecting your accounts and/or services and arising out of the Account Agreement, and further agree that your account shall not be considered to be part of any putative or certified class. You thus GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend your rights under this Agreement (EXCEPT for matters that may be taken to a SMALL CLAIMS COURT with jurisdiction over the matter). Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury. You are entitled to a FAIR HEARING. Arbitrator decisions are generally as enforceable as any court order and are subject to very limited review by a court. Arbitration shall take place in Jefferson County, Georgia, or in such other location that you and the Bank agree for the arbitration to take place. Please note that any debt or loan obligation you may have with us is not subject to this arbitration agreement unless expressly agreed to separately as a part of such other agreements or obligations. You have sixty (60) days from the date that this account agreement was provided to you to opt-out of the provisions of this arbitration agreement. If you elect to opt-out of the provisions of this arbitration agreement, you must send us a writing, which may be sent electronically or physically, notifying the Bank that you are electing to opt-out of arbitration. Failure to send the Bank a writing within sixty (60) days of this account agreement being provided to you will result in your agreement to these arbitration provisions.

TIME LIMITATION. YOU MAY NOT FILE A LEGAL ACTION, WHETHER SOUNDING IN TORT (EVEN IF DUE TO OUR NEGLIGENCE OR OTHER FAULT), CONTRACT, ARBITRATION, OR OTHERWISE, AGAINST THE BANK OR ANY OF THE BANK'S EMPLOYEES MORE THAN ONE YEAR AFTER THE CLAIM, CAUSE OF ACTION, OR OTHER LIABILITY AROSE, EVEN IF YOU DISCOVER THE CLAIM, CAUSE OF ACTION, OR OTHER LIABILITY AFTER ONE YEAR FROM WHEN IT AROSE.

### COMMERCIAL ACCOUNT AGREEMENT



**DEFINITIONS.** Throughout this Agreement, these terms have the following meaning:

- "You," "your," "account owner," and "party" refer to the Customer named on the account. "We," "our," and "us" refer to the Bank, Queensborough National Bank & Trust Co..
- "Item" or "items," as defined by Article 4 of the Uniform Commercial Code (UCC), means an instrument or a promise or order to pay money handled by a financial institution for collection or payment. The term includes a check but does not include a payment order governed by Article 4A of the UCC or a credit or debit card slip.
- "Debit transactions," "debit," or "debits" refer to funds that are taken out of your account. Common types of debits may include: checks that you have written, ACH payments, wire transfers, PIN-based debit card transactions, and signaturebased debit card transactions.
- "Credit transactions," "credit," or "credits" refer to deposits of funds into your account. Common types of credits include: cash deposits, direct deposits, check deposits, and ACH and wire transfers made payable to you. Credits are generally added to your account and are made available to you in accordance with our funds availability schedule.

GENERAL AGREEMENT. You understand that the following Account Agreement ("Agreement") governs your Checking account with us, along with any other documents applicable to your account, including any account opening Disclosures that have been provided to you, which are incorporated by reference. You understand that your account is also governed by applicable law. The information found in any account opening Disclosures may change from time to time in our sole discretion. If the fees, charges, minimum balance requirements, or other items change in a manner that would adversely affect you, we will provide you with written notice prior to the change. By providing a written or electronic signature on the Account Information document or other agreement to open your account, or by using any of our deposit account services, you and any identified account owners agree to the terms contained in this Account Agreement.

YOUR CHOICE OF ACCOUNT. You have instructed us as to the title and type of the account that you have chosen. You acknowledge that it is your sole responsibility to determine the full legal effect of opening and maintaining the type of account you have chosen. We have not set forth all laws that may impact your chosen account. You must determine whether the account you select is appropriate for your current and future needs. Except as required by law, we assume no legal responsibility to inform you as to the effect of your account choice on your legal interests.

BUSINESS ACCOUNTS. Business accounts are those established by any partnership, corporation, association or other entity operated on a for-profit basis; all corporations and associations operated on a not-for-profit-basis; and any individual who intends to use the account for carrying on a trade or business. We reserve the right to require separate written authorization, in a form acceptable to us, telling us who is authorized to act on your behalf. We are authorized to follow the directions of a person designated as having authority to act on the entity's behalf until we receive written notice that the authority has been terminated and have had a reasonable time to act upon that notice.

**OWNERSHIP.** Refer to the Ownership Type document included in the Disclosure Packet for account ownership details.

ADDITIONAL DOCUMENTS TO OPEN ACCOUNT. You agree to supply us with a copy of any chartering document, Operating Agreement, or related documents requested by us.

ESCROW, TRUST, FIDUCIARY AND CUSTODIAL ACCOUNTS. When your account is set up as an escrow account, trust account, fiduciary account or custodial account, it is your sole responsibility to determine the legal effects of opening and maintaining an account of this nature. We have no obligation to act as trustee or to inquire into your powers or responsibilities over this account. We reserve the right to require the documentation necessary under applicable law to establish, maintain, manage, and close this account. There may be additional terms and conditions that apply to this account that are governed by a separate agreement.

TRANSFERS AND ASSIGNMENTS. We may assign or transfer any or all of our interest in this account. You cannot assign or transfer any interest in your account unless we agree in writing.

RESTRICTIVE LEGENDS. We are not required to honor any restrictive legend on checks you write. Examples of restrictive legends are "two signatures required", "must be presented within 90 days" or "not valid for more than \$1,000.00."

STALE OR POSTDATED CHECKS. We reserve the right to pay or dishonor a check more than six (6) months old without prior notice to you. You agree not to postdate any check drawn on the account. If you do, and the check is presented for payment before the date of the check, we may pay it or return it unpaid. We are not liable for paying any stale or postdated check. Any damages you incur that we may be liable for are limited to actual damages not to exceed the amount of the check.

PREAUTHORIZED CHECKS OR DRAFTS. You should guard information about your account (such as your routing number and your account number) as carefully as you would guard blank checks. If you voluntarily give such information about your account to a

party which is seeking to sell you goods or services, without physically delivering a check to that party, any debit to or withdrawal from your account it initiates will be deemed authorized by you.

**VERIFYING FUNDS AVAILABILITY FOR CHECK.** You authorize us to release funds availability information about your account to individuals or merchants who represent to us that they have received a check from you.

**CHECK SAFEKEEPING.** If you utilize a check safekeeping system or any other system offered by us for the retention of your checks, you understand that the canceled checks will be retained by us and destroyed after a reasonable time period or as required by law. Any request for a copy of any check may be subject to a fee, as indicated in the SCHEDULE OF FEES or Disclosures and as allowed by law. If for any reason we cannot provide you with a copy of a check, our liability will be limited to the lesser of the face amount of the check or the actual damages sustained by you.

YOUR RESPONSIBILITY FOR BACK OF CHECK. All negotiable paper ("checks") presented for deposit must be in a format that can be processed and we may refuse to accept any check that does not meet this requirement. All endorsements on the reverse side of any check deposited into your account must be placed on the left side of the check when looking at it from the front, and the endorsements must be placed so as not to go beyond an area located 1-½ inches from the left edge of the check when looking at it from the front. It is your responsibility to ensure that these requirements are met and you are responsible for any loss incurred by us for failure of an endorsement to meet this requirement.

**ELECTRONIC CHECKS AND ELECTRONICALLY-CREATED ITEMS.** Pursuant to Regulation CC, electronic checks may be treated the same as paper checks for check collection and processing purposes. See the Substitute Checks section for more information.

Electronically-created items ("ECI") are check-like items created in electronic form that never existed in paper form. For example, you set up automatic bill payments with us to pay your utility bill. From your account information, we create an ECI that is sent to your utility company for payment. An ECI cannot be used to create a substitute check since it never existed in paper form.

**SUBSTITUTE CHECKS.** To make check processing faster, federal law permits financial institutions to replace original checks with "substitute checks." These substitute checks are similar in size to the 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. An electronic check can be used to create a substitute check since the electronic image and electronic information was derived from its paper form.

**REMOTE DEPOSIT CAPTURE.** Remote deposit capture ("RDC") allows you to make deposits to your account from remote locations by electronically transmitting digital images of your original paper checks, which are drawn on or payable through United States financial institutions in United States dollars to us. We may then use the digital image to create an electronic check or substitute check for collection. If you use our RDC services, if applicable, we may require you to endorse the back of the paper check to indicate that it has been remotely deposited. For example, "for mobile deposit only" or "for mobile deposit at Queensborough National Bank & Trust Co. only."

**REMOTELY CREATED CHECKS.** A remotely created check, as defined in Regulation CC, means a check that is not created by the paying bank and that does not bear a signature applied, or purported to be applied, by the person on whose account the check is drawn. By having a deposit account with us, you certify that all remotely created checks deposited to your account(s) will be expressly and verifiably authorized by the payer. And we reserve the rights to refuse for deposit any such remotely created check if we have any reason to believe that the check is fraudulent in any manner and to obtain from you the payer's express, verifiable authorization for any such check.

**WITHDRAWALS.** Deposits will be available for withdrawal consistent with the terms of the Disclosures. Withdrawals may be subject to a service charge.

**DEPOSITS.** Deposits may be made in person, by mail, or in another form and manner as agreed by us in our sole discretion. We are not responsible for transactions mailed until we actually receive and record them. We may in our sole discretion refuse to accept particular instruments as a deposit to your account. Cash deposits are credited to your account according to this Agreement. Other items you deposit are handled by us according to our usual collection practices. If an item you deposit is returned unpaid, we will debit your account for the item. You are liable to us for the amount of any check you deposit to your account that is returned unpaid and all costs and expenses related to the collection of all or part of such amount from you. Funds deposited to your account, excluding any Time Deposit accounts, are available in accordance with the Disclosures.

**COLLECTION OF DEPOSITED ITEMS.** In receiving items for deposit or collection, we act only as your agent and assume no responsibility beyond the exercise of ordinary care. All items are credited subject to final settlement in cash or credits. We shall have the right to forward items to correspondents including all Federal Reserve Banks, and we shall not be liable for default or neglect of said correspondents for loss in transit, nor shall any correspondent be liable except for its own negligence. You

specifically authorize us or our correspondents to utilize Federal Reserve Banks to handle such items in accordance with provisions of Regulation J (12 CFR Part 210), as revised or amended from time to time by the Federal Reserve Board. In the event we are subject to local clearinghouse rules, you specifically authorize us to handle such items in accordance with the rules and regulations of the clearinghouse. If we permit you to withdraw funds from your account before final settlement has been made for any deposited item, and final settlement is not made, we have the right to charge your account or obtain a refund from you. In addition, we may charge back any deposited item at any time before final settlement for whatever reason. We shall not be liable for any damages resulting from the exercise of these rights. Except as may be attributable to our lack of good faith or failure to exercise ordinary care, we will not be liable for dishonor resulting from any reversal of credit, return of deposited items or for any damages resulting from any of those actions.

**UNLAWFUL INTERNET GAMBLING.** Restricted transactions are prohibited from being processed through your account with us as required by the Unlawful Internet Gambling Enforcement Act of 2006 and Regulation GG. A restricted transaction or transmittal involving any credit, funds, instrument, or proceeds in connection with the participation of another person in unlawful Internet gambling. You will notify us if your business practices regarding Internet gambling change in the future.

**STATEMENTS.** We will provide you with a periodic statement showing the account activity. The last address you supply us in writing will be deemed the proper address for mailing this statement to you. The account holder who receives this statement is the agent for his/her co-account holder(s) for purposes of receiving the statement and items. You must exercise reasonable care in reviewing your statement and reasonable promptness in notifying us of any discrepancies, such as alterations or forged or unauthorized signatures, even if by the same wrongdoer. Reasonable promptness will not exist if you fail to notify us within 30 days after we mail or otherwise make the statement available to you. If you fail to notify us of any discrepancies, with reasonable promptness, your right to assert such discrepancies will be barred or limited to the extent permitted by law. Additionally, you agree that we will not be liable for your forged or unauthorized signature or alteration on the face of the item reported to us after 30 days after we mail or otherwise make the statement or items available to you, and for any unauthorized endorsement or alteration on the back of the item reported to us after 60 days after we mail or otherwise make the statement or items available to you, even if we failed to exercise ordinary care. If you do not receive a statement from us because you have failed to claim it or have supplied us with an incorrect address, we may stop sending your statements until you specifically make written request that we resume sending your statements and you supply us with a proper address.

**ELECTRONIC STATEMENTS AND NOTICES.** You may have the option to have statements and notices regarding this account provided to you in an electronic form, including to a designated e-mail address, through an online banking portal, or other electronic method, upon your authorization. The authorization may be withdrawn at any time to return to a mailed paper form by providing written notice to us at the address provided. The fees for receiving in either form, and for receiving paper copies, are described in your account opening documents.

ACH AND WIRE TRANSFERS. This Agreement is subject to Article 4A of the Uniform Commercial Code - Funds Transfers as adopted in the state of Georgia. If you send or receive a wire transfer, you agree that Fedwire® Funds Service may be used. Federal Reserve Board Regulation J is the law that covers transactions made over Fedwire® Funds Service. When you originate a funds transfer for which Fedwire® Funds Service is used, and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named.

If you are a party to an Automated Clearing House ("ACH") entry, you agree that we may transmit an entry through the ACH, and you agree to be bound by the National Automated Clearing House Association ("Nacha") Operating Rules and Guidelines, the rules of any local ACH, and the rules of any other systems through which the entry is made.

**PROVISIONAL PAYMENT.** Credit we give you is provisional until we receive final settlement for that entry. If we do not receive final settlement, you agree that we are entitled to a refund of the amount credited to you in connection with the entry, and the party making payment to you via such entry (i.e., the originator of the entry) shall not be deemed to have paid you in the amount of such entry.

**INTERNATIONAL ACH TRANSACTIONS.** If your transaction originates from a financial agency that is outside of the territorial jurisdiction of the United States, it may be subject to additional review for compliance with the rules of the Office of Foreign Assets Control (OFAC). If additional review is required, the International ACH transaction will not be available to you until it passes final verification.

**NOTICE OF RECEIPT.** We will not provide you with notice of our receipt of the order, unless we are so requested by the transfer originator in the order. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you.

**CHOICE OF LAW.** We may accept on your behalf payments to your account which have been transmitted, that are not subject to the Electronic Fund Transfer Act, and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state where we are located.

### STOP PAYMENTS.

STOP PAYMENT ON CHECKS. You may stop payment on a check drawn against your account by a record or written order or other confirmation as allowed by us, provided that we receive the Stop Payment Order in a time and manner that gives us a reasonable opportunity to act on it. The Stop Payment Order must describe the check or account with reasonable certainty. Oral requests for a Stop Payment Order are binding on us for 14 calendar days only and must be confirmed by you in a record or writing within that period. If the record or written confirmation is not received as specified, we will no longer be bound by your request. Upon receipt of confirmation in a record or writing, a Stop Payment Order on a check remains in effect for six months or until we receive a record or writing revoking the Stop Payment Order, whichever occurs first. If the check on which a Stop Payment Order has been placed has not cleared or been returned to you by the payee, you may renew the Stop Payment Order for an additional six months by providing a request to us in a record or writing within the time period the Stop Payment Order is in effect. You understand that we may accept the Stop Payment Order request from any of the authorized signers of the account regardless of who signed the check. We have a daily cutoff time by which we must receive any knowledge, notice, Stop Payment Order, set-off or legal process affecting our right or duty to pay a check. That cutoff time is one hour after the opening of your branch's banking day, following the banking day on which your branch received the check.

STOP PAYMENT ON ACH DEBITS. A Stop Payment Order may be placed on either a one-time debit transfer or on a multiple debit entry transfer. If you request a Stop Payment Order on an Electronic Check Conversion or other one-time debit transfer, we must receive the request, orally or in a record or writing, in a period of time that provides us a reasonable opportunity to act on it prior to acting on the debit entry, otherwise the Stop Payment Order shall be of no effect. If you requested a stop payment on a multiple debit entry transfer, we must receive the Stop Payment Order, orally or in a record or writing, at least three business days before a scheduled multiple debit entry. Oral stop payment orders are binding on us for 14 calendar days only and must be confirmed by you in a record or writing within that period. A Stop Payment Order on an ACH debit remains in effect until the earlier of 1) your withdrawal of the Stop Payment Order, 2) the return of the debit entry, or 3) six months from the date of the Stop Payment Order, unless you renew the Stop Payment Order. You may renew the Stop Payment Order for an additional six months to prevent the transfer from being paid by providing a request to us within the time period the Stop Payment Order is in effect. When a stop is placed on a multiple debit entry transfer, we may require your confirmation in a record or writing stating that you have canceled your authorization for the transfer with the payee (a Stop Payment Order does not revoke authorization).

The Stop Payment Order shall be governed by the provision of the Uniform Commercial Code 4A in effect in the state in which we are located, Nacha Operating Rules, and any applicable state law.

You may be charged a fee every time you request a Stop Payment Order, and for each Stop Payment Order renewal you make. A release of the Stop Payment Order may be made by the person who initiated the stop payment request or any of the authorized signers on the account. Our acceptance of a stop payment request does not constitute a representation by us that the item has not already been paid or that we have had a reasonable opportunity to act on the request.

**DEATH OR INCOMPETENCY.** Neither your death nor a legal adjudication of incompetence revokes our authority to accept, pay, or collect items until we know of the fact of death or of an adjudication of incompetence and have a reasonable opportunity to act on it. To the extent permitted by law, even with knowledge, we may for 10 days after the date of death, pay checks drawn on or before the date of death unless ordered to stop payment by a person claiming an interest in the account.

# NON-SUFFICIENT FUNDS AND OVERDRAFTS - AVAILABLE BALANCE.

**HOW WE DECIDE TO PAY AN ITEM OR DEBIT.** We use an available balance method to determine if there are sufficient funds in your account to pay an item or debit transaction. The available balance reflects deposits and transactions that have been posted to your account, such as checks you have written, and transactions that have been authorized but not yet posted to your account, including deposit holds and holds on debit card transactions that have been authorized but not yet posted (i.e., preauthorization holds). These pending transactions and holds reduce your available balance. For example, you have \$100 in your account and a pending transaction of \$30. Your available balance is \$70 because the pending \$30 transaction reduces your available account balance.

**HOW WE ASSESS FEES.** If there are insufficient funds to pay a debit transaction or item based on your available balance, we may either: 1) return the debit or item or 2) pay the debit or item at our discretion. We may charge you fees if we return the debit or item or pay the debit or item on your behalf.

**RETURN ITEM FOR NON-SUFFICIENT FUNDS.** If we do not pay the debit transaction or item on your behalf and return the debit or item, we may charge you non-sufficient funds fee. Pursuant to Nacha Operating Rules and Guidelines and other applicable laws, a debit or item may be presented for payment more than one time.

**OVERDRAFTS.** If we pay the debit transaction or item on your behalf, you will be responsible for the overdrawn balance, and we may charge you overdraft fees. As discussed above, subsequent pending transactions and holds impact your available balance, which may cause your account to become overdrawn and subject to overdraft fees. For example, you have \$100 in your account. You use your debit card at a gas station and a preauthorization hold of \$60 is placed on your account because the amount of the transaction is not known at the time of authorization even though your gas was only \$50. The authorization hold reduces your available account balance to \$40. You then spend \$50 on groceries. If we pay this debit on your behalf, you will be responsible for paying the overdrawn balance, and we may charge you overdraft fees.

**PROCESSING ORDER.** We will process debit and credit transactions in accordance with our Commercial Processing Order Policy. The Commercial Processing Order Policy is made part of this agreement herein. The processing order of these debits and credits is important because if your account balance has insufficient funds to pay for them in the order that they are processed, we may charge you non-sufficient funds fees if we return the debit or charge you overdraft fees if we pay the debit on your behalf.

**SIGNATURES.** Your signature on the Account Information document is your authorized signature. You authorize us, at any time, to charge you for all checks, drafts, orders, or other items for the payment of money, that are drawn on us regardless of by whom or by what means your signature may have been affixed so long as the signature resembles the signature specimen in our files. For withdrawal and other purposes relating to any account you have with us, we are authorized to recognize your signature; and we will not be liable to you for refusing to honor signed instruments or instructions if we believe in good faith that one or more of the signatures appearing on the instrument or instructions is not genuine.

Further, most checks, and other items are processed automatically, i.e., without individual review of each item. Therefore, unless we agree in a separate writing, in our sole discretion, upon your request and due to unique circumstances to conduct individual review of each item, you agree that we are acting within common and reasonable banking practices by automatically processing checks, and other items, i.e., without individual review of each check, or item. You agree to indemnify, defend, and hold us harmless from and against all loss, costs, damage, liability, and other injury (including reasonable attorney fees) that you or we may suffer or incur as a result of this practice.

**FEES, SERVICE CHARGES AND BALANCE REQUIREMENTS.** You agree to pay us and are responsible for any fees, charges or balance/deposit requirements as provided in the SCHEDULE OF FEES or Disclosures provided to you at the time you opened the account. Fees, charges and balance requirements may change from time to time. We also reserve the right to impose a service charge for cashing checks drawn on your account if the person cashing the check is not a customer of this Bank.

**SET-OFFS AND SECURITY INTEREST.** If you ever owe us money as a borrower, guarantor, or otherwise, and it becomes due, we have the right under the law (called "set-off") and under this Agreement (by which you grant us a security interest in your deposit account and any other accounts held by you) to use your account funds to pay the debt, where permitted by law. The security interest granted by this Agreement is consensual and is in addition to our right of set-off.

**CLAIMS.** In response to any garnishment, attachment, restraining order, injunction, levy, citation to discover assets, judgment, reclamation, other order of court or other legal process ("Claim(s)"), we have the right to place a hold on, remove from your account(s) and/or remit to the designated third-party(ies) any amount on deposit in your account as set forth in and required by such Claim(s). In addition, we may charge against your account(s) any fee authorized by law in connection with the Claim(s) or as otherwise set forth in the SCHEDULE OF FEES.

**DORMANT/INACTIVE ACCOUNTS.** You understand that if your account is dormant or inactive, we may charge fees specified in the Disclosures to the extent permitted by the law. You agree that we are relieved of all responsibility if your account balance is escheated (that is, turned over to the state) in accordance with state law.

**ATTORNEYS' FEES AND EXPENSES.** You agree to be liable to us for any loss, costs or expenses, including reasonable attorneys' fees to the extent permitted by law, that we incur as a result of any dispute involving your account, and you authorize us to deduct any such loss, costs or expense from your account without prior notice to you. This obligation includes disputes between yourself and us involving the account and situations where we become involved in disputes between you and an authorized signer, another joint owner, or a third party claiming an interest in the account. It also includes situations where you, an authorized signer, another joint owner, or a third party takes action with respect to the account that causes us, in good faith, to seek the advice of counsel, whether or not we actually become involved in a dispute.

LEGAL PROCESS AGAINST ACCOUNT. You agree to be responsible for, to reimburse us, and/or have your account charged for any

expenses or reasonable attorney fees we incur due to an attachment, garnishment, levy or subpoena of records of your account. Any garnishment or other levy against your account is subject to our right of set-off and security interest. We may restrict the use of your account if it is involved in any legal proceeding.

**CLOSING ACCOUNT.** We may close the account at any time, with or without cause, after sending you notice as required by the law. At our discretion, we have the authority to pay an otherwise properly payable check, which is presented after the closing of your account. Such a termination will not release you from any fees or other obligations incurred before the termination. We will send a check for the balance in our possession to which you are entitled.

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

**YOUR WAIVER OF NOTICE.** By signing the Account Information form, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your deposit account to the extent permitted by law. For example, if a check that you deposited is dishonored and returned to us, we are not required to notify you of the dishonor.

**NOTICE.** You are responsible for notifying us of any change to the name, type or address of your entity or other information affecting your account. Notices must be in a form and manner acceptable to us with enough information to allow us to identify the account. Notice sent by you to us is not effective until we have received it and have had a reasonable opportunity to act upon it. Written notice sent by us to you is effective when mailed to the last address supplied.

**TELEPHONE AND ELECTRONIC COMMUNICATION.** You agree that we may call or send text messages to you at the telephone numbers that you provide to us, including a cell phone number, which may result in charges to you, for informational purposes regarding your account(s) with us. These calls and text messages may be made from an automatic telephone dialing system (i.e., an autodialer) or from an artificial or prerecorded voice message system. Additionally, you agree that we may send electronic communication to you at the email addresses you provide to us. You may contact us at any time if you no longer want to receive these communications from us. You also agree that we may monitor and record telephone and electronic communications that affect your account(s) with us to the extent permitted by law. We need not provide further notice to you or receive additional approval.

**ONLINE OR MOBILE SERVICES.** If you open an account or obtain a product or service from us using our online or mobile services, we may record your personal information from a scan or a copy of your driver's license or other personal identification card, or we may receive an image or make a copy of your driver's license or other personal identification card. We may store or retain this information to the extent permitted by law.

**AMENDMENTS AND ALTERATIONS.** Except as prohibited by law, we may amend this Agreement by adding, removing, or changing terms at any time. We will notify you of amendments as required by applicable law. Your continued use of the account evidences your agreement to any amendments. Notices will be sent to the most recent address shown on the account records.

**EFFECTIVE APPLICABLE LAWS AND REGULATIONS.** You understand that this Agreement is governed by the laws of Georgia, except to the extent that federal law is controlling. Changes in these laws and regulations may modify the terms and conditions of your account(s). We do not have to notify you of these changes, unless required to do so by law. If any of the terms of this Agreement come into conflict with the applicable law and are declared to be invalid or unenforceable, those terms will be nullified to the extent that they are inconsistent with the law and the applicable law will govern. However, this shall not affect the validity of the remaining provisions.

### NOTICE OF POTENTIAL DISCLOSURE OF NEGATIVE INFORMATION TO CONSUMER REPORTING AGENCIES

This notice is being furnished pursuant to the Fair Credit Reporting Act (15 U.S.C. 1681) as amended by the Fair and Accurate Credit Transactions Act of 2003 (FACT Act).

# NOTICE

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.



### CONSUMER PROCESSING ORDER POLICY

It is the policy of Queensborough National Bank and Trust Company, herein referred to as "Queensborough" or the "Bank," to comply with all applicable laws and regulations and to conduct business in accordance with applicable safety and soundness standards.

The Consumer Processing Order Policy and Deposit Account Agreement provided in this Disclosure Packet supersedes the Deposit Account Agreement that was provided to you at account opening. The transactions that you authorize against your account may not be presented to the Bank in the order in which they occurred or were authorized. The order in which transactions are received and processed by the Bank may impact the total amount of fees that the Bank charges you.

Each business day, Queensborough posts all deposits and credits to your account before paying debit transactions against your account. Generally, deposits and credits increase your account balance and debit transactions decrease your account balance.

We process the groups of items listed below in the order listed in the table below.

Consumer Processing Order			
Transaction Description	Group Order	Posting Order within Group	
Deposits and Credits - All deposits and credits will be	1		
posted to the account first. This includes cash and check			
deposits and incoming transfers (i.e., direct deposits and			
wires) received before the cutoff time at the location the			
deposit or transfer was made.			
Force Pay Debits, Wires, and Cash Withdrawals - including	2	by dollar amount, low to high	
NSF items presented on the previous business day and			
cash withdrawals from a Queensborough teller.			
Checks Drawn on Your Account Cashed by the Payee at	3	serial number	
Queensborough			
Bank Fees – including stop payment fees, NSF/Overdraft	4	by dollar amount, low to high	
charges, and account service charges.			
ATM Withdrawals and other Debit Card Transactions	5	by dollar amount, low to high	
Debit Transfer/Automated Loan Payment	6	by dollar amount, low to high	
Checks Drawn on Your Account Deposited by Another	7	serial number	
Queensborough Customer			
ACH Debits	8	by dollar amount, low to high	
All Other Checks	9	serial number	
Interest Payment Transfers	10	by dollar amount, low to high	

This Consumer Processing Order Policy is subject to change. Prior notification of changes are disclosed to the customer per regulatory requirements.



### COMMERCIAL PROCESSING ORDER POLICY

It is the policy of Queensborough National Bank and Trust Company, herein referred to as "Queensborough" or the "Bank," to comply with all applicable laws and regulations and to conduct business in accordance with applicable safety and soundness standards.

The Commercial Processing Order Policy and Deposit Account Agreement provided in this Disclosure Packet supersedes the Deposit Account Agreement that was provided to you at account opening. The transactions that you authorize against your account may not be presented to the Bank in the order in which they occurred or were authorized. The order in which transactions are received and processed by the Bank may impact the total amount of fees that the Bank charges you.

Each business day, Queensborough posts all deposits and credits to your account before paying debit transactions against your account. Generally, deposits and credits increase your account balance and debit transactions decrease your account balance.

We process the groups of items listed below in the order listed in the table below.

Commercial Processing Order			
Transaction Description	Group	Posting Order within Group	
Deposits and Credits - All deposits and credits will be			
posted to the account first. This includes cash and check			
deposits and incoming transfers (i.e., direct deposits and			
wires) received before the cutoff time at the location the			
deposit or transfer was made.	1		
Force Pay Debits, Wires, and Cash Withdrawals - including			
NSF items presented on the previous business day and			
cash withdrawals from a Queensborough teller.	2	by dollar amount, high to low	
Checks Drawn on Your Account Cashed by the Payee at			
Queensborough	3	by dollar amount, high to low	
Bank Fees – including stop payment fees, NSF/Overdraft			
charges, and account service charges.	4	by dollar amount, high to low	
ATM Withdrawals and other Debit Card Transactions	5	by dollar amount, high to low	
Debit Transfer/Automated Loan Payment	6	by dollar amount, high to low	
Checks Drawn on Your Account Deposited by Another			
Queensborough Customer	7	by dollar amount, high to low	
ACH Debits	8	by dollar amount, high to low	
All Other Checks	9	by dollar amount, high to low	
Interest Payment Transfers	10	by dollar amount, high to low	

This Commercial Processing Order Policy is subject to change. Prior notification of changes are disclosed to the customer per regulatory requirements.



**COMMERCIAL FIDUCIARY ACCOUNT.** Fiduciary accounts are those established by a person, whether an individual or a non-individual, acting for the benefit of another person or persons, whether an individual, or a non-individual, or both. We have no obligation to act as trustee or to inquire into your powers or responsibilities over this account; however, we reserve the right to require documents and authorizations we believe are necessary or appropriate to satisfy us that the person(s) requesting or directing the transactions related to a fiduciary account have the authority to engage in such transactions. We will continue to honor the fiduciary authority presented until we receive written notice that the authority has been altered or terminated and we have had a reasonable time to act on that notice.

**CUSTODIAL ACCOUNT.** Any custodial account maintained is subject to the Georgia Transfers to Minors Act, or similar applicable law, as adopted by the state. The account must be opened in the name of a custodian for minor. There may be only one custodian and one minor for each account.

**ESTATE ACCOUNT.** Estate accounts include, but are not limited to, executor, administrator, and personal representative accounts of a decedent's estate. We reserve the right to require documents and authorizations we believe are necessary or appropriate to satisfy us that the person(s) requesting or directing the transactions related to an estate account have the authority to engage in such transactions. We will continue to honor the estate authority presented until we receive written notice that the authority has been altered or terminated and we have had a reasonable time to act on that notice.

**FIDUCIARY ACCOUNT.** Fiduciary accounts are those established by a person acting for the benefit of another person. Fiduciary accounts include, but are not limited to, guardianship, conservatorship, formal trust, and agency accounts. We reserve the right to require documents and authorizations we believe are necessary or appropriate to satisfy us that the person(s) requesting or directing the transactions related to a fiduciary account have the authority to engage in such transactions. We will continue to honor the fiduciary authority presented until we receive written notice that the authority has been altered or terminated and we have had a reasonable time to act on that notice.

**GOVERNMENTAL OR MUNICIPAL ACCOUNTS.** For accounts opened by all political subdivisions and governmental or municipal units, we reserve the right to require separate written authorization, in a form acceptable to us, telling us who is authorized to act on your behalf. We are authorized to follow the directions of a person designated as having authority to act on the entity's behalf until we receive written notice that the authority has been terminated and have had a reasonable time to act upon that notice.

**HEALTH SAVINGS ACCOUNT INVESTMENTS.** Your account has been opened as an investment vehicle under Health Savings Account ("HSA"). The provisions of the HSA Plan Agreement should be read in conjunction with this Agreement. If any provision of this agreement and the HSA Plan Agreement conflict, the HSA Plan Agreement language will control.

**INDIVIDUAL ACCOUNT.** The named party in an individual account owns the account and may withdraw all or some of the account. On the death of the party, ownership passes as part of the party's estate. However, if upon the party's death the total aggregate amount of the funds in the account does not exceed the amount allowable by Georgia statue, we may pay the funds to a qualified individual upon receipt of an affidavit to the extent permitted by law. Our payment of the funds constitutes our full release and discharge from any cause of action, claim, or demand against us for taking an action, or not taking an action, in connection with the affidavit or the payment of the funds

IN TRUST FOR ACCOUNT. An In Trust For account permits the account owners (trustee(s)) to transfer the account (trust) funds to named beneficiaries. You may designate primary and contingent beneficiaries otherwise all beneficiaries will be treated as primary. If two or more trustees create an In Trust For account, then between the trustees, the account is treated as a joint account with right of survivorship. You may change the terms of this account only by either closing it and reopening it under different terms, or by presenting us with a modification agreement in a form acceptable to us, which is signed by all parties with a present right of withdrawal. The trustee(s) may withdraw all or part of the funds at any time. Such payment or withdrawal shall constitute a revocation of the trust for the amount withdrawn. A beneficiary can only acquire withdrawal rights by surviving all of the trustees. If more than one named primary beneficiary survives all of the trustees, then the primary beneficiaries will be entitled to equal shares of the funds without right of survivorship between them, unless otherwise indicated. If no primary beneficiary survives all of the trustees then any surviving contingent beneficiaries will be entitled to equal shares of the funds without right of survivorship between them, unless otherwise indicated. If no contingent beneficiary survives all of the trustees, the trust shall terminate and title to the account shall VEST in the trustees. In that case, it will be treated as an individual account (if there is one surviving

trustee) or as a joint account with right of survivorship (if there is more than one surviving trustee) in the name(s) of the surviving trustees, rather than an In Trust For account.

To the extent that they apply to your situation, individual account and joint with right of survivorship have the following meanings: The named party in an individual account owns the account and may withdraw all or some of the account. On the death of the party, ownership passes as part of the party's estate. The joint tenants (account owners) agree that all funds deposited now or in the future in this account shall be held as joint tenants with right of survivorship and not as tenants in common. Upon the death of a joint tenant, the account balance shall become the property of the surviving joint tenant(s). If there is more than one surviving joint tenant, then the account shall continue to be held as a joint account with right of survivorship. When there is only one surviving joint tenant, the account shall be treated as an individual account.

**JOINT WITH RIGHT OF SURVIVORSHIP ACCOUNT.** The joint tenants (account owners) agree that all funds deposited now or in the future in this account shall be held as joint tenants with right of survivorship and not as tenants in common. Upon the death of a joint tenant, the account balance shall become the property of the surviving joint tenant(s). If there is more than one surviving joint tenant, then the account shall continue to be held as a joint account with right of survivorship. When there is only one surviving joint tenant, the account shall be treated as an individual account.

PAYABLE ON DEATH ACCOUNT. A Payable On Death account permits the account owner(s) to transfer the account to named beneficiaries. You may designate primary and contingent beneficiaries. Named beneficiaries are assumed to be primary unless indicated as contingent. If two or more account owners create a Payable On Death account, then between the account owners, the account is treated as a joint account with right of survivorship. The account owner(s) may withdraw all or part of the funds at any time. You may change the terms of this account only by either closing it and reopening it under different terms, or by presenting us with a modification agreement in a form acceptable to us, which is signed by all parties with a present right of withdrawal. A beneficiary can only acquire withdrawal rights by surviving all of the account owners. If more than one named beneficiary survives all of the account owners, then the beneficiaries will be entitled to equal shares of the funds without right of survivorship, unless otherwise indicated. If no beneficiary survives all of the account owners, then the account shall be treated like an individual account (if there is one surviving account owner) or like a joint account with right of survivorship (if there is more than one surviving account owner).

To the extent that they apply to your situation, individual account and joint with right of survivorship have the following meanings. The named party in an individual account owns the account and may withdraw all or some of the account. On the death of the party, ownership passes as part of the party's estate. The joint tenants (account owners) agree that all funds deposited now or in the future in this account shall be held as joint tenants with right of survivorship and not as tenants in common. Upon the death of a joint tenant, the account balance shall become the property of the surviving joint tenant(s). If there is more than one surviving joint tenant, then the account shall continue to be held as a joint account with right of survivorship. When there is only one surviving joint tenant, the account shall be treated as an individual account.

**SOLE PROPRIETORSHIP – WITHOUT PAYABLE ON DEATH DESIGNATION.** The party to the single-party account without P.O.D. (Payable on Death) designation owns the account. On the death of the party, ownership passes as of the party's estate under the party's will or by intestacy.

**TRUST – SEPARATE AGREEMENT.** You have advised us that a written trust agreement exists that is separate from this deposit agreement. You agree, however, that we may absolutely rely upon the representations of you and your attorney to us as to the identity of the trustee and beneficiary and as of the terms of the trust. We have the right to require you or your attorney to complete a trust account certification or other summary of the terms of the trust, in a manner acceptable to us. The trustee agrees to comply with all applicable laws as to his or her actions as trustee of the account.



# DISCRETIONARY OVERDRAFT PRIVILEGE CONSUMER ACCOUNT DISCLOSURE

It is the policy of Queensborough National Bank and Trust Company, herein referred to as "QNBT," the "Bank" or "our," to comply with all applicable laws and regulations and to conduct business in accordance with applicable safety and soundness standards.

The Deposit Account Agreement provided in this Disclosure Packet supersedes the Deposit Account Agreement provided to you at the time you opened your account with us, and controls the duties, obligations and rights of the Depositor, the Authorized Signatories, and the Bank with regard to your checking account. A copy of the Deposit Account Agreement is available to you on request from your Bank Officer.

### **Overdraft Privilege Eligibility**

Overdraft Privilege is a non-contractual service which allows an account to go negative in order to pay an item. Payment by the Bank is a discretionary courtesy and not a right of the customer or an obligation of the Bank. Eligible checking accounts are automatically enrolled in our Overdraft Privilege service. Eligible accounts include:

- Customers not in default on any loan or other obligation to the Bank.
- Customers not subject to any legal or administrative order or levy.

Accounts will receive an introductory limit of \$100 starting on the tenth (10<sup>th</sup>) business day after the account is opened. On the sixtieth (60<sup>th</sup>) calendar day, the limit will increase to \$500, including any NSF/Overdraft Item Charges and other bank charges such as monthly service charges, wire fees and stop payment fees.

To maintain eligibility, customers must bring the account to a positive balance within thirty (30) days of becoming overdrawn. Customers who fail to meet this eligibility criteria will have the limit reduced to \$100.

Any discretionary payment by the Bank of an overdraft check (or item, such as an ATM withdrawal) does not obligate the Bank to pay any other overdraft check (or item), or to provide prior notice of its decision to refuse to pay such check (or item).

It may be possible that your account will become overdrawn in excess of the Overdraft Privilege amount as a result of the assessment of a fee. The total of the discretionary Overdraft Privilege (negative) balance, which includes any and all fees and charges, including all NSF/Overdraft Item Charges are due and payable upon demand, and Depositor and each Authorized Signatory will continue to be liable, jointly and severally, for all such amounts, as described in the Deposit Account Agreement.

# Non-Sufficient Funds (NSF)/Overdraft Item Charges

QNBT's standard NSF/Overdraft Item Charge of \$32 will be assessed for NSFs/Overdrafts created by checks, ACH, ATM withdrawals, everyday debit card transactions, in-person withdrawals, or by other electronic means.

- We will limit the number of NSF/Overdraft Item Charges per day for consumer accounts to six (6) charges or a maximum of \$192.00 per day.
- We will not charge an Overdraft Item Charge on consumer accounts for items \$10 or less.
- We will not charge an Overdraft Item Charge on consumer accounts if the account is overdrawn by \$10 or less at the end of each business day.
- An NSF/Overdraft Item Charge may be assessed for a single item multiple times if represented by the merchant or payee after an Initial return.

### **ATM and Debit Card Transactions**

For our consumer customers, the Bank will not pay overdrafts for ATM or everyday debit card transactions unless the Bank has provided you with the notice required by section 1005.17(b) of Regulation E and you have Opted in to the payment of these overdrafts. In order to avoid overdrafts due to ATM and everyday debit card transactions, the Bank will place a hold on your account for any ATM or everyday debit card transaction



authorized until the transaction settles. ATM and everyday ebit card transactions usually settle within two business days after the transaction is authorized. The amount of the hold will be for the amount authorized, or as permitted under applicable payment network rules. Holds on authorized ATM and everyday debit card transactions will be removed prior to settlement where required by applicable payment network rules.

### **Understanding your Available Balance**

Overdraft Privilege is a non-contractual service which allows an account to overdraw in order to pay an item.

**Overdraft Limit** is the amount the account can overdraw to pay an item. If your account is eligible it will receive an introductory limit of \$100 starting on the tenth (10<sup>th</sup>) business day after the account is opened. On the sixtieth (60<sup>th</sup>) calendar day, the Overdraft Privilege limit will increase to \$500.

**Overdraft Protection** is a contractual agreement which transfers funds such as from your QNBT checking or savings account in order to pay an item.

Customers with Overdraft Protection may receive Overdraft Privilege based upon the Overdraft Privilege criteria. Overdraft Privilege will only be used after Overdraft Protection has been exhausted.

For Consumer customers who **do not** want QNBT to authorize and pay overdrafts on ATM and everyday debit card transactions, transactions are authorized based on the account available balance minus any account holds and debit card authorizations, plus any Overdraft Protection but **does not** include the Overdraft limit.

For Consumer customers who **do** want QNBT to authorize and pay overdrafts on ATM and everyday debit card transactions, the balance used for authorizing ATM and everyday debit card transactions is the account available balance minus any account holds and debit card authorizations plus any Overdraft Protection and Overdraft Limit.

Holds placed on your account for pending electronic transactions, such as hotel or rental car deposits and authorized debit card transactions, will reduce your available balance which may cause a negative available balance and your account may be assessed an Overdraft Item Charge for each item that caused the negative available balance. In these instances, the Overdraft Item Charge will be assessed on the date that the item posts to your account.

Preauthorized or Non-authorized debit card transactions could cause an Overdraft Item Charge at the time the transaction settles to the account if other debits post ahead of the transaction, even though there were good funds in the account at the time the transaction was authorized and even when your statement balance does not reflect a negative balance.

### **Order of Payment**

Notwithstanding the provisions of the Deposit Account Agreement governing the Processing Order Policy, the transactions you authorize against your account may not be presented in the order in which they occurred or were authorized. The order in which transactions are received and processed may impact the total amount of fees incurred.

### **Overdraft Counseling Services**

QNBT monitors customers who have Overdraft Privilege and identifies those customers with excessive usage and overdraft fees on a monthly basis. "Excessive Usage" is defined as a customer that is using Overdraft Privilege on five or more occurrences within a month and has paid numerous NSF/Overdraft Item Charges. The bank educates and counsels customers about overdraft fees and Overdraft Privilege (A non-contractual service which allows an account to go negative in order to pay an item) through our Overdraft Counseling Program.

QNBT sends a letter and a counseling brochure to customers who have 5 overdraft occurrences within a month. QNBT contacts customers the first time they have 10 or more overdraft occurrences within a month and provides alternate Overdraft Protection methods (Overdraft Protection is a contractual agreement which transfers funds from another source in order pay an item) such as Overdraft Protection Transfers, Internet Banking and Mobile Alerts to keep track of balances and Internet Banking's Money Management Tool to assist with budgeting.



Accounts having a negative balance for 30 days will have the Overdraft Privilege removed. Accounts that have not been brought to a positive balance within 60 days may be closed and sent to a credit reporting agency for collection. Negative credit reporting can further impact your ability to be approved for credit cards, loans, and other Financial Services.

### **Overdraft Protection Options**

**Overdraft Transfers** allow you to link your checking account with one or more checking or savings accounts. The bank will transfer funds from your linked account to pay the overdraft amount, up to the amount of funds in the linked account. A written authorization must be on file before any Overdrafts are covered. An Overdraft Transfer Fee of \$5 is assessed for each transfer per account per day. The Overdraft Transfer Fee is charged at the time of the transfer.

**Internet and Mobile Banking** allows customers to view their account information, transfer funds between accounts, and make Deposits anywhere at any time. There is no charge for the Internet Banking and Mobile Banking service. Data charges from your Mobile Carrier may apply.

**Mobile Alerts** are available for customers with Online and Mobile Banking. Alerts can be set to easily monitor your balance in your account and avoid overdrawing your account. There is no charge for this service.

### Opt-Out

You may Opt-out of the Overdraft Privilege service for ATM and everyday debit card transactions at any time by contacting us at one of the methods below. By Opting out for ATM and everyday debit card transactions these transactions will be declined if funds are not available in the account.

You may opt out of the Overdraft Privilege service and the Overdraft limit for checks, ACH, and electronic reoccurring debits by contacting us at one of the methods below.

- Call 1-855-QNBTNOW (1-855-762-8669)
- Visit our website www.QNBTrust.bank
- Mail 113 East Broad Street, PO Box 467, Louisville, GA 30434
- Visit one of our Queensborough Branch locations



# DISCRETIONARY OVERDRAFT PRIVILEGE COMMERCIAL ACCOUNT DISCLOSURE

It is the policy of Queensborough National Bank and Trust Company, herein referred to as "QNBT," the "Bank," or "our," to comply with all applicable laws and regulations and to conduct business in accordance with applicable safety and soundness standards.

The Deposit Account Agreement provided in this Disclosure Packet supersedes the Deposit Account Agreement provided to you at the time you opened your account with us, and controls the duties, obligations and rights of the Depositor, the Authorized Signatories, and the Bank with regard to your checking account. A copy of the Deposit Account Agreement is available to you on request from your Bank Officer.

### **Overdraft Privilege Eligibility**

Overdraft Privilege is a non-contractual service which allows an account to go negative in order to pay an item. Payment by the Bank is a discretionary courtesy and not a right of the customer or an obligation of the Bank. Eligible checking accounts are automatically enrolled in our Overdraft Privilege service.

Accounts will Receive an introductory limit of \$100 starting on the tenth (10<sup>th</sup>) business day after the account is opened. On the sixtieth (60<sup>th</sup>) calendar day, the Overdraft Privilege limit will increase to \$1500, including any NSF/Overdraft Item Charges and other bank charges such as monthly service charges, wire fees and stop payment fees.

To maintain eligibility, customers must bring the account to a positive balance within thirty (30) days of becoming overdrawn. Customers who fail to meet this eligibility criteria will have the limit reduced to \$100.

Any discretionary payment by the Bank of an overdraft check (or item, such as an ATM withdrawal) does not obligate the Bank to pay any other overdraft check (or item), or to provide prior notice of its decision to refuse to pay such check (or item).

It may be possible that your account will become overdrawn in excess of the Overdraft Privilege amount as a result of the assessment of a fee. The total of the discretionary Overdraft Privilege (negative) balance, which includes any and all fees and charges, including all NSF/Overdraft Item Charges are due and payable upon demand, and Depositor and each Authorized Signatory will continue to be liable, jointly and severally, for all such amounts, as described in the Deposit Account Agreement.

# Non-Sufficient Funds (NSF)/Overdraft Item Charges

QNBT's standard NSE/verdraft Item Charge of \$32 will be imposed for NSFs/Overdrafts created by checks, ACH, ATM withdrawals, everyday debit card transactions, in-person withdrawals, or by other electronic means.

An NSF/Overdraft Item Charge may be assessed for a single item multiple times if represented by the merchant or payee after an Initial return.

### **Understanding your Available Balance**

Overdraft Privilege is a non-contractual service which allows an account to overdraw in order to pay an item.

**Overdraft Limit** is the amount the account can overdraw to pay an item. If your account is eligible it will receive an introductory limit of \$100 starting on the tenth (10<sup>th</sup>) business day after the account is opened. On the sixtieth (60<sup>th</sup>) calendar day, the Overdraft Privilege limit will increase to \$1500.

**Overdraft Protection** is a contractual agreement which transfers funds such as from your checking or savings account in order to pay an item.

Customers with Overdraft Protection may receive Overdraft Privilege based upon the Overdraft Privilege criteria. Overdraft Privilege will only be used after Overdraft Protection has been exhausted.



For Commercial customers, the balance used to authorize and pay overdrafts on ATM and everyday debit card transactions, as well as checks, ACH, ATM withdrawals and reoccurring Debit Card transactions, is the account available balance minus any account holds and debit card authorizations plus any Overdraft Protection and Overdraft Limit.

Holds placed on your account for pending electronic transactions, such as hotel or rental car deposits and authorized debit card transactions, will reduce your available balance which may cause a negative available balance and your account may be assessed an Overdraft Item Charge for each item that caused the negative available balance. In these instances, the Overdraft Item Charge will be assessed on the date that the item post to your account.

Preauthorized or Non-authorized debit card transactions could cause an Overdraft Item Charge at the time the transaction settles to the account if other debits post ahead of the transaction, even though there were good funds in the account at the time the transaction was authorized and even when your statement balance does not reflect a negative balance.

### **Order of Payment**

Notwithstanding the provisions of the Deposit Account Agreement governing the Processing Order Policy, the transactions you authorize against your account may not be presented in the order in which they occurred or were authorized. The order in which transactions are received and processed may impact the total amount of fees incurred.

### **Overdraft Counseling Services**

QNBT monitors customers who have Overdraft Privilege and identifies those customers with excessive usage and overdraft charges on a monthly basis. "Excessive Usage" is defined as a customer that is using Overdraft Privilege on five or more occurrences within a month and has paid numerous NSF/Overdraft Item Charges. The bank educates and counsels customers about overdraft charges and Overdraft Privilege (A non-contractual service which allows an account to go negative in order to pay an item) through our Overdraft Counseling Program.

QNBT sends a letter and a counseling brochure to customers who have 5 overdraft occurrences within a month. QNBT contacts customers the first time they have 10 or more overdraft occurrences within a month and provides alternate Overdraft Protection methods (Overdraft Protection is a contractual agreement which transfers funds from another source in order pay an item) such as Overdraft Protection Transfers, Internet Banking and Mobile Alerts to keep track of balances and Internet Banking's Money Management Tool to assist with budgeting.

Accounts having a negative balance for 30 days will have the Overdraft Privilege removed. Accounts that have not been brought to a positive balance within 60 days may be closed and sent to a credit reporting agency for collection. Negative credit reporting can further impact your ability to be approved for credit cards, loans, and other Financial Services.

# **Overdraft Protection Options**

**Overdraft Transfers** allow you to link your checking account with one or more checking or savings accounts. The bank will transfer funds from your linked account to pay the overdraft amount, up to the amount of funds in the linked account. A written authorization must be on file before any Overdrafts are covered. An Overdraft Transfer Fee of \$10 is assessed for each transfer per account per day. The Overdraft Transfer Fee is charged at the time of the transfer.

**Internet and Mobile Banking** allows customers to view their account information, transfer funds between accounts, and make Deposits anywhere at any time. There is no charge for the Internet Banking and Mobile Banking service. Data charges from your Mobile Carrier may apply.

**Mobile Alerts** are available for customers with Online and Mobile Banking. Alerts can be set to easily monitor your balance in your account and avoid overdrawing your account. There is no charge for this service.



# Opt – Out

You may opt out of the Overdraft Privilege service and the Overdraft limit by contacting the bank at one of the methods below.

- Call 1-855-QNBTNOW (1-855-762-8669)
- Visit our website at www.QNBTrust.bank
- Mail 113 East Broad Street, PO Box 467, Louisville, GA 30434
- Visit one of our Queensborough Branch locations

